

To,  
MahaRERA,  
Mumbai, Maharashtra.

**FORMAT-A**

(MahaRERA Circular No. 28/2021)

**LEGAL TITLE REPORT**

**Subject:** Title Clearance Certificate with respect to land bearing City Survey No. 749 and previously having Survey No. 137 Hissa No. 1, admeasuring approximately 14,467.00 Square Meters [14,246.25 Square Meters as per the Property Card Extract] [hereinafter, referred to as the "Entire Project Land"] along with the 12 Buildings [hereinafter, referred to as the "said Buildings"] standing thereon, situated at Village: Kothrud, Taluka: Haveli, District: Pune, [hereinafter, referred to as the "said Entire Property"] and situated within the jurisdiction of Joint Sub-Registrar, Haveli, Pune and within the local limits of the Pune Municipal Corporation.

1/- I have investigated the title of the said Entire Property on the request of the Developer, Vilas Javdekar Infinite Developers Private Limited, and have perused the following documents: -

- (1) Description of the said Entire Property (as detailed in Annexure 1 attached hereto)



- (2) The Documents relating to the Entire Project Land (as detailed in Annexure 2 attached hereto)
- (3) 7/12 Extracts and Property Register Card, along with relevant Mutation Entries (as detailed in Annexure 3 attached hereto)
- (4) Search Report for 30 years from 1995 to 2025 (as detailed in Annexure 4 attached hereto)

2/- On perusal of the abovementioned documents and all other relevant documents relating to the title of the said Entire Property, I am of the opinion that the title of the Owner Entities and the development rights of the Developer, details whereof are mentioned below, are clear, marketable, and without any encumbrances.

**Owners of the said Entire Property -**

- (1) Pratik Nagar Apartment Condominium [Owner Entity No. 1], Pratik Nagar Imarat Kramank 2 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 2], Pratik Nagar Building No. 3 Sahakari Gruharachana Sanstha Maryadit, [Owner Entity No. 3], Pratik Nagar Imarat Kramank 4 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 4], Pratik Nagar Imarat Kramank 5 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 5], Pratik Nagar Building No. 6 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 6], Pratik Nagar Imarat Kramank 7



Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 7], Pratik Nagar Imarat Kramank 8 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 8], Pratik Nagar Imarat Kramank 9 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 9], Pratik Nagar Building No. A1 and A2 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 10], Pratik Nagar Imarat Nihay Sahakari Gruharachana Sansthancha Sangh Maryadit, [Owner Entity No. 11], and Pratik Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 12] [hereinafter, collectively referred to and called as the "Owner Entities"].

- (2) Redevelopment Agreement has been executed by and between Owners - the Owner Entities named herein above and Vilas Javdekar Infinite Developers Private Limited viz., Redevelopment Agreement dated 25/07/2025 which is registered at the office of the Sub-Registrar of Assurances, Haveli No. 16, Pune, bearing Serial No. 18176/25 on 25/07/2025.

**Qualifying comments / remarks:** Subject to whatever stated above and subject to appropriate mutation of records on the Property Register Card of City Survey No. 749, Village: Kothrud, with respect to the 220.75 Square meters out of the Entire Project, in furtherance of the Deeds of Corrections described in Annexure 2 attached hereto, I am of the opinion that the Owner Entities named hereinabove hold a clear and marketable title to the said Entire



ANAND AKUT  
ADVOCATE

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Property and the same is free from any known encumbrance, and I am of the opinion that Vilas Javdekar Infinite Developers Private Limited has and holds development rights and ancillary rights to redevelop / develop the said Entire Property subject to terms and conditions of the Redevelopment Agreement dated 25/07/2025.

- 3/- The report reflecting the flow of the title of Owner Entities named hereinabove and development rights of the Developer with respect to the said Entire Property is enclosed herewith as Annexure 5.

Encl: Annexures 1 to 5.

Date: 14/11/2025



ANAND AKUT  
ADVOCATE

ANNEXURE 1

[Description of the said Entire Property]

I am requested to opine on the title of all that piece and parcel of land admeasuring **14,467.00 Square meters** forming part of the land bearing City Survey No. 749 (Old Survey No. 137/1), situated at Village: Kothrud, Taluka: Haveli, District: Pune, within the limits of Pune Municipal Corporation and under the jurisdiction of Sub-Registrar of Assurances, Haveli No. 1 to 28, Pune, [hereinafter, referred to as the "**Entire Project Land**"], bounded as follows: -

On or towards the East : Survey No. 137/2, Village: Kothrud  
On or towards the West : Nala  
On or towards the South : Nala  
On or towards the North : Pune Paud Road

The Entire Project Land along with total 12 (Twelve) constructed buildings [hereinafter, referred to as the "**said Buildings**"] standing on the said Entire Project Land, which are more particularly described herein below and all the incidental rights and appurtenances attached thereto shall hereinafter be collectively referred to and called as the "**said Entire Property**" which is the subject matter of present Legal Title Report.



ANNEXURE 2

[Documents submitted for my perusal]

i) **Deeds / Documents:**

- a) Photocopy of Sale Deed dated 29/04/1946 executed by Mr. Dwarakanath Bhagwant Karnik, Mr. Raghunath Bhagwant Karnik, and Mr. Vasant Bhagwant Karnik, along with Arvind Vasant Karnik, Ashok Vasant Karnik, and Vijay Raghunath Karnik in favour of Mr. Vishwanath Prabhakar Kelkar, Mr. Bhalchandra Prabhakar Kelkar and Mr. Ramchandra Dhondo Joglekar, registered before the Sub-Registrar of Assurances, Haveli No. 1, Pune, at Serial No. 1215/1946.
- b) Photocopy of Sale Deed dated 07/01/1960 executed by Mr. Vishwanath Prabhakar Kelkar, Mr. Bhalchandra Prabhakar Kelkar, and Mr. Ramchandra Dhondo Joglekar, unto and in favour of Mr. Shripad Vinayak Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, and Mrs. Sushilabai Shripad Divekar, registered before the Sub-Registrar of Assurances, Haveli No. 1, Pune, at Serial No. 39/1960.
- c) Photocopy of Agreement dated 29/11/1978 executed by Mr. Shripad Vinayak Divekar and 3 Others in favor of M/s. Girija Construction Company through its proprietor Mr. Sadashiv Vinayak Deshpande.
- d) Photocopy of Sale Deed dated 04/07/1984 executed by Mr. Shripad Vinayak Divekar, Mrs. Sushilabai Shripad Divekar, Mr. Vasant Shripad Divekar and Mr. Vishwas Shripad Divekar in favour of Mr. Balmohan Vishnu Limaye and Mrs. Nirmala Balmohan Limaye registered before the Sub-Registrar of



Assurances, Haveli No. 1, Pune, at Serial No. 5220/1984 dated 04/07/1984.

- e) Photocopy of Articles of Agreement dated 11/12/1984 executed by M/s. Girija Construction Company through its proprietor Mr. Sadashiv Vinayak Deshpande and M/s. A. V. Mulay through its Partner Mr. Anand Vitthalrao Mulay.
- f) Photocopy of Agreement dated 12/07/1988 executed by Smt. Sushilabai Shripad Divekar and 3 Others in favor of M/s. Rahul Construction Company through Partner Mr. Raichand Brijlal Kunkulol.
- g) Photocopy of Agreement dated 26/07/1988 executed by M/s. Girija Construction Company through its proprietor Mr. Sadashiv Vinayak Deshpande in favor of M/s. Rahul Construction Company through partner Mr. Raichand Brijlal Kunkulol.
- h) Photocopy of Articles of Agreement dated 11/08/1988 executed by M/s. A. V. Mulay through its partner Mr. Anand Vitthalrao Mulay in favor of M/s. Rahul Construction Company through partner Mr. Raichand Brijlal Kunkulol.
- i) Photocopy of Supplementary Agreement dated 21/04/1989 executed by Smt. Sushilabai Shripad Divekar and 5 Others in favor of M/s. Rahul Construction Company through partner Mr. Raichand Brijlal Kunkulol.
- j) Photocopy of irrevocable Power of Attorney dated 18/09/1989 executed by Smt. Sushilabai Shripad Divekar and 5 Others in



favor of M/s. Rahul Construction Company through partner Mr. Raichand Brijlal Kunkulol.

- k) Photocopy of Articles of Agreement dated 05/10/1989 executed by M/s. A. V. Mulay through its Partner Mr. Anand Vitthalrao Mulay in favor of M/s. Rahul Construction Company through Partner Mr. Raichand Brijlal Kunkulol.
- l) Photocopy of Agreement dated 15/10/1990 executed by Smt. Sushilabai Shripad Divekar and 5 Others in favor of M/s. Rahul Construction Company through partner Mr. Raichand Brijlal Kunkulol.
- m) Photocopy of Power of Attorney dated 20/02/1991 executed by Smt. Sushilabai Shripad Divekar and 5 Others in favor of M/s. Rahul Construction Company through partner Mr. Raichand Brijlal Kunkulol.
- n) Photocopy of the D.P.O. No. 282/3/231 dated 21/05/1990 issued by the City Engineer, Pune Municipal Corporation
- o) Photocopy of Order dated 20/12/1990 bearing No. PRH/NA/SR/298/89 issued by The Collectorate, Pune (Revenue Branch).
- p) Photocopy of Order dated 20/04/1992 bearing No. PMH/NA/SR/538/91 issued by the Collectorate, Pune (Revenue Branch).



- q) Photocopy of Order dated 09/12/1992 bearing No. PMH/NA/SR/656/92 issued by the Collectorate, Pune (Revenue Branch).
- r) Photocopy of Commencement Certificate dated 30/04/1990 bearing No. 326 issued by Pune Municipal Corporation along with Sanctioned Layout Plan/s.
- s) Photocopy of Revised Commencement Certificate dated 04/05/1991 bearing No. 2110 issued by Pune Municipal Corporation.
- t) Photocopy of Revised Commencement Certificate dated 20/06/1992 bearing No. 3663 issued by Pune Municipal Corporation.
- u) Photocopy of Revised Commencement Certificate dated 14/10/1994 bearing No. 628 issued by Pune Municipal Corporation.
- v) Photocopy of Revised Commencement Certificate dated 28/10/1995 bearing No. 6208 issued by Pune Municipal Corporation.
- w) Photocopy of Occupancy Certificate (Part 1) dated 17/02/1992 bearing No. 4221 issued by Pune Municipal Corporation.
- x) Photocopy of Occupancy Certificate (Part 2) dated 20/06/1992 bearing No. 4194 issued by Pune Municipal Corporation.



- y) Photocopy of Occupancy Certificate (Part 3) dated 06/09/1995 bearing No. 1399 issued by Pune Municipal Corporation.
- z) Photocopy of Occupancy Certificate dated 10/07/1998 bearing No. 1127 issued by Pune Municipal Corporation.
- aa) Photocopy of Commencement Certificate dated 06/09/1991 bearing No. 3911 issued by Pune Municipal Corporation.
- bb) Photocopy of Occupancy Certificate (Part 1) dated 24/02/1993 bearing No. 727 issued by Pune Municipal Corporation.
- cc) Photocopy of Occupancy Certificate (Part 2) dated 15/06/2003 bearing No. 1045 issued by Pune Municipal Corporation.
- dd) Photocopy of Commencement Certificate dated 19/01/1991 bearing No. 583 issued by Pune Municipal Corporation.
- ee) Photocopy of Commencement Certificate dated 19/10/1988 bearing No. 89 issued by Pune Municipal Corporation.
- ff) Photocopy of Revised Commencement Certificate Nos. 2302 dated 24/10/1992 issued by Pune Municipal Corporation.
- gg) Photocopy of Occupancy Certificate (Part 1) dated 10/01/1992 bearing No. 4202 issued by Pune Municipal Corporation.
- hh) Photocopy of Occupancy Certificate dated 20/06/1992 bearing No. 4195 issued by Pune Municipal Corporation.



- ii) Photocopy of Society Registration Certificate of Pratik Nagar Building No. 2 Co-operative Housing Society Limited bearing No. PNA/(PNA)/HSG(TC)/2664/92-93 dated 25/02/1993.
- jj) Photocopy of Society Registration Certificate of Pratik Nagar Building No. 3 Co-operative Housing Society Limited bearing No. PNA/(PNA-1)/HSG/(TC)/2836/93-94 dated 04/02/1994.
- kk) Photocopy of Society Registration Certificate of Pratik Nagar Building No. 4 Co-operative Housing Society Limited bearing No. PNA/(PNA)/HSG(TC)/2665/92-93 dated 25/02/1993.
- ll) Photocopy of Society Registration Certificate of Pratik Nagar Building No. 5 Co-operative Housing Society Limited bearing No. PNA/(PNA)/HSG(TC)/2666/92-93 dated 25/02/1993.
- mm) Photocopy of Society Registration Certificate of Pratik Nagar Building No. 6 Co-operative Housing Society Limited bearing No. PNA/(PNA)/HSG/(TC)/2667/92-93 dated 25/02/1993.
- nn) Photocopy of Society Registration Certificate of Pratik Nagar Building No. 7 Co-operative Housing Society Limited bearing No. PNA/(PNA)/HSG/(TC)/2668/92-93 dated 25/02/1993.
- oo) Photocopy of Society Registration Certificate of Pratik Nagar Building No. 8 Co-operative Housing Society Limited bearing No. PNA/(PNA)/HSG(TC)/2669/92-93 dated 25/02/1993.
- pp) Photocopy of Society Registration Certificate of Pratik Nagar Building No. 9 Co-operative Housing Society Limited bearing No. PNA/(PNA)/HSG(TC)/2670/92-93 dated 25/02/1993.



