

# Namita Paliwal

Advocate

Legal Realty LLP, Plot No. 76, Sector No. 27A, Akurdi, Pradhikaran, Pune-411044, Email: legalrealtyllp@gmail.com, Tel.: 09371991992

FORMAT- A  
(Circular No.: 28 / 2021 dated 08.03.2021)

To,  
MahaRERA

## LEGAL TITLE REPORT

Subject: Title clearance certificate with respect of land admeasuring about 1650 sq. mtr. out of Gat No. 13 at Village Chikhali, Taluka Haveli, within the limits of Pimpri Chinchwad Municipal Corporation, Taluka Haveli, District Pune. (hereinafter referred as the said land)

I have investigated the title of the said land on the request of M/s. Shree Datta Developers and following documents:

### 1. DESCRIPTION OF THE PROPERTY:

All that piece and parcel of below mentioned land at Village Chikhali, Taluka Haveli, within the limits of Pimpri Chinchwad Municipal Corporation, Taluka Haveli, District Pune:

Gat No.	Area
13	300 sq. mtr.
	1350 sq. mtr.

Land admeasuring about 300 sq. mtr. is bounded as follows:

On or towards East : By Property of Mr. Choudhari in Gat No. 13  
On or towards South : By Dehu Alandi Road  
On or towards West : By Property of Mr. Gulab Rokade in Gat No. 13  
On or towards North : By Umbarbath

Land admeasuring about 1350 sq. mtr. is bounded as follows:

On or towards East : By Remaining property of Sahebrao Rokade & others in Gat No. 13  
On or towards South : By Dehu Alandi 100 ft. Road  
On or towards West : By Property of Mr. Prakash Rokade in Gat No. 13  
On or towards North : By Kondaji Buva Mandir

(Hereinafter called and referred to as the 'said land' for the sake of brevity and convenience)

### 2. DOCUMENTS OF ALLOTMENT OF SAID LAND:

- 2.1 Power of Attorney dated 11.06.2005, which is duly registered in the office of Sub Registrar Haveli No. 14, at Serial No. 4346/2005 by Smt. Indubai Ananada Rokade and others in favour of Mr. Lal Mahammad Dukhi Choudhari.
- 2.2 Power of Attorney dated 15.12.2006, which is duly registered in the office of Sub Registrar Haveli No. 14, at Serial No. 9827/2006 by Smt. Indubai Ananada Rokade and others in favour of Mr. Mohammad Shafat Somanshekh Rahimani.
- 2.3 Development Agreement dated 02.03.2021, which is duly registered in the office of Sub Registrar Haveli No. 18, at Serial No. 4181/2021 by Smt. Indubai Ananada Rokade and others in favour of M/s. Shree Datta Developers.
- 2.4 Power of Attorney dated 02.03.2021, which is duly registered in the office of Sub Registrar Haveli No. 18, at Serial No. 4182/2021 by Smt. Indubai Ananada Rokade and others in favour of M/s. Shree Datta Developers.

- 2.5 Development Agreement dated 03.01.2020, which is duly registered in the office of Sub Registrar Haveli No. 17, at Serial No. 144/2020 by Mr. Sahebrao Dattoba alias Dattu Rokade, in favour of M/s. Shree Datta Developers.
- 2.6 Power of Attorney dated 03.01.2020, which is duly registered in the office of Sub Registrar Haveli No. 17, at Serial No. 145/2020 by Mr. Sahebrao Dattoba alias Dattu Rokade, in favour of M/s. Shree Datta Developers.
- 2.7 Admission Deed of Partnership dated 05.02.2021 of M/s. Shree Datta Developers.
- 2.8 Retirement Cum Admission Cum Reconstitution Deed of Partnership dated 9.08.2024 of M/s. Shree Datta Developers.
- 2.9 N. A. Order dated 15.01.2025, in case no. JAMEEN/NA/SR/01/2025, issued by Additional Tahsildar Pimpri Chinchwad Pune.
- 2.10 Commencement Certificate dated 14.08.2024 Bearing No. B.P./Chikhali/119/2024 issued by Pimpri Chinchwad Municipal Corporation.
3. Search report for 30 years from 1995 till 2025.

On perusal of the above-mentioned documents and all other relevant documents relating to title of the said property I am of the opinion that:

Gat No.	Area	Owner	Developers
13	300 sq. mtr.	Smt. Indubai Ananada Rokade, Mrs. Prabhatai Pralhad Jadhav, Mrs. Sharda Gopal Dolas, Mrs. Sunita Chandrakant Bhosale and Mrs. Vandana Siddharth Mane through Power of Attorney holder Mr. Lal Mahammad Dukhi Choudhari through Power of Attorney holder Mr. Mohammad Shafat Somanshekh Rahimani	M/s. Shree Datta Developers
	1350 sq. mtr.	Mr. Sahebrao Dattoba alias Dattu Rokade, Mr. Kapil Sahebrao Rokade, Mr. Sunil Sahebrao Rokade, Mr. Swapnil Sahebrao Rokade, Mr. Gulab Dattu Rokade, Mr. Nikhil Gulab Rokade, Mr. Rohit Gulab Rokade, Miss. Sneha Gulab Rokade, Mr. Mohan Dattu Rokade for self and as a natural guardian of Master Harshad Mohan Rokade, Mr. Sushant Mohan Rokade	

i.e. said land and the title of said land is valid, clean, clear and marketable subject to whatever has been mentioned herein above.

