



Ref.:

**TITLE REPORT**

Date:

**I. DESCRIPTION OF THE PROPERTY**

All those piece and parcel of land of ground admeasuring in the aggregate 131383 sq.mtrs. comprised of lands/portions mentioned in the table below, all situate, lying and being at Village Sus within the Registration Sub-District of Taluka Mulshi, District Pune the details of the lands are as following:

Survey No./Hissa No.	Area in Hectares= Ares/ Sq.mtrs.
4 (Part)	1=05 (i.e 10500 sq.mtrs.) out of 01 = 10
7 (Part)	00=75 (i.e 7500 Sq.mtrs.) out of 01= 20
43/1 (Part)	00=68.33 (i.e 6833 Sq.mtrs) out of 00= 85
44/1	00=60 (i.e 6000 Sq.mtrs.)
44/2	00=47.50 (i.e 4750 Sq.mtrs.)
45/1	03=98 (i.e 39800 Sq.mtrs.
45/2	02 = 20 (i.e 22000 Sq.mtrs)
46/1 (Part)	01 = 20 (i.e 12000 Sq.mtrs.) Out of 03 = 64



46/2	02 = 20 (i.e 22000 Sq.mtrs.)
<b>Total</b>	<b>131383</b>

The aforesaid Lands admeasuring in aggregate 131383 forms a contiguous block and the same is bounded as follows, that is to say:

- On or towards East : By S.no.24 m and 18 m wide road , S. No. 43(p),  
S. No. 44 (p), Village Sus
- On or towards South : By 24 m wide road , S. No.47 (p),46(p)+ S.  
No. 3(p), Village Sus
- On or towards West : By S. No. 6(p), S. No.3 (p)+ S. No.46 (p)+ S. No.  
44(p), Village Sus.
- On or towards North : By S. No.42(p), S. No. 43 (p) S. No.44 (p) S.No.  
8(p) , Village Sus.

## II. INSTRUCTION

We have been instructed by (i) M/S. PRASANNA DEVELOPERS, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its Registered office at Priyamvada Vada, 585/49, Salisbury Park, Gultekdi, Pune 411037 (hereinafter referred to as "the said Prasanna") through one of its partner, Mr. Bhushan Palresha and (ii) Shri. Harish Ravaji Patil, Sou Nita Harish Patil, Shri. Vijay Vasant Kulkarni, Shri. Rohan Harish Patil and Sou. Uma Vijay Kulkarni to investigate the title of the owners as mentioned below to the above captioned Land. We have carried out such investigation and our observations in respect thereof are as under.



**Benchmark Legal Services LLP**

Survey No./Hissa No.	Area being subject matter of this report in Hectares= Ares/ Sq.mtrs.	Holding of Owner/Developer	Names of the Owners & its holding in H=Ares
4 (Part)	1=05 (i.e 10500 sq.mtrs.) out of <b>01 = 10</b>	00 =50	Prasanna Developers & High Seas Properties Private Limited
		00 =55	Shri. Ramchandra Laxman Bandal
7 (Part)	00=75 (i.e 7500 Sq.mtrs.) out of <b>01= 20</b>	00=40	Balasaheb, Nanasaheb & Dilip Bhagwan Sasar
		00=15	Shri. Dattoba alias Dattu Laxman Sasar
		00=20	Sharad Bharat Sasar, Pooja Bharat Sasar & Rupali Bharat Sasar
43/1 (Part)	00=68.33 (i.e 6833 Sq.mtrs) out of <b>00= 85</b>	00=68.33	Prasanna Developers & High Seas Properties Private Limited
44/1	00=60 (i.e 6000 Sq.mtrs.)	00=29	Balasaheb Bhagwan Sasar
		00=11	Nanasaheb Bhagwan Sasar
		00=20	Dattoba Laxman Sasar & Others
44/2	00=47.50 (i.e 4750 Sq.mtrs.)	00=28.50	Shri. Dilip Bhagwan Sasar
		00=19	Shri. Nanasaheb Bhagwan Sasar
45/1	03=98 (i.e 39800	00=36.67	Prasanna Developers & High Seas Properties



	Sq.mtrs.		Private Limited
		02 =46.62	Prasanna Developers
		00=04.43	Chandramukhi Jha & Virendra Mohan
		00=05.28	Neeti alias Neeta Harish Patil & Uma Vijay Kulkarni
		01 =05	Harish Raoji Patil, Neeta Harish Patil, Vijay Vasant Kulkarni & Uma Vijay Kulkarni
45/2	02 = 20 (i.e 22000 Sq.mtrs)	02=20	Prasanna Developers
46/1 (Part)	01 = 20 (i.e 12000 Sq.mtrs.) Out of <b>03 = 64</b>	01=20	Shri. Harish Raoji Patil, Shri. Rohan Harish Patil, Shri. Vijay Vasant Kulkarni and Uma Vijay Kulkarni
46/2	02 = 20 (i.e 22000 Sq.mtrs.)	02=20	Prasanna Developers
<b>Total</b>	<b>131383</b>		

### III. TITLE DEVOLUTION

**A) Portion admeasuring 01 = 05 (i.e 10500 sq.mtrs.) out of 01 = 10 bearing Survey No. 4:**

- 1) It appears from the Record of Rights that Shri. Laxman Vadu Bandal and Murlidhar Vadu Bandal were the owners of land admeasuring Hctares 01= 10 Ares bearing Survey No. 4, situate, lying and being at Village Sus, Taluka Mulshi, District Pune.





## Benchmark Legal Services LLP

- 2) It appears from the Mutation Entry bearing No. 6759 dated 25.03.2010 that the said Shri. Murlidhar Vadu Bandal died intestate on 19.03.2009, leaving behind him as his only heirs and next of kin, his widow, Smt. Shantabai Murlidhar Bandal and other heirs, namely, Pratibha Santosh Khanekar, Jayshree Vinod Kemse, Poornima Arvind Bandal, Yogesh Arvind Bandal, Bhimaji Mulidhar Bandal, Sitabai Bharat Kemse, Chadrabhaga Ramdas Mahsulkar, Narmada Hanumant Bhunde, Kamal Balasaheb Sutar. The names of the said heirs of Late Murlidhar Vadu Bandal were entered on the Record of Rights pertaining to the said land bearing Survey No. 4, Village Sus as the holders thereof.
- 3) Vide a Deed of Sale dated 12.05.2010 (duly Registered under Serial No. 3480 of 2010 with the Sub-Registrar Haveli XV, Pune) executed by the said heirs of Late Murlidhar Vadu Bandal in favour of the said Prasanna and High Seas Properties Private Limited, (hereinafter referred to for the sake of brevity as the "**High Seas**") the said heirs of Late Murlidhar Vadu Bandal sold a portion admeasuring Hectares 00<sup>00</sup> 50 Ares (situated on the northern side as mentioned in the Sale Deed) out of their one-half share in the said land bearing Survey No. 4, Village Sus to the said Prasanna and Highseas. Accordingly, name of the said Prasanna and Highseas entered on the Record of Rights pertaining to the said land bearing Survey No. 4, Village Sus vide Mutation Entry No. 6697 dated 21.05.2010.
- 4) Vide a Deed of Sale dated 1.03.2014 (duly Registered under Serial No. 1617 of 2014 with the Sub-Registrar Haveli XV, Pune) executed by the said Shri. Laxman Vadu Bandal in favour of Shri. Ramchandra



Laxman Bandal, the said Shri. Laxman Vadu sold his one-half share represented by Hectares 00= 55 Ares in the said land bearing Survey No. 4, Village Sus to the said Shri. Ramchandra Laxman Bandal. Accordingly, name of the said Shri. Ramchandra Laxman Bandal was entered on the Record of Rights pertaining to the said land bearing Survey No. 4, Village Sus as the holder of the said portion admeasuring Hectares 00=55 Ares therein vide Mutation Entry No. 8474 dated 9.07.2014.

- 5) In the meanwhile, vide a Deed of Sale dated 30.07.2013 (duly Registered under Serial No. 5633 of 2013 with the Sub-Registrar Haveli No. XV, Pune) the son and grandson of Shri. Laxman Vadu Bandal, i.e. Shri. Baban Laxman Bandal and Goverdhan Baban Bandale had sold a portion admeasuring Hectares 00=06.87 Ares out of the said land bearing Survey No. 4, Village Sus to Shri. Suhas Bhagwanrao Nimhan and Shri. Chandrakant Baloba Nimhan.
- 6) Subsequently, to perfect title of the said Shri. Ramchandra Laxman Bandal, the said Shri. Suhas Bhagwanrao Nimhan and Shri. Chandrakant Baloba Nimhan conveyed the said portion admeasuring Hectares 00=06.87 Ares out of the said land bearing Survey No. 4, Village Sus to the said Shri. Ramchandra Laxman Bandal vide a Deed of Sale dated 25.03.2016 (duly Registered under Serial No. 1638 of 2016 with the Sub-Registrar Haveli No. XV, Pune).
- 7) Vide an Agreement For Development dated 1.03.2016 (duly Registered under Serial No. 3091 of 2016 with the Sub-Registrar Haveli No. XXII, Pune) coupled with Power of Attorney dated 1.03.2016 (duly







## Benchmark Legal Services LLP

Registered under Serial No. 3092 of 2016 with the Sub-Registrar Haveli No. XXII, Pune) executed by, inter-alia, the said Shri. Ramchandra Laxman Bandal and other family members in favour of the said High Seas and the said Prasanna, the said Shri. Ramchandra Laxman Bandal and Others granted rights of development of the said portion admeasuring Hectares 00= 55 Ares out of the said land bearing Survey No. 4, Village Sus to the said High Seas and Prasanna at or for the consideration of built up area and on the terms and conditions therein contained.

- 8) In the circumstances, by virtue of aforesaid Deed of Sale dated 12.05.2010, the said High Seas and Prasanna became owners of Hectares 00=50 Ares and by virtue of Agreement For Development dated 1.03.2016 they became holders of rights of development of portion admeasuring Hectares 00=55 Ares out of the said land bearing Survey No. 4, Village Sus.
- 9) It appears from the VII/XII Extracts that there were certain charges created from time to time as shown in Other Rights Column which were subsequently deleted. As on date, on the perusal of VII/XII Extract of the year 2019-2020, charge of Shree Hanuman Vikas Seva Society Limited pertaining to holding of the said Shri. Ramchandra Laxman Bandal vide Mutation Entry No. 8746 & 10143 and another charge pertaining to the holding of Laxman vide Mutation Entry No. 6725 are shown in Other Rights Column, however, the said Mutation Entries are not available for our perusal.