- qq) Photocopy of Society Registration Certificate of Pratik Nagar Building No. A-1 & A-2 Co-operative Housing Society Limited bearing No. PNA/PNA-1/HSG/(TC)/3071/94-95 dated 04/08/1994.
- rr) Photocopy of Declaration dated 22/12/1995 executed by Smt. Shushilabai Shripad Divekar & 5 Others and M/s. Rahul Construction Company through its Proprietor Mr. Raichand Brijlal Kunkulol, in respect of Pratiknagar Apartment Condominium registered in the Office of Sub-Registrar, Haveli No. 4, Pune at Serial No. 10753/1995 registered on 12/03/2007.
- ss) Photocopy of Registration Certificate of Pratik Nagar Imarat Nihay Sahakari Gruharachana Sansthancha Sangh Maryadit bearing Registration No. PNA/PNA(1)/HSG(OH)/755/2006-2007, dated 13/02/2007.
- tt) Photocopy of Society Registration Certificate of Pratik Co-operative Housing Society Limited bearing No. PNA/PNA-1/HSG(TC)/2674/92-93 dated 11/03/1993.
- uu) Photocopy of Deed of Sale dated 30/06/1995 executed by Smt. Sushilabai Shripad Divekar & 5 Others, through Power of Attorney holder, Mr. Raichand Brijlal Kunkulol and M/s. Rahul Construction Company through its Proprietor Mr. Raichand Brijlal Kunkulol in favor of Pratik Nagar Building No. 2 Co-operative Housing Society Limited through then Chairman and Secretary, registered in the Office of Sub-Registrar, Haveli No. 4, Pune at Serial No. 5943/1995 registered on 12/03/2007.



- vv) Photocopy of Deed of Sale dated 28/12/1995 executed by Smt. Sushilabai Shripad Divekar & 5 Others, and M/s. Rahul Construction Company through its Proprietor Mr. Raichand Brijlal Kunkulol in favor of Pratik Nagar Building No. 3 Co-operative Housing Society Limited through then Chairman and Secretary, registered in the Office of Sub-Registrar, Haveli No. 4, Pune at Serial No. 10751/1995 registered on 12/03/2007.
- ww) Photocopy of Deed of Sale dated 28/12/1995 executed by Smt. Sushilabai Shripad Divekar & 5 Others, and M/s. Rahul Construction Company through its Proprietor Mr. Raichand Brijlal Kunkulol in favor of Pratik Nagar Building No. 4 Co-Operative Housing Society Limited through then Chairman and Secretary, registered in the Office of Sub-Registrar, Haveli No. 4, Pune at Serial No. 10752/1995 registered on 12/03/2007.
- xx) Photocopy of Deed of Sale dated 30/06/1995 executed by Smt. Sushilabai Shripad Divekar & 5 Others through Power of Attorney holder, Mr. Raichand Brijlal Kunkulol and M/s. Rahul Construction Company through its Proprietor Mr. Raichand Brijlal Kunkulol in favor of Pratik Nagar Building No. 5 Co-operative Housing Society Limited through then Chairman and Secretary, registered in the Office of Sub-Registrar, Haveli No. 4, Pune at Serial No. 5945/1995 registered on 12/03/2007.
- yy) Photocopy of Deed of Sale dated 30/06/1995 executed by Smt. Sushilabai Shripad Divekar & 5 Others through Power of Attorney holder, Mr. Raichand Brijlal Kunkulol and M/s. Rahul Construction Company through its Proprietor Mr. Raichand Brijlal Kunkulol in favor of Pratik Nagar Building No. 6 Co-operative Housing Society Limited through then Chairman and



Secretary, registered in the Office of Sub-Registrar, Haveli No. 4, Pune at Serial No. 5944/1995 registered on 12/03/2007.

- zz) Photocopy of Deed of Sale dated 30/06/1995 executed by Smt. Sushilabai Shripad Divekar & 5 Others, through Power of Attorney holder, Mr. Raichand Brijlal Kunkulol and M/s. Rahul Construction Company through its Proprietor Mr. Raichand Brijlal Kunkulol in favor of Pratik Nagar Building No. 7 Co-operative Housing Society Limited through then Chairman and Secretary, registered in the Office of Sub-Registrar, Haveli No. 4, Pune at Serial No. 5941/1995 registered on 12/03/2007.
- aaa) Photocopy of Deed of Sale dated 30/06/1995 executed by Smt. Sushilabai Shripad Divekar & 5 Others, through Power of Attorney holder, Mr. Raichand Brijlal Kunkulol and M/s. Rahul Construction Company through its Proprietor Mr. Raichand Brijlal Kunkulol in favor of Pratik Nagar Building No. 8 Co-operative Housing Society Limited through then Chairman and Secretary, registered in the Office of Sub-Registrar, Haveli No. 4, Pune at Serial No. 5942/1995 registered on 12/03/2007.
- bbb) Photocopy of Deed of Sale dated 28/12/1995 executed by Smt. Sushilabai Shripad Divekar & 5 Others, and M/s. Rahul Construction Company through its Proprietor Mr. Raichand Brijlal Kunkulol in favor of Pratik Nagar Building No. 9 Co-operative Housing Society Limited through then Chairman and Secretary, registered in the Office of Sub-Registrar, Haveli No. 4, Pune at Serial No. 10750/1995 registered on 12/03/2007.
- ccc) Photocopy of Deed of Sale dated 30/06/1995 executed by Smt. Sushilabai Shripad Divekar & 5 Others through Power of



Attorney holder, Mr. Raichand Brijlal Kunkulol and M/s. Rahul Construction Company through its Proprietor Mr. Raichand Brijlal Kunkulol in favor of Pratik Nagar Building No. A-1 & A-2 Co-operative Housing Society Limited through then Chairman and Secretary, registered in the Office of Sub-Registrar, Haveli No. 4, Pune at serial No. 5946/1995 registered on 12/03/2007.

- ddd) Photocopy of Deed of Conveyance dated 11/08/2017 executed by Mr. Balmohan Vishnu Limaye and Mrs. Nirmala Balmohan Limaye and M/s A.V Muley and Company in favour of Pratik Co-operative Housing Society Ltd registered at Haveli No. 2 at Sr. No. 6162/2017 at Pune.
- eee) Photocopy of Deemed Conveyance (for Common area 2,551.25 square meters) dated 04/06/2019 executed by Mr. Milind Vasant Divekar and M/s. Rahul Construction Company in favor of Pratik Nagar Society through President - Mr. Mahesh V. Jadhav and others registered at Haveli No. 21 at Serial No. 8864/2019 on dated 04/06/2019.
- fff) Photocopy of the Redevelopment Agreement dated 25/07/2025 executed with respect to the said Entire Property executed by the Owner Entities viz., Pratik Nagar Apartment Condominium [Owner Entity No. 1], Pratik Nagar Imarat Kramank 2 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 2], Pratik Nagar Building No. 3 Sahakari Gruharachana Sanstha Maryadit, [Owner Entity No. 3], Pratik Nagar Imarat Kramank 4 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 4], Pratik Nagar Imarat Kramank 5 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 5], Pratik Nagar Building No. 6 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 6],



Pratik Nagar Imarat Kramank 7 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 7], Pratik Nagar Imarat Kramank 8 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 8], Pratik Nagar Imarat Kramank 9 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 9], Pratik Nagar Building No. A1 and A2 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 10], Pratik Nagar Imarat Nihay Sahakari Gruharachana Sansthancha Sangh Maryadit, [Owner Entity No. 11], and Pratik Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 12] in favour of Vilas Javdekar Infinitree Developers Private Limited, registered in the Office of Sub-Registrar of Assurances, Haveli No. 16, Pune, at Serial No. 18176/2025 on 25/07/2025

ggg) Photocopy of the Power of Attorney dated 25/07/2025 executed with respect to the said Entire Property executed by the Owner Entities viz., Pratik Nagar Apartment Condominium [Owner Entity No. 1], Pratik Nagar Imarat Kramank 2 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 2], Pratik Nagar Building No. 3 Sahakari Gruharachana Sanstha Maryadit, [Owner Entity No. 3], Pratik Nagar Imarat Kramank 4 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 4], Pratik Nagar Imarat Kramank 5 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 5], Pratik Nagar Building No. 6 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 6], Pratik Nagar Imarat Kramank 7 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 7], Pratik Nagar Imarat Kramank 8 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 8], Pratik Nagar Imarat Kramank 9 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 9], Pratik Nagar Building No. A1 and A2 Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 10], Pratik Nagar Imarat Nihay Sahakari Gruharachana



Sansthancha Sangh Maryadit, [Owner Entity No. 11], and Pratik Sahakari Gruharachana Sanstha Maryadit [Owner Entity No. 12] in favour of Vilas Javdekar Infinitree Developers Private Limited, registered in the Office of Sub-Registrar of Assurances, Haveli No. 16, Pune, at Serial No. 18177/2025 on 25/07/2025

- hhh) Photocopy of Deed of Correction dated 21/08/2025 executed with respect to the property of the Apartment Owners of the Pratiknagar Apartment Condominium (Building No. 1), which is registered in the Office of Sub-Registrar, Haveli No. 14, Pune at Serial No. 21415/2025.
- iii) Photocopy of Deed of Correction dated 21/08/2025 executed with respect to the property of the Pratik Nagar Building No. 2 Co-operative Housing Society Limited, which is registered in the Office of Sub-Registrar, Haveli No. 14, Pune at Serial No. 21406/2025.
- jjj) Photocopy of Deed of Correction dated 21/08/2025 executed with respect to the property of the Pratik Nagar Building No. 3 Co-operative Housing Society Limited, which is registered in the Office of Sub-Registrar, Haveli No. 14, Pune at Serial No. 21407/2025.
- kkk) Photocopy of Deed of Correction dated 21/08/2025 executed with respect to the property of the Pratik Nagar Building No. 4 Co-operative Housing Society Limited, which is registered in the Office of Sub-Registrar, Haveli No. 14, Pune at Serial No. 21408/2025.



- III) Photocopy of Deed of Correction dated 21/08/2025 executed with respect to the property of the Pratik Nagar Building No. 5 Co-operative Housing Society Limited, which is registered in the Office of Sub-Registrar, Haveli No. 14, Pune at Serial No. 21410/2025.
- mmm) Photocopy of Deed of Correction dated 21/08/2025 executed with respect to the property of the Pratik Nagar Building No. 6 Co-operative Housing Society Limited, which is registered in the Office of Sub-Registrar, Haveli No. 14, Pune at Serial No. 21411/2025.
- nnn) Photocopy of Deed of Correction dated 21/08/2025 executed with respect to the property of the Pratik Nagar Building No. 7 Co-operative Housing Society Limited, which is registered in the Office of Sub-Registrar, Haveli No. 14, Pune at Serial No. 21412/2025.
- ooo) Photocopy of Deed of Correction dated 21/08/2025 executed with respect to the property of the Pratik Nagar Building No. 8 Co-operative Housing Society Limited, which is registered in the Office of Sub-Registrar, Haveli No. 14, Pune at Serial No. 21413/2025.
- ppp) Photocopy of Deed of Correction dated 21/08/2025 executed with respect to the property of the Pratik Nagar Building No. 9 Co-operative Housing Society Limited, which is registered in the Office of Sub-Registrar, Haveli No. 14, Pune at Serial No. 21414/2025.



- qqq) Photocopy of the No-Objection Certificate (NOC) dated 11/07/2025 from the Command Air Traffic Control Officer (CATCO) Office, Gandhinagar
- rrr) Photocopy of the Environmental Clearance bearing EC Identification No. EC25C3801MH585744N (File No. SIA/MH/INFRA2/537463/2025) dated 25/10/2025
- ii) **ULC Orders and other documents:**
- a) Statement under Section 6(1) of Urban Land (Ceiling and Regulation) Act, 1976 filed by Mr. Vasant Shripad Divekar in Case No. 638-DI-9161, along with Order dated 13/09/1977 passed under Section 8(4) and Notification dated 31/05/1979 under Section 10(3) of ULC Act, 1976 in Case No. 638-DI-9161.
- b) Statement under Section 6(1) of Urban Land (Ceiling and Regulation) Act, 1976 filed by Mr. Shripad Vinayak Divekar in Case No. 639-DI-9159, along with Order dated 13/09/1977 passed under Section 8(4) and Notification dated 31/05/1979 under Section 10(3) of ULC Act, 1976 in Case No. 639-DI-9159.
- c) Statement under Section 6(1) of Urban Land (Ceiling and Regulation) Act, 1976 filed by Mr. Vishwas Shripad Divekar in Case No. 640-DI-9160, along with Order dated 13/09/1977 passed under Section 8(4) and Notification dated 31/05/1979. under Section 10(3) of ULC Act, 1976 in Case No. 640-DI-9160
- d) Declaration under Section 21(1) of the ULC Act, 1976, bearing Case No. ULC.SR-60/638, 639, 640 - DI dated 24/05/1979 passed by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune.



- e) Order dated 25/03/1980 passed under Section 33 of the ULC Act, 1976, in the Appeal No. ULC/U/s.21(1)-PNA-1,2&3/79 by the Additional Commissioner, Pune Division, Pune
- f) Order dated 05/05/1980 and Order dated 21/07/1980 passed by the Hon'ble Bombay High Court in in Writ Petition Nos. 1560 of 1980, 1561 of 1980, and 1562 of 1980, regarding Order dated 24/05/1979 in Case No. ULC.SR-60/638,639,640 - DI
- g) Order dated 26/08/1988 passed by the Hon'ble Bombay High Court in in Writ Petition Nos. 1560 of 1980, 1561 of 1980, and 1562 of 1980, regarding Order dated 24/05/1979 in Case No. ULC.SR-60/638,639,640 - DI
- h) Order dated 16/12/1988 passed by the Secretary, Housing and Special Assistance Department, State Government of Maharashtra in the Revision No. REV-1088/(759)/Desk-XIV, filed under Section 34 of the ULC Act, 1976.
- i) Order under section 8(4) of Urban Land (Ceiling & Regulation) Act, 1976 bearing case No. 638-DI-9161, 639-DI-9159, and 640-DI-9160 dated 15/01/1989 issued by Deputy Collector and Competent Authority - II, Urban Land (Ceiling and Regulation) Pune.
- j) Order bearing No. ULC/WSHS-20/A/B/385+387+389/D-III/89 dated 25/01/1989 issued by Dy. Collector and Competent Authority - II, Urban Land (Ceiling and Regulation) Pune and Ex-Officio under Secretary to Government in Housing and Special Assistance Department of Govt. of Maharashtra.