#### 4. OWNER/PROMOTER OF THE LAND:

- 4.1 The land at Gat No. 13 admeasuring about 300 sq. mtr. belonged to Smt. Indubai Ananada Rokade, Mrs. Prabhatai Pralhad Jadhav, Mrs. Sharda Gopal Dolas, Mrs. Sunita Chandrakant Bhosale and Mrs. Vandana Siddharth Mane.
- 4.2 The land at Gat No. 13 admeasuring about 1350 sq. mtr. Mr. Sahebrao Dattoba alias Dattu Rokade, Mr. Kapil Sahebrao Rokade, Mr. Sunil Sahebrao Rokade, Mr. Swapnil Sahebrao Rokade, Mr. Gulab Dattu Rokade, Mr. Nikhil Gulab Rokade, Mr. Rohit Gulab Rokade, Miss. Sneha Gulab Rokade, Mr. Mohan Dattu Rokade for self and as a natural guardian of Master Harshad Mohan Rokade, Mr. Sushant Mohan Rokade

4.3 The report reflecting the flow of the title of M/s. Shree Datta Developers on the said land is enclosed herewith as annexure.

Date: 09.04.2025



  
NAMITA PALIWAL  
Advocate

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1. FLOW OF TITLE OF THE SAID LAND:

1.1 That the land at Gat No. 13 (old Survey No. 9) admeasuring about 03Acre 18 Guntha belonged to Mr. Malhari Jayram Rokade and Mr. Ananada Pandharinath Rokade (as tenant) prior to the year 1965. That, Mr. Malhari Jayram Rokade has transferred his share in the aforesaid land in favour of various parties.

1.2 That Mr. Malhari Jayram Rokade and Mr. Ananada Pandharinath Rokade were tenant cultivating the said land. That under the provisions of Section 32G of Bombay Tenancy and Agricultural Lands Act, 1948 inquiry was held and Mr. Malhari Jayram Rokade and Mr. Ananada Pandharinath Rokade were inter alia given an opportunity to purchase the said land. That the said Mr. Malhari Jayram Rokade and Mr. Ananada Pandharinath Rokade purchased the land at Survey No. 13 and accordingly Certificate under Section 32M of Bombay Tenancy and Agricultural Lands Act, 1948 was issued in favour of Mr. Malhari Jayram Rokade and Mr. Ananada Pandharinath Rokade. In furtherance of the same his name was recorded on the 7/12 extract vide Mutation Entry No. 32 with the restriction of section 43 of the Bombay Tenancy and Agricultural Lands Act, 1948 that the tenure of the land cannot be alienated without prior permission of the Collector.

1.3 That thereafter Weight and Measurement Act, 1958 & Indian Coinage Act, 1955 was implemented and thereby the area of the aforesaid land was converted from Acre & Guntha into Hectare & Are and thereby Gat No. 13 admeasuring about 03Acre 18 Guntha was converted to 01 Hectare 42R. That the aforesaid effect is made on the 7/12 extract.

1.4 That as per Order dated 08.12.015, bearing no. VIBHUSAA/VI.CHA-1/167/CHIKHALI/KJAPA/379, issued by Land Revenue Office and Order dated 11.02.2016, bearing no. JAMEEN/KAVI/92/2015, issued by Hon'ble Tahsildar the land admeasuring about 847 sq. mtr. reserved for Dehu Alandi Road and same effect was mutated on 7/12 extract vide **Mutation Entry No. 27605**. However, aforesaid Order is not provided for my verification.

**Share of Mr. Ananada Pandharinath Rokade**

1.5 That thereafter the said Mr. Ananada Pandharinath Rokade died on 29.07.1995, leaving behind Smt. Indubai Ananada Rokade (wife), Mrs. Prabhatai Pralhad Jadhav (daughter), Mrs. Sharda Gopal Dolas (daughter), Mrs. Sunita Chandrakant Bhosale (daughter), Mrs. Vandana Siddharth Mane (daughter), Mrs. Bharati Parmeshwar Waghmare (daughter), Mr. Dattu Pandharinath Rokade (brother) and Mr. Dnyaneshwar Pandharinath Rokade (brother) as his legal heirs. In furtherance of the same their names were mutated on the 7/12 extract vide **Mutation Entry No. 4088**. However, Mrs. Bharati Parmeshwar Waghmare was not made party to the further transaction and her name is still seen on the 7/12 extract.