**B) Portion admeasuring 7500 sq.mtrs. out of land admeasuring Hectares 01 = 20 bearing Survey No. 7:**

- 1) Shri. Laxman Pandurang Sasar, Shri. Bhagwan Pandurang Sasar and Shri. Kondiba Pandurang Sasar were the holders on "Navin Shart" as tenant in common in equal share of all that piece and parcel of land or ground admeasuring 01= 20 Ares bearing Survey No. 7, situate, lying and being at Village Sus, Taluka Mulshi, District Pune.
- 2) It appears from the Mutation Entry No. 3150 dated 1.07.1994 that the said Shri. Kondiba Pandurang Sasar died intestate on 14.08.1993, leaving behind him as his legal heirs and next of kins, his two widows, namely, Anusaya and Sarubai, his sons, namely, Mohan, Ram and Bharat and daughters, namely, Smt. Kisnabai Rajaram Gavde, Smt. Kantabai Dnyanoba Harpade, Smt. Chandrabhaga Gomaji Dagde and Smt. Malan Chadrakant Jadhav. Accordingly, heirs of Late Kondiba Pandurang Sasar entered on the Record of Rights pertaining to the said land bearing Survey No. 7, Village Sus as the holders of the share of Late Kondiba Pandurang Sasar therein.
- 3) It appears from the Mutation Entry No. 4522 dated 20.06.2000 that the said Shri. Bhagwan Pandurang Sasar died intestate on 29.04.2000, leaving behind him as his legal heirs and next of kins, his sons, namely, Balasaheb, Nanasaheb and Dilip and his daughter, namely, Kamal Bhagwan Mavde. Accordingly, names of heirs of Late Bhagwan Pandurang Sasar entered on the Record of Rights pertaining to the said land bearing Survey No. 7, Village Sus as the







## Benchmark Legal Services LLP

holders of the share of Late Bhagwan Pandurang Sasar therein. Subsequently, name of the said Kamal Bhagwan Mayde was deleted from the Record of Right pertaining to the said land bearing Suvey No. 7, Village Sus vide Mutation Entry No. 7367, however, the said Mutation is not available for our perusal.

- 4) It appears from the Mutation Entry No. 5089 dated 25.05.2004 that the said Shri. Bharat Kondiba Sasar died intestate on 4.05.2004, leaving behind him as his only heirs and next of kin, his children Sharad and Rupali then being minors through their guardian Shri. Bhausahab Raghunath Waghmare. Subsequently, on attaining majority the name of guardian was deleted from the Record of Rights pertaining to the said land bearing Survey No. 7, Village Sus.
- 5) It appears that the said Shri. Laxman Pandurang Sasar died leaving behind him as his heirs and next of kin, his three sons, Dattoba, Dashrath and Balu and his daughters, Smt. Suman Babanrao Katke and Smt. Bhagubai Balasaheb Katke and their names appeared on the Record of Rights pertaining to the said land bearing Survey No. 7, Village Sus vide Mutation Entry No. 7928 dated 12.12.2012.
- 6) Vide an Agreement For Development dated 25.04.2012 (duly Registered under Serial No. 3750 of 2012 with the Sub-Registrar Haveli No. 1, Pune) coupled with Power of Attorney dated 25.04.2012 (duly Registered under Serial No. 3751 of 2012 with the Sub-Registrar Haveli No. XXII, Pune) executed by, inter-alia, the said Shri. Balasaheb, Nanasahbe and Dilip Bhagwan Sasar and Other Family members in favour of the said High Seas and the said Prasanna, the said Balasaheb Bhagwan Sasar and Others granted rights of



development of their holding admeasuring Hectares 00= 40 Ares out of the said land bearing Survey No. 7, Village Sus to the said High Seas and Prasanna at or for the consideration and on the terms and conditions therein contained.

- 7) Vide an Agreement For Development dated 13.02.2015 (duly Registered under Serial No. 2507 of 2015 with the Sub-Registrar Haveli No. IV, Pune) coupled with Power of Attorney dated 13.02.2015 (duly Registered under Serial No. 2508 of 2015 with the Sub-Registrar Haveli No. IV, Pune) executed by, inter-alia, the said Shri. Dattoba alias Dattu Laxman, Dashrath Laxman Sasar, Shri. Balasaheb Laxman Sasar, Smt. Suman Baban Katke, Smt. Bhagubai Balasaheb Katke and Other Family members in favour of the said High Seas and the said Prasanna, the said Balasaheb Bhagwan Sasar and Others granted rights of development of, inter-alia, a portion admeasuring Hectares 00= 15 Ares out of their holding in the said land bearing Survey No. 7, Village Sus to the said High Seas and Prasanna at or for the consideration and on the terms and conditions therein contained.
- 8) Vide an Agreement For Development dated 13.02.2015 (duly Registered under Serial No. 1963 of 2015 with the Sub-Registrar Haveli No. IV, Pune) coupled with Power of Attorney dated 13.02.2015 (duly Registered under Serial No. 1964 of 2015 with the Sub-Registrar Haveli No. IV, Pune) executed by, inter-alia, the said Sharad Bharat Sasar, Pooja Sharad Sasar and Rupali Bharat Sasar in favour of the said High Seas and the said Prasanna, the said Balasaheb Bhagwan Sasar and Others granted rights of development of their





## Benchmark Legal Services LLP

share represented by Hectares 00 = 20 Ares out of the said land bearing Survey No. 7, Village Sus to the said High Seas and Prasanna at or for the consideration and on the terms and conditions therein contained.

- 9) In the circumstances, by virtue of the aforesaid Agreements For Development, the said High Seas and Prasanna acquired rights of development of an aggregate area admeasuring Hectares 00=75 Ares out of the said land bearing Survey No. 7, Village Sus.

- 10) The Mutation Entry Nos. 1698, 1898, 7144 and 8575 shown in the Other Rights Column are not available for our perusal.

**C) Portion admeasuring Hectares 00=68.33 Ares (i.e 6833 sq.mtrs.) out of land admeasuring Hectares 01 = 01 Ares bearing Survey No. 43/1:**

- 1) Shri. Laxman Pandurang Sasar, Shri. Bhagwan Pandurang Sasar and Shri. Kondiba Pandurang Sasar were the owners as tenant in common in equal share of all that piece and parcel of land or ground admeasuring 01= 01 Ares bearing Survey No. 43/1, situate, lying and being at Village Sus, Taluka Mulshi, District Pune.
- 2) It appears from the Mutation Entry No. 3150 dated 1.07.1994 that the said Shri. Kondiba Pandurang Sasar died intestate on 14.08.1993, leaving behind him as his legal heirs and next of kins, his two widows, namely, Anusaya and Sarubai, his sons, namely, Mohan, Ram and Bharat and daughters, namely, Smt. Kisnabai Rajaram Gavde, Smt. Kantabai Dnyanoba Harpade, Smt. Chandrabhaga Gomaji Dagde and Smt. Malan Chadrakant Jadhav. Accordingly, heirs of Late Kondiba



Pandurang Sasar entered on the Record of Rights pertaining to the said land bearing Survey No. 43/1, Village Sus as the holders of the share of Late Kondiba Pandurang Sasar therein.

- 3) It appears from the Mutation Entry No. 4445 dated 16.02.2000 that partition took place by and between the said Shri. Laxman Pandurang Sasar & his family members, Shri. Bhagwan Pandurang Sasar & his family members and heirs of Late Kondiba Pandurang Sasar in respect of inter-alia, the said land bearing Survey No. 43/1, Village Sus by executing a Partition Deed (registered under Serial No. 5097 of 1999 (old no. 563 of 1995) with the Sub Registrar, Mulshi) (copy of such partition Deed is not provided for our perusal) and on such partition, the said land bearing Survey No. 43/1, Village was divided in the following manner:

Name of the holders	Area came in their share in Hectares = Ares
Aforesaid legal heirs of Late Kondiba Panduran Sasar	00=33.50
Shri. Dattu, Dashrath and Bahu Laxman Sasar	00=33.50
Shri. Balasaheb Bhagwan Sasar	00=17
Shri. Dilip Bhagwan Sasar	00 =17

Accordingly, effect of the aforesaid partition was given on the Record of Rights pertaining to the said land bearing Survey No. 43/1, Village Sus.





## Benchmark Legal Services LLP

- 4) It appears from the Mutation Entry No. 5089 dated 25.05.2004 that the said Shri. Bharat Kondiba Sasar died intestate on 4.05.2004, leaving behind him as his only heirs and next of kin, his children Sharad and Rupali then being minors through their guardian Shri. Bhausahab Raghunath Waghmare. Subsequently, on attaining majority the name of guardian was deleted from the Record of Rights pertaining to the said land bearing Survey No. 43/1, Village Sus.
- 5) It appears that vide a Deed of Release dated 17.06.2006 (duly Registered under Serial No. 4844 of 2006 with the Sub-Registrar Haveli No. XVII, Pune) the Smt. Kisnabai Rajaram Gavde, Smt. Kantabai Dryanoba Harpade, Smt. Chandrabhaga Gomaji Dagde and Smt. Malan Chadrakant Jadhav (being daughters of Late Kondiba Pandurang Sasar relinquished/surrendered all and whatsoever their right, title and interest in the said land bearing Survey No. 43/1, Village Sus in favour of their brothers, Ram & Mohan and heirs of Bharat Kondiba Sasar. Accordingly, names of the said daughters of Late Kondiba Pandurang Sasar were deleted from the Record of Rights pertaining to the said land bearing Survey No. 43/1, Village Sus vide Mutation Entry No. 5773 dated 25.07.2007.
- 6) Vide a Deed of Gift dated 27.02.2015 (duly Registered under Serial No. 1944 of 2015 with the Sub-Registrar Haveli, Pune) the said Shri. Dattu Laxman Sasar and Shri. Balu Lasman Sasar conveyed their share represented by Hectares 00= 16.50 Ares out of the said land bearing Survey No. 43/1, Village Sus to Shri. Dashrath Laxman Sasar as and by way of gift. Accordingly, name of the said Shri. Dashrath Laxman Sasar entered on the Record of Rights pertaining to the said





land bearing Survey No. 43/1, Village as the holder of the said portion admeasuring Hectares 00=16.50 Ares therein vide Mutation Entry No. 8729 dated 31.03.2015.

7) It appears vide a Deed of Sale dated 8.04.2010 (duly Registered under Serial No. 2583 of 2010 with the Sub-Registrar Haveli XV, Pune) executed by, inter-alia, the said Shri. Ram Kondiba Sasar & his family members, Shri. Sharad Bharat Sasar and Rupali Bharat Sasar in favour of Skylark Promoters Private Limited, a company limited by shares duly incorporated under the provisions of the Companies Act, having its Registered Office at 102, Kumar Vastu, Range Hills, Bhosale Nagar, Pune 411020 (hereinafter referred to as "Skylark") the said Shri. Ram Kondiba Sasar and Others sold a portion admeasuring Hectares 00= 11.67 Ares out of their share in the said land bearing Survey No. 43/1, Village Sus to the Skylark. Accordingly, name of the said Skylark entered on the Record of Rights pertaining to the said land bearing Survey No. 43/1, Village Sus vide Mutation Entry No. 7149.

8) Vide a Deed of Sale dated 27.07.2010 (duly Registered under Serial No. 5583 of 2010 with the Sub-Registrar Haveli XV, Pune) executed by the said Shri. Dashrath Laxman Sasar in favour of the said Skylark, the said Shri. Dashrath Laxman Sasar sold his holding admeasuring Hectares 00= 17 Ares out of the said land bearing Survey No. 43/1, Village Sus to the Skylark. Accordingly, name of the said Skylark entered on the Record of Rights pertaining to the said land bearing Survey No. 43/1, Village Sus as the holder of the said portion







## Benchmark Legal Services LLP

admeasuring Hectares 00=17 Ares therein vide Mutation Entry No. 7150 dated 22.02.2011.