- k) Deemed Conveyance Order dated 30/09/2014 issued by Dy. District Registrar, Sahakari Sanstha, Pune City, Pune
- l) Corrigendum of Deemed Conveyance Order dated 14/02/2017 issued by Dy. District Registrar, Sahakari Sanstha, Pune City, Pune
- m) Order dated 09/05/2025 bearing Reference No. ULC/KA-3/K-20/SR/04/2025 issued by Collector and Competent Authority, Pune Urban Agglomeration, Pune.
- n) Order dated 05/08/2025 passed in Deemed Conveyance Application No. 1001401/2025 (Corrigendum / Correction) bearing No. जा. क्र. जिउनिशहर / गृह / मानीवहस्तांतरण / दुरुस्ती / २५



**ANNEXURE 3**

**7/12 Extracts and Property Register Card**

1. Photocopy of 7/12 Extract bearing Survey No. 137 Hissa No. 1 from the year 1930 to 1940, 1953 to 1989, 2010 to 2020, along with Mutation Entry Nos. 505, 607, 762, 969, 2148, 2375, 3180, 3322, 8916, 10310, 11340, 17165, 17166, 17167, 17168, 17169, 17170, 17171, 17172, 17173, 19025, 20429, 20431, 20847
2. Photocopy of Property Register Card Extract bearing City Survey No. 749 of Village: Kothrud, digitally signed on 06/10/2025, which is downloaded from <https://digitalsatbara.mahabhumi.gov.in/dslr> on 14/11/2025.



**ANNEXURE 4**

**[Search Report for Last 30 Years]**

- i) On specific request and instructions from Vilas Javdekar Infinitree Developers Private Limited, I have conducted Free E-Search in respect of said Entire Property from the official website of Inspector General of Registration and Stamps, Maharashtra, "<https://esearchigr.maharashtra.gov.in>" for last 40 Years i.e., from 1985 to 2025 (both inclusive) and after paying requisite fees under GRN No. MH010799424202526U dated 29/10/2025 and GRN No. MH011659634202526U dated 14/11/2025, I have conducted Paid E-Search from the abovementioned website for last 23 Years i.e., from 2002 to 2025 (both inclusive). Due to paucity of time and due to availability of online records, I have not conducted the physical search of documents with respect to the said Entire Property, with prior intimation and consent of Vilas Javdekar Infinitree Developers Private Limited.
- ii) During the course of E-Search, no entry evidencing any encumbrance upon the Entire Project Land was found except the documents referred hereinabove.
- iii) I have issued and published Public Notice on 13/05/2025 published in Marathi newspaper "Maharashtra Times" (Pune Edition) and English newspaper "Economic Times" (Pune Edition), inter alia



inviting objections, if any, in relation to the right, title, and interest of the Owner Entities in respect of said Entire Property. I state that, I received 1 (one) objection to said Public Notice, being Letter of Objection dated 23/05/2025 issued by the Recovery Officer, State of Maharashtra Pune, for Shivajirao Bhosale Co-operative Bank Limited, Pune (in Liquidation) claiming its right / interest with respect to Flat No. 30 belonging to Mr. Sachin Raosaheb Nikam, situated in Building No. 3 of the Owner Entity No. 3 named hereinabove. I state that Vilas Javdekar Infinitree Developers Private Limited and Pratik Nagar Building No. 3 Co-operative Housing Society Limited have informed my office that they have issued independent letters dated 04/06/2025 to the Recovery Officer, State of Maharashtra Pune, for Shivajirao Bhosale Co-operative Bank Limited, Pune, seeking No-Objection Certificate of the Recovery Officer / Bank for the redevelopment of the said Entire Property including Flat No. 30, Building No. 3. It appears from available records that Vilas Javdekar Infinitree Developers Private Limited received a Letter dated 23/06/2025 whereby the Recovery Officer, State of Maharashtra Pune, for Shivajirao Bhosale Co-operative Bank Limited, Pune, directed Vilas Javdekar Infinitree Developers Private Limited to furnish an undertaking with respect to Flat No. 30, Building No. 3. In response to the said Letter dated 23/06/2025, Vilas Javdekar Infinitree Developers Private Limited has furnished a Letter of Undertaking dated 25/06/2025 to the Recovery Officer,



State of Maharashtra Pune, for Shivajirao Bhosale Co-operative Bank Limited, Pune, and in furtherance of the said Letter of Undertaking, the Recovery Officer, State of Maharashtra Pune, for Shivajirao Bhosale Co-operative Bank Limited, Pune, has issued a Letter of No-Objection dated 18/07/2025 for redevelopment of the said Entire Property. I have not received any other objection with respect to the said Public Notices during the period prescribed therein.



**ANNEXURE 5**

**FORMAT- A**

(MahaRERA Circular No. 28/2021)

**FLOW OF THE TITLE OF THE SAID ENTIRE PROPERTY**

**1. Property Extract as on date of Application for Registration:**

On perusal of Property Card Extract bearing City Survey No. 749, Village: Kothrud, Taluka: Haveli, District: Pune, the name of the Owner Entities appear to be mutated on Property Card Extract as owners of their respective portions, cumulatively admeasuring 14,246.25 Square meters, out of the Entire Project Land totally admeasuring 14,467.00 Square meters.

**2. Search Report:**

- a. On specific request and instructions from Vilas Javdekar Infinitree Developers Private Limited, I have conducted Free E-Search in respect of said Property from the official website of Inspector General of Registration and Stamps, Maharashtra, "<https://esearchigr.maharashtra.gov.in>" for last 40 Years i.e., from 1985 to 2025 (both inclusive) and after paying requisite fees under GRN No. MH010799424202526U dated 29/10/2025 and GRN No. MH011659634202526U dated 14/11/2025, I have conducted Paid E-Search from the abovementioned website



for last 23 Years i.e., from 2002 to 2025 (both inclusive). Due to paucity of time and due to availability of online records, I have not conducted the physical search of documents with respect to the said Property, with prior intimation and consent of Vilas Javdekar Infinite Developers Private Limited.

- b. During the course of E-Search, no entry evidencing any encumbrance upon the Entire Project Land was found except the documents referred hereinabove.
- c. I have issued and published Public Notice on 13/05/2025 published in Marathi newspaper "Maharashtra Times" (Pune Edition) and English newspaper "Economic Times" (Pune Edition), inter alia inviting objections, if any, in relation to the right, title, and interest of the Owner Entities in respect of said Entire Property. I state that, I received 1 (one) objection to said Public Notice, being Letter of Objection dated 23/05/2025 issued by the Recovery Officer, State of Maharashtra Pune, for Shivajirao Bhosale Co-operative Bank Limited, Pune (in Liquidation) claiming its right / interest with respect to Flat No. 30 belonging to Mr. Sachin Raosaheb Nikam, situated in Building No. 3 of the Owner Entity No. 3 named hereinabove. I state that Vilas Javdekar Infinite Developers Private Limited and Pratik Nagar Building No. 3 Co-operative Housing Society



ANAND AKUT  
ADVOCATE

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Limited have informed my office that they issued independent letters dated 04/06/2025 to the Recovery Officer, State of Maharashtra Pune, for Shivajirao Bhosale Co-operative Bank Limited, Pune, seeking No-Objection Certificate of the Recovery Officer / Bank for the redevelopment of the said Entire Property including Flat No. 30, Building No. 3. It appears from available records that Vilas Javdekar Infinitree Developers Private Limited received a Letter dated 23/06/2025 whereby the Recovery Officer, State of Maharashtra Pune, for Shivajirao Bhosale Co-operative Bank Limited, Pune, directed Vilas Javdekar Infinitree Developers Private Limited to furnish an undertaking with respect to Flat No. 30, Building No. 3. In response to the said Letter dated 23/06/2025, Vilas Javdekar Infinitree Developers Private Limited has furnished a Letter of Undertaking dated 25/06/2025 to the Recovery Officer, State of Maharashtra Pune, for Shivajirao Bhosale Co-operative Bank Limited, Pune, and in furtherance of the said Letter of Undertaking, the Recovery Officer, State of Maharashtra Pune, for Shivajirao Bhosale Co-operative Bank Limited, Pune, has issued a Letter of No-Objection dated 18/07/2025 for redevelopment of the said Entire Property. I have not received any other objection with respect to the said Public Notices during the period prescribed therein.



3. Any other Relevant title: -

3.1 For the purposes of this Title Flow, devolution of title with respect to the said Entire Property has been recorded in the 3 (three) parts, viz., Property No. 1, Property No. 2, and Property No. 3, as follows: -

A. Property No. 1 of Owner Entities Nos. 1 to 9 and Owner Entity No. 11, consisting of -

All that piece and parcel of land totally admeasuring 11,467.00 Square meters forming part of the Entire Project Land, [hereinafter, referred to as the said "Plot No. 3" as per the Layout approved and sanctioned by Pune Municipal Corporation under D.P.O. No. 282/3/231 dated 21/05/1990], being within the limits of Pune Municipal Corporation and under the jurisdiction of Sub-Registrar of Assurances, Haveli No. 1 to 28, Pune, and bounded as follows: -

On or towards the East : Plot No. 1 and 2 out of S.  
No. 137/1 and Survey No.  
137/2, Village: Kothrud

On or towards the West : Nala



On or towards the South : Nala  
On or towards the North : Plot No. 1 and 2 out of S.  
No. 137/1 and Pune  
Paud Road

Out of the said Plot No. 3, certain ascertained portions / areas have been identified and 3 referred to as "Plot No. 3(A)", "Plot No. 3(B)" ....., "Plot No. 3(I)" respectively along with total 9 (Nine) constructed existing buildings standing thereon at present [hereinafter, referred to as "Building No. 1", "Building No. 2" ....., "Building No. 9" respectively] which are owned and held under possession of Owner Entities Nos. 1 to 9 respectively, and "Plot No. 3(J)" is owned and held under possession of Owner Entity No. 11. The Ownership and possession of the aforesaid plots and buildings are established by virtue of the respective Deeds of Conveyance / Deed of Declaration more particularly described in the **Table - A** written below: -



Table - A

Owner Entity and Plot No.	Building No.	Details of Registered Deed of Conveyance / Correction Deed	Area of land (Square meters)	Details of Building constructed upon the Land	Property Boundaries
Owner Entity No. 1  Plot No. 3(A)	1	Deed of Declaration dated 29/12/1995 [HVL/4/10753/1995]  Deed of Correction dated 21/08/2025 [HVL/14/21415/2025]	232.82	Building No. 1 / Apartment Condominium having Basement floor + Ground floor + One Storied Building and consisting of Ten Units i.e. One Basement Unit on Basement Floor, Seven Pro-Office Units on Ground floor and Two Residential Flats on First Floor, having total F.S.I. / Built-up of 232.73 Square Meters and land appurtenant thereto.	On East: Layout Common Road  On West: Nala  On South: Open Space and Area of Owner Entity No. 2  On North: Open Space and then Pune Paud Road
Owner Entity No. 2  Plot No. 3(B)	2	Deed of Sale dated 30/06/1995 [HVL/4/5943/2007]  Deed of Correction dated 21/08/2025 [HVL/14/21406/2025]	1,318.50	Building No. 02 having Ground floor + Three Upper Floors and consisting of Thirty Six Units i.e. 28 Nos. of Residential Flats and 08 Nos. of Shops and having total F.S.I. / Built-up of 1,318.01 Square Meters and land appurtenant thereto.	On East: Colony Road  On West: Nala  On South: Area of Owner Entity No. 3  On North: Area of Owner Entity No. 1
Owner Entity No. 3  Plot No. 3(C)	3	Deed of Sale dated 28/12/1995 [HVL/4/10751/1995]  Deed of Correction dated 21/08/2025 [HVL/14/21407/2025]	1,318.50	Building No. 03 having Ground floor + Three Upper Floors and consisting of Thirty-Two Residential Flats and having total F.S.I. / Built-up of 1,318.01 Square Meters and land appurtenant thereto.	On East: Colony Road  On West: Nala  On South: Area of Owner Entity No. 4  On North: Area of Owner Entity No. 2 and Colony Road



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Owner Entity No. 4	4	Deed of Sale dated 28/12/1995 [HVL/4/10752/1995]  Deed of Correction dated 21/08/2025 [HVL/14/21408/2025]	1,020.37	Building No. 04 having Ground floor + Three Upper Floors and consisting of Twenty-Four Residential Flats and having total F.S.I. / Built-up of 1,020 Square Meters and land appurtenant thereto.	On East: Colony Road On West: Nala On South: Nala and area of Owner Entity No. 5 On North: Colony Road and Owner Entity No. 3
Owner Entity No. 5	5	Deed of Sale dated 30/06/1995 [HVL/4/5945/2007]  Deed of Correction dated 21/08/2025 [HVL/14/21410/2025]	643.45	Building No. 05 having Ground floor + Three Upper Floors and consisting of Sixteen Residential Flats and having total F.S.I. / Built-up of 643.22 Square Meters and land appurtenant thereto.	On East: Area of Building No. 6 On West: Nala & area of Building No. 4, On South: Nala On North: Colony Road and Open Space
Owner Entity No. 6	6	Deed of Sale dated 30/06/1995 [HVL/4/5944/1995]  Deed of Correction dated 21/08/2025 [HVL/14/21411/2025]	1,020.37	Building No. 06 having Ground floor + Three Upper Floors and consisting of Twenty-Four Residential Flats and having total F.S.I. / Built-up of 1,020 Square Meters and land appurtenant thereto.	On East: Survey No. 137/2 On West: Area of Building No. 5 On South: Nala On North: Area of Building No. 7
Owner Entity No. 7	7	Deed of Sale dated 30/06/1995 [HVL/4/5941/2007]  Deed of Correction dated 21/08/2025 [HVL/14/21412/2025]	1,020.37	Building No. 07 having Ground floor + Three Upper Floors and consisting of Twenty-Four Residential Flats and having total F.S.I. / Built-up of 1,020 Square Meters and land appurtenant thereto.	On East: Survey No. 137/2 On West: Colony Road and Open Space On South: Area of Owner Entity No. 6 On North: Area of Owner Entity No. 8



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Owner Entity No. 8 Plot No. 3(H)	8	Deed of Sale dated 30/06/1995 [HVL/4/5942/2007]  Deed of Correction dated 21/08/2025 [HVL/14/21413/2025]	1,020.37	Building No. 08 having Ground floor + 3 Upper Floors and consisting of 24 Residential Flats and having total F.S.I. / Built-up of 1,020 Square Meters and land appurtenant thereto.	On East: Survey No. 137/2 On West: Open Space and Colony Road On South: Area of Owner Entity No. 7 On North: Colony Road and Plot No. 1 (Building No. A2 of Owner Entity No. 10)
Owner Entity No. 9 Plot No. 3(I)	9	Deed of Sale dated 28/12/1995 [HVL/4/10750/1995]  Deed of Correction dated 21/08/2025 [HVL/14/21414/2025]	1,321.01	Building No. 09 having Ground floor + Three Upper Floors and consisting of Twenty Seven Residential Flats and 08 Shops and having total F.S.I. / Built-up of 1,320.53 Square Meters and land appurtenant thereto.	On East: Plot No. 1 (Building No. A2) On West: Colony Road On South: Colony Road On North: Plot No. 2 (Building of Owner Entity No. 12)
Owner Entity No. 11 Plot No. 3(J)		Sale Deed 04/06/2019 [HVL/21/8864/2019]	2,551.25	All Common areas admeasuring 2551.25 Square Metersservices, arterial roads, open spaces, amenities and facilities	On East: Plot No. 1 and Survey No. 137/2 On West: Nala On South: Nala On North: Paud Road and Building of Pratik CHS

The said Plot No. 3 inclusive Plots 3(A) to 3(J) along with the 9 (Nine) Buildings (inclusive of Building Nos. 1 to 9) constructed thereon and all the Common areas, services, amenities and facilities, all the incidental rights and appurtenances attached



thereto shall hereinafter be collectively referred to as the  
"Property No. 1".

