

20/04/2023

**TITLE CERTIFICATE**

This is to certify that 'BRAMHACORP LIMITED', a Public Limited Company, having its registered office at 3, Queen's Garden, Gen. Arun Kumar Vaidya Marg, Pune 411001, represented through their authorized Director, Mr. Dinesh Mahendrakumar Agrawal, is the owner of the captioned property mentioned in Property Schedule, herein below for which this Certificate has been issued and 'BRAMHACORP LIMITED' is holding lawful Ownership Rights over the said property with lawful vacant peaceful possession over the said property and their title and possession is clean, clear and marketable and free from reasonable doubts, defects and encumbrances. This Certificate is prepared and issued for the entire landed properties mentioned in the property schedules mentioned herein below. As per information provided by above named Promoters, they have proposed a larger building project over entire larger layout land (having entire Project Potential as described in the Property Schedule II, written herein below). The said entire Real Estate project is divided in various Vertical and Horizontal Phases to be registered as separate REAL ESTATE projects within proposed Multi Wing/Buildings Project. As per current sanction details, a part project is sanctioned and which is under development from larger building, identified as "HUES OF SKY" (having entire Project Potential is described in the Property Schedule IV, written herein below).

**THE SCHEDULE – I ABOVE REFERRED TO – THE SAID LARGER LAND :-**

**(I)(A)** All that piece and parcel of the land property commonly known as 13, Connaught Road, (Sadhu Vaswani Road), Pune 411001, bearing corresponding C.T.S. No. 11 (admeasuring 3781.00 Sq. Mtrs.), 11/1 (admeasuring 780.1 Sq. Mtrs.), 11/2 (admeasuring 445.6 Sq. Mtrs.), 11/3 (admeasuring 882.10 Sq. Mtrs.), 11/4 (admeasuring 678.1 Sq. Mtrs.), 11/5 (admeasuring 55.2 Sq. Mtrs.), 11/6 (admeasuring 20.9 Sq. Mtrs.), 11/7 (admeasuring 48.5 Sq. Mtrs.), 11/8 (admeasuring 104.5 Sq. Mtrs.), 11/9 (admeasuring 1219.25 Sq. Mtrs.), 11/10 (admeasuring 1616.2 Sq. Mtrs.), 11/11 (admeasuring 556.9 Sq. Mtrs.), 11/12 (admeasuring 240.8 Sq. Mtrs.), 11/13 (admeasuring 87.8 Sq. Mtrs.), 11/14 (admeasuring 185.6 Sq. Mtrs.), 11/15 (admeasuring 22.6 Sq. Mtrs.), 11/16 (admeasuring 18.4 Sq. Mtrs.), 11/17 (admeasuring 36.8 Sq. Mtrs.) and 11/18 (admeasuring 22.6 Sq. Mtrs.), bearing Old Survey No. 458 and Revised Survey No. 36 and totally admeasuring 10802.95 Square Meters, situated within the jurisdiction of Sub-Registrar Haveli, Pune and also situated within the limits of Pune Municipal Corporation and bounded as under :

On or towards East : By Connaught Road / Sadhu Vaswani Road,  
On or towards South : By property bearing Revised Survey No. 36,  
On or towards West : By B.J. Road formerly known as Aga Khan lane,  
On or towards North : By 14, Connaught Road property.

Along with easements, appurtenances, available FSI/FAR including the rights to utilize the entire FSI Potential as per prevailing, revised and amended Development Control Rules including TDR, ingress, egress, pathways, incidental, consequential and other ancillary rights thereto.

**(I)(B)** All that piece and parcel of the land commonly known as 14, Connaught Road, (Sadhu Vaswani Road), bearing Division No. 3 and portion of Division No. 4 out of survey Nos. 12-C and 12C/3, having New corresponding City Survey No. 12/3 (admeasuring 1597.68 Sq. Mtrs.) and 12/4 (Part) (admeasuring 3117.08 Sq. Mtrs.) and as per Property Register Card Extract 4714.76 Sq. Mtrs., situated within the jurisdiction of Sub-Registrar Haveli, Pune and also situated within the limits of Pune Municipal Corporation and bounded as under :

On or towards East : By Connaught Road / Sadhu Vaswani Road,  
On or towards South : By 13, Connaught Road

**MURKESH B. ZENDE**  
Advocate, B. Sc., LL.B., MBA, (Corporate Law), Patent Attorney On Record



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TITLE : OWNERSHIP / SEARCH / SOLUTION

On or towards West : By B. J. Road formerly known as Aga Khan lane, and partly by property Plot bearing Division No. 5.

On or towards North : By partly Plot bearing Division No. 2, partly by Plot bearing Division No. 1 and partly by Plot bearing Division No. 5

Along with easements, appurtenances, available FSI/FAR including the rights to utilize the entire FSI Potential as per prevailing, revised and amended Development Control Rules including TDR, ingress, egress, pathways, incidental, consequential and other ancillary rights thereto.

**THE PROPERTY SCHEDULE - II ABOVE REFERRED TO  
THE DEVELOPMENT POTENTIAL OF PROMOTERS FOR PROPOSED ENTIRE LARGER BUILDING PROJECT:**

ALL THAT PIECE AND PARCEL of land property admeasuring 10,881.40 square Meters out of the total property admeasuring 15,490.08 Square Meters mentioned in the Schedule - I herein above, along with entire FSI Potential admeasuring 95144.70 Square meters and which is bounded as below :

On or towards East : By Connaught Road / Sadhu Vaswani Road,

On or towards South : By property bearing Revised Survey No. 36

On or towards West : Partly by New MPH RaB of Muniwar Abad Charitable Trust, Partly By B.J. Road formerly known as Aga Khan lane and Partly by Tenant Block,


On or Towards North : By partly Plot bearing Division No. 2, partly by Plot bearing Division No. 1 and partly by Plot bearing Division No. 5 of CTS no. 12.

**THE SCHEDULE - III ABOVE REFERRED TO  
THE SAID / SUBJECT PROJECT FOR THIS AGREEMENT :-**

ALL THAT PIECE AND PARCEL of Separate Phase of proposed Larger Building described in this Agreement and identified as "HUES OF SKY" standing as separate phase project by utilizing the aggregate FSI / FAR admeasuring 38,470.66 Square Meters, alongwith undivided ownership interest in the project land admeasuring 3036.08 Sq. Mtrs., being an undivided part of proposed larger development described in Schedule - II herein above.

DATE : 20/04/2023

PLACE : PUNE

  
MUKESH B. ZENDE  
Advocate



**Mukesh B. Zende**

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**FORMAT -- A**  
**(Circular No. 28/2021)**

**Date : 20/04/2023**

**To,**

**The Maharashtra Real Estate Regulatory Authority,  
Address : 6th and 7th Floor, Housefin Bhavan,  
Plot No. C-21, E-Block, Bandra Kurla Complex,  
Bandra (E), Mumbai 400051.**

**LEGAL TITLE REPORT**

**Subject :** Title clearance certificate with respect to the Real Estate Project identified as '**HUES OF SKY**', situated over the identified part land within the sanctioned layout of the land properties identified as 13, Connaught Road, (Sadhu Vaswani Road), Pune 411001, bearing corresponding C.T.S. No. 11, 11/1, 11/2, 11/3, 11/4, 11/5, 11/6, 11/7, 11/8, 11/9, 11/10, 11/11, 11/12, 11/13, 11/14, 11/15, 11/16, 11/17 and 11/18, bearing Old Survey No. 458 and Revised Survey No. 36 AND the property identified as 14, Connaught Road, (Sadhu Vaswani Road), bearing Division No. 3 and, portion of Division No. 4 out of survey Nos. 12-C and 12C/3, having New corresponding City Survey No. 12/3 and 12/4 (Part) situated within the jurisdiction of Sub-Registrar Haveli, Pune, and also situated within the limits of Pune Municipal Corporation (herein after referred as the **said layout plot / property**).

I have investigated the title of the said layout plot / property on the request of our clients, '**BRAMHACORP LIMITED**', a Public Limited Company, incorporated and registered under provisions of the Companies Act, 1956, having its registered office at 3, Queens Garden, Gen. Arun Kumar Vaidya Marg, Pune 411001, represented through its authorized director Mr. Dinesh Mahendrakumar Agrawal, and following documents:

- 1) Description of the property.
- 2) The Documents of the allotment of plot.
- 3) 7/12 extract and Property cards issued by the competent revenue officer of village, from the year 2022-2023, alongwith the mutation entries appearing thereon.
- 4) Search report for the 30 years from 1992-93 till 2022-23.



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On perusal of the abovementioned documents and all other relevant documents relating to title of the said property, I am of the opinion that the ownership rights and title of '**BRAMHACORP LIMITED**', a Public Limited Company, incorporated and registered under provisions of the Companies Act, 1956, having its registered office at 3, Queens Garden, Gen. Arun Kumar Vaidya Marg, Pune 411001, represented through its authorized director Mr. Dinesh Mahendrakumar Agrawal are clear, marketable and without any encumbrances.