- 9) It appears vide a Deed of Sale dated 10.12.2010 (duly Registered under Serial No. 9063 of 2010 with the Sub-Registrar Haveli XV, Pune) executed by the said Shri. Mohan Kondiba Sasar in favour of the said Skylark, the said Shri. Mohan Kondiba Sasar sold a portion admeasuring Hectares 00= 05.66 Ares out of his holding in the said land bearing Survey No. 43/1, Village Sus to the Skylark. Accordingly, name of the said Skylark entered on the Record of Rights pertaining to the said land bearing Survey No. 43/1, Village Sus as the holder of the said portion admeasuring Hectares 00=05.66 Ares therein vide Mutation Entry No. 7152 dated 22.02.2011.
- 10) In the circumstances, pursuant to the aforesaid three Deeds of Sale the said Skylark became owner of an aggregate area admeasuring 00= 34.33 Ares out of the said land bearing Survey No. 43/1, Village Sus.
- 11) Vide a Deed of Sale dated 10.02.2011 (duly Registered under Serial No. 1370 of 2011 with the Sub-Registrar Haveli XV, Pune) executed by the said Shri. Balasaheb Bhagwan Sasar and Shri. Dilip Bhagwan Sasar and members of their respective family in favour of the said Prasanna and High Seas, the said Shri. Balasaheb Bhagwan Sasar and Shri. Dilip Bhagwan Sasar and members of their respective families, sold holding admesuring in the aggregate Hectares 00= 34 Ares out of the said land bearing Survey No. 43/1, Village Sus to the said Prasanna and High Seas. However, name of only the said Prasanna entered on the Record of Rights pertaining to the said land



bearing Survey No. 43/1, Village Sus as the holders of the said area admeasuring Hectares 00= 34 Ares therein vide Mutation Entry No. 7161 dated 8.03.2011.

- 12) Vide two separate Deeds of Sale dated 30.05.2013 (duly Registered under Serial No. 3883 of 2013 with the Sub-Registrar Haveli IV, Pune) and dated 28.09.2015 (duly Registered under Serial No. 10725 of 2015 with the Sub-Registrar Haveli XXII, Pune) the said Skylar sold portions admeasuring Hectares 00 = 17 Ares and Hectares 00 = 17.33 Ares respectively out of the said land bearing Survey No. 43/1, Village Sus to the said Prasanna and High Seas. Accordingly, names of the said Prasanna and High Seas entered on the Record of Rights pertaining to the said land bearing Survey No. 4, Village Sus as the holders of a portion admeasuring Hectares 00= 34.33 Ares therein vide Mutation Entry Nos. 8168 and 10219 dated 14.07.2019.
- 13) It appears from the Mutation Entry No. 9845 dated 24.07.2018 that the said widows of Late Kondiba Pandurang Sasar, Smt. Sarubai Kondia Sasar had died on 18.08.1994 and the said Smt. Anusaya Kondiba Sasar had died in 24.02.2001, however effect of their deaths were given in the year 2018 and their names were deleted.
- 14) In the circumstances, pursuant to the aforesaid three Deeds of Sale the said Prasanna and High Seas became owners of an aggregate area admeasuring 00= 68.33 Ares out of the said land bearing Survey No. 43/1, Village Sus.





## Benchmark Legal Services LLP

- 15) It is observed that the total area of the said land bearing Survey No. 43/1, Village Sus was reduced to Hectares 00=85 Ares, however, it is not clear as why the area was reduced and by which mutation effect was given.
- 16) It appears from the VII/XII Extracts that there were certain charges created from time to time as shown in Other Rights Column which were subsequently deleted. As on date, on the perusal of VII/XII for the year 2019-2020, a charge of Punjab National Bank is shown in the Other Rights Column vide Mutation Entry No. 1724.

**D) Land admeasuring Hectares 00= 60 Ares bearing Survey No. 44/1:**

- 1) Shri. Laxman Pandurang Sasar, Shri. Bhagwan Pandurang Sasar and Shri. Kondiba Pandurang Sasar were the owners as tenant in common in equal share of all that piece and parcel of land or ground admeasuring 00= 60 Ares bearing Survey No. 44/1, situate, lying and being at Village Sus, Taluka Mulshi, District Pune.
- 2) It appears from the Mutation Entry No. 3150 dated 1.07.1994 that the said Shri. Kondiba Pandurang Sasar died intestate on 14.08.1993, leaving behind him as his legal heirs and next of kins, his two widows, namely, Anusaya and Sarubai, his sons, namely, Mohan, Ram and Bharat and daughters, namely, Smt. Kisnabai Rajaram Gavde, Smt. Kantabai Dnyanoba Harpade, Smt. Chandrabhaga Gomaji Dagde and Smt. Malan Chadrakant Jadhav. Accordingly, heirs of Late Kondiba Pandurang Sasar entered on the Record of Rights pertaining to the said land bearing Survey No. 44/1, Village Sus as the holders of the share of Late Kondiba Pandurang Sasar therein.



- 3) It appears from the Mutation Entry No. 4445 dated 16.02.2000 that partition took place by and between the said Shri. Laxman Pandurang Sasar & his family members, Shri. Bhagwan Pandurang Sasar & his family members and heirs of Late Kondiba Pandurang Sasar in respect of inter-alia, the said land bearing Survey No. 44/1, Village Sus by executing a Partition Deed (registered under Serial No. 5097 of 1999 (old no. 563 of 1995) with the Sub Registrar, Mulshi) (copy of such partition Deed is not provided for our perusal) and on such partition, the said land bearing Survey No. 44/1, Village was divided in the following manner:

<b>Name of the holders</b>	<b>Area came in their share in Hectares = Ares</b>
i) Heirs of Kondiba Pandurang Sasar & ii) Shri. Dattu Laxman Sasar, Shri. Dashrath Laxman Sasar & Shri. Balu Laxman Sasar	00=20
Shri. Balasaheb Bhagwan Sasar	00=29
Shri. Nanasaheb Bhagwan Sasar	00 = 11

Accordingly, effect of the aforesaid partition was given on the Record of Rights pertaining to the said land bearing Survey No. 44/1, Village Sus.

- 4) It appears from the Mutation Entry No. 5089 dated 25.05.2004 that the said Shri. Bharat Kondiba Sasar died intestate on 4.05.2004, leaving behind him as his only heirs and next of kin, his children Sharad and





## Benchmark Legal Services LLP

Rupali then being minors through their guardian Shri. Bhausaheb Raghunath Waghmare. Subsequently, on attaining majority the name of guardian was deleted from the Record of Rights pertaining to the said land bearing Survey No. 44/1, Village Sus.

- 5) Vide a Deed of Release dated 17.06.2006 (duly Registered under Serial No. 4844 of 2006 with the Sub-Registrar Haveli No. XVII, Pune) the Smt. Kisnabai Rajaram Gavde, Smt. Kantabai Dnyanoba Harpade, Smt. Chandrabhaga Gomaji Dagde and Smt. Malan Chadrakant Jadhav (being daughters of Late Kondiba Pandurang Sasar relinquished/surrendered all and whatsoever their right, title and interest in the said land bearing Survey No. 44/1, Village Sus in favour of their brothers, Ram & Mohan and heirs of Bharat Kondiba Sasar. Accordingly, names of the said daughters of Late Kondiba Pandurang Sasar were deleted from the Record of Rights pertaining to the said land bearing Survey No. 44/1, Village Sus vide Mutation Entry No. 5773.
- 6) Vide an Agreement For Development dated 31.12.2011 (duly Registered under Serial No. 3750 of 2012 with the Sub-Registrar Haveli No. 1, Pune) coupled with Power of Attorney dated 31.12.2011 (duly Registered under Serial No. 3751 of 2012 with the Sub-Registrar Haveli No. 1, Pune) executed by inter-alia, the said Shri. Balasaheb Bhagwan Sasar and Shri. Nanasaheb Bhagwan Sasar and Others in favour of the said High Seas and the said Prasanna, the said Balasaheb Bhagwan Sasar and Others granted rights of development of, inter-alia, a portions admeasuring Hectares 00= 29 Ares and Hectares 00= 11 Ares i.e their respective holding in the said land bearing Survey No. 44/1, Village Sus





to the said High Seas and Prasanna at or for the consideration and on the terms and conditions therein contained.

- 7) Vide an Agreement For Development dated 19.12.2012 (duly Registered under Serial No. 2507 of 2012 with the Sub-Registrar Haveli No. IV, Pune) coupled with Power of Attorney dated 19.12.2012 (duly Registered under Serial No. 2508 of 2012 with the Sub-Registrar Haveli No. IV, Pune) executed by inter-alia, the said Shri. Dattoba alias Dattu Laxman, Dashrath Laxman Sasar, Shri. Balasaheb Laxman Sasar, Smt. Suman Baban Katke, Smt. Bhagubai Balasaheb Katke and Other Family members in favour of the said High Seas and the said Prasanna, the said Balasaheb Bhagwan Sasar and Others granted rights of development of, inter-alia, a portion admeasuring Hectares 00= 20 Ares i.e their holding in the said land bearing Survey No. 44/1, Village Sus to the said High Seas and Prasanna at or for the consideration and on the terms and conditions therein contained.
- 8) Vide a Deed of Release dated 23.08.2016 (duly Registered under Serial No. 6308 of 2016 with the Sub- Registrar Haveli No. XV, Pune) the said Shri. Ram Kondiba Sasar, Shri. Mohan Kondiba Sasar and heirs of Late Bharat Kondiba Sasar i.e Sharad and Rupali Trunal Bhargude nee Rupali Bharat Sasar relinquished/ surrendered all and whatsoever their right, title and interest in the said portion admeasuring Hectares 00= 20 Ares in favour of Shri. Dattu, Dashtran and Balu Laxman Sasar (which was jointly held by both the parties under the aforesaid Partition) and accordingly, names of the said Shri. Ram Kondiba Sasar, Shri. Mohan Kondiba Sasar and heirs of Late Bharat Kondiba Sasar i.e Sharad and Rupali Trunal Bhargude nee Rupali Bharat Sasar were deleted from the







## Benchmark Legal Services LLP

Record of Rights pertaining to the said land bearing Survey No. 44/1, Village Sus vide Mutation Entry No. 9242 dated 5.05.2017.

- 9) The Mutation Entry No. 7144, 8379 and 8567 shown in the Other Rights Column pertaining to the said land bearing Survey No. 44/1, Village Sus are not available for our perusal.
- 10) It appears from the VII/XII Extracts that there were certain charges created from time to time as shown in Other Rights Column which were subsequently deleted. As on date, on the perusal of VII/XII Extract of the year 2019-2020, a charge of Vikas Society is shown in the Other Rights Column vide Mutation Entry No. 4856.
- E) Land admeasuring Hectares 00= 47.50 Ares bearing Survey No. 44/2:**
- 1) Shri. Laxman Pandurang Sasar, Shri. Bhagwan Pandurang Sasar and Shri. Kondiba Pandurang Sasar were the owners as tenant in common in equal share of all that piece and parcel of land or ground admeasuring 00= 47.50 Ares bearing Survey No. 44/2, situate, lying and being at Village Sus, Taluka Mulshi, District Pune.
- 2) It appears from the Mutation Entry No. 3150 dated 1.07.1994 that the said Shri. Kondiba Pandurang Sasar died intestate on 14.08.1993, leaving behind him as his legal heirs and next of kins, his two widows, namely, Anusaya and Sarubai, his sons, namely, Mohan, Ram and Bharat and daughters, namely, Smt. Kisnabai Rajaram Gavde, Smt. Kantabai Dnyanoba Harpade, Smt. Chandrabhaga Gomaji Dagde and Smt. Malan Chadrakant Jadhav. Accordingly, heirs of Late Kondiba



Pandurang Sasar entered on the Record of Rights pertaining to the said land bearing Survey No. 44/2, Village Sus as the holders of the share of Late Kondiba Pandurang Sasar therein.