**B. Property No. 2 of Owner Entity No. 10, consisting of -**

All that piece and parcel of land admeasuring 2,070.63 Square meters (as per sanctioned Layout plan) and 2,071 square meters (as per Property Card) forming part of the land bearing City Survey No. 749 (Old Survey No. 137/1), situated at Village: Kothrud, Taluka: Haveli, District: Pune [hereinafter, referred to as the said "Plot No. 1" as per the Layout approved and sanctioned by Pune Municipal Corporation under D.P.O. No. 282/3/231 dated 21/05/1990], situated within the limits of Pune Municipal Corporation and under the jurisdiction of Sub-Registrar of Assurances, Haveli No. 1 to 28, Pune, and bounded as follows: -

**On East** : Survey No. 137/2  
**On West** : Area of Building of Owner Entity No. 9 bearing Plot No. 3 and area of Building of Owner Entity No. 12 bearing Plot No. 2  
**On South** : Colony Road and Owner Entity No. 8  
**On North** : Pune Paud Road



Along with 2 (Two) constructed buildings, viz., Building No. A1 having Stilt Ground Floor + 2 Upper Floors, consisting of 10 Residential Flats and 06 Pro-Offices and having total F.S.I. / Built-up of 1,029.45 Square meters and Building No. A2 having Stilt Ground Floor + 2 Upper Floors, consisting of 9 Residential Flats having total F.S.I. / Built-up of 733.47 Square meters standing thereon [hereinafter, referred to as the "Building No. A-1 and A-2"], owned and held under possession of Owner Entity No. 10 named above, by virtue of the Deed of Sale dated 30/06/1995 [HVL/4/5946/2007]. The said Plot No. 1 and Building No. A-1 and A-2, along with all the incidental rights and appurtenances attached thereto shall hereinafter be collectively referred to and called as the "Property No. 2".

**C. Property No. 3 of Owner Entity No. 12, consisting of -**

All that piece and parcel of land admeasuring 929.37 Square meters (as per sanctioned Layout plan and Property Card ) forming part of the land bearing City Survey No. 749 (erstwhile Plot No. 2 of Old Survey No. 137/1), situated at Village: Kothrud, Taluka: Haveli, District: Pune [hereinafter, referred to as the said "Plot No. 2" as designated in the Layout approved and sanctioned by Pune Municipal Corporation



under D.P.O. No. 282/3/231 dated 21/05/1990], within the limits of Pune Municipal Corporation and under the jurisdiction of Sub-Registrar of Assurances, Haveli No. 1 to 28, Pune, and is bounded as follows: -

**On East** : Plot No. 1 out of Survey No. 137/1 (Part)  
**On West** : Plot No. 3 out of Survey No. 137/1 (Part)  
**On South** : Plot No. 3 out of Survey No. 137/1 (Part)  
**On North** : Pune Paud Road

Along with 1 (One) constructed building having Ground floor + 3 Upper Floors, consisting of 15 Residential Flats, 08 Shops, and 01 Garage having total F.S.I. / Built-up of 928.74 Square Meters [hereinafter, referred to as "**Building No. 12**"], which are owned and held under possession of Owner Entity No. 12 named above, by virtue of the Deed of Conveyance dated 11/08/2017 [HVL/2/6162/2017]. The said Plot No. 2 and Building No. 12, along with all incidental rights and appurtenances attached thereto shall hereinafter be collectively referred to as the "**Property No. 3**".

3.2 The devolution of title written below in respect of said Entire Property is based upon the findings and inferences drawn



from the documents submitted for my perusal which is as follows: -

**TITLE HISTORY PERTAINING TO THE ENTIRE PROJECT LAND**

3.3 By virtue of the sub-division of Survey No. 137, Village: Kothrud, Taluka: Haveli, District: Pune, and due to the reason of subsisting right in portion thereon namely Hissa No. 1 the land admeasuring a total of 3 Acres 23 Gunthas, bearing Survey No. 137 Hissa No. 1, Village: Kothrud, Taluka: Haveli, District: Pune came to be held under the absolute ownership and legal possession of Mr. Bhagwant Vinayak Karnik. The effect of the said sub-division of Survey No. 137, and transfer / ownership of Survey No. 137, Hissa No. 1 unto and in favour of Mr. Bhagwant Vinayak Karnik was recorded in the Register of Mutation Entries of Village: Kothrud, Taluka: Haveli, District: Pune, vide Mutation Entry No. 505 dated 27/09/1933. I have not been provided any document by which Mr. Bhagwant Vinayak Karnik came to own and possess the Entire Project Land.

3.4 It appears from the perusal of Mutation Entry No. 607 dated 25/01/1937 recorded in the Register of Mutation Entries of



Village: Kothrud, Taluka: Haveli, District: Pune, that the area of the land holding owned and possessed by Mr. Bhagwant Vinayak Karnik was ascertained by completing process of demarcation of Survey No. 137/1 i.e. the Entire Project Land along with adjoining Survey Nos. 137/2, 137/3, and 137/4 situated at Village: Kothrud, and the fact of such demarcation and the area of Survey No. 137/1 being 03 Acres 23 Gunthas was recorded in the Register of Mutation Entries of Village: Kothrud, Taluka: Haveli, District: Pune.

3.5 On perusal of the Mutation Entry No. 762 dated 20/02/1942 recorded in the Register of Mutation Entries of Village: Kothrud, Taluka: Haveli, District: Pune, it appears that Mr. Bhagwant Vinayak Karnik expired intestate on 27/12/1940, and after his demise, the rights, title, and interests in the Entire Project Land devolved upon and were inherited by the legal heirs of (Late) Mr. Bhagwant Vinayak Karnik namely viz. (1) Mr. Dwarakanath Bhagwant Karnik, (2) Mr. Raghunath Bhagwant Karnik and (3) Mr. Vasant Bhagwant Karnik, .

3.6 Further, although the Mutation Entry No. 762 records the names of legal heirs Mr. Bhagwant Vinayak Karnik the name of Mr. Dwarkanath Bhagwant Karnik only was recorded on the 7/12 Extract of the Entire Project Land.



3.7 Thereafter, on perusal of Mutation Entry No. 969 dated 15/06/1946 recorded in the Register of Mutation Entries for Village: Kothrud, Taluka: Haveli, District: Pune, it appears that by virtue of a Sale Deed dated 29/04/1946, the rights, title, and interest in respect of the Entire Project Land were sold, transferred, and conveyed by Mr. Dwarakanath Bhagwant Karnik, Mr. Raghunath Bhagwant Karnik, and Mr. Vasant Bhagwant Karnik along with Arvind Vasant Karnik, Ashok Vasant Karnik and Vijay Raghunath Karnik in favour of Mr. Vishwanath Prabhakar Kelkar, Mr. Bhalchandra Prabhakar Kelkar and Mr. Ramchandra Dhondo Joglekar. The said transaction was entered vide Sale Deed dated 29/04/1946 registered before the Sub-Registrar of Assurances, Haveli No. 1, Pune, at Serial No. 1215/1946.

3.8 Upon perusal of Mutation Entry No. 2148 dated 06/04/1960 recorded in the Register of Mutation Entries for Village: Kothrud, Taluka: Haveli, District: Pune, it appears that by virtue of the Sale Deed dated 07/01/1960, the rights, title, and interest in respect of the Entire Project Land were sold, transferred, and conveyed by the then owners of the Entire Project Land, viz. Mr. Vishwanath Prabhakar Kelkar, Mr. Bhalchandra Prabhakar Kelkar, and Mr. Ramchandra Dhondo



Joglekar, unto and in favour of Mr. Shripad Vinayak Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, and Mrs. Sushilabai Shripad Divekar. It appears that the said Sale Deed dated 07/01/1960 was registered before the Sub-Registrar of Assurances, Haveli No. 1, Pune, at Serial No. 39/1960.

- 3.9 On perusal of the Mutation Entry No. 2375 dated 30/09/1963 recorded in the Register of Mutation Entries for Village: Kothrud, Taluka: Haveli, District: Pune, . it appears that in accordance with the provisions of the Maharashtra Revenue Patels (Abolition of Office) Act, 1962, which was brought in effect from 01/01/1963, and in accordance with the Order dated 31/07/1963 bearing Order No. W.T.N./W.S./655/63 and Order dated 13/12/1962 bearing Order No. W.T.N./W.S./2052/62 passed by the Learned Mamlatdar, Haveli (Pune), it was declared that the Patil (Patel) Watan with respect to the Entire Project Land was abolished, and the name of Government (State Government of Maharashtra) (सरकार) was recorded upon the 7/12 Extract of the Entire Project Land as the Occupier and the names of Mr. Shripad Vinayak Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, and Mrs. Sushilabai Shripad Divekar were recorded as authorized holders in the other right column of the 7/12 extract of the



Entire Project Land, with a condition that the Entire Project Land would be regranted to the authorized holders subject to payment of occupancy price equal to 12 (twelve) times the amount of the full assessment of the Entire Project Land within a period of 3 (three) years.

3.10 On perusal of Mutation Entry No. 3180 dated 17/03/1969 recorded in the Register of Mutation Entries for Village: Kothrud, Taluka: Haveli, District: Pune. it appears that in due course of time, the provisions of the Indian Coinage Act, 1955, and Maharashtra Weights and Measures (Enforcement) Act, 1958, were implemented and made applicable to Village: Kothrud, Taluka: Haveli, District: Pune, whereby the measurements of the area of the Entire Project Land were converted from Acres and Gunthas into Hectares and Ares. Accordingly, measurements of area of Survey No. 137 Hissa No. 1 were converted from 3 Acres 23 Gunthas into 01 Hectare 44.67 Ares, however, the area of the Entire Project Land was erroneously / incorrectly recorded as 01 Hectare 14 Ares in the revenue records.

3.11 On perusal of Mutation Entry bearing No. 3322 dated 25/08/1970 recorded in the Register of Mutation Entries for Village: Kothrud, Taluka: Haveli, District: Pune, it appears that



the then owners of the Entire Project Land viz., Mr. Shripad Vinayak Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar and Mrs. Sushilabai Shripad Divekar paid an amount of Rs. 333.11 in the State Bank. Furthermore, Order bearing No. Watan/SR/8369/ dated 06/07/1970 was passed by the Learned Tahsildar, Haveli, Pune, whereby the Entire Project Land was regranted to Old Tenure [Juni shart] and remark was recorded in other rights column of the 7/12 extract of the Entire Project Land to that effect. Further, a remark was recorded in other rights column of 7/12 extracts of Entire Project Land stating that 50% of price of the Entire Project Land would be payable as Nazarana if the land was put to use for any reasons except agricultural use. Further it appears that the entry of the name of Government (State Government of Maharashtra) (सरकार) which was recorded upon the 7/12 Extract of the Entire Project Land as the Occupier was deleted and the names of Mr. Shripad Vinayak Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, and Mrs. Sushilabai Shripad Divekar were recorded as Owners and Occupiers of the Entire Project Land in the main column of the 7/12 Extract of the Entire Project Land.

3.12 Thereafter, On perusal of Mutation Entry No. 8916 dated 25/08/1984 recorded in the Register of Mutation Entries for



Village: Kothrud, Taluka: Haveli, District: Pune, it appears that by virtue of a Sale Deed dated 04/07/1984, the rights, title, and interest in respect of land admeasuring 10,000 Square Feet i.e., 929.37 Square meters out of the Entire Project Land were sold, transferred, and conveyed by Mr. Shripad Vinayak Divekar, Mrs. Sushilabai Shripad Divekar, Mr. Vasant Shripad Divekar and Mr. Vishwas Shripad Divekar in favour of Mr. Balmohan Vishnu Limaye and Mrs. Nirmala Balmohan Limaye with the consent of Mr. Sadashiv Vinayak Deshpande - Proprietor of M/s Girija Construction Co. The said Sale Deed dated 04/07/1984 was duly registered before the Sub-Registrar of Assurances, Haveli No. 1, Pune, at Serial No. 5220/1984 dated 04/07/1984.

3.13 On perusal of the Mutation Entry No. 10310 dated 07/12/1988 recorded in the Register of Mutation Entries for Village: Kothrud, Taluka: Haveli, District: Pune, it appears that based upon the Order bearing No. Ta.Ho./Va.Shi./2914/88 dated 03/12/1988 passed on the application(s) filed by the Mr. Shripad Vinayak Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, and Mrs. Sushilabai Shripad Divekar, area of the Entire Project Land recorded in the Mutation Entry No. 3180 dated 17/03/1969 was corrected to 01



Hectare 44.67 Ares instead of the earlier erroneous measurement of 01 Hectare 14 Ares.