Owners of the land :

'**BRAMHACORP LIMITED**', a Public Limited Company, incorporated and registered under provisions of the Companies Act, 1956, having its registered office at 3, Queens Garden, Gen. Arun Kumar Vaidya Marg, Pune 411001, represented through its authorized director Mr. Dinesh Mahendrakumar Agrawal.

The Promoters have got sanctioned a Layout and are developing a separate RERA Project within the layout of said property mentioned in the Property Schedule - III. The present Separate RERA Project from the 'THIRD PHASE' of proposed larger building is identified as '**HUES OF SKY**' and is situated within the proposed larger building over the layout of property identified as 13, Connaught Road, (Sadhu Vaswani Road), Pune 411001, bearing corresponding C.T.S. No. 11, 11/1, 11/2, 11/3, 11/4, 11/5, 11/6, 11/7, 11/8, 11/9, 11/10, 11/11, 11/12, 11/13, 11/14, 11/15, 11/16, 11/17 and 11/18, bearing Old Survey No. 458 and Revised Survey No. 36 AND the property identified as 14, Connaught Road, (Sadhu Vaswani Road), bearing Division No. 3 and, portion of Division No. 4 out of survey Nos. 12-C and 12C/3, having New corresponding City Survey No. 12/3 and 12/4 (Part) situated within the jurisdiction of Sub-Registrar Haveli, Pune, and also situated within the limits of Pune Municipal Corporation and the respective title and rights of owners and developers is clean, clear and marketable and free from reasonable doubts.

The report reflecting the flow of the title of above-mentioned respective land owners and about the lawful development rights of the said **BRAMHACORP LIMITED** for the subject property is enclosed herewith and marked as **ANNEXURE A**.

This report is accordingly issued.

Place : Pune

Date : 20/04/2023.



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Enclosure : ANNEXURE A

**FORMAT – A**  
**{Circular No. 28/2021}**

**FLOW OF THE TITLE OF THE SAID LAND :**

**{1} REVENUE RECORD AS ON DATE OF APPLICATION FOR REGISTRATION :-**

1. Property Register Card of City Survey Nos. 11, 11/1, 11/2, 11/3, 11/4, 11/5, 11/6, 11/7, 11/8, 11/9, 11/10, 11/12, 11/13, 11/14, 11/15, 11/16, 11/17, and 11/18 for the subject property mentioned in the First Property Schedule.
2. Property Register Card of City Survey Nos. 12/3 and 12/4 for the subject property mentioned in the Second Property Schedule.
3. Xerox copy of relevant mutation entries appearing on above mentioned copies of 7/12 extracts and property cards.

**{2} SEARCHE REPORT FOR 30 YEARS FROM YEAR 1992 TO 2022 FROM SUB-REGISTRAR OFFICE, PUNE :**

Upon payment of the prescribed fees for search vide Receipt bearing no. (1) GRN MH000431771202324, dated 11/04/2023, (2) GRN MH000425969202324P, dated 11/04/2023, (3) GRN MH000435574202324P, dated 11/04/2023, and (4) GRN MH000465183202324P, dated 11/04/2023, we have caused the title search pertaining to the said larger Land, from the year 1993 to year 2023, from the available registers of Index II maintained at the office of the Sub Registrar Haveli, Pune. We have also caused the computer search facility, made available in the office of Joint District Registrar, Pune. The kind note be taken that, from the records of Index II registers, maintained at the office of Sub Registrar Haveli, Pune, some registers are extensively mutilated, torn and pages therein are missing, however we have diligently caused the searches of the available records. As such, the purview of the search was to the available records, comprising of the hard copies and the database in the computer provided for search.



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**(3) FOR INFERRING THE TITLE OF THE SUBJECT PROPERTIES, WE HAVE PERUSED THE FOLLOWING DEEDS, DOCUMENTS :-**

1. Property Register Card of City Survey Nos. 11, 11/1, 11/2, 11/3, 11/4, 11/5, 11/6, 11/7, 11/8, 11/9, 11/10, 11/12, 11/13, 11/14, 11/15, 11/16, 11/17, and 11/18 for the subject property mentioned in the First Property Schedule.
2. Property Register Card of City Survey Nos. 12/3 and 12/4 for the subject property mentioned in the Second Property Schedule.
3. Xerox copy of notarized Power of Attorney dated 24.06.2003 executed by Mr. Nasser Mukhtar Munjee & 3 others, the trustees of MUNIWAR ABAD CHARITABLE TRUST, in favor of the Co-trustees, viz. Mr. Ahmed Akbarali Sundrani and Mr. Sherali Hasanali Karim.
4. Xerox copy of notarized Power of Attorney dated 11.06.2003 executed by Mr. Akbar Fazal Dhala, the trustee of MUNIWAR ABAD CHARITABLE TRUST, in favor of the co-trustees, viz. Mr. Ahmed Akbarali Sundrani and Mr. Sherali Hasanali Karim.
5. Xerox copy of notarized Power of Attorney dated 25.06.2003 executed by Mr. Sherali Hasanali Karim, the trustee of MUNIWAR ABAD CHARITABLE TRUST, in favor of the co-trustee, viz. Mr. Ahmed Akbarali Sundrani.
6. True copy of Resolution passed by Board of Trustees of MUNIWAR ABAD CHARITABLE TRUST, in a meeting held on 16.11.2005.
7. Certified true copy of the order dated 09.05.2006, passed U/s. 36 (1)(a) of the BOMBAY PUBLIC TRUSTS ACT, 1950, passed by Hon'ble CHARITY COMMISSIONER, MAHARASHTRA STATE, MUMBAI, in Application No. J-4/41 of 2006, preferred by MUNIWAR ABAD CHARITABLE TRUST, through its trustees viz. Mr. Nasser M. Munjee and 6 others.
8. General Power of Attorney dated 17.04.2006 registered in the office of Sub Registrar Haveli No. XII at serial No. 2911/2006, executed by Mr. RAMKUMAR B. AGARWAL in favor of Mrs. Alka Rege, for purpose of admitting the execution of deeds and documents in registration offices.
9. General Power of Attorney dated 11.05.2006 registered in the office of Sub Registrar Haveli No. XI at serial No. 3631/2006, executed by Mr. VINODKUMAR B. AGARWAL in favor of Mrs. Alka Rege, for purpose of admitting the execution of deeds and documents in registration offices.
10. Copy of Agreement dated 31.01.2006, executed by Trustees of MUNIWAR ABAD CHARITABLE TRUST unto and in favor of BRAMHA BUILDERS, through its partner, Mr. Ramkumar B. Agarwal.



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11. Copy of Deed of Confirmation dated 31.07.2006 registered in the office of Sub Registrar Haveli No. VI at serial No. 6573/2006, along with registration receipt and Index II, executed by Trustees of MUNIWAR ABAD CHARITABLE TRUST unto and in favor of BRAMHA BUILDERS, represented through its partner, Mr. Ramkumar B. Agarwal.
12. Copy of Irrevocable Power of Attorney dated 31.07.2006 registered in the office of Sub Registrar Haveli No. VI at serial No. 6574/2006, along with registration receipt, executed by Trustees of MUNIWAR ABAD CHARITABLE TRUST, unto and in favor of Mr. RAMKUMAR B. AGARWAL and Mr. VINODKUMAR B. AGARWAL, partners of M/s. BRAMHA BUILDERS.
13. Copy of Order dated 28.12.1996, passed U/s. 8(4) of the Urban Land (Ceiling & Regulation) Act, 1976, passed by Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune, in ULC case No. 80-M-Trust + 293-D-Firm.
14. Copy of Letter of Intent bearing No. ULC/D-III/u/s 22/376/3, dated 23.12.1994, U/s. 22 of the Urban Land (Ceiling & Regulation) Act, 1976, i.e. Permission for redevelopment u/s. 22 of the Urban Land (Ceiling & Regulation) Act, 1976, issued by Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune, for Land Property bearing City Survey No. 11, 11/1 to 11/18 i.e. the above-mentioned Schedule First Land Property.
15. Copy of Letter of Intent bearing No. ULC/D-III/u/s 22/376/2, dated 23.12.1994, U/s. 22 of the Urban Land (Ceiling & Regulation) Act, 1976, i.e. Permission for redevelopment U/s. 22 of the Urban Land (Ceiling & Regulation) Act, 1976, issued by Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune, for Land Property bearing City Survey No. 12/3 and 12/4 i.e. the above mentioned Schedule Second Land Property.
16. Attested xerox copy of Urban Land (Ceiling & Regulation) Act, 1976, order U/s. 8 (4) dated 28.12.1996 passed in ULC case No. 80-M-Trust + 293-D-Firm, by Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune.
17. Attested xerox copy of Judgment and Order dated 28.05.1997, in Appeal No. ULC/8(4)/1785/97, U/s. 33 of the Urban Land (Ceiling & Regulation) Act, 1976, passed by Additional Commissioner Pune Division, Pune.
18. Attested xerox copy of Urban Land (Ceiling & Regulation) Act, 1976, order u/s. 8(4) dated 19.10.1997 passed in ULC Case No. 80-M-Trust+293-D-



