



ADVOCATE

ADV. SHASHIRAJ N. NALAWADE
BSL, LL.B.

Off. At. Imperia Plus, Behind Dharmawat Petrol pump,
Pisoli, Pune - 411048

FORMAT 'A'

Circular No. 28/2021

FLOW OF THE TITLE OF THE SAID LAND.

I. HISTORY AND FLOW OF TITLE TO (1) SURVEY NO. 53 HISSA NO. 4/2, (2) SURVEY NO. 54, (3) SURVEY NO. 53 HISSA NO. 1, (4) SURVEY NO. 53 HISSA NO. 2 AND (5) SURVEY NO. 53 HISSA NO. 3:

(1) SURVEY NO.53 HISSA NO.54/2, UNDRI:-

The land bearing Survey No.86 Hissa No.4, Undri totally admeasuring Hectares 01 = 29 Ares was initially owned by Mr.Parshuram Laxman Ghule. That the portion of land admeasuring Hectares 00 = 65 Ares out of the said land was purchased by Mr.Devanand Sopanrao Ghule from the erstwhile owner Mr.Parshuram Laxman Ghule vide Sale Deed dated 06/01/1989, duly registered at the Office of Sub-Registrar Haveli No.1 at Serial No.317/1989, and accordingly separate Hissa originated as follows vide Mutation Entry No.3279: -

<u>Survey No. / Hissa No.</u>	<u>Name of the Owner</u>	<u>Area</u>
S.No.86 Hissa No.4/1	Parshuram Laxman Ghule	Hec 00 = 64 Ares
S.No.86 Hissa No.4/2	Devanand Sopanrao Ghule	Hec 00 = 65 Ares

Thereafter, due to the emergence of new Village – Wadachi Wadi which came into existence by fragmentation from Undri Village by notification number SR 23 dated 06/09/1977, the Survey numbers changed and accordingly Survey No.86 of Village Undri was changed to Survey No.53 the effect of which has been given to revenue records vide Mutation Entry No.3792.

By and virtue of Gift Deed dated 03/05/2014 duly registered at the Office of Sub-Registrar Haveli No.10 at Serial No.4372/2014, the said Mr.Devanand Sopanrao Ghule has gifted Hectares 00 = 39 Ares (i.e. Hectares 00 = 13 Ares each) unto and in favour of (a) Mrs.Vandana Devanand Ghule, (b) Mr.Rahul Devanand Ghule and (c) Mr.Viraj Devanand Ghule. Accordingly, the ownership of the captioned property is presently vested as under :-

(a)	Mr. Devanand Sopanrao Ghule	Hectares 00 = 26 Ares
(b)	Mrs.Vandana Devanand Ghule	Hectares 00 = 13 Ares
(c)	Mr.Rahul Devanand Ghule	Hectares 00 = 13 Ares
(d)	Mr.Viraj Devanand Ghule	Hectares 00 = 13 Ares



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By and virtue of Joint Venture Agreement dated 08/05/2014 duly Registered at the Office of Sub-Registrar, Haveli X, Pune at Serial No.4536/2014 entered into between (a) Mr.Devanand Sopanrao Ghule, (b) Mrs.Vandana Devanand Ghule, (c) Mr.Rahul Devanand Ghule and (d) Mr.Viraj Devanand Ghule on the one part and M/s. Dynamic Realty Ventures represented by it's Sole Proprietor Mr.Rajeev Shivnath Sonkar on the other part, they agreed to work on a "principal-to-principal" basis and divide the work in respect of development of the said Land bearing Survey No.53/ Hissa No.4/2, Undri by construction of Buildings containing Flats/Units thereon and by sale of such Flats/ Units to prospective purchasers thereof on ownership basis.

Subsequently with the said Joint Venture Agreement Development dated 08/05/2014, the said (a) Mr.Devanand Sopanrao Ghule, (b) Mrs.Vandana Devanand Ghule, (c) Mr.Rahul Devanand Ghule and (d) Mr.Viraj Devanand Ghule have executed an Irrevocable Power of Attorney dated 08/05/2014 for doing various acts deeds, matters and rthings pertaining to the development of the said land bearing Survey No.53, Hissa No.4/2, Undri, which is duly registered at the Office of Sub-Registrar Haveli No.10 at Serial No.4537/2014.

By and virtue of Articles of Supplemental Agreement dated 27/11/2015 executed by and between (a) Mr.Devanand Sopanrao Ghule, (b) Mrs.Vandana Devanand Ghule, (c) Mr.Rahul Devanand Ghule and (d) Mr.Viraj Devanand Ghule on the one part and M/s. Dynamic Realty Ventures represented by it's Sole Proprietor Mr.Rajeev Shivnath Sonkar on the other part, duly registered at the Office of Sub-Registrar Haveli No.10 at Serial No.13374/2015, certain terms and conditions of the aforesaid Joint Venture Agreement dated 08.05.2014 were mutually modified/ altered between the parties.

(2) SURVEY NO.54, UNDRI :-

The land bearing Survey No.87 totally admeasuring 24 Acres 30 Gunthas was initially owned by Mr.Vishnu Eknath Purvant.

From the perusal of Mutation Entry No.1558 it appears that Maharashtra State Weights Act 1958 and Indian Coinage Act 1955 was made applicable to the said land and accordingly the area of the said land was converted from 24 Acres 30 Gunthas to 10 Hectares - 02 Ares.

From the perusal of Mutation Entry No.2002 it appears that Mr.Vishnu Eknath Purvant expired on 20/01/1980 leaving behind him (1) Mr.Bhalchandra Vishnu Purvant (Son), (2) Mr.Subhash Vishnu Purvant (Son), (3) Mr.Ramesh Vishnu Purvant (Son), (4) Mrs.Mahananda Ashok Kanthale (daughter), (5) Miss. Manda Vishnu Purvant (daughter) and (6) Smt.Bhimabai Vishnu Purvant (widow) as his only heirs and accordingly their names of the sons and widow were recorded in the ownership column and the names of daughters were recorded in the other rights column of the 7/12 extract of the said land by deleting the name of deceased Mr.Vishnu Eknath Purvant.