3.14 On perusal of the Mutation Entry No. 11340 dated 09/09/1992 recorded in the Register of Mutation Entries for Village: Kothrud, Taluka: Haveli, District: Pune, it appears that in due course of time, the remark in other rights column of the 7/12 extract of the Entire Project Land with respect to the 'pre-condition of payment of 50% Nazarana for usage of the Entire Project Land for any reason other than agricultural use' (as per Mutation Entry No. 3322) was deleted / removed by virtue of the Orders passed by Learned District Collector, Pune, Learned Sub-Divisional Officer, Haveli, Sub-division, Pune, and Learned Tehsildar, Haveli, Pune.

**PROCEEDINGS UNDER URBAN LAND (CEILING AND  
REGULATION) ACT, 1976 WITH RESPECT TO ENTIRE  
PROJECT LAND**

3.15 Upon examination of available records, it appears that the proceedings in relation to Urban Land (Ceiling and Regulation) Act, 1976 were initiated in respect of said Entire Project land and the members of Divekar family being owners



of the Entire Project Land submitted Statements under Section 6 of the Urban Land (Ceiling and Regulation) Act, 1976 ["ULC Act, 1976"], before the Competent Authority, Pune Urban Agglomeration, Pune, with respect to their land holdings, including the Entire Project Land, situated in Pune. The following Statements were submitted by the then owners of the Entire Project Land under Section 6(1) of the ULC Act, 1976: -

Sr. No.	Statement / Case No.	Subject matter	Name of Owner(s)
1.	638-DI-9161	3,615.00 Square meters out of the said Entire Land (along with other properties in District Pune)	Mr. Vasant Shripad Divekar
2.	639-DI-9159	7,231.00 Square meters out of the said Entire Land (along with other properties in Pune)	Mr. Shripad Vinayak Divekar
3.	640-DI-9160	3,615.00 Square meters out of the said Entire Land (along with other properties in Pune)	Mr. Vishwas Shripad Divekar

3.16 It appears that in furtherance of the Statements under Section 6(1) of the ULC Act, 1976, filed by the then owners of the Entire Project Land, the Additional Collector, Pune - Competent



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Authority, Pune Urban Agglomeration, was pleased to issue and Orders under Section 8(4) of the ULC Act, 1976, notices and notifications under Section 10(3) of the ULC Act, 1976 whereby certain portions of the said Entire Land were declared as Excess Vacant Land which were liable for deemed acquisition by the State Government of Maharashtra as per provisions of the ULC Act, 1976. Details of the same are as follows: -

Sr. No.	Case No. and Name of Applicant	Subject matter of Order	Date of Order / Notification under the ULC Act, 1976
1.	638-DI-9161 Mr. Vasant Shripad Divekar	1,957.17 Square meters out of the said Entire Land (along with other properties in Pune)	Order dated 13/09/1977 and Notification dated 31/05/1979
2.	639-DI-9159 Mr. Shripad Vinayak Divekar	4,914.35 Square meters out of the said Entire Land (along with other properties in Pune)	Order dated 13/09/1977 and Notification dated 31/05/1979
3.	640-DI-9160 Mr. Vishwas Shripad Divekar	1,957.17 Square meters out of the said Entire Land (along with other properties in Pune)	Order dated 13/09/1977 and Notification dated 31/05/1979

3.17 On perusal of the Order dated 24/05/1979 passed by the Additional Collector and Competent Authority, Pune Urban



Agglomeration, Pune, under Section 21(1) of the ULC Act, 1976, it appears that a part and portion of land admeasuring 8,828.69 Square meters forming part out of the Entire Project Land was declared as surplus land and was declared to be required for public purpose and the members of Divekar family being owners of the Entire Project Land were not permitted to retain the said part and portion of the Entire Project Land for purpose of construction of houses for weaker section of society.

3.18 On perusal of the Order dated 25/03/1980 passed in proceedings of Appeal bearing Appeal No. ULC/U/s/21(1)-PNA-1, 2, & 3/79 under Section 33 of the ULC Act, 1976, it appears that the said Appeal was filed by the said owners viz., Mr. Shripad Vinayak Divekar, Mr. Vasant Shripad Divekar, and Mr. Vishwas Shripad Divekar, before the Court of Additional Commissioner, Pune Division, Pune, for challenging the Order dated 24/05/1979 passed by the Additional Collector - Competent Authority, Pune Urban Agglomeration. The said Appeal was dismissed and disposed of by Additional Commissioner, Pune Division, Pune, *vide* the said Order dated 25/03/1980.



3.19 Subsequently, the said Owners filed Writ Petition/s bearing Civil Writ No. 1561/1980 filed by Mr. Shripad Vinayak Divekar, Civil Writ No. 1560/1980 filed by Mr. Vasant Shripad Divekar, and Civil Writ No. 1562/1980 filed by Mr. Vishwas Shripad Divekar, before the Hon'ble Bombay High Court challenging the Order dated 25/03/1980 passed by the Additional Commissioner, Pune Division, Pune, in the Appeal No. ULC/U/s/21(1)-PNA-1, 2, & 3/79. It appears from the perusal of the Orders dated 05/05/1980 and 21/07/1980 that the Hon'ble Bombay High Court granted an interim stay on the operation of the said Order dated 25/03/1980. It appears from the perusal of the Orders dated 26/08/1988 passed in the abovementioned Civil Writ Petitions that the said Order dated 25/03/1980 passed by the Additional Commissioner, Pune Division, Pune, in the Appeal No. ULC/U/s/21(1)-PNA-1, 2, & 3/79 was set aside by the Hon'ble Bombay High Court while disposing the Civil Writ Petitions, and the Hon'ble Bombay High Court was pleased to remand back the cases to the Competent Authority and to dispose of the Applications of the said Owners for exemption after providing the said Owners opportunity of being heard.

3.20 Further, it appears that simultaneously with the aforesaid Writ Petitions Mr. Shripad Vinayak Divekar, Mr. Vasant Shripad



Divekar and Mr. Vishwas Shripad Divekar filed Revision Application bearing Revision No. REV-1088/(759)/Desk-XIV, filed under Section 34 of the ULC Act, 1976, before the Secretary, Housing and Special Assistance Department, State Government of Maharashtra, and Order dated 16/12/1988 was passed by the Secretary, Housing and Special Assistance Department, State Government of Maharashtra. It appears that, by virtue of an Order dated 16/12/1988 passed by the Secretary, Housing and Special Assistance Department, State Government of Maharashtra, the said Revision Application was allowed, and the following directions were issued: -

- (i) The earlier Orders, notices, and notifications issued / passed by the Additional Collector - Competent Authority, Pune Urban Agglomeration, in Case Nos. 638-DI-9161, 639-DI-9159, and 640-DI-9160 were set aside.
- (ii) The Additional Collector - Competent Authority, Pune Urban Agglomeration was also directed to issue fresh orders under Section 8(4) of the ULC Act, 1976, after ascertaining the exact area held by the then Owners of the Entire Project Land.
- (iii) It was held that on the basis of the sale deeds and 7/12 extracts of the Entire Project Land, the total area of



Survey No. 137/1, Village: Kothrud, was 03 Acres 23 Gunthas, which is equivalent to 14,467.00 Square meters upon metric conversion.

- (iv) The members of Divekar family viz., Mr. Shripad Vinayak Divekar, Mr. Vasant Shripad Divekar, and Mr. Vishwas Shripad Divekar would be entitled to file application under Section 20 of ULC Act, 1976, for housing scheme in accordance with the guidelines dated 22/08/1986.
- (v) The Additional Collector - Competent Authority, Pune Urban Agglomeration was also directed to consider the scheme, if any already submitted by the members of Divekar family viz., Mr. Shripad Vinayak Divekar, Mr. Vasant Shripad Divekar and Mr. Vishwas Shripad Divekar, strictly on merits.

3.21 Thereafter, I have perused the records of the Order dated 15/01/1989 in Case Nos. 638 - DI, 639 - DI, and 640 - DI passed by the Competent Authority, Pune Urban Agglomeration, under Section 8(4) of the ULC Act, 1976, in pursuance of the Statement submitted under Section 6 of the ULC Act, 1976 submitted by Mr. Shripad Vinayak Divekar, Mr. Vasant Shripad Divekar, and Mr. Vishwas Shripad Divekar, as well as the Final Statement under Section 9 of the ULC Act, 1976, and



the Notification issued under Section 10(1) of the ULC Act, 1976, that based on the said Order dated 15/01/1989, which appears to have been obtained by the Owner Entities through applications made to appropriate authorities under the Right to Information Act, 2005. From perusal of the said Order, Statement, and Notification, it appears that it was held by the Competent Authority that an area admeasuring 3,000.00 Square Meters out of the Entire Project Land was the Ceiling Area which would be retainable by Mr. Shripad Vinayak Divekar, Mr. Vasant Shripad Divekar, and Mr. Vishwas Shripad Divekar [hereinafter, for brevity and convenience, referred to and called as "Retainable Project Land"], and it was declared that an area admeasuring 11,467.00 Square Meters out of the Entire Project Land was the excess vacant land [hereinafter, for brevity and convenience, referred to and called as "Surplus Project Land"], which would have to be surrendered by the owners to the Government of Maharashtra under the ULC Act, 1976.

3.22 It appears that, meanwhile, Mr. Shripad Vinayak Divekar, Mr. Vasant Shripad Divekar, and Mr. Vishwas Shripad Divekar had filed an Application dated 31/03/1987 under Section 20 of the ULC Act, 1976, before the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune,



seeking exemption pertaining to the Surplus Project Land admeasuring 11,467.00 Square meters for construction of tenements as per the guidelines issued by the Government of Maharashtra, vide Government Resolution, Housing and Special Assistance Department No. SSS-1086/2340/XIII dated 22/08/1986. Pursuant to the said Application, the Additional Collector, Pune Urban Agglomeration, Pune, passed an Order dated 25/01/1989 bearing Reference No. ULC/WSHS-20/385+387+389/B/D-III/89 under Section 20 of the ULC Act, 1976, whereby the Surplus Project Land admeasuring 11,467.00 Square meters was exempted from application of provisions of Chapter III of the ULC Act, 1976, subject to specific terms and conditions. Accordingly, the Surplus Project Land was permitted to be utilized for implementation of housing scheme comprising the construction of tenements, residential / dwelling units intended for beneficiaries belonging to the economically weaker sections of the society.

**DEVELOPMENT OF BUILDING NOS. 1 to 9, AND TITLE OF OWNER ENTITIES NOS. 1 TO 9 AND 11 WITH RESPECT TO PROPERTY NO. 1**

3.23 During the pendency of enquiry, proceedings, hearings, and revisions etc. under the ULC Act, 1976, with respect to the Entire Project Land, -



- a) Mr. Shripad Vinayak Divekar and other owners executed an Agreement dated 29/11/1978 in favour of M/s. Girija Construction Company, whereby it was agreed by the executants to sale the land admeasuring 01 Hectare 14 Ares (excluding 2,471.31 Square Meters) in favour of M/s. Girija Construction Company. The said Agreement dated 29/11/1978 also referred to a Scheme submitted by Mr. Shripad Vinayak Divekar and other owners before the Competent Authority, Pune Urban Agglomeration, Pune, seeking exemption of the portion of the Entire Project Land which may be declared as surplus vacant land out of the Entire Project Land for construction of houses for the economically weaker sections of the society under Section 20 read with Section 21 of the ULC Act, 1976, and also agreed to assign the rights to execute and complete such scheme unto and in favour of M/s. Girija Construction Company, subject to sanction of such scheme by the Competent Authority.
- b) Thereafter, M/s. Girija Construction Company executed Articles of Agreement dated 11/12/1984 in favour of M/s. A. V. Mulay Construction Company, whereby the rights and/or entitlements of M/s. Girija Construction Company under the said Agreement dated 29/11/1978



with respect to a portion admeasuring 8,800.00 Square Meters out of the Entire Project Land were assigned in favour of M/s. A. V. Mulay Construction Company, subject to the mutually agreed terms and conditions.

- c) Thereafter, Mr. Shripad Vinayak Divekar expired intestate on 18/10/1987, at Pune, and pursuant to his death, the rights, title, and interests in the Entire Project Land were devolved upon and were inherited by the legal heirs of Late Mr. Shripad Vinayak Divekar, namely Smt. Sushilabai Shripad Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, and Mr. Milind Vasant Divekar.
- d) Thereafter, by virtue of a subsequent Agreement dated 12/07/1988 executed by Smt. Sushilabai Shripad Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, and Mr. Milind Vasant Divekar, unto and in favour of M/s. Rahul Construction Company, the following representations were made, and the following terms were agreed by Smt. Sushilabai Shripad Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, and Mr. Milind Vasant Divekar, -



- (i) That the Agreement dated 29/11/1978 executed in favour of M/s. Girija Construction Company and/or the Articles of Agreement dated 11/12/1984 executed in favour of M/s. A. V. Mulay Construction Company with respect to the portion admeasuring 8,800.00 Square meters out of the Entire Project Land were breached / violated and as such the termination notices were issued.
- (ii) That the measurement of actual area of the Entire Project Land was / is recorded erroneously in the Revenue Records of Village: Kothrud, Taluka: Haveli, District: Pune.
- (iii) That M/s. Rahul Construction Company would be entitled to execute and complete the scheme of residential tenements on the part of the Entire Project Land as may be declared as surplus vacant land, under Section 20 of the ULC Act, 1976, more particularly with respect to a portion admeasuring 2,471.31 Square meters out of the Entire Project Land.
- (iv) That M/s. Rahul Construction Company would also be entitled to exercise such powers with respect to obtaining exemption and/or revision of scheme under Section 20 read with Section 21 of the



ULC Act, 1976, and for the purposes of execution and completion of construction of such scheme.

- e) Thereafter, by virtue of 2 (Two) independent Agreements dated 26/07/1988 and 11/08/1988 executed respectively by M/s. Girija Construction Company in favour of M/s. Rahul Construction Company, and M/s. A V. Mulay Construction Company in favour of M/s. Rahul Construction Company, based upon the Agreement dated 29/11/1978, the Articles of Agreement dated 11/12/1984 and the Agreement dated 12/07/1988, the rights and entitlements of M/s. Girija Construction Company and M/s. A V. Mulay Construction Company with respect to the portion admeasuring 8,800.00 Square Meters out of the Entire Project Land were transferred and assigned in favour of M/s. Rahul Construction Company, subject to the terms and conditions agreed under the respective Agreements dated 26/07/1988 and 11/08/1988.