- 3) It appears from the Mutation Entry No. 4445 dated 16.02.2000 that partition took place by and between the said Shri. Laxman Pandurang Sasar & his family members, Shri. Bhagwan Pandurang Sasar & his family members and heirs of Late Kondiba Pandurang Sasar in respect of inter-alia, the said land bearing Survey No. 44/2, Village Sus by executing a Partition Deed(registered under Serial No. 5097 of 1999 (old no. 563 of 1995) with the Sub Registrar, Mulshi) (copy of such partition Deed is not provided for our perusal). On such partition, the said land bearing Survey No. 44/2, Village was divided in the following manner:

<b>Name of the holders</b>	<b>Area came in their share in Hectares = Ares</b>
Shri. Dilip Bhagwan Sasar	00 = 28.50
Shri. Nanasaheb Bhagwan Sasar	00 = 19

Accordingly, effect of the aforesaid partition was given on the Record of Rights pertaining to the said land bearing Survey No. 44/2, Village Sus.

- 4) Vide an Agreement For Development dated 31.12.2011 (duly Registered under Serial No. 3750 of 2012 with the Sub-Registrar Haveli No. I, Pune) coupled with Power of Attorney dated 31.12.2011 (duly Registered under Serial No. 3751 of 2012 with the Sub-Registrar Haveli No. I, Pune) executed by inter-alia, the said Shri. Nanasaheb Bhagwan Sasar, Shri.





## Benchmark Legal Services LLP

Dilip Bhagwan Sasar and Others in favour of the said High Seas and the said Prasanna, the said Shri. Nanasaheb Bhagwan Sasar and Others granted rights of development of, inter-alia, the said land admeasuring Hectares 00= 47.50 Ares bearing Survey No. 44/2, Village Sus to the said High Seas and Prasanna at or for the consideration and on the terms and conditions therein contained.

- 5) It appears from the VII/XII Extracts that there were certain charges created from time to time as shown in Other Rights Column which were subsequently deleted.

**F) Land admeasuring Hectares 03= 98 Ares bearing Survey No. 45/1:**

- 1) Shri. Shankar Dnyaneshwar Chandhere, Shri. Balu Dnyaneshwar Chandhere and Smt. Tulsabai Dnyaneshwar Chandhere were the owners of all that piece and parcel of land or ground admeasuring Hectares 03 = 98 Ares bearing Survey No. 45/1, situate, lying and being at Village Sus, Taluka Mulshi, District Pune.
- 2) It appears from the Mutation Entry No. dated 23.10.2013 that vide a Deed of Sale dated 12.02.1993 (duly Registered under Serial No. 339 of 1993 with the Sub-Registrar Mulshi, Pune) the said Shri. Shankar Dnyaneshwar Chandhere, Shri. Balu Dnyaneshwar Chandhere and Smt. Tulsabai Dnyaneshwar Chandhere sold a portion admeasuring Hectares 01 = 62 Ares out of the said land admeasuring Hectares 03 = 98 Ares bearing Survey No. 45/1, Village Sus to Shri. Sharad Pandurang Bhangade, Yogesh Pandurang Bhangade through his mother & natural guardian Smt. Rakhmabai Pandurang Bhangade, Shri. Ankush Baburao Bhangade and Shri. Suresh Baburao Bhangade. Accordingly, names of



the said Purchasers, Shri. Sharad Pandurang Bhangade and Three Others were entered on the Record of Rights pertaining to the said land bearing Survey No. 45/1, Village Sus as the holders of the said portion admeasuring Hectares 01 = 62 Ares therein. Subsequently, pursuant to application made by the said Rakhmabai Pandurang Bhangade, she obtained permission vide Order dated 30.08.1996 from the Hon'ble District Court under the miscellaneous application bearing No. 303 of 1996, for sale of holding of the said Yogesh Pandurang Bhangade.

- 3) It appears from the Mutation Entry No. 3471 dated 10.08.1996 that the said Smt. Tulsabai Dnyaneshwar Chandhere died intestate on 12.05.1996, leaving behind her, as her only heirs and next of kin, her sons, Shri. Shankar Dnyaneshwar Chandhere & Shri. Balu Dnyaneshwar Chandhere and daughters, Smt. Vimal Mohan Jagtaap and Smt. Suman Dnyanoba Vazarkar. It appears from Mutation Entry No. 1888 and 6979 dated 26.10.2010 that since, the said daughters had relinquished their right, title and interest in the said Land, their names were not entered on the Record of Rights on death of their mother.
- 4) Vide a Deed of Sale dated 13.12.1996 (duly Registered under Serial No. 5692 of 1996 with the Sub-Registrar Mulshi, Pune) the said Shri. Shankar Dnyaneshwar Chandhere & Shri. Balu Dnyaneshwar Chandhere and Others sold another portion admeasuring Hectares 01 = 05 Ares out of the said land bearing Survey No. 45/1, Village Sus to Shri. Harish Raoji Patil, Sou. Neeta Harish Patil, Shri. Vijay Vasant Kulkarni and Sou. Uma Vijay Kulkarni. Accordingly, names of the said Shri. Harish Raoji Patil and Three Others entered on the Record of Rights pertaining to the said land bearing Survey No. 45/1, Village Sus as the





## Benchmark Legal Services LLP

holders of the said portion admeasuring Hectares 01 = 05 Ares therein vide Mutation Entry No. 3657 dated 9.01.1997.

5) It appears from the Mutation Entry No. 3658 dated 9.11.1997 that vide a Deed of Sale dated 23.08.1996 (duly Registered under Serial No. 3765 of 1996 with the Sub-Registrar Maval, Pune), the said Shri. Shankar Dnyaneshwar Chandhere & Shri. Balu Dnyaneshwar Chandhere and Others further sold another portion admeasuring Hectares 00 = 59 Ares out of the said land bearing Survey No. 45/1, Village Sus to Shri. Vijay Kumar, Shri. Sanjay Vishambhar Sanap, Shri. Sudharkar Pandurang Masne, Shri. Vilas Pandurang Masne, Shri. Rameshwar Shreeram Masne & Shri. Mahadev Sitaram Lambe. Accordingly, names of the said Shri. Vinay Kumar and Five Others entered on the Record of Rights pertaining to the said land bearing Survey No. 45/1, Village Sus as the holders of the said portion admeasuring Hectares 00 = 59 Ares therein. However copy of Sale Deed is not available for our perusal.

6) It appears from the Mutation Entry No. 3659 dated 9.11.1997 that vide a Deed of Sale dated 23.08.1996 (duly Registered under Serial No. 3776 of 1996 with the Sub-Registrar Maval, Pune), the said Shri. Shankar Dnyaneshwar Chandhere & Shri. Balu Dnyaneshwar Chandhere and Others further sold another portion admeasuring Hectares 00 = 59 Ares out of the said land bearing Survey No. 45/1, Village Sus to Anjali Shrinivas Bhise, Snehlata Ashok Kulkarni, Megha Prabhakar Deshpande, Yogita Balkrishna Prabhune, Savita Vijay Kharwandikar and Kalpana Kamlakar Kulkarni. Accordingly, names of the said Anjali Shrinivas Bhise and Five Others entered on the Record of Rights





pertaining to the said land bearing Survey No. 45/1, Village Sus as the holders of the said portion admeasuring Hectares 00 = 59 Ares therein.

- 7) The said (I) Shri. Vijay Kumar, Shri. Sanjay Vishambhar Sanap, Shri. Sudharkar Pandurang Masne, Shri. Vilas Pandurang Masne, Shri. Rameshwar Shreeram Masne & Shri. Mahadev Sitaram Lambe and (II) the said Anjali Shrinivas Bhise, Snehlata Ashok Kulkarni, Megha Prabhakar Deshpande, Yogita Balkrishna Prabhune, Savita Vijay Kharwandikar and Kalpana Kamlakar Kulkarni granted rights of development of their holdings in the said land bearing Survey No. 45/1, Village Sus to Prasanna vide duly stamped and registered Agreements For Development coupled with Power of Attorneys, the details of the same are as follows :

<b>Date &amp; Registration No. of Development Agreement</b>	<b>Date &amp; Registration No. of Power of Attorney</b>	<b>Area (in Hectares= Area)</b>
23.12.2005 7907 of 2005	23.12.2005 7908 of 2005	00=19.66
23.12.2005 8008 of 2005	23.12.2005 8009 of 2005	00=19.67
23.12.2005 7958 of 2005	23.12.2005 7959 of 2005	00=19.67
23.12.2005 7909 of 2005	23.12.2005 7910 of 2005	00=19.67
23.12.2005 7982 of 2005	23.12.2005 7983 of 2005	00=19.66





**Benchmark Legal Services LLP**

23.12.2005 7956 of 2005	23.12.2005 7957 of 2005	00=19.67
Total		01=18

8) Subsequently, vide a Deed of Sale dated 15.11.2008 (duly Registered under Serial No. 10836 of 2008 with the Sub-Registrar Haveli No. XI, Pune) executed by the said (I) Shri. Vijay Kumar, Shri. Sanjay Vishambhar Sanap, Shri. Sudharkar Pandurang Masne, Shri. Vilas Pandurang Masne, Shri. Rameshwar Shreeram Masne & Shri. Mahadev Sitaram Lambe and (II) the said Anjali Shrinivas Bhise, Snehlata Ashok Kulkarni, Megha Prabhakar Deshpande, Yogita Balkrishna Prabhune, Savita Vijay Kharwandikar and Kalpana Kamlakar Kulkarni in faour of the said Prasanna and High Seas, the said Shri. Vijay Kumar & Five Others and the said Anjali Shrinivas Bhise & Five Others assigned, transferred, assured and conveyed their respective purchased holdings i.e 00=59 Ares each aggregating to 01 = 18 Ares out of the said land bearing Survey No. 45/1, Village Sus to the said Prasanna. Accordingly, name of the said Prasanna entered on the Record of Rights pertaining to the said land bearing Survey No. 45/1, Village Sus as the holder of the said area admeasuring 01 =18 Ares therein vide Mutation Entry No.6149.

9) It appears from the Mutation Entry No. 7163 dated 8.03.2011 that vide a Deed of Sale dated 4.02.2011 (duly Registered under Serial No. 1150 of 2011 with the Sub-Registrar Mulshi, Pune), the said Shri. Balu Dnyaneshwar Chandhere and Others sold a portion admeasuring Hectares 00 = 06.50 Ares out of the said land bearing Survey No. 45/1,



Village Sus to the said Prasanna. Accordingly, name of the said Prasanna entered on the Record of Rights pertaining to the said land bearing Survey No. 45/1, Village Sus as the holder of the said portion admeasuring Hectares 00 = 06.50 Ares therein.

10) It appears from the Mutation Entry No. 7164 dated 8.03.2011 that vide a Deed of Sale dated 14.12.2010 (duly Registered under Serial No. 3939 of 2010 with the Sub-Registrar Mulshi, Pune), the said Shri. Shankar Dnyaneshwar Chandhere and Others sold a portion admeasuring Hectares 00 = 06.50 Ares out of the said land bearing Survey No. 45/1, Village Sus to the said Prasanna. Accordingly, name of the said Prasanna entered on the Record of Rights pertaining to the said land bearing Survey No. 45/1, Village Sus as the holder of the said portion admeasuring Hectares 00 = 06.50 Ares therein.