1.6 That Partition took place between Smt. Indubai Ananada Rokade, Mr. Dattu Pandharinath Rokade and Mr. Dnyaneshwar Pandharinath Rokade vide Order dated 27.07.1998 bearing No. TAHANO/WATAP/SR/189, issued by Hon'ble Tahsildar in respect of Gat No. 13 alongwith other properties. In furtherance of the same below mentioned land came to the share of below mentioned owners: Accordingly, their names were mutated on the 7/12 extract vide **Mutation Entry No. 9410**. However, aforesaid Order is not provided for my verification.

Owner	Area
Smt. Indubai Ananada Rokade	00H 23.5R
Mr. Dattu Pandharinath Rokade	00H 23.5R
Mr. Dnyaneshwar Pandharinath Rokade	00H 24R

- 1.7 That the said Smt. Indubai Ananada Rokade, Mrs. Prabhatai Pralhad Jadhav, Mrs. Sharda Gopal Dolas, Mrs. Sunita Chandrakant Bhosale and Mrs. Vandana Siddharth Mane executed Power of Attorney dated 11.06.2005, which is duly registered in the office of Sub Registrar Haveli No. 14, at Serial No. 4346/2005 in favour of Mr. Lal Mahammad Dukhi Choudhari. However, in aforesaid Power of Attorney rights to assign development rights is not granted.
- 1.8 That the said Smt. Indubai Ananada Rokade, Mrs. Prabhatai Pralhad Jadhav, Mrs. Sharda Gopal Dolas, Mrs. Sunita Chandrakant Bhosale and Mrs. Vandana Siddharth Mane through Power of Attorney holder Mr. Lal Mahammad Dukhi Choudhari inter alia authorized Mr. Mohammad Shafat Somanshekh Rahimani to execute necessary documents in respect of land admeasuring about 20.5R out of Gat No. 13 vide Power of Attorney dated 15.12.2006, which is duly registered in the office of Sub Registrar Haveli No. 14, at Serial No. 9827/2006.
- 1.9 That thereafter the said Smt. Indubai Ananada Rokade, Mrs. Prabhatai Pralhad Jadhav, Mrs. Sharda Gopal Dolas, Mrs. Sunita Chandrakant Bhosale and Mrs. Vandana Siddharth Mane through Power of Attorney holder Mr. Lal Mahammad Dukhi Choudhari through Power of Attorney holder Mr. Mohammad Shafat Somanshekh Rahimani assigned development rights of the land admeasuring about 3000 sq. ft. i.e. 300 sq. mtr. out of Gat No. 13 in favour of M/s. Shree Datta Developers vide Development Agreement dated 02.03.2021, which is duly registered in the office of Sub Registrar Haveli No. 18, at Serial No. 4181/2021 and Power of Attorney dated 02.03.2021, which is duly registered in the office of Sub Registrar Haveli No. 18, at Serial No. 4182/2021.
- 1.10 That in the consideration of the aforesaid Development Agreement the said M/s. Shree Datta Developers agreed to allotted the 1100 sq. ft. saleable construction in favour of aforesaid land owners within period to 30 months from the date of obtained sanction building plan.
- 1.11 That thereafter the said Mr. Dattu Pandharinath Rokade died on 27.05.2018, leaving behind Late Smt. Savitribai Dattoba Rokade died on 18.12.1999 (wife), Mr. Sahebrao Dattu Rokade (son), Mr. Gulab Dattu Rokade (son) and Mr. Mohan Dattu Rokade (son) as his legal heirs. In furtherance of the same their names were mutated on the 7/12 extract vide **Mutation Entry No. 29419.**
- 1.12 That thereafter the said Mr. Sahebrao Dattoba alias Dattu Rokade, Mr. Kapil Sahebrao Rokade, Mr. Sunil Sahebrao Rokade, Mr. Swapnil Sahebrao Rokade, Mr. Gulab Dattu Rokade, Mr. Nikhil Gulab Rokade, Mr. Rohit Gulab Rokade, Miss. Sneha Gulab Rokade, Mr. Mohan Dattu Rokade for self and as a natural guardian of Master Harshad Mohan Rokade, Mr. Sushant Mohan Rokade assigned development rights of the land admeasuring about 13.50R out of land admeasuring about 23.50R out of Gat No. 13 in favour of M/s. Shree Datta Developers vide Joint Development Agreement dated 03.01.2020, which is duly registered in the office of Sub Registrar Haveli No. 17, at Serial No. 144/2020 and Power of Attorney dated 03.01.2020, which is duly registered in the office of Sub Registrar Haveli No. 17, at Serial No. 145/2020.
- 1.13 That in the consideration of the aforesaid Development Agreement the said M/s. Shree Datta Developers agreed to allotted the 7263 sq. ft. construction in favour of aforesaid land owners within period to 30 months from the date of obtained sanction building plan.
- 1.14 That the Partnership of M/s. Shree Datta Developers was re-constituted vide Admission Deed of Partnership dated 05.02.2021. Thereby Mr. Arun Moreshwar Sane and Mrs. Mangal Rahul Jadhav were introduced as new partners.

said firm and Mr. Mukesh Kumar Sah and Mr. Hiralal Hansaji Prajapati were introduced as new partners.