3.24 By virtue of a Supplementary Agreement dated 21/04/1989 and a subsequent deed of Power of Attorney dated 18/09/1989 executed by the said erstwhile Owners in favour of M/s. Rahul Construction Company and in furtherance of the exemption



granted as per Section 20 of the ULC Act, 1976 vide Order dated 25/01/1989 bearing Reference No. ULC/WSHS-20/385+387+389/B/D-III/89 passed by the Additional Collector, Pune Urban Agglomeration, Pune and in furtherance of the aforementioned Agreement dated 12/07/1988, Smt. Sushilabai Shripad Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, Mrs. Vaijayanti Vasant Divekar, Mr. Milind Vasant Divekar, and Mrs. Vaishali Vishwas Divekar granted absolute rights to develop the scheme of residential tenements / dwelling units on the Surplus Project Land admeasuring 11,467.00 Square Meters in favor of M/s. Rahul Construction Company strictly in accordance with the said Order dated 25/01/1989, and all rights incidental and appurtenant to the same.

3.25 Thereafter, by virtue of an Agreement dated 05/10/1989 executed between M/s. A. V. Mulay Construction Company and M/s. Rahul Construction Company, the aforementioned Agreement dated 11/08/1988 was rescinded and it was mutually agreed that M/s. Rahul Construction Company was and would be exclusively entitled to develop the said scheme of residential tenements / dwelling units on the Surplus Project Land as per the Order dated 25/01/1989 [Reference No.



ULC/WSHS-20/385+387+389/B/D-III/89 under Section 20 of the ULC Act, 1976].

3.26 As such, M/s. Rahul Construction Company became absolutely entitled to develop the said scheme of residential tenements / dwelling units upon the Surplus Project Land admeasuring 11,467.00 Square Meters as per the exemption granted and Scheme approved under the said Order dated 25/01/1989 [Reference No. ULC/WSHS-20/385+387+389/B/D-III/89 under Section 20 of the ULC Act, 1976].

3.27 I have seen and perused the Layout approved and sanctioned by the Pune Municipal Corporation under D.P.O. No. 282/3/231 dated 21/05/1990. From the said Layout, it appears that the said Entire Project Land was divided into 3 Plots viz., Plot No. 1 out of the said Retainable Project Land admeasuring 2,070.63 Square meters, Plot No. 2 out of the said Retainable Project Land admeasuring 929.37 Square meters, and Plot No. 3 admeasuring 11,467.00 Square meters out of the said Surplus Project Land.

3.28 I have seen and perused the Order dated 20/12/1990 bearing No. PRH/NA/SR/298/89 issued by The Collectorate, Pune (Revenue Branch). From the said Order, it appears that Non-



Agricultural usage of the said Surplus Project Land admeasuring 11,467.00 square meters was permitted by the Competent Authority.

3.29 For development of the said Schemes on Plot No. 3 i.e., the Surplus Project Land, M/s. Rahul Construction Company obtained sanctions regarding Building / Layout Plans from the Pune Municipal Corporation vide Commencement Certificate dated 17/04/1989 bearing No. 4768, and Revised Commencement Certificate dated 30/04/1990 bearing No. 326, Revised Commencement Certificate dated 04/05/1991 bearing No. 2110 and Revised Commencement Certificate dated 20/06/1992 bearing No. 3663 and Revised Commencement Certificate dated 14/10/1994 bearing No. 628 and last Commencement Certificate No. dated 28/10/1995 bearing No. 6208.

3.30 M/s. Rahul Construction Company completed construction of the said Buildings Nos. 1 to 9 on parts and portions of Plot No. 3 i.e., the portions of the Surplus Project Land being Plots 3(A) to 3(I), and also obtained the Occupancy Certificates regarding the said Building Nos. 1 to 9 from Pune Municipal Corporation in following manner: -



Sr. No.	Occupancy Certificate / Completion Certificate Nos.	Date	Details of completed Units out of Building No. 1 to 9
1	4221/1992	17/02/1992	Total 07 Pro-Offices, 11 Shops and 130 Flats.
2	4194/1992	20/06/1992	23 Flats and 02 Shop
3	1399/1995	06/09/1995	36 Flats
4	1127/1998	10/07/1998	12 Flats and 3 Shops
	<b>Total</b>		<b>07 Pro-Offices, 16 Shops, and 201 Flats</b>

3.31 In furtherance of the development and incidental rights assigned and granted in its favour by virtue of the abovementioned Supplementary Agreement dated 21/04/1989 and Power of Attorney dated 18/09/1989, as well as the Agreement dated 15/10/1990, M/s. Rahul Construction Company along with Smt. Sushilabai Shripad Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, Mrs. Vaijayanti Vasant Divekar, Mr. Milind Vasant Divekar, and Mrs. Vaishali Vishwas Divekar caused to sell various residential tenements / dwelling units, including the shops, in the said Building Nos. 1 to 9, to various intending purchasers.



3.32 Thereafter, M/s. Rahul Construction Company along with Smt. Sushilabai Shripad Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, Mrs. Vaijayanti Vasant Divekar, Mr. Milind Vasant Divekar, and Mrs. Vaishali Vishwas Divekar caused to form and register 8 (Eight) independent Co-operative Housing Societies, comprising of all residents / flat owners of the said Building Nos. 2 to 9 constructed on the Surplus Project Land. The Owner Entities Nos. 2 to 9 were duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960. The details of registration of the Owner Entities Nos. 2 to 9 are as follows: -

Building No.	Owner Entity / Society	Registration Certificate No.
2	Owner Entity No. 2	PNA/(PNA)/HSG(TC)/2664/92-93 dated 25/02/1993
3	Owner Entity No. 3	PNA/(PNA-1)/HSG(TC)/2816/93-94 dated 04/02/1994
4	Owner Entity No. 4	PNA/(PNA)/HSG(TC)/2665/92-93 dated 25/02/1993
5	Owner Entity No. 5	PNA/(PNA)/HSG(TC)/2666/92-93 dated 25/02/1993



6	Owner Entity No. 6	PNA/(PNA)/HSG(TC)/2667/92-93 dated 25/02/1993
7	Owner Entity No. 7	PNA/(PNA)/HSG(TC)/2668/92-93 dated 25/02/1993
8	Owner Entity No. 8	PNA/(PNA)/HSG(TC)/2669/92-93 dated 25/02/1993
9	Owner Entity No. 9	PNA/(PNA)/HSG(TC)/2670/92-93 dated 25/02/1993

3.33 Furthermore, M/s. Rahul Construction Company along with Smt. Sushilabai Shripad Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, Mrs. Vaijayanti Vasant Divekar, Mr. Milind Vasant Divekar, and Mrs. Vaishali Vishwas Divekar submitted a part of the Surplus Project Land admeasuring 455.28 Square Meters to the provisions of the Maharashtra Apartment Ownership Act, 1970, thereby forming and registering the Owner Entity No. 1 as Apartment Condominium, by virtue of the Deed of Declaration dated 2/12/1995 duly registered in the office of Sub-Registrar of Assurances, Haveli No. 4, at Serial No. 10753/1995.



3.34 In due course of time, M/s. Rahul Construction Company along with Smt. Sushilabai Shripad Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, Mrs. Vaijayanti Vasant Divekar, Mr. Milind Vasant Divekar, and Mrs. Vaishali Vishwas Divekar handed over legal, actual, and peaceful possession of the said Building Nos. 1 to 9 in favour of Owner Entities Nos. 1 to 9, and sold, assigned, and conveyed all of its rights, title, and interests in the proportionate parts and parcels of the Surplus Project Land along with the said Building Nos. 1 to 9 unto and in favour of Owner Entities Nos. 1 to 9 by execution and registration of a various deeds of Conveyance. I have perused the abovementioned deeds of Conveyance executed and registered in favour of Owner Entities Nos. 2 to 9, and the Deed of Declaration executed and registered with respect to Owner Entity No. 1, details of which are more particularly described herein below: -



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Owner Entity No.	Building No.	Details of Registered Deed of Conveyance and Mutation Entry in Revenue Records	Area of land (square meter)	Details of Building constructed upon the Land	Property Boundaries
Owner Entity No. 1 [Apartment Condominium]	1	Deed of Declaration dated 29/12/1995 [HVL/4/10753/1995]  Mutation Entry No. 19025 dated 03/04/2013 recorded on 7/12 Extract	455.28 (Out of Surplus Project Land)  Plot No. 3(A)	With constructed Building No. 1 having Basement floor + Ground floor + 1 Storied Building and consisting of 10 Units i.e. 1 Basement Unit on Basement Floor, 7 Pro-Office Units on Ground floor and 2 Residential Flats on First Floor and total F.S.I. / Built-up of 232.73 Square Meters and land appurtenant thereto.	<b>On East:</b> Layout Common Road <b>On West:</b> Nala, <b>On South:</b> Open Space and Building No. 2 <b>On North:</b> Open Space and then Pune Paud Road
Owner Entity No. 2	2	Deed of Sale dated 30/06/1995 [HVL/4/5943/2007]  Mutation Entry No. 17172 dated 25/05/2007 recorded on 7/12 Extract	1,155.00 (Out of Surplus Project Land)  Plot No. 3(B)	With constructed Building No. 02 having Ground floor + 3 Upper Floors and consisting of 36 Units i.e. 28 Nos. of Residential Flats and 08 Nos. of Shops and having total F.S.I. / Built-up of 1,318.01 Square Meters and land appurtenant thereto.	<b>On East:</b> Colony Road <b>On West:</b> Nala <b>On South:</b> Area of Building No. 3 <b>On North:</b> Building No. 1 (Apartments)
Owner Entity No. 3	3	Deed of Sale dated 28/12/1995 [HVL/4/10751/1995]  Mutation Entry No. 17166 dated 25/05/2007 recorded on 7/12 Extract	1,139.00 (Out of Surplus Project Land)  Plot No. 3(C)	With constructed Building No. 03 having Ground floor + 3 Upper Floors and consisting of 32 Residential Flats and having total F.S.I. / Built-up of 1,318.01 Square Meters and land appurtenant thereto.	<b>On East:</b> Colony Road <b>On West:</b> Nala <b>On South:</b> Area of Building No. 4 <b>On North:</b> Area of Building No. 2 & Colony Road



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Owner Entity No. 4	4	Deed of Sale dated 28/12/1995 [HVL/4/10752/1995]  Mutation Entry No. 17167 dated 25/05/2007 recorded on 7/12 Extract	980.00 (Out of Surplus Project Land)  Plot No. 3(D)	With constructed Building No. 04 having Ground floor + 3 Upper Floors and consisting of 24 Residential Flats and having total F.S.I. / Built-up of 1,020 Square Meters and land appurtenant thereto.	<b>On East:</b> Colony Road <b>On West:</b> Nala, <b>On South:</b> Nala and Area of Building No. 5 <b>On North:</b> Colony Road and Area of Building No. 3
Owner Entity No. 5	5	Deed of Sale dated 30/06/1995 [HVL/4/5945/2007]  Mutation Entry No. 17168 dated 25/05/2007 recorded on 7/12 Extract	680.75 (Out of Surplus Project Land)  Plot No. 3(E)	With constructed Building No. 05 having Ground floor + 3 Upper Floors and consisting of 16 Residential Flats and having total F.S.I. / Built-up of 643.22 Square Meters and land appurtenant thereto.	<b>On East:</b> Area of Building No. 6 <b>On West:</b> Nala and Area of Building No. 4, <b>On South:</b> Nala <b>On North:</b> Colony Road and then Open Space
Owner Entity No. 6	6	Deed of Sale dated 30/06/1995 [HVL/4/5944/1995]  Mutation Entry No. 17169 dated 25/05/2007 recorded on 7/12 Extract	1,085.00 (Out of Surplus Project Land)  Plot No. 3(F)	With constructed Building No. 06 having Ground floor + 3 Upper Floors and consisting of 24 Residential Flats and having total F.S.I. / Built-up of 1,020 Square Meters and land appurtenant thereto.	<b>On East:</b> Survey No. 137/2 <b>On West:</b> Area of Building No. 5 <b>On South:</b> Nala <b>On North:</b> Area of Building No. 7
Owner Entity No. 7	7	Deed of Sale dated 30/06/1995 [HVL/4/5941/2007]  Mutation Entry No. 17170 dated 25/05/2007 recorded on 7/12 Extract	1,065.00 (Out of Surplus Project Land)  Plot No. 3(G)	With constructed Building No. 07 having Ground floor + 3 Upper Floors and consisting of 24 Residential Flats and having total F.S.I. / Built-up of 1,020 Square Meters and land appurtenant thereto.	<b>On East:</b> Survey No. 137/2 <b>On West:</b> Colony Road and Open Space <b>On South:</b> Area of Building 6 <b>On North:</b> Area of Building No. 8



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Owner Entity No. 8	8	Deed of Sale dated 30/06/1995 [HVL/4/5942/2007]  Mutation Entry No. 17171 dated 25/05/2007 recorded on 7/12 Extract	1,068.00 (Out of Surplus Project Land)  Plot No. 3(H)	With constructed Building No. 08 having Ground floor + 3 Upper Floors and consisting of 24 Residential Flats and having total F.S.I. / Built-up of 1,020 Square Meters and land appurtenant thereto.	On East: Survey No. 137/2 On West: Open Space and Colony Road On South: Area of Building 7 On North: Colony Road and Area of Building No. A-2
Owner Entity No. 9	9	Deed of Sale dated 28/12/1995 [HVL/4/10750/1995]  Mutation Entry No. 17173 dated 25/05/2007 recorded on 7/12 Extract	1,067.00 (Out of Surplus Project Land)  Plot No. 3(I)	With constructed Building No. 09 having Ground floor + 3 Upper Floors and consisting of 27 Residential Flats and 08 Shops and having total F.S.I. / Built-up of 1,320.53 Square Meters and land appurtenant thereto.	On East: Area of Building No. A-2 On West: Colony Road On South: Colony Road On North: Area of Building of Pratik CHS

3.35 Thereafter, Owner Entities Nos. 1 to 9 mentioned herein above and Owner Entity No. 10 described below, decided to collectively form and register the Owner Entity No. 11 as a Federal Society under provisions of the Maharashtra Co-operative Societies Act, 1960, under Registration Certificate dated 13/02/2007 bearing No. PNA/PNA(1)/HSG(OH)/755/2006-2007, with the purpose of and having the readiness and willingness to maintain the common areas, amenities, and facilities of the Entire Project Land.