11) It appears from the Mutation Entries, mentioned hereinbelow, that the said Shri. Sharad Pandurang Bhangade and Others carved portions out of their purchased holding admeasuring admeasuring Hectares 01 = 62 Ares out of the said land bearing Survey No. 45/1, Village Sus and sold to certain persons/parties, details of such Sale Deeds are as follows (copy of the following Sale Deeds not available for our perusal):

<b>Mutation Entry No &amp; its date</b>	<b>Area Conveyed</b>	<b>Available details of Sale Deeds</b>	<b>Name of the Purchaser/s</b>
3716 28.05.1997	00-04.33	Of 1996 (date is not legible)	Vishwas Bhalchandra Karambelkar



**Benchmark Legal Services LLP**

		4079 of 1996	
3929 20.11.1997	00=04.49	15.11.1996 58222 of 1996	Sheela Sadanand Dhonde & Rahul Sadanand Dhonde
3930 20.11.1997	00=04.44	20.02.1997 976 of 1997	Shishir Anand & Shruti Shishir Nargunkar
3931 20.11.1997	00=04.29	16.08.1997 2529 of 1997	Uma Vijay Kulkarni & Neeta Harish Patil
3932 20.11.1997	00=04.43	16.08.1997 2522 of 1997	Uma Vijay Kulkarni & Neeta Harish Patil
3933 20.11.1997	00=05.28	16.08.1997 2523 of 1997	Uma Vijay Kulkarni & Neeta Harish Patil
3934 20.11.1997	00=05.59	16.08.1997 2524 of 1997	Uma Vijay Kulkarni & Neeta Harish Patil
4384 25.12.1999	00=05.45	5.11.1986 5091 of 1986	Vishwas Vinayak Ghaisar & Sulbha Vishwas Ghaisas
4530	00=05.45	25.09.1996	Janhvi Jayant



14.07.2000		4382 1996	of Madake
4531 14.07.2000	00=03.46	8.11.1996 5172 1996	Shamsunder of Dattatraya Pendharkar & Suniti Shamsunder Pendharkar
4562 23.08.2000	00=05.72	1.09.1996 1188 2000	Vidhyadar of Chintaman Barve & Chitra Vidhyadar Barve
4607 6.11.2000	00=04.40	20.10.1996 4760 1996	Sheela Sadanand of Dhond, Sadanand Dhond & Mihir Sadanand Dhond
4614 6.11.2000	00=04.79	9.04.1997 1596 2000	Meera Vithal of Supekar
4615 6.11.2000	00=03.86	27.01.1997 455 of 1997	Neeta Anant Datte
4616 6.11.2000	00=03.79	27.01.1997 454 of 1997	Suchita Avinash Kale & Avinash Waman Kale
4617	00=03.96	5.11.1996	Rajendra



**Benchmark Legal Services LLP**

6.11.2000		5090 1996	of Prabhakar Joshi & Prabhakar Yashwant Joshi
4618 6.11.2000	00=03.90	24.10.1996 4761 1996	of Uttara Prbhakar Joshi & Rohini Prabhark Joshi
4659 8.01.2001	00=06.41	10.01.1997 179 of 1997	Suhas Madhavrao Renge & Preeti Suhas Renge
4705 8.03.2001	00=09.59	11.09.1996 4076 1996	of Shailesh Madhukar Shukla
4706 8.03.2001	00=05.45	5453 1996	of R. Gourishankar & R. Suryanarayan
4737 7.06.2001	00=09.57	13.01.1996 5690 1996	of Geeta Prakash Parkhi
4803 9.11.2001	00=04.32	19.01.1997 254 of 1997	Dilip Madhusudan Ranade & Mrudula Dilip Ranade
4805 9.11.2001	00=04.79	13.12.1996 5689 1996	of Ashutosh Vilas Nanal through Vilas



			Madhusudan Nanal
4821 15.01.2002	00-06.41	10.01.1997 179 of 1997	Suhas Madhavrao Renge & Preeti Suhas Renge
4823 15.01.2002	00-03.95	13.12.1996 569 of 1996	Alok Shankar Palshikar & Bharti Alok Palshikar
4839 27.03.2002	00-05.59	22.02.2002 365 of 2002	Vasant Prakash Gandhi & Manishaben Vasant Gandhi
5110 2.07.2004	00-05.45	10.03.1997 1261 of 1997	Prahlad Narayanarao Deshmukh
5932 19.03.2008	00-04.20	30.11.1996 5452 of 1996	Mr. Nitin Sharad Deshpande & Mrs. Vinita Nitin Deshpande
6371 3.08.2009	00-04.21	18.01.1997 180 of 1997	John Francis Braganza
6492 6.1.2010	00-03.70	10.09.1996 4080 of 1996	Sou. Mangal Niranjan Raje
6583	00-04.21	10.01.1997	Narendra





**Benchmark Legal Services LLP**

		181 of 1997	Palsingh & Priya Sehgal
6754 22.6.2010	00=04.08	2.4.1997 1666 of 1997	Mr. Deepak Roy and Mrs. Soma Roy
6756 22.6.2010	00=03.44	30.11.1996 5454 of 1996	Mrs. Arati Kishore Rao
7244 3.05.2011	00=05.45	16.01.1997 253 of 1997	Shashikant Anant Avasare & Deepak Shashikant Avasare
9539 3.11.2017	00=05.45	10.01.1997 178 of 1997	Priya Mohit Uppal & Mohit Inder Uppal

- 10) It appears from the Mutation Entry No. 6472 dated 18.12.2009 that the said Shri. Alok Shankar Palshikar and Aarti Alok Palshikar sold their holding admeasuring Hectares 00 =03.95 Ares in the said land bearing Survey No. 45/1, Village Sus to Meena Phulchand Rathod, Shraddha Pritam Jain and Shreya Phulchand Rathod vide a Deed of Sale dated 5.11.2009 (duly Registered under Serial No. 6876 of 2009 Haveli XV, Pune) and accordingly, their names entered on the Record of Rights thereof.



- 11) It appears from the Mutation Entry No. 6578 dated 25.03.2010 that the said Shri. Shamsunder Dattatraya Pendharkar died intestate on 2.07.1999, leaving behind him as his only heirs and next of kin, his widow, Suniti, his sons, namely, Sunil Shamsunder Pendharkar, his daughters, namely, Sulbha Shekhar Bhatwadekar and Janvi Jayant Modak. Accordingly, names of the said heirs of Late Shamsunder Dattatraya Pendharkar entered on the Record of Rights pertaining to the said Land bearing Survey N. 45/1 as the holders of undivided shares therein and name of the said Shamsunder Dattatraya Pendharkar deleted therefrom.
- 12) It appears from the Mutation Entry No. 6750 dated 18.06.2010 that the said Shri. Vishwas Vinayak Ghaisas and Sulbha Vishwas Ghaisas sold their holding admeasuring Hectares 00=05.45 Ares out of the said land bearing Survey No. 45/1, Village Sus to Shri. Dilip Hari Nagarkar and Sunita Dillip Nagarkar vide Deed of Sale dated 8.04.2010 (duly Registered under Serial No. 3155 of 2010 with the Sub-Registrar Haveli No. IX, Pune) and accordingly, names of the said Shri. Dilip Hari Nagarkar and Another entered on the Record of Rights.
- 13) it appears from Mutation Entry No. 6964 dated 14.10.2010 that vide a Deed of Sale dated 18.08.2010 (duly Registered under Serial No. 6107 of 2010 with the Sub-Registrar Mulshi, Pune), the said Uma Vijay Kulkarni and Neeta alias Neeti Harish Patil sold a portion admeasuring Hectares 00 = 04.43 Ares out of the said land bearing Survey No. 45/1, Village Sus to one Chandramukhi Jha and Virendra Mohan. Accordingly, names of said Purchasers entered on the Record of Rights pertaining to the said land bearing Survey No. 45/1, Village Sus as the holder of the said portion admeasuring Hectares 00 = 04.43 Ares therein.





## Benchmark Legal Services LLP

- 14) Subsequently, vide an Agreement For Development dated 31.05.2013 (duly Registered under Serial No. 4833 of 2013 with the Sub-Registrar Haveli No. IV, Pune) the said Chandramukhi Jha and Virendra Mohan granted rights of development of the aforesaid portion admeasuring Hectares 00 = 04.43 Ares so purchased by them out of the said land bearing Survey No. 45/1, Village Sus, to the said Prasanna and High Seas at or for the consideration and on the terms and conditions therein contained.
- 15) Vide an Agreement For Development dated 15.10.2013 (duly Registered under Serial No. 9040 of 2013 with the Sub-Registrar Haveli No. IV, Pune) the said Neeti alias Neeta Harish Patil and Mrs. Uma Vijay Kulkarni granted rights of development of their aforesaid portion admeasuring Hectares 00=05.28 Ares so purchased by them out of the said land bearing Survey No. 45/1, Village Sus, to the said High Seas at or for the consideration and on the terms and conditions therein contained.
- 16) It appears from Mutation Entry No. 9332 dated 4.07.2017 that the said Shri. Prahlad Narayan Deshmukh died intestate on 18.07.2009, leaving behind as his only heirs and next of kins, his sons, Anil and Vijay and daughters, namely Vasanti Raghunath Lonkar and Asha Prabhakar Deshmukh and accordingly, their names entered on the Record of Rights pertaining to the said Land bearing Survey No. 45/1, Sus.
- 17) Certain of the aforesaid purchasers out of the said land bearing Survey No. 45/1, Village Sus sold their respective holdings to Prasanna and/or High Seas vide duly executed and registered Deeds of Sale, details of such Deeds of Sale are mentioned hereinbelow:



Sale Deed and its Registration No.	Area conveyed	Names of the Vendors	Name of the Purchaser	Mutation Entry & Its date
29.04.2008 3538/2008 Haveli-4	00=03.90 i.e 390.14 sq.mtrs.	1) Sou. Uttara Prabhakar Joshi & 2) Rohini Prabhakar Joshi	M/s Prasanna Developer s	5973 16.05.2008
00=03.90 i.e 390.14 sq.mtrs.	00=03.96 i.e 396.09 sq.mtrs.	1)Rajendra Prabhakar Joshi & 2) Prabhakar Yashwant Joshi	M/s Prasanna Developer s	5972 16.5.2008
5.09.2009 6069/2009 Haveli-1	00=04.33 i.e433.82 sq.mtrs.	Vishwas Bhalchandra Karambelkar	M/s Prasanna Developer s	6470 18.12.2009
23.09.2009 5942/2009 Haveli-15	00=03.46 i.e 346.37 sq.mtrs.	1) Suniti Shamsunder Pendharkar, 2) Sunil Shamsunder Pendharkar, 3) Sulbha Shekhar Bhatvadekar, 4) Janhvi Jayant Modak	M/s Prasanna Developer s	6580 25.03.2010
23.09.2009 5943/2009 Haveli-15	00=05.45 i.e 545.16 sq.mtrs.	Sou. Janhvi Jayant Modak	M/s Prasanna Developer s	6471 15.12.2009
23.09.2009 5950/2009 Haveli-15	00=03.70 i.e 370.63 sq.mtrs.	Sou.Mangal Niranjan Raje	M/s Prasanna Developer s	6581 25.03.2010
8.10.2009 6309/2009 Haveli-15	00=05.72	1) Vidhya Chintaman Barve & 2) Sou. Chitra	M/s Prasanna Developer s	6467 15.12.2009