1.16 That as per Order dated 27.12.2024, bearing no. KUL/43/SR5/2024, issued by Hon'ble Tahsildar Pimpri Chinchwad, the remark of कुळ कायदा कलम ४३बंधनास पात्र नवीन शेरा (नियंत्रित सत्ता प्रकार) in respect of land admeasuring about 16.50R is deleted from the other right column of the 7/12 extract which is passed in favour of Mrs. Prabhatai Pralhad Jadhav, Mrs. Sharda Gopal Dolas, Mrs. Sunita Chandrakant Bhosale, Mrs. Vandana Siddharth Mane, Smt. Indubai Ananada Rokade, Mr. Sahebrao Dattoba alias Dattu Rokade, Mr. Gulab Dattu Rokade and Mr. Mohan Dattu Rokade.

subject to the following points:

- The Subject Order is applicable only for removal of the remark of provisions of Section 43 of the Bombay Tenancy & Agricultural Lands Act, चे बंधनास पात्र नवीन शर्त and other permission should be obtained as per Government rules is mandatory on applicant.
- That before the use of subject land for Non-Agricultural purposes, the Permission should be taken from Authority as per Section 44 of Maharashtra Land Revenue Act 1966.
- That for any selling transaction pertaining to the subject land by Applicant, the purchaser should be farmer.
- That the Purchaser should not hold excess land which is permissible under Agricultural Land Act 1961.
- That the provision of The Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 should not be breached.

By taking in to consideration the aforesaid Terms and Conditions, the remark of कुळ कायदा कलम ४३ बंधनास पात्र नवीन शर्त has been removed from the other right column for land admeasuring about 16.50R of Gat No. 13. In furtherance of the same aforesaid effect given vide **Mutation Entry No. 37157**. However, said remark is not yet deleted from the 7/12 extract

## 2. POSSESSION:

It appears from the documentary records that Smt. Indubai Ananada Rokade, Mrs. Prabhatai Pralhad Jadhav, Mrs. Sharda Gopal Dolas, Mrs. Sunita Chandrakant Bhosale and Mrs. Vandana Siddharth Mane, Mr. Sahebrao Dattoba alias Dattu Rokade, Mr. Kapil Sahebrao Rokade, Mr. Sunil Sahebrao Rokade, Mr. Swapnil Sahebrao Rokade, Mr. Gulab Dattu Rokade, Mr. Nikhil Gulab Rokade, Mr. Rohit Gulab Rokade, Miss. Sneha Gulab Rokade, Mr. Mohan Dattu Rokade for self and as a natural guardian of Master Harshad Mohan Rokade, Mr. Sushant Mohan Rokade having true and legal possession of the said property and Present Developer i.e. M/s. Shree Datta Developers having License possession for the purpose of Development of the said property.

## 3. SANCTION PLAN:

That the Pimpri Chinchwad Municipal Corporation sanctioned the building plan in respect of the building proposed to be constructed on the part of the said land vide commencement certificate dated 14.08.2024 Bearing No. B.P./Chikhali/119/2024 That physical property inspection and verification of Sanctioned Building Plan is not within our scope and ambit.

## 4. N. A. PERMISSION:

That the Additional Tahsildar Pimpri Chinchwad Pune granted permission for the Non Agricultural use of the part of the said land, vide its Order dated 15.01.2025, in case no. JAMEEN/NA/SR/01/2025.

## 5. ENCUMBRANCES:

Relying on and after the scrutiny of the aforesaid documents and presuming that the contents of the aforesaid documents to be true and correct, I am of the opinion that M/s. Shree Datta Developers has acquired development rights of the land admeasuring about 1650 sq. mtr. out of Gat No. 13 i.e. said land and the title of said land is valid, clean, clear and marketable subject to whatever has been mentioned herein above.

6. **Note** - This opinion is given upon and subject to the condition that any inaccuracy or omission from any deed or document relating to the said property or any certified or examined copy or abstract of any deed or documents. I have not carried out any personal inspection of said property and have no liability in respect of anything, which would have been ascertained by me only upon a personal inspection of the said property.

7. **Litigations if any: NIL**

Date: 09.04.2025



**NAMITA PALIWAL**  
Advocate