3.36 With the abovementioned intent, the Owner Entity No. 11 filed the Deemed Conveyance Application No. 70/2014 before the Deputy District Registrar, Co-operative Societies, Pune, seeking Unilateral Deemed Conveyance of the balance area of land out of the Surplus Project Land i.e., Plot No. 3(J) admeasuring 2,551.25 Square Meters, which remained unconveyed after the Deeds of Conveyance and/or Deed of Declaration executed by M/s. Rahul Construction Company in favour of the Owner Entities Nos. 1 to 10. The Deputy District Registrar, Co-operative Societies, Pune, allowed and granted the Deemed Conveyance Application No. 70/2014 and directed execution of a Unilateral Conveyance Deed in favour of Owner Entity No. 11, vide an Order dated 30/09/2014.

3.37 In accordance with the Order dated 30/09/2014 passed by the Deputy District Registrar, Co-operative Societies, Pune, in Deemed Conveyance Application No. 70/2014, the Unilateral Deemed Conveyance Deed dated 04/06/2019 was executed and registered through the Competent Authority and Authorized Signatory for Deputy District Registrar, Co-operative Societies, Pune, in favour of Owner Entity No. 11 with respect to the balance portion of the land out of the Surplus Project Land i.e., Plot No. 3(J) admeasuring 2,551.25 Square Meters, and the said Conveyance Deed was registered on 04/06/2019 in the office of



Sub-Registrar of Assurances, Haveli No. 21, Pune, at Serial No. 8864/2019. On perusal of the **Mutation Entry No. 20847 dated 02/11/2018**, it appears that by virtue of an Order dated 29/05/2018 bearing No. Na.Bhu.A 1 Kothrud / 7 / 12 Banda / 1698 / 2018 passed by the City Survey Officer No. 1, Pune, along with the Circular dated 29/05/2018 bearing No. HaNo/KaaVi/2221/2018, both issued / passed in furtherance of the Government Notification dated 24/11/1997 bearing No. S1497/Pra.Kra.513/La and Corrigendum dated 21/12/1998, and Government Circular bearing No. Sankirna 1005 Pra.Kra. : 346/La-6 dated 21/01/2006, the 7/12 Extract of the said Entire Land bearing Survey No. 137/1 was closed. As such, the fact of execution and registration of the said Deed of Conveyance dated 04/06/2019 for Plot No. 3(J) admeasuring 2,551.25 Square meters in favour of Owner Entity No. 11 was recorded in the Register of Mutation Entries and on the Property Card of City Survey No. 749 (Survey No. 137/1), Village: Kothrud, Taluka: City Survey Officer No. 1 (Haveli), Pune, District: Pune, *vide* **Mutation Entry No. 3099 dated 05/03/2020.**

**3.38 CORRECTIONS IN THE AREAS OF PORTIONS OF ENTIRE PROJECT LAND UNDER OWNERSHIP OF OWNER ENTITIES:** On perusal of the documents referred hereinabove, it further appears that in due course of time, the



Owner Entities Nos. 1 to 9 realized that there were discrepancies / errors in the areas of portions of the Entire Project Land conveyed to the Owner Entities Nos. 1 to 9 under the Deeds of Conveyance / Deed of Declaration more particularly mentioned in the Table below Paragraph No. 31 written herein above, due to mismatch with the development potential utilized. For the aforesaid reasons, Owner Entities Nos. 1 to 9 preferred an Application bearing Deemed Conveyance Application No. 1001401/2025, before the Deputy District Registrar, Co-operative Societies, Pune, seeking unilateral execution of correction to the Deeds of Conveyance / Deed of Declaration executed with respect to the Owner Entities Nos. 1 to 9. The Deputy District Registrar, Co-operative Societies, Pune, was pleased to pass an Order dated 05/08/2025 in the said Deemed Conveyance Application No. 1001401/2025, whereby the areas of portions of the Entire Project Land conveyed to the Owner Entities Nos. 1 to 9 have been corrected. So also, in furtherance of the Order dated 05/08/2025, the Deeds of Correction have been executed and registered in favour of the Owner Entities Nos. 1 to 9 with respect to the Rectified / Correct Area of land out of the Entire Project Land, details of which are as follows: -



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Owner Entity No.	Building No.	Details of Registered Deed of Correction	Area of land (square meter) as per previous Conveyance Deed / Deed of Declaration	Rectified / Correct Area of land (square meter) as per Registered Deed of Correction
Owner Entity No. 1 [Apartment Condominium]	1	Deed of Correction dated 21/08/2025 [HVL/14/21415/2025]	455.28 Plot No. 3(A)	232.81
Owner Entity No. 2	2	Deed of Correction dated 21/08/2025 [HVL/14/21406/2025]	1,155.00 Plot No. 3(B)	1,318.50
Owner Entity No. 3	3	Deed of Correction dated 21/08/2025 [HVL/14/21407/2025]	1,139.00 Plot No. 3(C)	1,318.50
Owner Entity No. 4	4	Deed of Correction dated 21/08/2025 [HVL/14/21408/2025]	980.00 Plot No. 3(D)	1,020.37
Owner Entity No. 5	5	Deed of Correction dated 21/08/2025 [HVL/14/21410/2025]	680.75 Plot No. 3(E)	643.45
Owner Entity No. 6	6	Deed of Correction dated 21/08/2025 [HVL/14/21411/2025]	1,085.00 Plot No. 3(F)	1,020.37
Owner Entity No. 7	7	Deed of Correction dated 21/08/2025 [HVL/14/21412/2025]	1,065.00 Plot No. 3(G)	1,020.37
Owner Entity No. 8	8	Deed of Correction dated 21/08/2025 [HVL/14/21413/2025]	1,068.00 Plot No. 3(H)	1,020.37
Owner Entity No. 9	9	Deed of Correction dated 21/08/2025 [HVL/14/21414/2025]	1,067.00 Plot No. 3(I)	1,321.01
<b>TOTAL</b>			<b>8,695.03</b>	<b>8,915.75</b>



3.39 Thus, pursuant to the execution of the above-mentioned deeds and documents, the Owner Entities Nos. 1 to 9 and Owner Entity No. 11 have become the owners and possessors of the Property No. 1, viz., the Plot No. 3(A) to 3(J) totally admeasuring 11,467.00 Square Meters i.e., the Surplus Project Land along with said Building Nos. 1 to 9. However, I note that the effect of the said Deeds of Correction is yet to be recorded on the Property Register Card of City Survey No. 749, Village: Kothrud.

**DEVELOPMENT OF THE BUILDING NOS. A-1 AND A-2, AND TITLE OF OWNER ENTITY NO. 10 WITH RESPECT TO PROPERTY NO. 2**

3.40 By virtue of an Agreement dated 15/10/1990 executed by Smt. Sushilabai Shripad Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, Mrs. Vaijayanti Vasant Divekar, Mr. Milind Vasant Divekar, and Mrs. Vaishali Vishwas Divekar in favour of M/s. Rahul Construction Company, Smt. Sushilabai Shripad Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, Mrs. Vaijayanti Vasant Divekar, Mr. Milind Vasant Divekar, and Mrs. Vaishali Vishwas Divekar assigned the rights to develop a scheme of buildings consisting residential units / shops upon another portion of land



admeasuring 2,070.63 Square Meters, i.e., the Plot No. 1 carved out of the Retainable Project Land as per the Layout approved and sanctioned by the Pune Municipal Corporation under D.P.O. No. 282/3/231 dated 21/05/1990, along with such incidental / appurtenant rights, unto and in favour of M/s. Rahul Construction Company.

3.41 Accordingly, M/s. Rahul Construction Company became entitled to develop another scheme of building(s) consisting of residential tenements / dwelling units upon another portion of land bearing Plot No. 1 admeasuring 2,070.63 Square Meters carved out of the Retainable Project Land.

3.42 I have perused the Order dated 09/12/1992 bearing No. PMH/NA/SR/656/92 issued by the Collectorate, Pune (Revenue Branch). From the said Order dated 09/12/1992, it appears that the Non-Agricultural usage of Plot No. 1 was regularized after payment of appropriate fees and fines, by the Competent Authority.

3.43 For development of the said Scheme on Plot No. 1 of the Retainable Project Land, M/s. Rahul Construction Company obtained sanctions regarding Building / Layout Plans from the Pune Municipal Corporation *vide* Commencement Certificate



dated 06/09/1991 bearing No. 3911, and Revised Commencement Certificate Nos. 2302 dated 24/10/1992, and completed construction of the said Buildings Nos. A-1 and A-2 on Plot No. 1 of the Retainable Project Land, and also obtained the Occupancy Certificate (Part 1) dated 24/02/1993 bearing No. 727 and Occupancy Certificate (Part 2) dated 15/06/2003 bearing No. 1045 regarding the same from Pune Municipal Corporation.

3.44 In accordance with the development and incidental rights assigned and granted in its favour by virtue of the Agreement dated 15/10/1990, M/s. Rahul Construction Company along with Smt. Sushilabai Shripad Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, Mrs. Vaijayanti Vasant Divekar, Mr. Milind Vasant Divekar, and Mrs. Vaishali Vishwas Divekar caused to sell various residential tenements / dwelling units, and shops, in the said Building Nos. A-1 and A-2, to intending purchasers.

3.45 Thereafter, M/s. Rahul Construction Company along with Smt. Sushilabai Shripad Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, Mrs. Vaijayanti Vasant Divekar, Mr. Milind Vasant Divekar, and Mrs. Vaishali Vishwas Divekar formed and registered an independent Co-operative Housing



Societies of all residents / flat owners of the said Building Nos. A-1 and A-2 constructed on Plot No. 1 out of the Retainable Project Land under provisions of the Maharashtra Co-operative Societies Act, 1960, bearing Registration No. PNA/PNA-1/HSG(TC)/3071/94-95 dated 04/08/1994.

3.46 In due course of time, M/s. Rahul Construction Company along with Smt. Sushilabai Shripad Divekar, Mr. Vasant Shripad Divekar, Mr. Vishwas Shripad Divekar, Mrs. Vaijayanti Vasant Divekar, Mr. Milind Vasant Divekar, and Mrs. Vaishali Vishwas Divekar handed over legal, actual, and peaceful possession of the said Building Nos. A-1 and A-2 constructed on Plot No. 1 in favour of Owner Entity No. 10. Further, the said Parties sold, assigned, and conveyed all of its rights, title, and interests in the proportionate part and parcel of Plot No. 1 admeasuring 2,070.63 Square meters (out of the Retainable Project Land) along with the said Building Nos. A-1 and A-2 unto and in favour of Owner Entity No. 10 by execution and registration of a Deed of Conveyance dated 30/06/1995 duly registered in the Office of Sub-Registrar of Assurances, Haveli No. 4, Pune, at Serial No. 5946/2007. The fact of execution and registration of the said Deed of Conveyance dated 30/06/1995 [HVL/4/5946/2007] for Plot No. 1 admeasuring 2,070.63 Square meters in favour of Owner



Entity No. 10 has been recorded vide Mutation Entry No. 17165 dated 25/05/2007 in the Register of Mutation Entries for Village: Kothrud, Taluka: Haveli, District: Pune.

3.47 Accordingly, the Owner Entity No. 10 became the absolute owner and possessor of the Property No. 2, viz., the Plot No. 1 admeasuring 2,070.63 Square Meters out of the Retainable Project Land along with the said Building Nos. A-1 and A-2.

**DEVELOPMENT OF THE BUILDING NO. 12, AND TITLE OF OWNER**  
**ENTITY NO. 12 WITH RESPECT TO PROPERTY NO. 3**

3.48 In the meanwhile, by virtue of a Sale Deed dated 04/07/1984 executed by Mr. Shripad Vinayak Divekar, Mrs. Sushilabai Shripad Divekar, Mr. Vasant Shripad Divekar, and Mr. Vishwas Shripad Divekar in favour of Mr. Balmohan Vishnu Limaye and Mrs. Nirmala Balmohan Limaye, a portion of land admeasuring 10,000 Square Feet i.e., approximately 929.37 Square Meters forming part of the Retainable Project Land was sold, transferred, and conveyed unto and in favour of Mr. Balmohan Vishnu Limaye and Mrs. Nirmala Balmohan Limaye. The said fact has been confirmed *vide* Mutation Entry



bearing No. 8916 dated 25/08/1984 recorded in the Register of Mutations for Village: Kothrud, Taluka: Haveli, District: Pune.

3.49 Further, it appears that on 09/08/1993, Mr. Balmohan Visnu Limaye and Mrs. Nirmala Balmohan Limaye executed an agreement dated 09/08/1993 unto and in favour of M/s. A. V. Mulay and Company, for developing a scheme of residential buildings / tenements upon the portion of land admeasuring 929.30 Square Meters i.e., the Plot No. 2 out of the Retainable Project Land as per the Layout approved and sanctioned by the Pune Municipal Corporation under D.P.O. No. 282/3/231 dated 21/05/1990.

3.50 Further, M/s A.V. Mulay and Company in furtherance of the development rights obtained sanctions regarding Building / Layout Plans from the Pune Municipal Corporation vide Commencement Certificate dated 19/10/1988 bearing No. 89, and Revised Commencement Certificate No. 583 dated 19/01/1991 for constructing building consisting of residential units / shops on Plot No. 2 out of the Retainable Project Land.

3.51 According to the sanctioned building / layout plans, M/s. A. V. Mulay and Company completed construction of the said Building No. 12 upon Plot No. 2 admeasuring 929.37 Square



meters out of the Retainable Project Land and obtained the Occupancy Certificate Part 1 bearing Nos. 4202 dated 10/1/1992 and Occupancy Certificate bearing No. 4195 dated 20/06/1992 regarding the same from the Pune Municipal Corporation.