From the perusal of Mutation Entry No.3106 it appears that the said Mrs.Mahananda Ashok Kanthale and Miss. Nanda Vishnu Purvant have released and relinquished all the rights and interests devolved upon them in respect of the said land by execution of Affidavit to that effect and accordingly their names have been deleted from the other rights column of the 7/12 extract of the said land.



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It appears that the said Mr.Bhalchandra Vishnu Purvant and 5 others have sold, transferred, assured and conveyed various portions out of the said land bearing Survey No.87 totally admeasuring 10 Hectares - 02 Ares unto and in favour of various persons vide diverse Sale Deeds as witnessed by Mutation Entry Nos.3079, 3136, 3137, 3138, 3139, 3159 and 3160 and accordingly separate Hissas i.e. Survey No.87 Hissa No.1, Survey No.87 Hissa No.2, Survey No.87 Hissa No.3, Survey No.87 Hissa No.4, Survey No.87 Hissa No.5, Survey No.87 Hissa No.6 and Survey No.87 Hissa No.7 were originated.

Thereafter, due to the emergence of new Village - Wadachi Wadi which came into existence by fragmentation from Undri Village by notification number SR 23 dated 06/09/1977, the Survey numbers changed and accordingly Survey No.87 of Village Undri was changed to Survey No.54 the effect of which has been given to revenue records vide Mutation Entry No.3792.

Accordingly, the revised Survey No.54 totally admeasuring 09 Hectares 32 Ares has been shown to be owned by the said Mr.Bhalchandra Vishnu Purvant, Mr.Subhash Vishnu Purvant, Mr.Ramesh Vishnu Purvant, and Smt.Bhimabai Vishnu Purvant as per the revenue records .

The said Mr.Bhalchandra Vishnu Purvant, Mr.Subhash Vishnu Purvant, Mr.Ramesh Vishnu Purvant, and Smt.Bhimabai Vishnu Purvant have conveyed various portions out of the said land vide diverse Sale Deeds as mentioned below :-

Sr.No.	Name of the Purchaser	Area Hec = Ares	Sale Deed Date	Mutation Entry No.
1	Bhakti Bharat Ashtekar	00 = 03	10/12/1993	4831
2	Vaibhav Prabhakar Bholane	00 = 03	10/12/1993	4832
3	Nandkumar Tukaram Kamble	00 = 01	10/12/1993	4833
4	Khandappa Nagappa Kulate	00 = 01	10/12/1993	4834
5	Purushottam Govind Jog	00 = 02	10/12/1993	4835
6	Gopal Mhasku Karade	00 = 03	10/12/1993	4836
7	Swati Suresh Tanksale, Shakuntala, Yeshwant Dhawale and Bharti Yeshwant Dhawale	00 = 01.50	17/06/1994	4873
8	Vijay Gopal Joshi	00 = 02	10/12/1993	4875
9	Ramdas Eknath Ghule	00 = 11	22/04/1996	5277
10	Dhiren Popatlal Nandu (HUF),	01 = 60	10/05/2005	6990

From the perusal of Mutation Entry No.5976 it appears that the said Ramdas Eknath Ghule have sold, transferred, assured and conveyed the area admeasuring Hectares 00 = 11 Ares owned by them out of the said land unto and in favour of Sai Niwas Co-operative Housing Society Limited through Chairman Major Mohan Bajaj (Retd), vide Sale Deed dated 17/09/1997 and accordingly the name of the said Sai Niwas Co-operative Housing Society Limited through Chairman Major Mohan Bajaj (Retd), has been entered in the ownership column of the 7/12 extract of the said land as owner of Hectares 00 = 11 Ares by deleting the name of Ramdas Eknath Ghule.



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From the perusal of Mutation Entry No.8451 it appears that Mr.Vaibhav Prabhakar Bholane expired on 23/10/2005 leaving behind him Anuya Vaibha Bholane name changed to Anuya Kiran Bholane vide Gazette and accordingly the name of Anuya Kiran Bholane has been entered on the 7/12 extract of the said land in the ownership column as owner of Hectares 00 = 03 Ares by deleting the name of Late Vaibhav Prabhakar Bholane.

From the perusal of Mutation Entry No.8703 it appears that the said Nandkumar Tukaram Kamble has sold, transferred, assured and conveyed the area admeasuring Hectares 00 = 01 Are owned by them out of the said land unto and in favour of Shalini Vilas Kale, vide Sale Deed dated 04/07/2008 and accordingly the name of the said Shalini Vilas Kale, has been entered in the ownership column of the 7/12 extract of the said land as owner of Hectares 00 = 01 Are by deleting the name of Nandkumar Tukaram Kale.

From the perusal of Mutation Entry No.9247 it appears that the said Gopal Mhasku Karade has sold, transferred, assured and conveyed the area admeasuring Hectares 00 = 03 Ares owned by them out of the said land unto and in favour of Deepak Subhash Purvant, vide Sale Deed dated 03/07/2010 and accordingly the name of the said Deepak Subhash Purvant, has been entered in the ownership column of the 7/12 extract of the said land as owner of Hectares 00 = 03 Ares by deleting the name of Gopal Mhasku Karade.

From the perusal of Mutation Entry No.9274 it appears that the said Late Bhimabai Vishnu Purvant through her heirs Santosh Bhalchandra Purvant, Vijay Bhalchandra Purvant, Ahilyabai Bhalchandra Purvant, Subhash Vishnu Purvant and Ramesh Vishnu Purvant have sold, transferred, assured and conveyed and area admeasuring Hectares 00 = 03 Ares out of the said land unto and in favour of Santosh Bhalchandra Purvant and Deepak Subhash Purvant, vide Sale Deed dated 06/12/2010 and accordingly the name of the said Santosh Bhalchandra Purvant and Deepak Subhash Purvant has been entered in the ownership column of the 7/12 extract of the said land as owner of Hectares 00 = 03 Ares.