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- Firm, by Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune.
19. Copy of Notification dated 11.01.2001 under Sub-Section (1) of Sec. 10 of the Urban Land (Ceiling & Regulation) Act, 1976, issued by Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune.
  20. Copy of Request Letter bearing No. Ref/2K1/59/09, dated 09.01.2001, for revalidation of Letter of Intent u/s. 22 of the Urban Land (Ceiling & Regulation) Act, 1976, preferred by MUNIWAR ABAD CHARITABLE TRUST before the Additional Collector & Competent Authority, Pune Urban Agglomeration, Pune.
  21. Copy of Letter bearing No. U.L.C/Karyasan/3/S.22/376/2, dated 07.02.1996 issued by Additional Collector & Competent Authority, Pune Urban Agglomeration, Pune, addressed to MUNIWAR ABAD CHARITABLE TRUST.
  22. Copy of Letter bearing No. U.L.C/Ka-3/S.22/376/2, 2 & 3, dated 10.12.1998 issued by Additional Collector & Competent Authority, Pune Urban Agglomeration, Pune, addressed to MUNIWAR ABAD CHARITABLE TRUST.
  23. Copy of Request Letter bearing No. Ref/2K1/59/11, dated 09.01.2001, for revalidation of Letter of Intent u/s. 22 of the Urban Land (Ceiling & Regulation) Act, 1976, preferred by MUNIWAR ABAD CHARITABLE TRUST before the Additional Collector & Competent Authority, Pune Urban Agglomeration, Pune.
  24. Copy of Letter bearing No. U.L.C/Karyasan/3/S.22/376/3, dated 07.02.1996 issued by Additional Collector & Competent Authority, Pune Urban Agglomeration, Pune, addressed to MUNIWAR ABAD CHARITABLE TRUST.
  25. Attested xerox copy of Indenture of Gift Deed dated 03.08.1946 executed at Dar-es-Salaam, Tanganyika Territory, (East Africa), [Dar-es-salaam, then in Tanganyika Territory, at present in Tanzania i.e. United Republic of Tanzania] registered on 22.11.1946, in the office of Sub Registrar Haveli No. II at serial No. 1656/1946, along with testimony executed by Mr. Mohamedali Cassam Satchu, [sic], Notary Public, based at Dar-es-Salaam, Tanganyika Territory.
  26. Attested xerox copy of DECLARATION dated 26.06.1968 executed by Mr. Nadirshaw R. Mulla regarding the misplacement/loss of the original copy of Gift Deed dated 03.08.1946.
  27. Attested xerox copy of Declaration dated 09.03.1974 registered on 02.04.1974 in the office of Sub Registrar, Bombay at serial No. 391/1974, executed by Mr. Ameerali Suleman Rahimtoola, the constituted attorney of PRINCE SADRUDDIN AGA KHAN, to record the facts of ORAL GIFT made on





- 16.12.1973, of the two properties situated at Pune, one at 5. B, Byramji Jeejeebhoy Road and the other at 13, Connaught Road [i.e. the Schedule First Land Property], by Mr. Ameerali Suleman Rahimtoola, as the constituted attorney of PRINCE SADRUDDIN AGA KHAN, in favor of MUNIWAR ABAD CHARITABLE TRUST.
28. Copy of Indenture of Gift Deed dated 05.02.1976 registered on 17.02.1976, in the office of Sub Registrar Bombay at serial No. 311/1976 and annexure of building plan appended thereto, regarding Gift of the property at 14, Connaught Road, Pune, [i.e. the Schedule Second Land Property], executed by PRINCE SADRUDDIN AGA KHAN through his Constituted Attorney Mr. Ameerali Suleman Rahimtoola.
29. Copy of Letter bearing No. 2K6 /82/178 dated 10.08.2006 issued by MUNIWAR ABAD CHARITABLE TRUST, addressed to Bramha Builders, to notify the deliverance of the said Land Properties and its Title Deeds.
30. Copy of Deed of Relinquishment and Surrender of Tenancy / Occupancy Rights dated 20.09.2006, executed by Najma Shaikh and Zahid Shaikh, in favor of MUNIWAR ABAD CHARITABLE TRUST and BRAMHA BUILDERS.
31. Copy of Deed of Relinquishment and Surrender of Lease / Tenancy / Occupancy Rights dated 11.11.2008, executed by Mr. Nasser Balal Khalil, the only legal heir of original tenant/occupier late Lala Pindia in favor of Muniwar Abad Charitable Trust through their constituted attorney Mr. Ramkumar B. Agarwal.
32. Copy of Deed of Relinquishment and Surrender of Tenancy / Occupancy Rights dated 09.12.2006, executed by Smt. Khanum Shirazi Ismail Aga and consenting party thereto viz. Mr. Shapur Saydaaji Aga in favor of Muniwar Abad Charitable Trust and Bramha Builders.
33. Possession Receipt dated 18.10.2006, executed by Smt. Khanum Shirazi Ismail Aga and Mr. Shapur Saydaaji Aga, in favor of Muniwar-Abad Charitable Trust and Bramha Builders.
34. Copy of Deed of Relinquishment and Surrender of Tenancy / Occupancy Rights dated 21/11/2006, executed by Mr. Nasser Khalil and Miss. Mariam Khalil is legal heirs/representatives of original tenant Golchin Khalil in favor of Muniwar-Abad Charitable Trust and Bramha Builders.
35. Copy of Deed of Relinquishment and Surrender of Tenancy / Occupancy Rights dated 21.11.2006, executed by Mr. Sayed Ali Hashemizadeh and Mr. Sayed Kazem Hashemizadeh, in favor of Muniwar-Abad Charitable Trust and Bramha Builders.



36. Copy of Deed of Relinquishment and Surrender of Tenancy / Occupancy Rights dated 17/10/2006, executed by Munira Bendeali Jouharali and Ali Asgar, in favor of Muniwar-Abad Charitable Trust and Bramha Builders.
37. Copy of Deed of Relinquishment and Surrender of Tenancy / Occupancy Rights dated 05.04.2011, executed by Mrs. Noorbanu Abdul Makani and 4 others, in favor of Muniwar-Abad Charitable Trust and Bramha Builders.
38. Copy of Deed of Relinquishment and Surrender of Tenancy / Occupancy Rights dated 08.06.2007, executed by Development Credit Bank Ltd, through its authorized signatory Mr. K. Krishnan (Head Projects and Properties) in favor of Muniwar-Abad Charitable Trust and Bramha Builders.
39. Copies of correspondence between Bramha Builders and Development Credit Bank Ltd.
40. Copy of Deed of Relinquishment and Surrender of Tenancy / Occupancy Rights dated 02.11.2010, executed by Mr. Majid Abdul Shaikh and 5 others, in favor of Muniwar-Abad Charitable Trust and Bramha Builders.
41. Copy of Letter of Authority updated executed by Mr. Jaffar Ali Khushal Kotiya in favor of Mr. Majid Abdul Shaikh.
42. Copy of Possession Receipt dated 08.11.2010, executed by Mr. Majid Abdul Shaikh and 5 others, in favor of Bramha Builders.
43. Copy of Deed of Settlement dated 14.10.2011 executed between Muniwar-Abad Charitable Trust as First Party and Bramha Corp Infrastructures as Second Party and Mrs. Fatima Noronha as Third Party, regarding the settlement of Civil Suit No. 304/2007 about the bungalow No. F-1.
44. Copy of Deed of Relinquishment and Surrender of Tenancy / Occupancy Rights dated 13.11.2006, executed by Zensar Technologies through its Chairman and Managing Director, Dr. Ganesh Natarajan in favor of Muniwar-Abad Charitable Trust and Bramha Builders.
45. Copy of Deed of Relinquishment and Surrender of Tenancy / Occupancy Rights dated 31.08.2006, executed by Mr. Abdul Suleman Khoja in favor of Muniwar-Abad Charitable Trust and Bramha Builders.
46. Copy of Deed of Relinquishment and Surrender of Lease / Tenancy / Occupancy Rights dated 13.11.2007, executed by M/s. Asian Paints Ltd, through its authorized signatory, Mr. Manish Choksi (C.I.O.) in favor of Muniwar-Abad Charitable Trust and Bramha Builders.
47. Copy of KA PRAT of Measurement and demarcation dated 22.12.2004 issued by City Survey Officer No. 2, Pune.