3.52 Thereafter, M/s. A V. Mulay and Company along with Mr. Balmohan Vishnu Limaye and Mrs. Nirmala Balmohan Limaye sold various residential tenements / dwelling units, including the shops, in the said Building No. 12, to various intending purchasers, and formed and registered as Co-operative Housing Society bearing Certificate No. PNA/PNA-1/HSG(TC)/2674/92-93 dated 11/03/1993 of all residents / flat owners of the said Building No. 12 constructed on Plot No. 2 admeasuring 929.37 Square Meters out of the Retainable Project Land. The aforesaid Society is constructed on Plot No. 2 admeasuring 929.37 Square Meters out of the Retainable Project Land.

3.53 In due course of time, M/s. A. V. Mulay and Company along with Mr. Balmohan Vishnu Limaye and Mrs. Nirmala Balmohan Limaye handed over legal, actual, and peaceful possession of the said Building No. 12 in favour of Owner Entity No. 12, and subsequently, sold, assigned, and conveyed



all of its rights, title, and interests in Plot No. 2 admeasuring 929.37 Square Meters out of the Retainable Project Land along with the said Building No. 12 unto and in favour of Owner Entities No. 12 by executing a Deed of Conveyance dated 11/08/2017, which is registered in the Office of Sub-Registrar of Assurances, Haveli No. 2, Pune, at Serial No. 6162/2017. The fact of execution and registration of the said Deed of Conveyance dated 11/08/2017 [HVL/2/6162/2017] for Plot No. 2 admeasuring 929.37 Square meters in favour of Owner Entity No. 12 has been recorded vide Mutation Entry No. 20431 dated 27/09/2017 in the Register of Mutation Entries for Village: Kothrud, Taluka: Haveli, District: Pune.

3.54 Thus, pursuant to the execution of the above-mentioned documents, the Owner Entity No. 12 became the owner and possessor of the Property No. 3, viz., the Plot No. 2 admeasuring 929.37 Square Meters out of the Retainable Project Land along with the said Building No. 12.



**CONSTITUTION OF OWNER ENTITIES AND CONSENT OF OWNER  
ENTITIES FOR REDEVELOPMENT OF SAID ENTIRE PROPERTY**

3.55 As mentioned above, the Owner Entities have been constituted and registered by and for the individual members - owners of flat(s) / shop(s) / garage(s) of the respective Owner Entities, under provisions of Maharashtra Apartment Ownership Act, 1970 and/or Maharashtra Co-operative Societies Act, 1960, details of which are reproduced in the Table below: -

Building No.	Owner Entity	Constitution of Owner Entity	Registration Certificate No.
1	Owner Entity No. 1	Apartment Condominium	Deed of Declaration dated 29/12/1995
2	Owner Entity No. 2 (Building No. 2)	Co-operative Housing Society	PNA/(PNA)/HSG(TC)/2664/92-93 dated 25/02/1993
3	Owner Entity No. 3 (Building No. 3)	Co-operative Housing Society	PNA/(PNA-1)/HSG(TC)/2816/93-94 dated 04/02/1994
4	Owner Entity No. 4 (Building No. 4)	Co-operative Housing Society	PNA/(PNA)/HSG(TC)/2665/92-93 dated 25/02/1993
5	Owner Entity No. 5 (Building No. 5)	Co-operative Housing Society	PNA/(PNA)/HSG(TC)/2666/92-93 dated 25/02/1993
6	Owner Entity No. 6 (Building No. 6)	Co-operative Housing Society	PNA/(PNA)/HSG(TC)/2667/92-93 dated 25/02/1993
7	Owner Entity No. 7 (Building No. 7)	Co-operative Housing Society	PNA/(PNA)/HSG(TC)/2668/92-93 dated 25/02/1993
8	Owner Entity No. 8 (Building No. 8)	Co-operative Housing Society	PNA/(PNA)/HSG(TC)/2669/92-93 dated 25/02/1993



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9	Owner Entity No. 9 (Building No. 9)	Co-operative Housing Society	PNA/(PNA)/HSG(TC)/2670/92-93 dated 25/02/1993
10	Owner Entity No. 10 (Building No. A-1 and A2)	Co-operative Housing Society	PNA/PNA-1/HSG(TC)/3071/94-95 dated 04/08/1994
11	Owner Entity No. 11	Co-operative Federation	PNA/PNA(1)/HSG(OH)/755/2006- 2007 dated 13/02/2007
12	Owner Entity No. 12 (Pratik CHS)	Co-operative Housing Society	PNA/PNA-1/HSG(TC)/2674/92-93 dated 11/03/1993

3.56 I have been informed that the individual members - owners of flat(s) / shop(s) / garage(s) of the respective Owner Entities Nos. 1 to 12 hold and possess relevant title documents and possession of their respective flat(s) / shop(s) / garage(s), and all individual members - owners have paid applicable taxes, fees, charges, and all outgoings with respect to their respective flat(s) / shop(s) / garage(s).

3.57 It appears from the perusal of documents submitted to me that the individual members - owners of flat(s) / shop(s) / garage(s) of the respective Owner Entities Nos. 2 to 12 have, by majority of votes, resolved, -

- (i) To accept and give consent to the drafts of the Redevelopment Agreement and Irrevocable Power of Attorney in favour of the Developer, Vilas Javdekar Infinitree Developers Private Limited, and in effect to



entrust, grant, and transfer the development rights to develop / redevelop the said Entire Property in favour of the Developer;

- (ii) to authorize the office bearers of Managing Committee of respective Owner Entities to execute the said Redevelopment Agreement and Irrevocable Power of Attorney;
- (iii) to approve the redevelopment plan with respect to the said Entire Property; and
- (iv) to accept the allotment / allocation of new flats / shops for the respective individual members - owners of respective Owner Entities.

The details of the Resolutions passed by the individual members of the Owner Entities and the respective General Body meetings held by the Owner Entities, are mentioned in the Table below.

Owner Entity / Society / Federation	Date of General Body Meeting of Owner Entity and Date of Resolution
Owner Entity No. 2 (Building No. 2)	19/04/2025
Owner Entity No. 3 (Building No. 3)	13/04/2025
Owner Entity No. 4 (Building No. 4)	22/04/2025



Owner Entity No. 5 (Building No. 5)	12/04/2025
Owner Entity No. 6 (Building No. 6)	31/03/2025
Owner Entity No. 7 (Building No. 7)	13/04/2025
Owner Entity No. 8 (Building No. 8)	12/04/2025
Owner Entity No. 9 (Building No. 9)	19/04/2025
Owner Entity No. 10 (Building No. A-1 and A2)	27/03/2025
Owner Entity No. 11 (Federation)	15/03/2025
Owner Entity No. 12 (Pratik CHS)	21/02/2025

**REMOVAL OF THE SURPLUS PROJECT LAND FROM THE  
CONDITIONS / SCOPE OF THE URBAN LAND (CEILING AND  
REGULATION) ACT, 1976**

3.58 It appears from the perusal of the photocopy of the Order dated 09/05/2025 bearing Reference No. ULC/KA-3/K-20/SR/04/2025 issued by Collector, Pune, and Competent Authority, Pune Urban Agglomeration, Pune, with respect to the part and portion of the Surplus Project Land admeasuring 11,467.00 Square meters out of the total 14,467.00 Square



meters of the Entire Project Land, bearing C.T.S. No. 749 (Old Survey No. 137/1), Village: Kothrud, Taluka: Haveli, District: Pune that by virtue of this Order, the Remark of "नाजकधा कलम २० खालील क्षेत्र व हस्तांतरणास प्रतिबंध" is directed to be removed and deleted subject to the condition precedent of payment of a Surcharge being a lumpsum of Rs. 1,23,81,494/-, which appears to have been paid by the respective Owner Entities. As such, it appears that the Owner Entities have now become entitled to develop, redevelop, alienate, and/or deal with the said Surplus Project Land and/or the said Building Nos. 1 to 9 standing thereon.

**ASSIGNMENT AND TRANSFER OF DEVELOPMENT RIGHTS OF  
THE SAID ENTIRE LAND**

3.59 It appears from the perusal of documents submitted to me that the Owner Entities through their respective Office bearers / Members have duly assigned and granted the development / redevelopment rights and all incidental rights therewith in respect of said Entire Property in favour of Vilas Javdekar Infinitree Developers Private Limited, through its Directors, Mr. Aditya Vilas Javdekar and Mr. Sarvesh Vilas Javdekar, by virtue of Redevelopment Agreement dated 25/07/2025,



registered in the office of Sub-Registrar of Assurances, Haveli No. 16, Pune, at Sr. No. 18176/2025 on 25/07/2025. It appears from the content of the said Redevelopment Agreement dated 25/07/2025 that the said Owner Entities have agreed to hand over actual, vacant, and peaceful possession of the said Entire Property in favour of Vilas Javdekar Infinitree Developers Private Limited for demolition of the said Buildings and for construction and development of new buildings on the said Entire Land according to the terms and conditions of the said Redevelopment Agreement.

3.60 It appears from the perusal of documents submitted to me that in furtherance of Redevelopment Agreement dated 25/07/2025, the Owner Entities through their respective Office bearers / Members have executed an Irrevocable Power of Attorney dated 25/07/2025 in favour of Vilas Javdekar Infinitree Developers Private Limited, registered in the office of Sub-Registrar Haveli No. 16, Pune at Sr. No. 18177/2025 on 25/07/2025, authorizing its Directors, Mr. Aditya Vilas Javdekar and Mr. Sarvesh Vilas Javdekar and/or such other office bearers of the Company, jointly and severally, to carry out such acts, deeds, and things necessary for the construction and development of the new buildings on the said Entire Land.



PERMISSIONS

3.61 It further appears from the perusal of documents submitted to me that Vilas Javdekar Infinitree Developers Private Limited has obtained No-Objection Certificate (NOC) dated 11/07/2025 from the Command Air Traffic Control Officer (CATCO) Office, Gandhinagar, for Construction of Buildings on the Entire Project Land.

3.62 It appears from the perusal of documents submitted to me that Vilas Javdekar Infinitree Developers Private Limited has obtained the Environmental Clearance bearing EC Identification No. EC25C3801MH585744N (File No. SIA/MH/INFRA2/537463/2025) dated 25/10/2025 issued by the State Environment Impact Assessment Authority (SEIAA), Maharashtra, under the Ministry of Environment, Forest, and Climate Change, Government of India, with respect to construction of real estate project on the Entire Project Land.

ASSUMPTIONS AND DISCLAIMERS

3.63 All the Opinions and information in the present Report is based on the following assumptions:



- (i) All the signatures appearing on reviewed document are genuine.
- (ii) The documents submitted for my perusal are photocopies of the original documents and are authentic and complete.
- (iii) The persons executing the documents had the necessary authority to execute the same.
- (iv) The applicable stamp duty and registration charges and taxes in respect of title deeds and document/s are properly paid and there are no arrears or demands for payment in respect thereof.
- (v) The applicable property taxes, municipality taxes, electricity payments have been properly paid and there are no arrears and/or demand for payment in respect thereof.
- (vi) The websites from which online search is conducted is well maintained and updated till date.

**3.64 The Owner Entities have informed and represented to me that: -**

- (i) Since the date of execution and registration of respective Deeds of Conveyance / Deed of Declaration / Deeds of Correction, the Owner Entities have exclusive ownership and possession of their respective Buildings and/or parts



/ portions of the land out of the Entire Project Land. Also, the purchasers / current owners of the residential tenements / shops in the said Buildings are holding vacant, peaceful, actual, and legal possession of their respective residential tenement / shop.

- (ii) The Owner Entities and/or their existing Members i.e., the current Owners of residential tenements / shops have not created any kind of mortgage, encumbrance, and/or charge in respect of the respective any part of the Entire Project Land and/or their respective residential tenements / shops.

4. On perusal of the above-mentioned documents, I am of the opinion that:

- a) The rights, title, and interest of the Owner Entities named hereinabove as owner of the said Entire Property appears to be clean, clear, and marketable and free from encumbrances, along with the Existing Members / Flat Owners of the said Owner Entities holding possession of their respective Flats / Shops / Garages as the members thereof.
- b) Vilas Javdekar Infinitree Developers Private Limited is holding development and incidental rights in respect of the Entire Project Land in accordance with the terms and conditions of the Redevelopment Agreement dated 25/07/2025, and



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Irrevocable Power of Attorney dated 25/07/2025 and have the authority to construct building/s on the Entire Project Land, in accordance with Environmental Clearance bearing No. EC25C3801MH585744N dated 25/10/2025 and other incidental applicable permissions thereto, subject to receipt of Commencement Certificate issued and plans sanctioned by Building Permission Department, Pune Municipal Corporation.

5. Litigations, if any:

NIL / N.A.

Place: Pune

Date: 14/11/2025



Anand P. Akut

Advocate



MH010799424202526U	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
29 Oct 2025	Receipt	Receipt no.: 1114500294
	Name of the Applicant :	Anand P Akut
	Details of property of which document has to be searched :	Dist :Pune Village :Kothrud S.No/CTS No/G.No. : 749
	Period of search :	From :2002 To :2025
	Received Fee :	600
The above mentioned Search fee has been credited to government vide GRN no :MH010799424202526U		
As this is a computer generated receipt, no stamp or signature is required.		
For Physical search in office, Please bring this receipt along with mentioned Gras Challan.		
Payment of search fee through GRAS challan can be verified on 'gras.mahakosh.gov.in/challan/views/frmSearchChallanWithOutReg.php'.		

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MH011659634202526U	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
14 Nov 2025	Receipt	Receipt no.: 1114539774
	Name of the Applicant :	Anand P Akut
	Details of property of which document has to be searched :	Dist :Pune Village :Kothrud S.No/CTS No/G.No. : 749
	Period of search :	From :2002 To :2025
	Received Fee :	600
The above mentioned Search fee has been credited to government vide GRN no :MH011659634202526U		
As this is a computer generated receipt, no stamp or signature is required.		
For Physical search in office, Please bring this receipt along with mentioned Gras Challan.		
Payment of search fee through GRAS challan can be verified on 'gras.mahakosh.gov.in/challan/views/frmSearchChallanWithOutReg.php'.		

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