From the perusal of Mutation Entry No.9488 it appears that Mr.Bhalchandra Vishnu Purvant expired on 06/12/2007 and Smt.Bhamabai Vishnu Purvant expired on 04/10/2010 leaving behind him the following persons as their heirs :-

Heirs of Late Bhalchandra Vishnu Purvant :-

- (1) Smt.Ahilyabai Bhalchandra Purvant (wife)
- (2) Mr. Vijay Bhalchandra Purvant (son)
- (3) Mr. Santosh Bhalchandra Purvant (son)
- (4) Mrs. Lata Pradeep Hundekari (daughter)

Heirs of Late Bhimabai Vishnu Purvant:-

- (1) Mr.Subhash Vishnu Purvant (son)
- (2) Mr.Ramesh Vishnu Purvant (son)



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(3) Late Son Bhalchandra Vishnu Purvant leaving behind
him his following heirs :-

- (a) Smt.Ahilyabai Bhalchandra Purvant (wife)
- (b) Mr.Vijay Bhalchandra Purvant (son)
- (c) Mr.Santosh Bhalchandra Purvant (son)
- (4) Mrs.Mahananda Vishnu Purvant (daughter)
- (5) Mrs.Kalpana Gangadhar Todkar (daughter)

From the perusal of Mutation Entry No.9500 it appears that the daughter of Late Bhalchandra Vishnu Purvant viz. Mrs.Lata Pradeep Hundekari has released and relinquished all her rights and interests devolved upon her in respect of the said land unto and in favour of (a) Smt.Ahilyabai Bhalchandra Purvant, (b) Mr. Vijay Bhalchandra Purvant and (c) Mr. Santosh Bhalchandra Purvant vide Release Deed dated 01/06/2010 duly registered at the Office of Sub-Registrar Haveli No.12 at Serial No.4992/2010 and accordingly her name has been deleted from the other rights column of the 7/12 extract of the said land.

From the perusal of Mutation Entry No.9501 it appears that the daughters of Late Vishnu Purvant viz. Mrs.Mangal Ashok Kanthale nee Miss.Mahananda Vishnu Purvant and Mrs.Kalpana Gangadhar Todkar nee Miss.Manda Vishnu Todkar have released and relinquished all their rights and interests devolved upon them in respect of the said land unto and in favour of (a) Mr.Subhash Vishnu Purvant, (b) Mr. Vijay Bhalchandra Purvant and (c) Mr. Santosh Bhalchandra Purvant vide Release Deed dated 23/11/2010 duly registered at the Office of Sub-Registrar Haveli No.12 at Serial No.10395/2010 and accordingly their names have been deleted from the other rights column of the 7/12 extract of the said land.

From the perusal of Mutation Entry No.9770 it appears that the said Mr.Dhiren Popatlal Nandu HUF has sold, transferred, assured and conveyed the area admeasuring Hectares 01 = 60 Ares owned by him out of the said land unto and in favour of M/s. Rockford Realty through Partner Mr.Raj K. Bhansali vide Sale Deed dated 24/09/2012 and accordingly the name of the said M/s. Rockford Realty through Partner Mr.Raj K. Bhansali has been entered in the ownership column of the 7/12 extract of the said land as owner of Hectares 01 = 60 Ares by deleting the name of Mr.Dhiren Popatlal Nandu.

By and virtue of Agreement for Sale dated 19/07/2016, duly registered at the Office of Sub-Registrar Haveli No.11 at Serial No.6670/2016, the said M/s. Rockford Realty, represented by one of it's Partner Mr.Raj K. Bhansali has agreed to sell, transfer, assure and convey the said land i.e. portion of land admeasuring 01 Hectare = 60 Ares forming part of the larger land admeasuring 09 Hectares=32 Ares bearing Survey No.54 (Old Survey No.87), situate, lying and being at Village Undri, Taluka Haveli, Dist - Pune, under the jurisdiction of Sub-Registrar Haveli and within the local limits of Grampanchayat Undri, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune, District Pune unto and in favour of (1) M/s. Dynamic Realty Enterprises, a partnership firm, registered under the Indian Patnership Act, 1932, represented by it's Partner Mr.Rajeev Shivnath Sonkar and (2) (a) Mr.Chandrakant Ratanchand Mutha and (b) Mrs.Shradha Chandrakant Mutha, for the consideration and upon the terms and conditions recorded therein. That in proportion of the amounts contributed



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and to be contributed towards the agreed consideration under the said Agreement dated 19/07/2016, the ownership of the said land was agreed between the parties to the said Agreement for Sale to be vested as under :-

- (1) M/s. Dynamic Realty Enterprises = 01 Hectare = 48 Ares
- (2) Mr.Chandrakant Ratanchand Mutha = 00 Hectare = 06 Ares
- (3) Mrs.Shradha Chandrakant Mutha = 00 Hectare = 06 Ares

In furtherance of the aforesaid Agreement for Sale dated 19/07/2016 duly registered at the Office of Sub-Registrar Haveli No.11 at Serial No.6670/2016, the said M/s. Rockford Realty, represented by one of it's Partner Mr.Raj K. Bhansali, has executed Sale Deed dated 15/12/2016 unto and in favour of (1) M/s. Dynamic Realty Enterprises, a partnership firm, registered under the Indian Partnership Act, 1932, represented by it's Partner Mr.Rajeev Shivnath Sonkar and (2) (a) Mr.Chandrakant Ratanchand Mutha and (b) Ms.Shradha Chandrakant Mutha, which is duly registered at the Office of Sub-Registrar Haveli No.11 at Serial No.10195/2016, and accordingly the name of the said Purchasers have been entered on the 7/12 extract of the said land for the said area admeasuring Hectares 01 = 60 Ares vide Mutation Entry No.10833 and accordingly the ownership of the captioned property is vested as under:-

- (1) M/s. Dynamic Realty Enterprises = 01 Hectare = 48 Ares
- (2) Mr.Chandrakant Ratanchand Mutha = 00 Hectare = 06 Ares
- (3) Ms.Shradha Chandrakant Mutha = 00 Hectare = 06 Ares

Vide Agreement for Joint Development dated 19/12/2016 duly registered at the Office of Sub-Registrar Haveli No.22 at Serial No.15748/2016, the said (a) Mr.Chandrakant Ratanchand Mutha and (b) Ms.Shradha Chandrakant Mutha, have transferred the development rights in respect of the said portion admeasuring Hectares 00 = 12 Ares unto and in favour of M/s. Dynamic Realty Enterprises represented by it's Partner Mr.Rajeev Shivnath Sonkar by reserving for their own benefit F.A.R arising from the said portion sufficient to construct residential premises having carpet area of 11826 sq.fts i.e. 1098.66 sq.mtrs, upon the terms and conditions recorded therein.