48. Copy of Sale Deed executed on 18/01/2013, and registered on 19/01/2013, in the office of sub-registrar Haveli No. 6 at Serial No. 757/2013, along with Copy of Index – II Extract and Registration Receipt.
49. Copy of MORTGAGE DEED, dated 23/03/2017, registered in the office of Sub-registrar Haveli No. 10, Pune at Serial No. 3091/2017.
50. Copy of RELEASE / RECONVEYANCE DEED, dated 06/01/2022, registered in the office of Sub-registrar Haveli No. 23, Pune at Serial No. 254/2022.
51. Copy of MORTGAGE DEED, dated 12/01/2022, registered in the office of Sub-registrar Haveli No. 11, Pune at Serial No. 676/2022.

(4) As per information provided by the clients, and as per the details available, there is no litigation pending for the said project.

Date : 20/04/2023.

Place : Pune.

  
Mukesh B. Zende  
B.Sc. LL. B, MBA  
Advocate  
For TOSS LEGAL.



**{5} SEARCH DETAILS :**

**THE PROPERTY SCHEDULE – I ABOVE REFERRED TO – THE SAID LARGER LAND :-**

**(I)(A)** All that piece and parcel of the land property commonly known as 13, Connaught Road, (Sadhu Vaswani Road), Pune 411001, bearing corresponding C.T.S. No. 11 (admeasuring 3781.00 Sq. Mtrs.), 11/1 (admeasuring 780.1 Sq. Mtrs.), 11/2 (admeasuring 445.6 Sq. Mtrs.), 11/3 (admeasuring 882.10 Sq. Mtrs.), 11/4 (admeasuring 678.1 Sq. Mtrs.), 11/5 (admeasuring 55.2 Sq. Mtrs.), 11/6 (admeasuring 20.9 Sq. Mtrs.), 11/7 (admeasuring 48.5 Sq. Mtrs.), 11/8 (admeasuring 104.5 Sq. Mtrs.), 11/9 (admeasuring 1219.25 Sq. Mtrs.), 11/10 (admeasuring 1616.2 Sq. Mtrs.), 11/11 (admeasuring 556.9 Sq. Mtrs.), 11/12 (admeasuring 240.8 Sq. Mtrs.), 11/13 (admeasuring 87.8 Sq. Mtrs.), 11/14 (admeasuring 185.6 Sq. Mtrs.), 11/15 (admeasuring 22.6 Sq. Mtrs.), 11/16 (admeasuring 18.4 Sq. Mtrs.), 11/17 (admeasuring 36.8 Sq. Mtrs.) and 11/18 (admeasuring 22.6 Sq. Mtrs.), bearing Old Survey No. 458 and Revised Survey No. 36 and totally admeasuring 10802.95 Square Meters, situated within the jurisdiction of Sub-Registrar Haveli, Pune and also situated within the limits of Pune Municipal Corporation and bounded as under :

On or towards East : By Connaught Road / Sadhu Vaswani Road,  
On or towards South : By property bearing Revised Survey No. 36,  
On or towards West : By B.J. Road formerly known as Aga Khan lane,  
On or towards North : By 14, Connaught Road property.

Along with easements, appurtenances, available FSI/FAR including the rights to utilize the entire FSI Potential as per prevailing, revised and amended Development Control Rules including TDR, ingress, egress, pathways, incidental, consequential and other ancillary rights thereto.

**(I)(B)** All that piece and parcel of the land commonly known as 14, Connaught Road, (Sadhu Vaswani Road), bearing Division No. 3 and portion of Division No. 4 out of survey Nos. 12-C and 12C/3, having New corresponding City Survey No. 12/3



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(admeasuring 1597.68 Sq. Mtrs.) and 12/4 (Part) (admeasuring 3117.08 Sq. Mtrs.) and as per Property Register Card Extract 4714.76 Sq. Mtrs., situated within the jurisdiction of Sub-Registrar Haveli, Pune and also situated within the limits of Pune Municipal Corporation and bounded as under :

On or towards East : By Connaught Road / Sadhu Vaswani Road,  
On or towards South : By 13, Connaught Road property,  
On or towards West : By B. J. Road formerly known as Aga Khan lane, and partly by property Plot bearing Division No. 5.  
On or towards North : By partly Plot bearing Division No. 2, partly by Plot bearing Division No. 1 and partly by Plot bearing Division No. 5

Along with easements, appurtenances, available FSI/FAR including the rights to utilize the entire FSI Potential as per prevailing, revised and amended Development Control Rules including TDR, ingress, egress, pathways, incidental, consequential and other ancillary rights thereto.

**THE PROPERTY SCHEDULE - II ABOVE REFERRED TO  
THE DEVELOPMENT POTENTIAL OF PROMOTERS FOR PROPOSED ENTIRE LARGER  
BUILDING PROJECT:**

ALL THAT PIECE AND PARCEL of land property admeasuring 10,881.40 square Meters out of the total property admeasuring 15,490.08 Square Meters mentioned in the Schedule – I herein above, along with entire FSI Potential admeasuring 95144.70 Square meters and which is bounded as below :

On or towards East : By Connaught Road / Sadhu Vaswani Road,  
On or towards South : By property bearing Revised Survey No. 36  
On or towards West : Partly by New MPH Hall of Muniwar Abad Charitable Trust, Partly By B.J. Road formerly known as Aga Khan lane and Partly by Tenant Block,  
On or towards North : By partly Plot bearing Division No. 2, partly by Plot bearing Division No. 1 and partly by Plot bearing Division No. 5 of CTS no. 12.

**THE SCHEDULE – III ABOVE REFERRED TO  
THE SAID / SUBJECT PROJECT FOR THIS REPORT :-**

ALL THAT PIECE AND PARCEL of Separate Phase of proposed Larger Building described in this Agreement and identified as “HUES OF SKY” standing as separate



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phase project by utilizing the aggregate FSI / FAR admeasuring 38,470.66 Square Meters, alongwith undivided ownership interest in the project land admeasuring 3036.08 Sq. Mtrs., being an undivided part of proposed larger development described in Schedule – II herein above.

**(6) FLOW OF THE TITLE OF THE SAID LAND :**

**PREFACE:-**

The Schedule First Land Property, specified supra, comprises City Survey Nos. 11, 11/1, 11/2, 11/3, 11/4, 11/5, 11/6, 11/7, 11/8, 11/9, 11/10, 11/12, 11/13, 11/14, 11/15, 11/16, 11/17 and 11/18, ( bearing Survey No. 458A and bearing Revised Survey No. 36) and the Schedule Second Land Property, specified supra, embodies New City Survey Nos. 12/3 and 12/4 ( bearing Division No.3 and portion of Division No. 4, out of City Survey Nos. 12-C and 12-C/3 ), all these City Survey Nos., bear more or less, the same history and title flow.

In view of the common history, the distinct rendering of the history, for all the City Survey Numbers, mentioned above, shall be uncalled-for, and justifiably, the rewriting of history again and differently for all the above-mentioned City Survey Numbers, is dispensed with. Moreover, purporting the ease of apprehension and to lend a unified reading and comprehension, the single history is portrayed for all the above referred, City Survey Numbers and the facts peculiar to a City Survey Number, are narrated in the course of the enlightenment of history, in consonance with the chronology of occurrence.

To revive the referring, supra, the land properties mentioned in the Schedule First and Schedule Second, are collectively referred to as said '**LAND PROPERTIES**' and for discrete reference, indicted as, said '**SCHEDULE FIRST LAND PROPERTY**' and said '**SCHEDULE SECOND LAND PROPERTY**' respectively.

6.1. The said Land Properties were initially owned by His Highness SIR SULTAN MOHAMMAD SHAH AGA KHAN.

6.2. His Highness SIR SULTAN MOHAMMAD SHAH AGA KHAN, by Gift Deed dated 03.08.1946 executed at DAR-ES-SALAAM, Tanganyika Territory, (East Africa), [DAR-ES-SALAAM, then in Tanganyika Territory, at present in Tanzania i.e. United Republic of Tanzania] registered on 22.11.1946, in the office of Sub Registrar Haveli



No. II (Pune) at serial No. 1656/1946, Gifted the said Land Properties, unto and in favor of his son PRINCE SADRUDDIN AGA KHAN, and consequently the name of PRINCE SADRUDDIN AGA KHAN was mutated in the Property Register Card by mutation entry dated 14.09.1952.

Appendix:-

6.2.1. To authenticate the execution of Gift Deed dated 03.08.1946, by His Highness SIR SULTAN MOHAMMAD SHAH AGA KHAN, at DAR-ES-SALAAM, Tanganyika Territory, (East Africa), a testimonial dated 03.08.1946 executed by Mr. Mohamedali Cassam Satchu, [sic], a public notary, based at DAR-ES-SALAAM, Tanganyika Territory, (East Africa), was appended to the Gift Deed dated 03.08.1946 and the Gift Deed dated 03.08.1946 was registered on 22.11.1946, in the office of Sub Registrar Haveli No. II (Pune) at Serial No. 1656/1946, by Mr. Majid Aziz Khan, the constituted attorney of His Highness SIR SULTAN MOHAMMAD SHAH AGA KHAN.