**Benchmark Legal Services LLP**

		Vidhyadhar Barve		
5.11.2009 6879/2009 Haveli-15	00=03.95	1) Meena Fulchand Rathod, 2) Shraddha Pritam Jain & 3) Shreya Fulchand Rathod	M/s Prasanna Developers	6473 18.12.2009
30.12.2009 8303/2009 Haveli-15	00=04.21	1) Narendra Palsingh, Mrs. Priya Sehgal	M/s Prasanna Developers	6584 25.03.2010
16.01.2010 307/2010 Haveli-15	00=04.21	Mr. John Francis Braganza	M/s Prasanna Developers	6582 25.03.2010
29.03.2010 2201/2010	00=04.40	1 Sheela Sadanand Dhond 2.Mr. Sadanand Phondur Dhond, 3. Mr. Mihir Sadanand Dhond	M/s Prasanna Developers	6696 21.05.2010
	00=04.49	1 Sheela Sadanand Dhond 2.Mr. Sadanand Phondur Dhond & 3. Mr. Rahul Sadanand Dhond		
	00=04.79	Mrs. Meera Vitthal Superkar		
	00=13.78			
2.06.2010 4025/2010 Haveli-15	00=03.44 i.e 344.05 sq.mtrs.	Mrs. Arati Kishore Rao	M/s Prasanna Developers	6757 22.6.2010
8.06.2010 4193/2010 Haveli-15	00=04.08 i.e 408.27 sq.mtrs.	Mr. Deepak Roy and Mrs. Soma Roy	M/s Prasanna Developers	6755 22.06.2010
17.06.2010	00=03.79	1) Mr. Avinash	M/s	6753





4454/2010 Haveli-15	i.e 379.83 sq.mtrs.	Waman Kale & 2) Mr. Jatin Avinash Kale (heir of Suchita who died as mutated vide M.E6752)	Prasanna Developer s	22.06.2010
31.07.2010 5754/2010 Haveli-15	00=04.32 i.e 432.15 sq.mtrs.	1) Mr. Dilip Madhusudan Ranade & 2) Mrs. Mrudula Dilip Ranade	M/s Prasanna Developer s	6857 21.08.2010
7.10.2010 7351/2010 Haveli-15	00=03.86 i.e 386.24 sq.mtrs.	Mrs. Neeta Anant Date	M/s Prasanna Developer s	6967 14.10.2010
16.12.2010 9267/2010 Haveli-15	00=09.59 i.e 959.10 sq.mtrs.	1) Mr. Shailesh Madhukar Shukla and 2) Mrs. Arundhati Shailesh Shukla	M/s Prasanna Developer s	7162 8.03.2011
11.02.2011	00=04.79 i.e 479.55 sq.mtrs.	1) Mr. Ashutosh Vilas Nanal & 2) Mr. Vilas Madhusudan Nanal	M/s Prasanna Developer s	7169 8.3.2011
26.04.2011 3728/2011 Haveli-15	00=05.45 i.e. 545.91 sq.mtrs.	1) Shri Shashikant Anant Avasare & 2) Mr Deepak Shashikant Avasare	M/s Prasanna Developer s	8586 23.09.2014
30.07.2011 6597/2011 Haveli-15	00=04.44 i.e 444.98sq. mtrs.	1) Shri. Shishir Anand Nargundkar & 2) Mrs. Shruti Shishir Nargundkar	M/s Prasanna Developer s	7416 7.09.2011
30.06.2012 5527/2012	00=05.45 i.e	Mr Mohit Uppal Mrs. Priya Uppal	M/s Prasanna	9884 30.08.2018



**Benchmark Legal Services LLP**

Haveli-15			Developer s	
25.03.2014 2828/2014 Haveli-4	00=06.41	Mr. Suhas Madhavrao Rege & Mrs. Preeti Suhas Rege	1) High Seas Propertie s Private Limited 2)M/s Prasanna Developer s	8588 23.09.2014
18.09.2014 8389/2014 Haveli-4	00=05.59	Mr. Vasant Prakash Gandhi & Mrs. Manishaben Vasant Gandhi	1) High Seas Propertie s Private Limited 2)M/s Prasanna Developer s	8598 1.11.2014
20.10.2014 9408/2014 Haveli-4	00=04.29	1) Mrs. Uma Vijay Kulkarni & 2) Mrs. Neeti Harish Patil	M/s Prasanna Developer s	8599 1.11.2014
Exchange 20.04.2014 5635/2014 Haveli-4	00=09.57	Geeta Prakash Parkhi	1)High Seas Propertie s Private Limited 2) M/s Prasanna Developer s	8704 5.02.2015
3.03.2015 2691/2015 Haveli -4	00=05.45	Mr. R.Gowrishankar Mr. R. Suryanarayan	1)High Seas Propertie s Private Limited 2) M/s Prasanna Developer	9525 20.10.2017



24.11.2015 13783/2015 Haveli-4	00=04.20	Mr. Nitin Sharad Deshpande & Mrs. Vinita Nitin Deshpande	s 1)High Seas Propertie s Private Limited 2) M/s Prasanna Developer s	9522 20.10.2017
30.07.2016 10155/2016 Haveli-4 POA- 10156/2016	00=05.45	Mr. Dilip Hari Nagarkar Mrs. Sunita Dilip Nagarkar	1)High Seas Propertie s Private Limited 2) M/s Prasanna Developer s	9524 20.10.2017
16.06.2017 5654/2017 Haveli-15	00=05.45	1) Mr. Vijay Prahlad Deshmukh, 2) Miss. Asha Prabhakar Deshmukh alias Mrs. Shubhangi Shrikant Huddar, 3) Mr. Anil Prabhakar Deshmukh alias Anil Prahlad Deshmukh, 4) Miss. Latika Prabhakar alias Prahlad Deshmukh alias Mrs. Vasanti Raghunath Lonkar	M/s Prasanna Developer s	9523 3.10.2017





## Benchmark Legal Services LLP

- 18) In the above circumstance, the said Prasanna and /or High Seas acquired area admeasuring Hectares 02 = 93 Ares by virtue of above recited Sale Deeds/ Development Agreements and the said Shri. Harish Raoji Patil, Sou. Neeta Harish Patil, Shri. Vijay Vasant Kulkarni and Sou. Uma Vijay Kulkarni purchased the portion admeasuring Hectares 01= 05 Ares out of the said land bearing Survey No. 45/1, Village Sus.

**G) Land admeasuring Hectares 02= 20 Ares bearing Survey No. 45/2:**

- 1) One Smt. Roma Madan Bahl was the owner of all that piece and parcel of land or ground admeasuring Hectares 02 = 20 Ares bearing Survey No. 45/2, situate, lying and being at Village Sus, Taluka Mulshi, District Pune.
- 2) It appears from Mutation Entry No. 1978 dated 4.07.1981 that vide a Deed of Sale dated 5.04.1981 (duly Registered under Serial No. 1251 of 1981 with the Sub-Registrar Maval) the said Smt. Roma Madan Bahl sold one-third area out of the said land bearing Survey No. 45/2, Village Sus to one Mr. Sultan Ahmed Moloobhoy. Accordingly, name of the said Mr. Sultan Ahmed Moloobhoy entered on the Record of Rights pertaining to the said land bearing Survey No. 45/2, Village Sus as the holder of the one-third area therein.
- 3) It appears from vide Mutation Entry No. 1977 dated 4.07.1981 that vide a Deed of Sale dated 26.06.1981 (duly Registered under Serial No. 1253 of 1981 with the Sub-Registrar Maval) the said Smt. Roma Madan Bahl sold remaining two-third area out of the said land bearing Survey No. 45/2, Village Sus to Mr. Mohammed Ahmed Moloobhoy and Mr. Shareef Ahmed Moloobhoy. Accordingly, names of the said Mr. Mohammed



Ahmed Moloobhoy and Another entered on the Record of Rights pertaining to the said land bearing Survey No. 45/2, Village Sus as the holder of the two-third area therein.

- 4) It appears from the Mutation Entry No. 2790 dated 16.06.1991 that the said Mr. Sultan Ahmed Moloobhoy died on 23.04.1981, leaving behind him his Last Will and Testament dated 16.01.1981, whereunder he bequeathed his purchased holding in the said land bearing Survey No. 45/2, Village Sus to his two sons, namely, Mr. Salman & Rashid and accordingly, names of the said Mr. Salman and Rashid entered on the Record of Rights as the holders of the holding of Late Sultan Ahmed Moloobhoy therein.
- 5) It appears from the Mutation Entry No. 2791 dated 16.06.1991 that the said Mr. Shareef Ahmed Moloobhoy died on 4.03.1988, leaving behind him his Last Will and Testament dated 27.07.1987, whereunder he bequeathed his purchased holding in the said land bearing Survey No. 45/2, Village Sus to his son, Mr. Adil shareef Moloobhoy and accordingly, his name entered on the Record of Rights as the holder of the holding of Late Shareef Ahmed Moloobhoy therein.
- 6) It appears from the Mutation Entry No.3599 dated 2.11.1996 that the said Mr. Mohammed Ahmed Moloobhoy died on 21.01.1992, leaving behind him his Last Will and Testament dated 3.05.2002, whereunder he bequeathed his purchased holding in the said land bearing Survey No. 45/2, Village Sus to his widow, Armaity Mohammed Moloobhoy and accordingly, her name entered on the Record of Rights as the holder of the holding of Late Mohammed Ahmed Moloobhoy therein.







## Benchmark Legal Services LLP

Subsequently, the said Armaity Mohammed Moloobhoy died and name of her son, Mr. Shiraz Mohammed Moloobhoy entered on the Record of Rights pertaining to the said land bearing Survey No. 45/2, Village Sus as the holder thereof vide Mutation Entry no. 6288.

- 7) Vide an Agreement For Development dated 14.02.2006 (duly Registered under Serial No. 1150 of 2006 with the Sub-Registrar Haveli, Pune) the said Adil Shareef Moloobhoy granted rights of development of his one-third share out of the said land bearing Survey No. 45/2, Village Sus, to the said Prasanna at or for the consideration and on the terms and conditions therein contained.
- 8) Vide an Agreement For Development dated 5.01.2008 (duly Registered under Serial No. 100 of 2008 with the Sub-Registrar Haveli, Pune) the said Salman Sultan Moloobhoy and Rashid Sultan Moloobhoy granted rights of development of their one-third share out of the said land bearing Survey No. 45/2, Village Sus, to the said Prasanna at or for the consideration and on the terms and conditions therein contained.
- 9) Vide three Separate Deeds of Sale 5.12.2008, 5.12.2008 and 7.12.2008 (duly Registered under Serial Nos. 6961, 6962 and 8199 of 2008 with the Sub-Registrar Haveli, XIX, XIX and XV respectively, Pune) the said (i) Mr. Salman and Rashid Sultan Moloobhoy, (ii) Mr. Adil Shareef Moloobhoy and (iii) Mr. Shiraz Mohammed Moloobhoy assigned, transferred and conveyed their respective holdings in the said land bearing Survey No. 45/2, Village Sus to Prasanna and accordingly, name of the said Prasanna entered on the Record of Rights vide Mutation Entry No. 6289, 6290 and 6291 respectively.