Subsequently, with the said Joint Venture Agreement Development dated 19/12/2016, the said (a) Mr.Chandrakant Ratanchand Mutha and (b) Ms.Shradha Chandrakant Mutha, have executed an Irrevocable Power of Attorney dated 19/12/2016 for doing various acts deeds, matters and things pertaining to the development of the said portion admeasuring Hectares 00 = 12 Ares out of the land bearing Survey No.54, Undri, which is duly registered at the Office of Sub-Registrar Haveli No.22 at Serial No.15749/2014.

(3) SURVEY NO.53, HISSA NO.1, UNDRI :-

From the perusal of Mutation Entry No.445, it appears that the land bearing Survey No.86 Hissa No.1 totally admeasuring 02 Acres - 07 Gunthas was initially owned by Mr. Dhondi Tukaram Kanade.



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From the perusal of Mutation Entry No.619, it appears that the said Mr.Dhondi Tukaram Kanade has sold, transferred, assured and conveyed the said land bearing S.No.86 Hissa No.1 unto and in favour of Mr.Sambha Maruti Aabnave and accordingly name of the said purchaser was entered on the 7/12 extract of the said land as owner thereof by deletion of the name of the said Mr.Dhondi Tukaram Kanade therefrom.

From the perusal of Mutation Entry No.680, it appears that the said Mr.Sambha Maruti Aabnave has re-conveyed the said land bearing S.No.86 Hissa No.1 vide Re-conveyance Deed dated 11/11/46 unto and in favour of Mr.Dhondi Tukaram Kanade and accordingly name of Mr.Dhondi Tukaram Kanade was entered on the 7/12 extract of the said land as owner thereof by deletion of the name of the said Mr.Sambha Maruti Aabnave therefrom.

From the perusal of Mutation Entry No.681, it appears that the said Mr.Dhondi Tukaram Kanade has sold, transferred, assured and conveyed the said land bearing S.No.86 Hissa No.1 vide Sale Deed dated 11/11/1946 unto and in favour of Mr.Mahadu Ganpati Mohite and accordingly name of the said purchaser was entered on the 7/12 extract of the said land as owner thereof by deletion of the name of the said Mr.Dhondi Tukaram Kanade therefrom.

From the perusal of Mutation Entry No.854, it appears that the name of Mr.Dagdu Bhiva Chambhar was entered in the other rights column of the said land bearing Survey No.86 Hissa No.1, Undri as protected tenant as per the provisions of Bombay Tenancy and Agricultural Lands Act, 1948.

From the perusal of Mutation Entry No.1156, it appears that Mr.Dagdu Bhiva Chambhar was not cultivating the said land bearing S.No.86, Hissa No.1 Undri for continuous period of 2 years and as such his name entered as "Protected Tenant" in the other rights column of the 7/12 extract of the said land bearing S.No.86 Hissa No.1, Undri was deleted therefrom.

From the perusal of Mutation Entry No.1284, it appears in pursuance of the Order dated 08/06/1960 passed by Mamlatdar, Haveli, the possessors of the said land were changed and as per the Sale Deed dated 31/07/1958 the said Mr.Mahadu Ganapati Mohite has sold, transferred, assured and conveyed the said land bearing S.No.86 Hissa No.1 vide Sale Deed dated 31/07/1958 unto and in favour of Mr. Kisan Chokhu Kadam and accordingly name of the said purchaser was entered on the 7/12 extract of the said land as owner thereof by deletion of the name of the said Mr.Mahadu Ganapati Mohite.

From the perusal of Mutation Entry No.1558, it appears that Maharashtra State Weights Act 1958 and Indian Coinage Act 1955 was made applicable to the said land and accordingly the area of the said land bearing Survey No.86 Hissa No.1, Undri was converted from 02 Acres 07 Gunthas to Hectares 00 = 88 Ares.

From the perusal of Mutation Entry No.1586, it appears that the said Mr.Kisan Chokhu Kadam has sold, transferred, assured and conveyed the said land bearing S.No.86 Hissa No.1 vide Sale Deed



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dated 23/06/1969 unto and in favour of Mr.Krushna Laxman Madhave and accordingly name of the said purchaser was entered on the 7/12 extract of the said land as owner thereof by deletion of the name of the said Mr.Kisan Chokhu Kadam therefrom.

From the perusal of Mutation Entry No.1836, it appears that the said Mr.Krushna Laxman Madhave expired in 17/11/1974 leaving behind him (1) Mr.Ramling Krushna Madhave (son), (2) Mr.Jaywant Krushna Madhave (son), (3) Miss. Shakuntala Krushna Madhave (daughter) and (4) Smt.Indubai Krushna Madhave (widow) as his heirs and accordingly the names of the aforesaid sons of the deceased were recorded in the ownership column and the names of the aforesaid daughter and widow were recorded in the other rights column of the 7/12 extract of the said land bearing S.No.86 Hissa No.1, Undri.

From the perusal of Mutation Entry No.2000, it appears that the said (1) Mr.Ramling Krushna Madhave and (2) Mr.Jaywant Krushna Madhave have sold, transferred, assured and conveyed the said land bearing S.No.86 Hissa No.1 vide Sale Deed dated 17/01/1981 unto and in favour of Mr.Kaluram Laxman Ghule and accordingly name of the said purchaser was entered on the 7/12 extract of the said land as owner thereof by deletion of the names of the said (1) Mr.Ramling Krushna Madhave and (2) Mr.Jaywant Krushna Madhave therefrom.