6.2.2. The two states Tanganyika and Zanzibar united in the year 1964 to form the United Republic of Tanganyika and Zanzibar, which later the same year was renamed, the United Republic of Tanzania.

6.3. Reportedly, His Highness SIR SULTAN MOHAMMAD SHAH AGA KHAN, died circa the year 1956.

6.4. Under the Maharashtra State's Weights and Measures, Enforcement Act 1958 and The Indian Coinage Act, 1955, the area and assessment of the said Land Properties were converted to the metric system, and accordingly the area was converted from square yards to the square meter and assessment converted from Anna & Paise to Rupees & Paise. The conversion was recorded in the Property Register Card.

6.5. The instrument of notarized Declaration dated 26.06.1968 was executed by Mr. Nadirshah R. Mulla, one of the partners in the solicitor firm of M/s. MULLA AND MULLA AND CRAIGIE BLUNT AND CAROE convey to knowledge the factum of loss/misplacement of the original copy of Gift Deed dated 03.08.1946 executed by His Highness SIR SULTAN MOHAMMAD SHAH AGA KHAN unto and in favor of his son PRINCE SADRUDDIN AGA KHAN. In compliance with the request of Mrs. Pasha Begum Busheri, the constituted attorney of PRINCE SADRUDDIN AGA KHAN, the



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above-mentioned notarized Declaration dated 26.06.1968 was executed by Mr. Nadirshah R. Mulla, to record the factum of loss/misplacement of the original copy of Gift Deed dated 03.08.1946.

**Appendix:-**

6.5.1. Mr. Nadirshah R. Mulla attended to the income tax matters of His Highness SIR SULTAN MOHAMMAD SHAH AGA KHAN during the lifetime of late His Highness Sir Sultan Mohammad Shah Aga Khan and the loss/misplacement of the original copy of Gift Deed dated 03.08.1946 being reported to Mr. Nadirshah R. Mulla, the notarized Declaration dated 26.06.1968 was executed by Mr. Nadirshah R. Mulla to accord an authenticity to the recording of the loss/misplacement.

6.6. Under the order bearing No. MSII/571, dated 28.06.1968 issued by City Survey Officer, the landholding tenure about the said Land Properties was changed and the endorsement in the Property Register Card, reading 'Caste Inam' was deleted as the Caste Imams were abolished. The change of tenure was recorded in the Property Register Card by mutation entry dated 28.06.1968.

6.7. The mutation entry dated 16.05.1969 recorded in the Property Register Card about City Survey No. 12/3 and 12/4 i.e. said Schedule Second Land Property, gives an account of the formation of new sub hissas and the consequent revision in the area and the separate numbering thereof.

6.8. Mr. Ameerli Suleman Rahimtoola, the constituted attorney of PRINCE SADRUDDIN AGA KHAN, executed a DECLARATION dated 09.03.1974 registered on 02.04.1974 in the office of Sub Registrar Bombay at serial No. 391/1974, to record the facts of ORAL GIFT made on 16.12.1973, of the two properties situated at Pune, one at S. B. Byramji Jeejeebhoy Road and the other at 13, Connaught Road [i.e. the Schedule First Land Property], by Mr. Ameerli Suleman Rahimtoola, as the constituted attorney of PRINCE SADRUDDIN AGA KHAN, in favor of MUNIWAR ABAD CHARITABLE TRUST, a Public Charitable Trust registered under No. E-4857 (BOM) under provisions of Bombay Public Trusts Act, 1950, having its office at 405A/407, Jolly Bhavan No. 1, 10, New Marine Lines, Mumbai 400020. Accordingly, the name of MUNIWAR ABAD CHARITABLE TRUST, (for brevity said 'TRUST') was





recorded in the Property Register Card about the said Schedule First Land Property by mutation entry dated 01.09.1992.

6.9. PRINCE SADRUDDIN AGA KHAN sold an area admeasuring 438.96 sq.mt., out of the City Survey No. 12/4 i.e. from the Schedule Second Land Property, unto and in favor of M/s. HOTEL ROSALIA PRIVATE LIMITED by Sale Deed dated 24.09.1974, registered in the office of Sub Registrar Bombay at serial No. 1463/1974 and the effect of sale was mutated in the Property Register Card by mutation entry No. 07.02.1975.

6.10. PRINCE SADRUDDIN AGA KHAN through his Constituted Attorney Mr. Ameerali Suleman Rahimtoola, gifted the said Schedule Second Land Property, by Gift Deed dated 05.02.1976 registered on 17.02.1976, in the office of Sub Registrar Bombay at serial No. 311/1976, unto and in favor of the said Trust and consequently the name of said Trust was recorded in the Property Register Card about the said Schedule Second Land Property by mutation entry dated 13.05.2003.

6.11. The said Trust had let some of the dwelling units, premises, messuages, and tenements standing on the said Land Properties, to some tenants.

7. NAIVETE BY THE PROVISIONS OF THEN APPLICABLE, URBAN LAND (CEILING & REGULATION), ACT, 1976:-

7.1. PROLOGUE: -

The Urban Land (Ceiling & Regulation) Act, 1976, was a law in India enacted in the year 1976, with the intent of imposing a ceiling on holdings of vacant land in urban agglomerations, and eventually acquiring the lands over the ceiling limit, with a purpose of preventing the concentration of urban land in the hands of a few persons and speculation and profiteering therein and to bring about an equitable distribution of land in urban agglomerations to sub-serve the common good.

By a Notification dated 29/11/2007 published by the Government of Maharashtra, the Urban Land (Ceiling and Regulation) Repeal Act, 1999 (in short "the Repeal Act") was brought into force in the State of Maharashtra.

7.2. GIST:-

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The conventional manner of presenting the gist after a description, is deviated from, only to ease the reader's comprehension and the gist flows as follows:

7.2.1. The said Trust had filed returns of their landholdings under the provisions of Section 6(1) of the Urban Land (Ceiling & Regulation), Act, 1976 on 13/08/1976, and the said Land Properties covered by being built up properties were ascertained as non-vacant by the provisions of Section 2 (q) of Urban Land (Ceiling & Regulation), Act, 1976 and thence allowed to be retained by the said Trust.

7.2.2. The said Trust with intention of causing redevelopment of the said Land Properties preferred application of Letter of Intent u/s. 22 of the Urban Land (Ceiling & Regulation) Act, 1976, seeking permission for the redevelopment of the said Land Properties, u/s. 22 of the Urban Land (Ceiling & Regulation) Act, 1976, which was granted by the Competent Authority, by two, letters of Intent u/s. 22 of the Urban Land (Ceiling & Regulation) Act, 1976, bearing No. ULC/D-III/u/s. 22/376/2 and bearing No. ULC/D-III/u/s 22/376/3, both the Letter of Intent dated 23.12.1994. The time extension was granted by the Competent Authority on three occasions, however, the demolition of the buildings and structures on the said Land Properties remained to be done by the said Trust and the final permission u/s. 22 was not sought by the said Trust.

7.2.3. The above-indited gist is sufficient to drive home the substance of the effects of the then-applicable Urban Land (Ceiling & Regulation) Act, 1976. However as required by the propriety for presenting a Search & Title Report, the recount of minutiae of the orders passed under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 is given infra.

Nevertheless, the reader may bear in mind, that the minutiae itemized herein below, have no bearing on the said Land Properties, as the said Land Properties were built up properties and thence determined as non-vacant.

### 7.3. ELABORATION OF APPLICATION OF URBAN LAND (CEILING & REGULATION), ACT, 1976:-

7.3.1. The said Trust had filed a statement of their landholdings under the provisions of Section 6 (1) of the Urban Land (Ceiling & Regulation), Act, 1976 on



13.08.1976, the return of land holdings, filed by the said Trust was numbered as ULC case No. 80-M-Trust+293-D-Firm and adjudicated by order dated 28.12.1996, u/s. 8 (4) of the Urban Land (Ceiling & Regulation) Act, 1976, passed by Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune. Under the observations recorded by the Competent Authority in the aforementioned order dated 28.12.1996, q.v. ibid. Page No. 6 paragraph No. 6, the said Land Properties were excluded from the vacant land holding of said Trust, as the said Land Properties were built up properties and thence, non-vacant, according to the provisions of S. 2 (q) of Urban Land (Ceiling & Regulation), Act, 1976.

7.3.2. By the order dated 28.12.1996, U/s. 8(4) of the Urban Land (Ceiling & Regulation) Act, 1976, passed by Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune, the other lands owned by the said Trust mentioned in the order dated 28.12.1996 was declared surplus to the extent of 87521.75 Sq. Mtrs. It is to be noted that the subject properties for this report are not included in those surplus lands.