**H) Portion admeasuring Hectares 01 = 20 Ares out land admeasuring 03 = 64 Ares bearing Survey No. 46/1:**

- 1) One Shri. Shiva Bhiva Chandhere was the owner, on Navin Shart Tenure, of all that piece and parcel of land or ground admeasuring Hectares 03 = 64 Ares bearing Survey No. 46/1, situate, lying and being at Village Sus, Taluka Mulshi, District Pune.
- 2) It appears from the Mutation Entry No. dated 1616 dated 19.11.1971 that the said Shri. Shiva Bhiva Chandhere died intestate in or around the year 1969, leaving behind him, as his only heirs and next of kin, his widow, Smt. Jeejabai, his sons, Janadan, Manohar and Maruti, his daughters, Smt. Sakubai Vishnu Paigude and Smt. Subhadra Parasram Padale. Name of Janardan Shiva Chandhere as the Karta and Manager of Hindu Undivided Family entered on the Record of Rights pertaining to the said land bearing Survey No. 46/1, Village Sus, as the holder thereof.
- 3) It appears from the Mutation Entry No. 4368 dated 4.01.2000 pursuant to application made in that behalf partition under Section 85 of the Maharashtra Land Revenue Code 1966 was effected by an between the said sons of Late Shiva Bhiva Chandhere in respect of, intere-alia the said land bearing Survey No. 46/1, Village Sus in the following manner:

<b>Name of the holder</b>	<b>Area came as Share</b>
a) Shri. Jenardan Shiva Chandhere	01=21.30
b)Srhi. Manohar Shiva Chandhere	01=21.30
c) Shri. Maruti Shiva Chandere	01=21.40





## Benchmark Legal Services LLP

Accordingly, effect to the same was given on the Record of Rights pertaining to the said land bearing Survey No. 46/1, Village Sus.

- 4) The said Shri. Janardan Shiva Chandhere and Others applied and obtained the permission dated 31.12.2003 bearing No. 43/AKHI/SR/72/2003 of Sub-Divisional Officer Maval, Sub -Division Pune under the provisions of Section 63, for the transfer of a portion admeasuring Hectares 01 = 20 Ares out of the said land bearing Survey No. 46/1, Village Sus to Shri. Harish R. Patil, Shri. Rohan Harish Patil, Shri. Vijay Vasant Kulkarni and Uma Vijay Kulkarni.
- 5) Vide an Agreement For Development dated 21.07.2004 (duly Registered under Serial No. 4131 of 2004 with the Sub-Registrar Mulshi, Pune) coupled with Power of Attorney dated 21.07.2004 (duly Registered under Serial No. 4131 of 2004 with the Sub-Registrar Mulshi, Pune) executed by the said Shri. Janardhan, Manohar and Maruti and members of their families in favour of the said Shri. Harish R. Patil and Three Others, the said shri. Janardhan and Other granted rights of development of a portion admeasuring Hectares 01 = 20 Ares out of the said land bearing Survey No. 46/1, Village Sus to Shri. Harish R. Patil, Shri. Rohan Harish Patil, Shri. Vijay Vasant Kulkarni and Uma Vijay Kulkarni, at or for the consideration and on the terms and conditions therein contained.
- 6) It appears from the Mutation Entry No.5313 dated 27.09.2005 that the said Shri. Manohar Shiva Chandhere died intestate on 22.08.2005, leaving behind him, as his only heirs and next of kin, his widow, Smt.



Kaushalya, his sons, Dnyaneshwar, Sonaba and Kaluram and his daughter, namely, Smt. Kusum Uttam Ghule and accordingly, names of the said heirs of Late Manohar Shiva Chandhere entered on the Record of Rights pertaining to the said land bearing Survey No. 46/1, Village Sus, as the holders thereof.

- 7) Vide a Deed of Sale dated 28.11.2008 (duly Registered under Serial No. 11209 of 2008 with the Sub-Registrar Haveli, Pune) the said Shri. Janardhan Shiva Chandhere, Shri. Maruti Shiva Chandhere and heirs of Late Manohar Shiva Chandhere sold a portion Hectares 01 = 20 Ares out of the said land bearing Survey No. 46/1, Village Sus to Shri. Harish R. Patil, Shri. Rohan Harish Patil, Shri. Vijay Vasant Kulkarni and Uma Vijay Kulkarni. Accordingly, names of the said Shri. Harish R. Patil and Three Others entered on the Record of Rights as the holders thereof vide Mutation Entry No. 6229.

**1) Land admeasuring Hectares 02= 20 Ares bearing Survey No. 46/2:**

- 1) One Shri. Madan Mohan Bahl was the owner of all that piece and parcel of land or ground admeasuring Hectares 02 = 20 Ares bearing Survey No. 46/2, situate, lying and being at Village Sus, Taluka Mulshi, District Pune.
- 2) It appears from Mutation Entry No. 1978 dated 4.07.1981 that vide a Deed of Sale dated 5.04.1981 (duly Registered under Serial No. 1251 of 1981 with the Sub-Registrar Maval) the said Shri. Madan Mohan Bahl sold one-third area out of the said land bearing Survey No. 46/2, Village Sus to one Mr. Sultan Ahmed Moloobhoy. Accordingly, name of the said Mr. Sultan Ahmed Moloobhoy entered on the Record of Rights





pertaining to the said land bearing Survey No. 46/2, Village Sus as the holder of the one-third area therein.

- 3) It appears from Mutation Entry No. 1977 dated 4.07.1981 that vide a Deed of Sale dated 26.06.1981 (duly Registered under Serial No. 1253 of 1981 with the Sub-Registrar Maval) the said Smt. Roma Madan Bahl sold remaining two-third area out of the said land bearing Survey No. 46/2, Village Sus to Mr. Mohammed Ahmed Moloobhoy and Mr. Shareef Ahmed Moloobhoy. Accordingly, names of the said Mr. Mohammed Ahmed Moloobhoy and Another entered on the Record of Rights pertaining to the said land bearing Survey No. 46/2, Village Sus as the holder of the two-third area therein.
- 4) It appears from the Mutation Entry No. 2790 dated 16.06.1991 that the said Mr. Sultan Ahmed Moloobhoy died on 23.04.1981, leaving behind him his Last Will and Testament dated 16.01.1981, whereunder he bequeathed his purchased holding in the said land bearing Survey No. 46/2, Village Sus to his two sons, namely, Mr. Salman & Rashid and accordingly, names of the said Mr. Salman and Rashid entered on the Record of Rights as the holders of the holding of Late Sultan Ahmed Moloobhoy therein.
- 5) It appears from the Mutation Entry No. 2791 dated 16.06.1991 that the said Mr. Shareef Ahmed Moloobhoy died on 4.03.1988, leaving behind him his Last Will and Testament dated 27.07.1987, whereunder he bequeathed his purchased holding in the said land bearing Survey No. 46/2, Village Sus to his son, Mr. Adil shareef Moloobhoy and accordingly, his name entered on the Record of Rights as the holder of the holding of Late Shareef Ahmed Moloobhoy therein.





- 6) It appears from the Mutation Entry No. 3293 dated 15.12.1995 that pursuant to the Order dated 30.09.1993 passed in the RTS revision Appeal bearing No. 65 of 1982 and 79 of 1983 by the Sub-Divisional Officer, Maval Sub-Division, Pune all the above mutations were cancelled and name of Janardhan Shiva Chandhere was entered on the Record of Rights as the holder thereof.
- 7) It appears from the Mutation Entry No. 3294 dated 22.12.1995 that as the said land bearing Survey No. 46/2, Village Sus was subject to the provisions of Section 43 of the Bombay Tenancy and Agricultural Act, the land owner had obtained the pre permission of the SDO dated 18.02.1980 bearing TNC/43-63/SR for sale of the said land. In the circumstances, the aforesaid Mutation Entry No. 3293 was cancelled and name of the said Shri. Madan Mohan Bahl was re-entered as the holder of the said land bearing Survey No. 46/2, Village Sus. Subsequently, pursuant to the Order of SDO as mentioned in Mutation Entry No. 4712 dated 4.04.2001, name of the said Shri. Janardhan Shiva Chandhere as the Karta and Manager of his Hindu Undivided Family was re-entered.
- 8) It appears from the Mutation Entry No. 4951 dated 2.11.2002 that pursuant to the Order dated 8.10.2002 bearing No. HNO/VASHI/2335/02 of the Additional Collector Pune, in Case No. 105 of 2002, earlier Mutation was cancelled and name of the said Shri. Madan Mohan Bahl was entered as the holder of the said land bearing Survey No. 46/2, Village Sus.
- 9) Subsequently, it appears that name of the said Shri. Madan Mohan Bahl was deleted and effect of the aforesaid Mutation Entry Nos. 2790 and 2791 was again given on the Record of Rights and names of the





## Benchmark Legal Services LLP

said (i) Salman & Rashid Sultan Moloobhoy, (ii) Armaity Mohammed Moloobhoy and (iii) Adil Shareef Moloobhoy were re-entered for their respective one-third holdings therein. Subsequently, the said Armaity Mohammed Moloobhoy died and name of her son, Mr. Shiraz Mohammed Moloobhoy entered on the Record of Rights pertaining to the said land bearing Survey No. 46/2, Village Sus as the holder thereof vide Mutation Entry no. 6288.

- 10) Vide an Agreement For Development dated 14.02.2006 (duly Registered under Serial No.1150 of 2006 with the Sub-Registrar Haveli, Pune) the said Adil Shareef Moloobhoy granted rights of development of his one-third share out of the said land bearing Survey No. 46/2, Village Sus, to the said Prasanna at or for the consideration and on the terms and conditions therein contained.
- 11) Vide an Agreement For Development dated 5.01.2008 (duly Registered under Serial No. 100 of 2008 with the Sub-Registrar Haveli, Pune) the said Salman Sultan Moloobhoy and Rashid Sultan Moloobhoy granted rights of development of their one-third share out of the said land bearing Survey No. 46/2, Village Sus, to the said Prasanna at or for the consideration and on the terms and conditions therein contained.
- 12) Vide three Separte Deeds of Sale 5.12.2008, 5.12.2008 and 7.12.2008 (duly Registered under Serial Nos. 6961, 6962 and 8199 of 2008 with the Sub-Registrar Haveli, XIX, XIX and XV respectively, Pune) the said (i) Mr. Salman and Rashid Sultan Moloobhoy, (ii) Mr. Adil Shareef Moloobhoy and (iii) Mr. Shiraz Mohammed Moloobhoy assigned, transferred and conveyed their respective holdings in the said land bearing Survye No. 46/2, Village Sus to Prasanna and accordingly.



name of the said Prasanna entered on the Record of Rights vide Mutation Entry No. 6289, 6290 and 6291 respectively.