From the perusal of Mutation Entry No.3304, it appears that as per the applications and say given by (1) Miss. Shakuntala Krushna Madhave and (2) Smt.Indubai Krushna Madhave, they have confirmed the ownership of the Mr.Kaluram Laxman Ghule to the said land further stating that they have no right of any nature whatsoever to the said land and accordingly their names were deleted from the other rights column of the 7/12 extract of the said land bearing S.No.86 Hissa No.1.

The said Smt.Indubai Krushna Madhave and Mrs.Shakuntala Chandrakant Dhadme (name before marriage :- Miss.Shakuntala Krushna Madhave) vide Release Deed dated 12/05/2017 duly registered at the Office of Sub-Registrar Haveli No.7 at Serial No.4293/2017, have formally confirmed release and relinquishment of their rights in the said land unto and in favour of (1) Mr.Ramling Krushna Madhave and (2) Mr.Jaywant Krushna Madhave and have also confirmed therein the Sale Deed dated 17/01/1981 executed by the said (1) Mr.Ramling Krushna Madhave and (2) Mr.Jaywant Krushna Madhave unto and in favour of Mr.Kaluram Laxman Ghule.

Thereafter, due to the emergence of new Village - Wadachi Wadi which came into existence by fragmentation from Undri Village by notification number SR 23 dated 06/09/1977, the Survey numbers changed and accordingly Survey No.86 of Village Undri was changed to Survey No.53 the effect of which has been given to revenue records vide Mutation Entry No.3792.

From the perusal of Mutation Entry No.8581, it appears that the said (1) Mr.Kaluram Laxman Ghule (2) Mrs.Anjanabai Kaluram Ghule, (3) Mr.Gulab Kalutam Ghule, (4) Mrs.Meena Gulab Ghule, (5) Master Shreyas GulabGhule, (6) Miss. Deepashree Gulab Ghule, (7) Mr.Dattatraya Kaluram Ghule, (8) Mrs.Anita Dattatraya Ghule, (9) Master Kunal Dattatraya Ghule, (10) Master Vivek Dattatraya Ghule, (11) Mrs.Vandana Baburao Kamthe, (12) Mr.Uttam Laxman Ghule (13) Mrs.Kasubai Uttam Ghule, (14) Mr.Dadasaheb Uttam Ghule, (15) Mr. Ganesh Uttam Ghule, (16) Mrs.Savita Sunil Hande, (17) Mrs.Suvarna Sunil Dagade and (18) Mrs.Dwarkabai Kaluram Tupe partitioned the properties



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owned by them amongst themselves vide Deed of Partition dated 15/04/2008, which is duly registered at the Office of Sub-Registrar Haveli No.3 at Serial No.2953/2008 and accordingly the said Survey No.53 Hissa No.1 totally admeasuring Hectares 00 = 88 Ares came to the respective ownership as under :-

Sr.No	Area Hec -Ares	Name of the Owners
1	00 = 11	Mr.Gulab Kaluram Ghule
2	00 = 11	Mrs.Meena Gulab Ghule
3	00 = 11	Mr.Dattatraya Kaluram Ghule
4	00 = 11	Mrs.Anita Dattatraya Ghule
5	00 = 11	Mr.Uttam Laxman Ghule
6	00 = 11	Mrs.Kasubai Uttam Ghule
7	00 = 11	Mr.Dadasaheb Uttam Ghule
8	00 = 11	Mr.Ganesh Uttam Ghule
	00 = 88	Total

Vide Development Agreement dated 14/06/2017, duly registered at the Office of Sub-Registrar Haveli No.17 at Serial No.4625/2017, the said (1) Mr.Uttam Laxman Ghule, (2) Mrs.Kasubai Uttam Ghule, (3) Mr.Dadasaheb Uttam Ghule, (4) Mrs.Sheetal Dadasaheb Ghule, (5) Mr.Ganesh Uttam Ghule and (6) Mrs.Urmila Ganesh Ghule have granted the rights of development in respect of the portion of land admeasuring Hectares 00 = 44 Ares owned by them out of the said land unto and in favour of DYNAMIC REALTY ENTERPRISES, a partnership firm registered and incorporated under the Indian partnership Act, 1932, for the consideration and upon the terms and conditions recorded therein.

Subsequently with the said Development Agreement dated 14/06/2017, the said (1) Mr.Uttam Laxman Ghule, (2) Mrs.Kasubai Uttam Ghule, (3) Mr.Dadasaheb Uttam Ghule, (4) Mrs.Sheetal Dadasaheb Ghule, (5) Mr.Ganesh Uttam Ghule and (6) Mrs.Urmila Ganesh Ghule, have executed an Irrevocable Power of Attorney dated 14/06/2017 for doing various acts deeds, matters and things pertaining to the development of the said portion admeasuring Hectares 00 = 44 Ares out of the land bearing Survey No.53 Hissa No.1, Undri, which is duly registered at the Office of Sub-Registrar Haveli No.17 at Serial No.4626/2017.

Vide Development Agreement dated 15/06/2017, duly registered at the Office of Sub-Registrar Haveli No.17 at Serial No.4637/2017, the said (1) Mr.Gulab Kaluram Ghule, (2) Mrs.Meena Gulab Ghule, (3) Mr.Dattatraya Kaluram Ghule and (6) Mrs.Anita Dattatraya Ghule have granted the rights of development in respect of the portion of land admeasuring Hectares 00 = 44 Ares owned by them out of the said land unto and in favour of DYNAMIC REALTY ENTERPRISES, a partnership firm



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registered and incorporated under the Indian partnership Act, 1932, for the consideration and upon the terms and conditions recorded therein.

Subsequently with the said Development Agreement dated 15/06/2017, the said (1) Mr.Gulab Kaluram Ghule, (2) Mrs.Meena Gulab Ghule, (3) Mr.Dattatraya Kaluram Ghule and (6) Mrs.Anita Dattatraya Ghule, have executed an Irrevocable Power of Attorney dated 15/06/2017 for doing various acts deeds, matters and things pertaining to the development of the said portion admeasuring Hectares 00 = 44 Ares out of the land bearing Survey No.53 Hissa No.1, Undri, which is duly registered at the Office of Sub-Registrar Haveli No.17 at Serial No.4638/2017.