7.3.3. As the other lands owned by the said Trust were declared surplus to the extent of 87521.75 Sq. Mtrs., by the order dated 28.12.1996, the said Trust preferred Appeal U/s. 33 of the Urban Land (Ceiling & Regulation), Act, 1976, bearing Appeal No. ULC/8(4)/1785/97, before the Additional Commissioner, Pune Division, Pune, the said Appeal No. ULC/8(4)/1785/97 was allowed and decided on 28.05.1997 and the matter was remitted with instructions therein, by The Additional Commissioner, Pune Division, Pune, to Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune. Accordingly, the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune, passed a new (revised) order u/s. 8(4), dated 19.11.1997, thereby declaring the said Trust as a surplus holder to the extent of 55186.13 Sq. Mtrs. Subsequently, the Final Statement U/s. 9 and Notification U/s. 10 (1) of Urban Land (Ceiling & Regulation) Act, 1976, was issued by Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune, on 11.01.2001. It is to be noted that the subject properties for this report are not included in those surplus lands.

7.3.4. The said Trust preferred application dated 29.01.2002 before Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune, thereby submitting that the points rendered in the application were not considered while passing the order u/s. 8(4), consequently the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune, upon considering the points referred



by the said Trust and the vindicatory documents furnished by the said Trust, by powers U/s. 34/45 granted by circular bearing No. ULC/1079(3953)/D-XIII dated 26.03.1991, titled Govt. in Housing and Special Assistance Department Circular, passed a Corrigendum order dated 14.02.2002 and thereby declared the landholding of the said Trust as non-surplus and withdrew the above mentioned Final Statement U/s. 9 and Notification U/s. 10 (1) of Urban Land (Ceiling & Regulation) Act, 1976 and the Choice Plan issued earlier. It is to be noted that the subject properties for this report are not included in these orders.

7.3.5. The above recount regarding the Urban Land (Ceiling & Regulation) Act, 1976, is beside the point, and the reader may please bear in mind, the above-cited gist about the said Land Properties, that the said Land Properties being built-up properties, were non-vacant under the definition of S. 2 (q) of Urban Land (Ceiling & Regulation) Act, 1976 and for that reason, allowed to be retained by the said Trust.

7.3.6. Regarding the said Land Properties, the said Trust applied Letter of Intent U/s. 22 of the Urban Land (Ceiling & Regulation) Act, 1976, seeking permission for redevelopment of the said Land Properties, U/s. 22 of the Urban Land (Ceiling & Regulation) Act, 1976, which was granted by the Competent Authority, by two, Letter of Intent U/s. 22 of the Urban Land (Ceiling & Regulation) Act, 1976, bearing No. ULC/D-III/u/s 22/376/2 and bearing No. ULC/D-III/u/s 22/376/3, both the Letter of Intent, dated 23.12.1994, upon the conditions rendered therein. Subsequently, the time extension was granted by the Competent Authority on three occasions, however, the demolition of the buildings and structures on the said Land Properties was remained to be done, due to tenant's rights settlement by the said Trust and the final permission U/s. 22 was not sought by the said Trust. Subsequently, by a Notification dated 29/11/2007 published by the Government of Maharashtra, the Urban Land (Ceiling and Regulation) Repeal Act, 1999 (in short "the Repeal Act") was brought into force in the State of Maharashtra. After repealing the act, there is no necessity to get a further extension under Urban Land (Ceiling & Regulation) Act, 1976 and thus the said properties are out of any further restrictions under Urban Land (Ceiling & Regulation) Act, 1976.

#### 8. DEVOLUTION OF SAID LAND PROPERTIES:-

Devolution of said Land Properties unto 'Bramha Corp Infrastructures Private Limited' [originally constituted as a registered partnership firm, under



Indian Partnership Act, 1932 known as M/s. 'BRAMHA BUILDERS', and subsequently as 'BRAMHACORP INFRASTRUCTURES']

## ELUCIDATION:- CHANGE IN ENTITY,

All the mentioned Agreements, Deeds, and Power of Attorneys were duly executed and registered by the above-mentioned erstwhile owner in favor of the Promoters then named and styled as 'M/s. BRAMHA BUILDERS' is a partnership firm registered under the provisions of the Indian Partnership Act, 1932. The true extract of the records issued by the office of Assistant Registrar of Firms, Pune, testifies that the name of the partnership firm was changed from 'M/s. BRAMHA BUILDERS' to 'M/s. BRAMHACORP INFRASTRUCTURES' with effect from 27/05/2011. Lately, the partnership firm viz. 'M/s. BRAMHACORP INFRASTRUCTURES' was converted and registered into a Private Limited Company and named 'BRAMHACORP INFRASTRUCTURES PRIVATE LIMITED', incorporated under Part IX provisions of the Companies Act, 1956, as manifested by the certificate of incorporation dated 27/03/2012, issued by Registrar of Companies, Maharashtra, Pune. As such, the change from partnership firm named 'M/s. BRAMHA BUILDERS', subsequently to 'M/s. BRAMHACORP INFRASTRUCTURES' and to a Private Limited Company incorporated under Part IX provisions of the Companies Act, 1956, named 'BRAMHACORP INFRASTRUCTURES PRIVATE LIMITED' be kindly noted. Subsequently vide incorporation certificate dated 04/09/2013, the name of 'BRAMHACORP INFRASTRUCTURES PRIVATE LIMITED' changed to 'BRAMHACORP PRIVATE LIMITED'. In addition to this, vide incorporation certificate dated 29/10/2013, the name of 'BRAMHACORP PRIVATE LIMITED' changed to 'BRAMHACORP LIMITED'. In the narration infra, the firm is referred to as said 'M/s. BRAMHA BUILDERS', subsequently as 'M/s. BRAMHACORP INFRASTRUCTURES' and said 'BRAMHACORP LIMITED' as it existed at the relevant point of time and as referred in the context of the documents concerned.

In the narration infra, the firm is referred to as said 'Bramha Builders' and said 'Bramha Corp Limited' as it existed at the relevant point of time and as referred to in the context of the documents concerned.

8.1. The said Trust for good and sufficient reasons intended to sell the said Land Properties and accordingly put out to tender, by publishing Tender Notice in a newspaper on 19/08/2005, 13/09/2005, and 14/10/2005. The said Trust received some offers of purchase from distinct parties but all these offers of the purchase



were conditional and not accepted by the said Trust and thence rejected and the resolution was passed to that effect, by the said Trust.

8.2. The said 'Bramha Builders' submitted their offer of purchase by Letter of Offer dated 16.11.2005. Upon due consideration of the offer of purchase submitted by said 'Bramha Builders' the said Trust accepted the offer of purchase by their letter dated 18.11.2005.

8.3. The said Trust upon receipt of substantial valuable consideration from said 'Bramha Builders' in harmony with stipulations of the tender documents, executed the Agreement dated 31.01.2006 and thereby entrusted the development rights about the said Land Properties and otherwise agreed to sale the said Land Properties unto and in favor of said 'Bramha Builders'.

8.4. The said Trust procured the permission for sale u/s 36(1)(a) of the Bombay Public Trusts Act, 1950, from the Charity Commissioner, Maharashtra State, Mumbai, by order dated 09.05.2006 passed on Application No. J-4/41 of 2006.

8.5. The total consideration for the purchase of the said Land Properties was tendered by said 'Bramha Builders' to the said Trust and the necessary permission for sale u/s 36(1)(a) of the Bombay Public Trusts Act, 1950, is obtained from the Charity Commissioner, Maharashtra State, Mumbai, by order dated 09.05.2006, the said Trust delivered the possession of the said Land Properties to said 'Bramha Builders' and executed Deed of Confirmation dated 31.07.2006 registered in the office of Sub Registrar Haveli No. VI at serial No. 6573/2006 in favor of said 'Bramha Builders'.

#### 9. ABSOLUTE OWNERSHIP:-

The said Trust obtained an extension of time limit for execution of Conveyance Deed, from Charity Commissioner, Maharashtra State, Mumbai, by order dated 06/07/2012, and conveyed the said Land Properties by executing Sale Deed dated 18/01/2013 registered in the office of Sub Registrar Haveli No. 06, on 19/01/2013 at serial No. 757/2013, in favor of BramhaCorp Infrastructures Private Limited. Thus the said BramhaCorp Infrastructures Private Limited became the absolute owner of the said property. As per the above-mentioned details, all assets and liabilities of BramhaCorp Infrastructures Private Limited were transferred to



the existing limited company. Thus BramhaCorp Limited is the lawful owner of said properties.

#### 10. SETTLEMENT OF TENANTS:-

10.1. Tenant settlement has been done based on the following Executed documents with the respected tenant.

10.2. That the tenant Mr. Abdulkarim Abdulaziz Poonawala (Ismail) & his family members, had resided in Room No. A – 5 on the ground floor, situated at schedule first land, they had occupied the said Room No. A – 5 on a tenancy basis. As per our client information, the said tenant upon receipt of a substantial consideration amount, they have executed a Deed of Relinquishment and Surrender of Tenancy / Occupancy Right on 03.08.2012 in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders'). And on the same date, the said tenants have handed over vacant & peaceful possession in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders'). Currently, the said Room No A – 5 has been demolished by our client.