**IV. In the circumstances, pursuant to the aforesaid Sale Deeds, the following are the details of the owners and holders of development rights of the above captioned Land :**

Survey No./Hissa No.	Area being subject matter of this report in Hectares= Ares/ Sq.mtrs.	Holding of Owner/Developer	Names of the Owners & its holding in H=Ares	Name of development rights holder
4 (Part)	1=05 (i.e 10500 sq.mtrs.) out of <b>01 = 10</b>	00 =50	Prasanna Developers & High Seas Properties Private Limited	
		00 =55	Shri. Ramchandra Laxman Bandel	Prasanna Developers & High Seas Properties Private Limited
7 (Part)	00=75 (i.e 7500 Sq.mtrs.) out of <b>01= 20</b>	00=40	Balasaheb, Nanasaheb & Dilip Bhagwan Sasar	Prasanna Developers & High Seas Properties Private Limited
		00=15	Shri. Dattoba alias Dattu Laxman Sasar	
		00=20	Sharad Bharat Sasar, Pooja Bharat Sasar & Rupali Bharat Sasar	



**Benchmark Legal Services LLP**

43/1 (Part)	00=68.33 (i.e 6833 Sq.mtrs) out of <b>00= 85</b>	00=68.33	Prasanna Developers & High Seas Properties Private Limited	
44/1	00=60 (i.e 6000 Sq.mtrs.)	00=29	Balasaheb	Prasanna Developers & High Seas Properties Private Limited
		00=11	Nanasaheb Bhagwan Sasar	
		00=20	Dattoha Laxman Sasar & Others	
44/2	00=47.50 (i.e 4750 Sq.mtrs.)	00=28.50	Shri. Dilip Bhagwan Sasar	Prasanna Developers & High Seas Properties Private Limited
		00=19	Shri. Nanasaheb Bhagwan Sasar	
45/1	03=98 (i.e 39800 Sq.mtrs.)	00=36.67	Prasanna Developers & High Seas Properties Private Limited	
		02 =46.62	Prasanna Developers	
		00=04.43	Chandramukhi Jha & Virendra Mohan	Prasanna Developers & High Seas



				Properties Private Limited
		00=05.28	Neeti alias Neeta Harish Patil & Uma Vijay Kulkarni	High Seas Properties Private Limited
		01 =05	Harish Raoji Patil, Neeta Harish Patil, Vijay Vasant Kulkarni & Uma Vijay Kulkarni	
45/2	02 = 20 (i.e 22000 Sq.mtrs)	02=20	Prasanna Developers	
46/1 (Part)	01 = 20 (i.e 12000 Sq.mtrs.) Out of 03 = 64	01=20	Shri. Rohan Harish Patil, Shri. Vijay Vasant Kulkarni and Uma Vijay Kulkarni	
46/2	02 = 20 (i.e 22000 Sq.mtrs.)	02=20	Prasanna Developers	
<b>Total</b>	<b>131383</b>			

V. Vide a Joint Development Agreement dated 10.03.2010 (duly Registered under Serial No. 2173 of 2010 with the Sub-Registrar Havell No. IV, Pune) executed by and between the said (i) Prasanna & (ii) Mr. Harish Raoji Patil, Mr. Neeti alia Neeta Harish Patil, Mr. Rohan Harish Patil, Mr. Vijay Vasant Kulkarni & Mrs. Uma Vijay Kulkarni of the First Part and High Seas of the







## Benchmark Legal Services LLP

Second Part, the said Prasanna & Mr. Harish Raoji Patil & Others agreed to develop their collective holding admeasuring Hectares 07 = 83 Ares (comprised of lands/portions admeasuring Hectares 01 = 18 Ares, Hectares 02 = 20 Ares and Hectares 02 = 20 Ares bearing Survey Nos. 45/1, 45/2 and 46/2 respectively) jointly with the said High Seas at or for the consideration of sharing gross sales proceeds and on the terms and conditions therein contained.

**VI.** Vide an Agreement For Development dated 15.10.2013 (duly Registered under Serial No. 9040 of 2013 with the Sub-Registrar Haveli No. IV, Pune) the said Mrs. Neeti alia Neeta Harisha Patil and Mrs. Uma Vijay Kulkarni granted rights of development of their purchased holding admeasuring Hectares 05.28 Ares out of the said land bearing Survey No. 45/1, Village Sus to the said High Seas at or for the consideration and on the terms and conditions therein contained.

**VII.** Vide an another Joint Development Agreement dated 15.10.2013 (duly Registered under Serial No. 9042 of 2013 with the Sub-Registrar Haveli No. IV, Pune) the said Prasanna agreed to develop its another holding admeasuring Hectares 00=13 Ares (comprised of portions admeasuring Hectares 00=06.50 Ares and Hectares 00=06.50 Ares out of land bearing Survey No. 45/1) with the said High Seas at or at or for the consideration of sharing gross sales proceeds and on the terms and conditions therein contained.

**VIII.** In the circumstances, pursuant to the aforesaid Agreements dated 10.03.2010, 15.10.2013 and 15.10.2013, Prasanna and High Seas came together to jointly develop the lands aggregating to Hectares 08=01.28 Ares



(comprised of 07=83 + 00=13+ 00=05.28) (hereinafter referred to as "**JV Lands**") out of the above captioned Land.

- IX.** Pursuant to the sanctioned Plans as mentioned hereibelow, the said Prasanna and High Seas obtained sanction of building plans for Phase I and Phase II of the Project known as "Western Hills" to be implemented on the aforesaid lands aggregating to Hectares 08=01.28 Ares and entered into Agreements For Sale with the prospective purchasers for sale of Flats/Units therein.
- X.** Subsequently, a dispute arose by and between the said Prasanna and Mr. Harisih Raoji Patil & Others (hereinafter collectively referred as the "**Prasanna Group**") on the one hand and the said High Seas on the Other hand. According, to the provisions of the Joint Development Agreements, the dispute was referred to the Sole Arbitrator, Mr. Surel S. Shah, Advocate. During the pendency of the Arbitration proceedings, the parties mutually arrived at a settlement to resolve their disputes and executed a Settlement Agreement dated 22.12.2020 pertaining to their holdings (including the above captioned land). And a joint application was moved before the Arbitrator to record the settlement and pass an award in terms of the said Settlement Agreement.
- XI.** Accordingly, the Arbitration Proceedings was disposed off and an Award was passed on 26.12.2020 in terms of the said Settlement Agreement dated 22.12.2020. In the circumstances, Pursuant to the said Settlement Agreement, Prasanna Group become the holder/development rights holder, as the case may be, of the above captioned Land as High Seas relinquished/surrendered all its right, title and interest therein **save and**





## Benchmark Legal Services LLP

**except** of (i) right to develop the Western Hills Project as per the sanctioned plans dated 24.09.2020 and 29.09.2020 & by consuming the F.S.I shown therein, and to receive & retain any/all revenue receivable from the prospective Allottees and further to hold /retain ownership rights in any/all apartments/units that remain unsold, and (ii) rights of development pertaining to Hectares 00=05.28 Ares under the aforesaid Agreement dated 15.10.2013, which shall be retained by High Seas. The said High Seas and Prasanna Group have agreed/ are in process (as represented to us by our Client) to execute and register necessary documents as required in terms of the said Settlement Agreement.

### **XII. ENCUMBRANCES/CHARGES/REMARKS/OBSERVATION:**

- 1) There are certain charges created by Vikas Societies/Banks are shown in the Other Rights Column of land bearing Survey Nos. 4, 43/1 and 44/1, Village Sus and the same needs to be settled/deleted.
- 2) Vide a Deed of Mortgage dated 26.02.2015 (duly Registered under Serial No. 2484 of 2015 with the Sub-Registrar Haveli No. IV, Pune) the said High Seas along with Prasanna Group availed Project Finance from ICICI Bank, Ghole Road, Branch, Pune, for the said Project known as "Western Hills" and mortgaged land admeasuring in the aggregate 08=01.20 Ares out of lands bearing Survey Nos. 45/1, 45/2, 46/1 and 46/2, Village Sus.
- 3) The tenure of the said lands bearing Survey No. 7, 46/1 and 46/2 is on "Navin Shart" which are subject to the provisions of Section 43 of the



Maharashtra Tenancy & Agricultural Act as shown in Other Rights Column.

- 4) It is observed that land bearing Survey No. 7, is erroneously shown as "7/2" in all the documents/permissions.
- 5) Certain errors are shown on the latest VII/XII Extract pertaining to the said Land bearing Survey No. 45/1.

### **XIII. N.A ORDER/SANCTIONED LAYOUT PLAN :**

- 1) Pursuant to application made in that behalf, the said Prasanna and High Seas obtained conversion of user of lands bearing Survey Nos. 45/1, 45/2, 46/1 and 46/2, Village Sus for "non agricultural" use and also obtained sanction of a Layout Plan and building Plans from the Office of the Collector, Pune vide an Order dated 9.01.2012 bearing No. PMA/NA/SR/59/11 and dated 19.12.2013 bearing No. PMA/NA/SR/307/13 with a view to implement a Project known as "Western Hills" (hereinafter referred to as "the said Project") thereon and which was revised from time to time and further, sanctioned by the Pune Metropolitan Region Development Authority, Pune (PMRDA) vide Commencement Certificates bearing Nos. BMU/Mouje Sus/Survey No. 45/2 & Other/984/19-20 dated 24.09.2020 and Commencement Certificate bearing No. BMU/Mouje Sus/Survey No. 45/1/1056 /2019-20 dated 29.09.2020 (as informed us).





## Benchmark Legal Services LLP

### XIV. SEARCH:

At the instructions of the said Prasanna Ashwini Tekade, Advocate who has taken search of the available, unmutilated and relevant Index II Record in the Offices of the concerned Sub-Registrar and on the website of Department of Registration and Stamps Government of Maharashtra for the relevant period of the past thirty years in respect of the above captioned Lands, who has given her Report dated 20.03.2021 for the same, a copy of the same is annexed hereto. Such search of the said Index II Record has not disclosed any outstanding encumbrance on or in respect of the above captioned Lands or any entry adverse to the title of the owners to their respective holdings/lands save and except Agreements executed in favour of purchasers of Flats/Units in the Project known as Western Hills.

### XV. GENERAL:

- 1) This report is based on the review of photocopies/soft copies of documents and Record of Rights for past thirty years made available for our perusal and also on the information furnished and representations made by the Client to us.
- 2) It is represented to us by our Client that there is no pending litigation, proceedings, enquiry, etc before any court of law, Tribunal, etc in respect of the above captioned land and we have relied on the same and no separate search in the courts is carried out by us.
- 3) The area and boundaries details as mentioned hereinabove are provided by the Client to us as we are not qualified to express our opinion on and





have not verified the area and/or physical identification of the above captioned Land.

- 4) It is represented to us by our Client that there is no mortgage, charge, liens, attachments, claims, demands or other encumbrances on or against the above captioned Land, save and except of the charges mentioned hereinabove and we have relied on the same.
- 5) The original documents in respect of the above captioned land are not provided for our perusal/inspection.
- 6) For the purpose of this report, we have assumed the legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as photocopies.
- 7) For the purpose of this Report, we have relied upon the information relating to lineage of holders of the above captioned lands, available on the basis of the Revenue Records and the documents of title mentioned above, as no separate documents/declaration/Affidavit/Records provided to us to verify the same.
- 8) For the purpose of this report, we have assumed that all the powers of attorney involved in the transactions pertaining to the above captioned Land and genuine and authentic whether the same are perused by us or not.
- 9) We express no view relating to reservation, FSI, plan, permission, approval or development potential of the above captioned Land.
- 10) We have not verified and express no view pertaining to construction of housing project, sell of units/flats in such housing project, compliance of





## Benchmark Legal Services LLP

provisions of Real Estate (Regulation and Development) Act, 2016 and matters/issues pertaining to the same.

- 11) We have not verified the market value of lands and the stamp duty paid on various documents referred to herein nor we express any view on the same.
- 12) We have assumed the accuracy and completeness of all factual representations made in the title documents.
- 13) We express no comments on the payment of consideration mentioned in the Deeds/Agreements whereby Prasanna Group acquired the above captioned land.

### **XVII) CONCLUSION:**

On the basis of above, we are of the opinion that subject to what is mentioned above including our remarks and observation mentioned at the relevant places, and further subject to compliances of Settlement Agreement dated 22.12.2010, the title of the said Owners as mentioned in the table above in Clause No. (IV) to their respective holdings/lands and beneficial title of the said Prasanna Developers, is free, clear and marketable as far as can be diligently ascertained. If the facts are different from any of the documents/revenue records and information furnished or documents/information subsequently furnished and the contents thereof are contrary to the observations on the title made herein, it could have material impact on our conclusions.



**XVII]** This Report is addressed to Prasanna Developes alone and may be disclosed or furnished by it as may be required in conection with any transaction or legal process. Hence this report shall not be furnished, quoted or relied on by any person or entity other than Prasanna Developers for any purpose without our prior written consent.

Dated this 23<sup>rd</sup> Day of March 2021.

For BENCHMARK LEGAL SERVICES LLP



KIRAN KHANDELWAL,  
ADVOCATE