(4) SURVEY NO.53 HISSA NO.2 AND SURVEY NO.53 HISSA NO.3, UNDRI:-

From the perusal of Mutation Entry No.445 it appears that the land bearing Survey No.86 Hissa No.2 totally admeasuring 02 Acres – 07 Gunthas was initially owned by Mr.Rama Nama Kanade.

From the perusal of Mutation Entry No.509 it appears that the said Mr.Rama Nama Kanade expired somewhere in 1931 and the names of his heirs viz. Mr.Mahadu Nama Kanade and Mr.Antu Sahadu Kanade were recorded on the 7/12 extract of the said land bearing Survey No.86 Hissa No.2, Undri.

From the perusal of Mutation Entry No.615 it appears that the said Mr.Mahadu Nama Kanade expired on 16/03/1944 leaving no heirs behind except his cousin Mr.Antu Sahadu Kanade and accordingly the name of deceased was deleted and the said Mr.Antu Sahadu Kanade was confirmed as the sole and exclusive owner of the said land bearing Survey No.86 Hissa No.2, Undri.

From the perusal of Mutation Entry No.752 the name of Mr.Dhondi Tukaram Kanade was entered in the other rights column of the said land bearing Survey No.86 Hissa No.2, Undri as protected tenant as per the provisions of Bombay Tenancy and Agricultural Lands Act, 1948.

From the perusal of Mutation Entry No.874 it appears that Mr.Firangu Maruti Jadhav purchased the said land bearing Survey No.86 Hissa No.2, Undri from Mr.Antu Sahadu Kanade vide Sale Deed dated 08/02/1949 which is duly registered at the Office of Sub-Registrar Haveli No.2 at Serial No.198/1949. However, since the Purchaser was not protected tenant his name was recorded in the other rights column of the 7/12 extract of the said land bearing Survey No.86 Hissa No.2, Undri.

From the perusal of Mutation Entry No.907 it appears that the said Mr.Firangu Maruti Jadhav re-purchased the said land bearing Survey No.86 Hissa No.2, Undri from Mr.Antu Sahadu Kanade vide Sale Deed dated 09/12/1950 which is duly registered at the Office of Sub-Registrar Haveli No.2 at Serial No.1235/1950.

From the perusal of Mutation Entry No.1299 it appears that as per the Order passed by Mamlatdar, Taluka Haveli on 08/06/1960, considering the factual possession status of the said land bearing Survey No.86 Hissa No.2, Undri and the purchase of the same by Mr.Firangu Maruti Jadhav from Mr.Antu Sahadu Kanade vide Sale Deed dated 09/12/1950, the name of the said Mr.Firangu Maruti Jadhav was entered in the ownership column of the 7/12 extract of the said land as owner thereof.



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From the perusal of Mutation Entry No.1558 it appears that Maharashtra State Weights Act 1958 and Indian Coinage Act 1955 was made applicable to the said land and accordingly the area of the said land bearing Survey No.86 Hissa No.2, Undri was converted from 02 Acres 07 Gunthas to Hectares 00 = 88 Ares.

From the perusal of Mutation Entry No.1663 it appears that the necessary enquiry under Section 32 (g) of the Bombay Tenancy and Agricultural Lands Act, 1948 was made in respect of the said land bearing Survey No.86 Hissa No.2, Undri. The said Mr.Dhondi Tukaram Kanade recorded as the protected tenant of the said land bearing Survey No.86 Hissa No.2, Undri was absent during the enquiry proceedings and the possession of the said land bearing Survey No.86 Hissa No.2, Undri with the owner was confirmed by Tahsildar Havell vide his Order dated 18/05/1972 and accordingly the name of Mr.Dhondi Tukaram Kanade entered as protected tenant in the other rights column of the 7/12 extract of the said land bearing Survey No.86 Hissa No.2, Undri was deleted therefrom.

From the perusal of Mutation Entry No.445 it appears that the land bearing Survey No.86 Hissa No.3 totally admeasuring 02 Acres - 01 Gunthas was initially owned by Jaya Kom Ganpati Bhise (Kadam).

From the perusal of Mutation Entry No.900 it appears that Mr.Jayram Vithu Chavan purchased the said land bearing Survey No.86 Hissa No.3, Undri from the said Jaya Kom Ganpati Bhise (Kadam) and Shaba Ganu Kadam vide Sale Deed dated 22/03/1945 and accordingly the name of the said Mr.Jayram Vithu Chavan was recorded in the ownership column of the 7/12 extract of the said land bearing Survey No.86 Hissa No.3, Undri.

From the perusal of Mutation Entry No.902 it appears that Mr.Firangu Maruti Jadhav purchased the said land bearing Survey No.86 Hissa No.3, Undri from Mr.Jayram Vithu Chavan vide Sale Deed dated 03/05/1950 and accordingly the name of the said Mr.Firangu Maruti Jadhav was recorded in the ownership column of the 7/12 extract of the said land bearing Survey No.86 Hissa No.3, Undri.

From the perusal of Mutation Entry No.1558 it appears that Maharashtra State Weights Act 1958 and Indian Coinage Act 1955 was made applicable to the said land and accordingly the area of the said land bearing Survey No.86 Hissa No.3, Undri was converted from 02 Acres 01 Gunthas to Hectares 00 = 82 Ares.

From the perusal of Mutation Entry No.1871 it appears that the said Mr.Firangu Maruti Jadhav borrowed a sum of Rs.6,000/- (Rupees Six Thousand Only) from Undri Vividh Karyakari Society on 20/06/1976 by mortgaging the said lands bearing S.No.86 Hissa No.2 and S.No.86 Hissa No.3, Undri and accordingly charge of the said Society for the said loan amount was kept in the other rights column of the 7/12 extract of the said lands.