10.3. That the tenant Mr. Amin Bashruddin Poonawala (Ismail) & his family members, all being legal heirs of Late. Bashiruddin B. Ismail had resided in Room No. A – 6 & A - 7 on the ground floor / First Floor, situated at schedule first land, they had occupied the said Room No. A-6 & A-7 on rental basis. As per information provided by our client, the said tenant upon receipt of a substantial consideration amount, they have executed a Deed of Relinquishment and Surrender of Tenancy / Occupancy Right on 04.01.2013 in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders'). And on the same date, the said tenants have handed over vacant & peaceful possession in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders'). Currently, the said Room No A – 6 & A - 7 has been demolished by our client.

10.4. That the tenant Mr. Tmash Khan Gulu Khan Alias Saddruddin Khan & his family members, had resided in Room No. A – 9 on the ground floor, situated at schedule first land, they had occupied the said Room No. A – 9 on a tenancy basis. As per our client information the said tenant upon receipt of a substantial consideration amount, they have executed a Deed of Relinquishment and



Surrender of Tenancy / Occupancy Right on 15.10.2012 in Favour of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders'). And on the same date, the said tenants have handed over vacant & peaceful possession in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders'). Current the said Room No A – 9 has been demolished by our client.

10.5. That the tenant Mr. Parveen Imtiyazali Murad & his family, being a legal heir of Late Majlas Ara, had resided in Room No. A – 13 on the ground floor, situated at schedule first land, they had occupied the said Room No. A – 13 on a tenancy basis. As per our client information the said tenant upon receipt of a substantial consideration amount, they have executed a Deed of Relinquishment and Surrender of Tenancy / Occupancy Right on 20.11.2006 in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders'). And on the same date, the said tenants have handed over vacant & peaceful possession in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders'). Currently, the said Room No A – 13 has been demolished by our client.

10.6. That the tenant Mrs. Fatima Mahamood Shaikh & Mushtaque Mahamood Shaikh, had resided in Room No. C – 6, situated at schedule first land, they had occupied the said Room No. C – 6 on a tenancy basis. As per our client information, our client has desired to Provide alternative accommodation to the said tenant in the new building to be constructed over schedule first land, and accordingly, the said tenant agreed and accepted the offer of our client. And hence on 08.05.2012, the said tenant executed an Agreement in Favour of Muniwar – Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders') on the terms and conditions mentioned in the agreement. And on the same date, the said tenants have handed over vacant & peaceful possession in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders') for further development. Current the said Room No C-6 has been demolished by our client.

10.7. That the tenant Mr. Ahmedali Habib Mitha (Poonawala) and his family members had resided in Room No. B-3, B-8, B-9 on the ground floor, situated at schedule first land, they had occupied the said Room No. B-3, B-8, B-9 on a tenancy basis. As per our client information the said tenant upon receipt of a substantial consideration amount, they have executed a Deed of Relinquishment and





Surrender of Tenancy / Occupancy Right on 11.10.2012 in Favour of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders'). And on the same date, the said tenants have handed over vacant & peaceful possession in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders'). Currently the said Room No. B-3, B-8, and B-9 have been demolished by our client.

10.8. That the tenant Mr. Kamruddin Habib Poonawal (Mitha) & his family members had resided in Room No. B-13, on the ground floor, situated at schedule first land, they had occupied the said Room No. B-13 on a tenancy basis. As per our client information the said tenant upon receipt of a substantial consideration amount, through his constituted attorney Mr. Ahmedali Habib Mitha has executed a Deed of Relinquishment and Surrender of Tenancy / Occupancy Right on 11.10.2012 in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders') and on the same date the said tenants have handed over vacant & peaceful possession in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders'). Currently the said Room No. B-13 has been demolished by our client.

10.9. That the tenant Mrs. Fatma Abdulali & his family members had resided in Room No. C-6, situated at schedule first land, they had occupied the said Room No. C-6 on a tenancy basis. As per our client information the said tenant upon receipt of substantial consideration amount, they have executed Deed of Relinquishment and Surrender of Tenancy / Occupancy Right on 11.09.2012 in Favour of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders') and on the same date the said tenants have handed over vacant & peaceful possession in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders'). The current status of the said Room No. B-13 has been demolished by our client.

10.10. That the tenant Mr. Sayed Mehmood Sayed Ebrahim & Mr. Sayed Mehmood Sayed Ebrahim & his family members had resided in Room No. C-8, situated at schedule first land, had occupied the said Room No. C-8, on a tenancy basis. As per our client information the said tenant upon receipt of a substantial consideration amount, they have executed a Deed of Relinquishment and Surrender of Tenancy / Occupancy Right on 01.02.2012 in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders') and on the same date the said tenants have handed over vacant &



peaceful possession in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders'). Current status of the said Room No. C 8 has been demolished by our client.

10.11. That the tenant Mr. Sultan Noorali Lokhandwala & his family members, being legal heirs of Late Noorali Hasanali Lokhandwala, had resided at Room No. C- 11, situated at schedule first land, they had occupied the said Room No. C- 11, on a tenancy basis. As per our client information the said tenant upon receipt of a substantial consideration amount, they have executed a Deed of Relinquishment and Surrender of Tenancy / Occupancy Right on 28.01.2012 in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders') and on the same date the said tenants have handed over vacant & peaceful possession in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders'). Current status of the said Room No. C-11 has been demolished by our client.

10.12. That the tenant Mr. Sayed Ali Hashemizadeh & Sayed Kazem Hashemizadeh had resided in Room No. D- 2, D-3, D-4, situated at schedule first land, they had occupied the said Room No. D- 2, D-3, D-4, on a tenancy basis. As per our client information the said tenant upon receipt of a substantial consideration amount, the said tenants have executed a Deed of Relinquishment and Surrender of Tenancy / Occupancy Right on 21.11.2006 in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders') and on the same date the said tenants have handed over vacant & peaceful possession in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders'). Current status of the said Room No. D-2, D-3, and D-4 have been demolished by our client.

10.13. That the tenant Mr. Nasser Khalil & Miss Mariam Khalil had resided in Room No. D-5, situated at schedule first land, had occupied the said Room No. D- 5, on a tenancy basis. As per our client information the said tenant upon receipt of a substantial consideration amount, they have executed a Deed of Relinquishment and Surrender of Tenancy/Occupancy Right on 21.11.2006 in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders'). And on the same date, the said tenants have handed over vacant & peaceful possession in favor of Muniwar Abad Charitable Trust & M/s. Bramha Builders. Current status of the said Room No. D- 5 has been demolished by our client.



10.14. That the tenant Mr. Nasser Balal Khalil & his family members, being legal heirs of original tenant Late Mr. Lala Pindia, had resided at Room No. D-6, situated at schedule first land, had occupied the said House No. D-6, on a tenancy basis. As per information provided by our client, the said tenant upon receipt of a substantial consideration amount, they have executed a Deed of Relinquishment and Surrender of Tenancy / Occupancy Right on 11.11.2008 in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders') and on the same date the said tenants have handed over vacant & peaceful possession in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders'). Current status of the said Room No. D- 6 has been demolished by our client.

10.15. That the tenant Mrs. Fatima Noronha & his family members, being legal heirs of original tenant Late Mr. Aga Ahmed Furrakh Shah Al Hussaini, had resided at Bungalow No. F - 1, situated at schedule first land, had occupied the said Bungalow No. F - 1, on a tenancy basis. As per our client information, our client has desired to Provide alternative accommodation to the said tenant in the new building to be constructed over schedule first land, and accordingly, the said tenant agreed and accepted the offer of our client. And hence on 08.05.2012, the said tenant executed a Deed of Settlement in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders') on the terms and conditions mentioned in the Settlement Deed. And on the same date, the said tenants have handed over vacant & peaceful possession in favor of Muniwar Abad Charitable Trust & BramhaCorp Limited (Erstwhile known as M/s. 'Bramha Builders') for further development. Current status of the said Room No. D- 6 has been demolished by our client.

#### 11. CORRECTION OF AREA IN PROPERTY REGISTER CARD.

11.1. The District Superintendent Land Record, Pune, passed order bearing No. SHI/NA. BHU/KA.VI. 354/2008 outward No. 5509, Pune, dated 02.08.2010, whereby the area of City Survey No. 11/9 was corrected from 18.40 sq. meters., to 1219.25 sq. meters., and the relevant entry was mutated in the Property Register Card about City Survey No. 11/9 by mutation entry No. 489 dated 09.08.2010.