From the perusal of Mutation Entry No.1907 it appears that the said Mr.Firangu Maruti Jadhav had availed "Bunding Tagai Loan" of Rs.645.24 Ps. from Undri Vividh Karyakari Society by mortgaging the said lands bearing S.No.86 Hissa No.2 and S.No.86 Hissa No.3, Undri, and as per the Order



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bearing No.BUNDING NO./VASHI/50 /76 dated 13/05/1976 and accordingly the charge of the said Bunding Tagal Loan was kept in the other rights column of the 7/12 extract of the said lands.

From the perusal of Mutation Entry No.1966 it appears that the said Mr.Firangu Maruti Jadhav borrowed a sum of Rs.10,000/- (Rupees Ten Thousand Only) from Undri Vividh Karyakari Society on 20/08/1979 by mortgaging the said lands bearing S.No.86 Hissa No.2 and S.No.86 Hissa No.3, Undri, and accordingly charge of the said Society for the said loan amount was kept in the other rights column of the 7/12 extract of the said land.

From the perusal of Mutation Entry No.2041 it appears that the said Mr.Firangu Maruti Jadhav borrowed a sum of Rs.5,000/- (Rupees Five Thousand Only) from Undri Vividh Karyakari Society on 01/07/1982 by mortgaging the said lands bearing S.No.86 Hissa No.2 and S.No.86 Hissa No.3, Undri and accordingly charge of the said Society for the said loan amount was kept in the other rights column of the 7/12 extract of the said land.

From the perusal of Mutation Entry No.3024 it appears that the said Mr.Firangu Maruti Jadhav repaid the entire loan availed by him from Undri Vividh Karyakari Society and accordingly the charges of the said Society kept in the other rights column of the 7/12 extract of the said lands were deleted.

By and virtue of Sale Deed dated 16/09/1982 duly registered at the Office of Sub-Registrar Haveli No.2 at Serial No.5945/1982, the said Mr.Firangu Maruti Jadhav sold, transferred, assured and conveyed the said lands bearing S.No.86 Hissa No.2 totally admeasuring Hectares 00 = 88 Ares and S.No.86 Hissa No.3 totally admeasuring Hectares 00 = 82 Ares unto and in favour of Mrs.Ila Jayendra Parekh and accordingly her name was recorded on the 7/12 extract of the said land as owner vide Mutation Entry No.3228.

By and virtue of Sale Deed dated 02/05/1988 duly registered at the Office of Sub-Registrar Haveli No.2 at Serial No.6797/1988, the said Mrs.Ila Jayendra Parekh sold, transferred, assured and conveyed the said lands bearing S.No.86 Hissa No.3 totally admeasuring Hectares 00 = 82 Ares unto and in favour of (1) Mr.Purushottam Premji Patel, (2) Mr. Jivrajbhai Premji Patel and (3) Mr. Javherbhai Premji Patel and accordingly her name was recorded on the 7/12 extract of the said land bearing S.No.86 Hissa No.2, Undri as owner vide Mutation Entry No.3228.

By and virtue of Sale Deed dated 02/05/1988 duly registered at the Office of Sub-Registrar Haveli No.2 at Serial No.6798/1988, the said Mrs.Ila Jayendra Parekh sold, transferred, assured and conveyed the said lands bearing S.No.86 Hissa No.2 totally admeasuring Hectares 00 = 88 Ares unto and in favour of (1) Mr.Purushottam Premji Patel, (2) Mr.Pravin Jivrajbhai Patel and (3) Mrs.Leelaben Javherbhai Patel and accordingly her name was recorded on the 7/12 extract of the said land bearing S.No.86 Hissa No.2, Undri as owner vide Mutation Entry No.3229.

Thereafter, due to the emergence of new Village - Wadachi Wadi which came into existence by fragmentation from Undri Village by notification number SR 23 dated 06/09/1977, the Survey



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numbers changed and accordingly Survey No.86 of Village Undri was changed to Survey No.53 the effect of which has been given to revenue records vide Mutation Entry No.3792.

The said Mr.Jivrajbhai Premji Patel expired on 25/09/2009 leaving behind him (1) Mr.Pravin Jivrajbhai Patel and (2) Mr.Dinesh Jivrajbhai Patel as his only heirs and accordingly their names were entered on the 7/12 extract of the said land bearing S.No.53 Hissa No.3 (Old S.No.86 Hissa No.3), Undri, vide Mutation Entry No.10534.

Accordingly and in pursuance of the aforesaid foregoing and findings it appears that the ownership of the said lands bearing Survey No.53 Hissa No.2 (Old Survey No.86 Hissa No.2) and Survey No.53 Hissa No.3 (Old Survey No.86 Hissa No.3), Undri stands vested as under:-

Sr.No	Survey No/ Hissa No.	Area Hec -Ares	Name of the Owners
1	53/2	00 = 88	(1) Mr.Purushottam Premji Patel (2) Mr.Pravin Jivrajbhai Patel and (3) Mrs.Leelaben Javherbhai Patel
2	53/3	00 = 82	(1) Mr.Purushottam Premji Patel (2) (a) Mr. Pravin Jivrajbhai Patel (b) Mr. Dinesh Jivrajbhai Patel (3) Mr. Javherbhai Premji Patel

Vide Development Agreement dated 27/02/2017 duly registered at the Office of Sub-Registrar Haveli No.17 at Serial No.2813/2017, the aforesaid Owners viz. (1) Shri. Purushottam Premji Patel, (2) Shri.Pravin Jivrajbhai Patel, (3) Smt. Leelaben Javerbhai Patel, (4) Shri. Javerbhai Premji Patel, and (5) Shri. Dinesh Jivrajbhai Patel, have transferred the development rights in respect of the said lands bearing Survey No.53 Hissa No.2 and Survey No.53 Hissa No.3, Undri unto and in favour of M/s. Dynamic Realty Enterprises represented by it's Partner Mr.Rajeev Shivnath Sonkar by reserving for their own benefit F.A.R arising from the said portion sufficient to construct residential premises having carpet area of 84671.50 sq.fts upon the terms and conditions recorded therein.

Subsequently with the said Development Agreement Development dated 27/02/2017, the said (1) Shri. Purushottam Premji Patel, (2) Shri.Pravin Jivrajbhai Patel, (3) Smt. Leelaben Javerbhai Patel, (4) Shri. Javerbhai Premji Patel, and (5) Shri. Dinesh Jivrajbhai Patel, have executed an Irrevocable Power of Attorney for doing various acts deeds, matters and things pertaining to the development of the said bearing Survey No.53 Hissa No.2 and Survey No.53 Hissa No.3, Undri, which is duly registered at the Office of Sub-Registrar Haveli No.17 at Serial No.2814/2017.

AS TO THE OWNERSHIP OF THE CAPTIONED LAND AND RIGHTS OF DEVELOPMENT /BENEFICIAL TITLE IN RESPECT OF THE SAME :-



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In view of the foregoing and findings mentioned above, the ownership of the captioned land and its beneficial title stands vested as under :-

Sr.No.	Survey No./Hissa No.	Area Hec = Ares	Owners	Development Rights held by / Developed by
1	53/4/2	00 = 65	(a)Mr. Devanand Sopanrao Ghule (b)Mrs.Vandana Devanand Ghule (c) Mr.Rahul Devanand Ghule (d) Mr.Viraj Devanand Ghule	Dynamic Realty Ventures
2	54 (Part)	01 = 48	Dynamic Realty Enperprises	Dynamic Realty Enterprises
3	54 (Part)	00 = 12	(a)Mr.Chandrakant Ratanchand Mutha (b)Ms. Shradha Chandrakant Mutha	Dynamic Realty Enterprises
4	53/1 (Part)	00 = 44	(1)Mr. Uttam Laxman Ghule, (2) Mrs.Kasubai Uttam Ghule, (3) Mr.Dadasaheb Uttam Ghule, (4) Mrs.Sheetal Dadasaheb Ghule, (5) Mr.Ganesh Uttam Ghule, (6) Mrs. Urmila Ganesh Ghule.	Dynamic Realty Enterprises
5	53/1 (Part)	00 44	(1) Mr.Gulab Kaluram Ghule, (2) Mrs.Meena Gulab Ghule, (3) Mr.Dattatraya Kaluram Ghule and (6) Mrs.Anita Dattatraya Ghule	Dynamic Realty Enterprises



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6	53/2	00 = 88	(1) Mr. Purushottam Premji Patel (2) Mr. Pravin Jivrajbhai Patel and (3) Mrs. Leelaben Javherbhai Patel	Dynamic Realty Enterprises
7	53/3	00 = 82	(1) Mr. Purushottam Premji Patel (2) (a) Mr. Pravin Jivrajbhai Patel (b) Mr. Dinesh Jivrajbhai Patel (3) Mr. Javherbhai Premji Patel	Dynamic Realty Enterprises
	Total	04 = 83		

- 1) 7/ 12 extract of S. NO. 53 HISSA NO. 4/2 as on date of application for registration.
- 2) 7/ 12 extract of S. NO. 54 as on date of application for registration.
- 3) 7/ 12 extract of S. NO. 53 HISSA NO. 1 as on date of application for registration.
- 4) 7/ 12 extract of S. NO. 53 HISSA NO. 2 as on date of application for registration.
- 5) 7/ 12 extract of S. NO. 53 HISSA NO. 3 as on date of application for registration.
- 6) Copy of Mutation Entry bearing Nos. 3279, 3792, 1558, 2002, 3106, 3079, 3136, 3137, 3138, 3139, 3159, 3160, 4831, 4832, 4833, 4834, 4835, 4836, 4873, 4875, 5277, 6990, 5976, 8451, 8703, 9247, 9274, 9488, 9501, 9770, 10833, 445, 619, 680, 681, 854, 1156, 1284, 1558, 1586, 1836, 2000, 3304, 3792, 8581, 445, 509, 615, 752, 874, 907, 1299, 1558, 1663, 445, 900, 902, 1871, 1907, 1966, 2041, 3024, 3228, 3229, 3729, 10534.
- 7) Search report for 30 years from 1992 to 2022 Taken from Sub-Registrar office at Haveli No. x, Pune.
- 8) Any other relevant title –
 - a. The Collector of Pune (Revenue Department) has permitted non- agriculture use of the said land bearing S. no. 53, Hissa no. 4/2. Undri, admeasuring 0 H. 65 Ares vide it's Order dated 03.12.2014 bearing No. PMH/NA/SR/417/2014.



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- b. Commencement Certificate bearing No. DP/BHA/MAU.UNDRI/S.NO.53 & 54 PAI/PRA.KRA/1248/15-16 dated 20/09/2016;
- c. Copy of sanctioned (DP/BHA/MAU.UNDRI/S.NO.53 & 54 PAI/PRA.KRA/1248/15-16 dated 20/09/2016) Building Plan 1/21
- d. The Collector of Pune (Revenue Department) has permitted non-agricultural it's Order dated 04/11/2016 bearing No.PMH/PMRDA/NA/SR/219/2016.
- e. The Collector of Pune has permitted non agricultural use of the balance lands bearing S. no. 53/1, 53/2, 53/3, Undri vide It's Order dated 11/10/2017 bearing No. PMH/PMRDA/NA/SR/118/2017.
- f. Commencement Certificate bearing No DP/BHA/MAU.UNDRI/S.NO.53/4/2, 54 PAI, 53/1, 53/2, 53/3, /PRA.KRA/981/17-18 dated 01/02/2018.
- g. Copy of sanctioned (DP/BHA/MAU.UNDRI/S.NO.53/4/2, 54 PAI, 53/1, 53/2, 53/3, /PRA.KRA/981/17-18 dated 01/02/2018) Building Plan1/37.
- h. Commencement Certificate bearing No CC/410/2020 dated 24/08/2020.
- i. Copy of sanctioned (CC/410/2020 dated 24/08/2020) Building Plan 1/37.
- j. Commencement Certificate bearing No CC/0059/2022 dated 07/04/2022.
- k. Copy of sanctioned (CC/0059/2022 dated 07/04/2022) Building Plan 1/38.

9) Litigations if any – No Litigation.

Date: - **09/06/2022**

ADV. SHASHIRAJ NALAWADE
(ADVOCATE)