*Apk*  


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**12. LARGER LAYOUT POTENTIAL AND STAGE WISE DEVELOPMENT COMPLETED BY THE BRAMHACORP LIMITED, AS WELL AS DETAILS OF THE ONGOING DEVELOPMENT BY BRAMHACORP LIMITED :**

**LAYOUT POTENTIAL OF SAID LARGER LAND AND PHASE WISE DEVELOPMENT BY PROMOTERS:**

By virtue of the aforesaid related deeds and documents, the Owner/Promoters alone have the sole and exclusive right to construct the separate RERA Project Buildings within sanctioned layout of said larger land after taking appropriate sanctions, revised sanctions, permissions and revised permissions from the Competent Development Authority and other Statutory Authorities. Under the rights acquired under above mentioned title deeds and documents, the Owner/Promoters are entitled to develop said **larger land** described in the Property Schedule – I mentioned hereinabove. As per their planned development of said **larger land** in various stages and RERA Phases, the Promoters undertook the Development of subject entire layout of **larger land** in different Phases and various Separate Projects under such Phases.

The Promoters have proposed to construct on the said **larger land** a proposed **larger Building** having separate independent commercial and residential RERA projects. This Report is for the Residential Phase development within the larger Building, named and styled as "**HUES OF SKY**" comprising of following :

- (a) The proposed separate commercial and residential RERA projects are to be situated within proposed **Larger Building**, to be situated over said **larger land** and on a single plinth, as 'High Rise Building' till prevailing maximum building height permissible upto 131.5 Meters from Normal Ground Level, as permitted by the Competent Authorities.
- (b) The Separate Commercial RERA Phases are already registered with MAHARERA Authority and named as 'BOULEVARD, Part of TOWERS PHASE 1' and, 'BOULEVARD TOWER A1'. The undivided ownership interest in the layout land alongwith the FSI Potential of those separate RERA Projects are already disclosed to MAHARERA Authority, and those separate commercial projects are not forming part of Residential Phase Development and all RERA phases are shown in the schematic Map attached to each agreement from said project.



- (c) The entire Floor Space Index (FSI) Potential including, inherent FSI, TDR, Paid FSI, Ancillary FSI, Fungible FSI, Green Building FSI etc. (all kinds of FSI permitted and allowed by the competent development authorities) of the larger layout Land is mentioned in the '**PROPERTY SCHEDULE II**' of this Report.
- (d) Considering the vast development of the larger layout, the proposed development of larger building and layout is subdivided in various proposed Commercial and Residential RERA Phases, to be developed in different Horizontal and Vertical Floors of the larger building standing on a common/annexed plinth. All separate RERA Phases shall be having undivided proportionate ownership interest in the said larger project land described in the 'Property Schedule - II' and conveyance of superstructure along with undivided interests in the ownership of larger land will be executed in favor of separate entity/amalgamated entities and/or their Common Federation accordingly, as per guidelines of RERA Act.
- (e) The restricted/allocated Parking Zones for respective proposed RERA Phases under larger layout will be identified upon completion of entire development of all parking levels and zones.
- (f) As First Commercial Phase of proposed larger building, the Promoters propose to develop a part portion of larger building identified as 'BOULEVARD, Part of TOWERS PHASE 1' and, as Second Commercial Phase of larger building, the Promoter is developing part portion of larger building identified as 'BOULEVARD TOWER A1'. The next separate RERA Phases will be developed as per the planning of Promoters, and after registering same as separate RERA Projects.
- (g) As THIRD RERA PHASE of larger building, the Promoters propose to develop a Residential RERA Phase identified as "**HUES OF SKY**" and the FSI Potential of this THIRD RERA Phase is described in the **PROPERTY SCHEDULE - III** written hereinabove in the report and hereinafter referred as '**said Project**' for this report. The allocated Building Floors of "**HUES OF SKY**" will be considered as '**said project**' and are marked in the annexures attached in the Apartment Agreements.
- (h) The said project is a vertical development of identified part floors of proposed larger building, starting from 03<sup>rd</sup> floor, upto 36<sup>th</sup> floor.
- (i) The Allottees of the **said project** will get allocated parking areas from specified levels of parking zones / levels from common basements of the larger building. However, final possession-handover of such allocated



parking areas is scheduled separately in context to the completion of development for all parking level / floors as stated herein above and as mentioned in the **Clause 10.9** mentioned in the respective Agreement. Till Allottees get possession of earmarked allocated parking area mentioned in their respective Agreements, they will be facilitated with Temporary Parking Areas within the completed Basements / Temporary Parking Area.

- (j) The portion of proposed larger building shown in the Annexure attached to respective agreements, having Ground and Upper SIX floors will form part of proposed Separate RERA Phase being a Commercial Development. The Ground and First Floors from proposed larger building and as shown in the Annexure attached to Agreements, is agreed to be handed over to 'THE OFFICE OF STATE EXCISE' as 'Alternate Accommodation in lieu of Old Tenanted Premises', as agreed under written Arrangement with the Government Authorities. This Excise Office Premises is to be considered as a Separate Independent Unit and shall not form part of any RERA Project in the larger Building within the larger layout. Said Excise Office Premises will be having independent access, entry-exit points, and separate parking spaces and other committed separate facilities. The said Excise Office Premises shall not form part of any of the Societies / Associations / Federation etc. proposed to be formed for the larger layout and shall always be an independent separate entity in the larger building and layout and, the said premises of Excise Office Premises will be conveyed separately in their favor.
- (k) The Promoters have disclosed that there will be multiple separate RERA Phases to complete the entire proposed larger building and those proposed separate RERA Phases from the larger building are not made subject matter under this Agreement.
- (l) The other each floor portions of larger building except **said project** will be developed as existing / next separate RERA Phases of proposed larger Building. As the next RERA Phases are not registered with MAHARERA Authority, shall not form part of '**said Project**' and as per scheduled plan of the Promoters, they can change or revise the use of next RERA Phases in future.
- (m) The '**said project**' and the proposed Wings/Towers/ RERA Project/s of larger building will be standing on the single/annexed Plinth situated over said larger Layout land admeasuring approximately 10,881.40



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Square Meters and is to be considered as entire Project Land for proposed larger building having separate RERA Projects. The total FSI Potential of proposed larger building is 95144.70 Square Meters. Each Separate RERA Project within larger building will be having proportionate undivided ownership interest in the entire Larger Layout land, in proportion to the FSI consumed for such RERA Project. Accordingly, the **said project** is having undivided ownership interest in the Project land admeasuring approximately 3036.08 Square Meters. The same details are well disclosed and shown in respective project registration with MAHARERA Authority.

It is clarified and reiterated by the Promoters that the entire proposed Larger Building, is not offered for sale under this report or under any advertisement and promotional correspondences. The promoters only offered for sale **said project, 'HUES OF SKY'**, which is registered as separate project on record of Maharashtra Real Estate Regulatory Authority (MahaRERA) and this report shall remain restricted and limited for '**said project**' as enumerated in this entire report.

The Promoters as aforesaid, further propose to subsequently in due course, construct and develop the other parts of the proposed larger building by utilizing the entitled, allowable and unconsumed FSI potential out of Land described in the 'Property Schedule - II' written in this report and each such further part floor construction will constitute a separate independent RERA project under prevailing law. All separate RERA projects shall have right for only sharing common areas and facilities from the proposed larger building (if any), as may be made available by the Promoters.

THUS, TO CONCLUDE THE FINAL DESCRIPTION OF THE SUBJECT PROJECT FOR THIS REPORT, IT IS CLARIFIED, EXPLAINED AND INFORMED BY THE PROMOTERS THAT THE '**SAID PROJECT**' IDENTIFIED AS '**HUES OF SKY**' OUT OF PROPOSED LARGER BUILDING, IS TO BE CONSIDERED AS '**SAID PROJECT FOR THIS REPORT**' AND WHICH IS SPECIFICALLY DESCRIBED IN THE '**PROPERTY SCHEDULE-III**' WRITTEN IN THIS REPORT.

**SUMMATION:-**



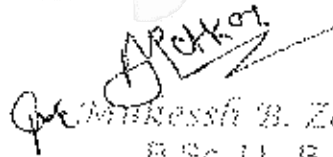
Placing our reliance on the documents perused, search caused and information gathered and by the renderings in the foregoing paragraphs, We sum up the present Search and Title Report by citing our opinion as follows:-

The said Land Properties mentioned in Property Schedule I and II are owned and Possessed by BRAMHACORP LIMITED. The owners have absolute and lawful right to develop the proposed Real Estate Project as mentioned in the Property Schedules mentioned hereinabove. The said Land Properties are free from encumbrances, liens, and reasonable doubts and there are no Court Cases or proceedings are pending against subject properties or any part thereof. The owners, BRAMHACORP LIMITED bear clean, clear, and marketable title to the said Land Properties, without any defect.

After perusing the entire title documents, and relevant revenue papers and taking a diligent search for pendency of any Court Cases or disputes or claims against said property or said project, we state that, there is no any litigation pending against said property or said project or any part thereof.

This report is accordingly issued.

Place : Pune  
Date : 20/04/2023

  
Mukesh B. Zende  
B.Sc. LL. B. MBA  
Advocate  
For TOSS LEGAL

