



Off. Add: Shop No. 2, Ground Floor, Badrichampa Apartment, 132 A, Nana Peth, Pune - 411002.

FORMAT A

(Circular No.: 28 / 2021)

**FLOW OF THE TITLE OF THE SAID
PLOT**

(1) 7/12 as on date of application for registration.

The 7/12 Extract of 71/3/2/C for the year 1990 – 2001 is provided, area is 0H 63 R. Vide ME No. 10573 dt. 09/10/82 it appears that Bhiku Krushnaji Badade died on 04/08/82 and his legal heirs are i) Sumant Bhiku Badade (Son), ii) Leelabai Anantrao Tupe (Daughter) iii) Parvatibai Bhiku Badade (Wife). There is no mention of his mother in the Mutation Entry .

(2) Mutation Entry as mentioned below

It appears vide ME No. 27647 dated 15/11/01 that Parvatibai Bhiku Badade expired on 26/07/98 and her legal heirs are Son
i) Sumant Bhiku Badade & daughter ii) Leelavati Anantrao Tupe.

(3) Search Report for 30 years.

The 7/12 Extract for the year 2001 – 2011 is provided., Taken from sub-registrar' office at Pune

1. A Development Agreement dt. 15/05/2000 vide deed bearing Regn. No.



3310/2000 registered at Haveli 3, Pune adm. area 63R is provided wherein Pawar Promoters, Builders and Developers thru. Authorized partner Dattatray Dhondiba Pawar signed Development agreement with owners Sumant Bhiku Badade (for himself & as Karta of his HUF) and Anil Nemichand Bafna, Dilip Nemichand Bafna & Rajendra Nemichand Bafna have been taken as consenting party in the Development Agreement. M/s.Pawar Promoters, Builders and Developers had agreed to pay Rs. 18,00,000/-(Rupees Eighteen lakhs only) as damages to the Bafnas.

2 .In the abovementioned Development Agreement M/s Pawar Promoters, Builders and Developers, as part of Development Agreement have mentioned that two flats each admeasuring 550 sq. ft and Rs 8,95,000/- (Eight Lakh Ninety-Five Thousand only) should be given as consideration to the Badade's out of which 4 Lakhs is paid and rest is to be paid. It needs to be confirmed whether entire amounts are paid to Bafna's.

6. The Badade family has also given a P.O.A dated 15/05/2000 bearing deed No. 3311/2000 to Pawar Promoters & builders for the purpose of development of the plot.

7. A development agreement dt. 27/10/2005 bearing Regn No. 6469/2005 where the Badade family have been taken as Vendor No. 1 & M/s Pawar Promoters, Builders and Developers thru Authorized partner Dattatray Dhondiba Pawar are taken as Vendor No. 2 and have given M/s Munot Promoters & Builders a proprietary concern of Sumtilal Bansilal Munot, land for Development admeasuring 63R. It is mentioned that Sumant Badade has signed for himself and as Karta & Manager of his HUF along with his 2 sons & 2 daughters and sister Leelabai Anantrao Tupe.




8. The Badade family & M/s Pawar Promoters, Builders & Developers have also given a P.O.A dt. 27/10/2005 bearing Registration No. 6470/2005 at Haveli 3, Pune to Munot Promoters & builders, a proprietary concern of Sumatilal Bansilal Munot for the purpose of development of the plot.

9. In the said Development Agreement (6469/2005) it is agreed between the parties that Rs. 8,95,000/- (Eight Lakhs and Ninety Five thousand only) is to be paid and out of which Rs. 7,00,000/- (Seven Lakhs only) was already paid & the balance amount Rs. 1,95,000/- (One Lakh and Ninety Five thousand only) and two flats each admeasuring 550 square feet is to be provided to the Babade family by M/s Munot Promoters & Builders.

10. It has also been agreed that M/s.Munot Promoters & Builders as part of the agreement will provide a total consideration of Rs. 71,00,000/- (SeventyOne Lakhs only) to Badade's & Pawar's and out of which Rs. 17,00,000/- (Seventeen Lakhs only) has already been paid to Pawar's& the balance amount of Rs. 46,00,000/- (Forty-Six Lakhs only) shall be paid to M/s Pawar Promoters, Builders and Developersonlyafter an order under section 8(4) of the ULCR Act has been received. It needs to be verified whether the balance consideration is paid upto date.

11. An Order dated 20/07/06 of Additional Collector & Competent Authority, Pune bearing No. ULC/Case/1776-B, U/s S. 8(-) is provided where it is stated

that surplus land is 4020 sq. mt. in 71/3/2C Hadapsar & 2200 sqmt is ceilingfree area in 71/3/2C Hadapsar.



12. An order dated 25/07/2006 bearing No. ULC/S-20/D-3/P-255/Hadapsar/06 from the office of the Additional Collector & Competent Authority, Pune Urban Agglomeration Pune is provided which mentions about the surplus vacant land held by Sumant Bhiku Badade in excess of ceiling limit in the limit of Pune Urban Agglomeration for which they have applied for Exemption for 4020 sq.mt. U/s 20 of the Urban Land (Ceiling & Regulation Act), 1976 (33 of 1976). Whereby, the Collector/Additional Collector (U.L.C) exempted 4020 sq mt. and a conditional order was granted, for providing plots in accordance with special dispensation issued by Government Resolution in Housing & Special Asst. Dept.

13. It appears vide ME No. 37673 dt. 23/01/09 that land adm. area 4020 square meters is surplus area and the same is exempted with terms and conditions under the Special Plot scheme vide order of Additional Collector and competent authority Pune Urban agglomeration bearing order no. KA/3/P- 255/91/09 dt. 15/1/2009. The said entry appears in Other rights Column as land under section 20 terms and conditions of ULC Act.

14. It appears vid ME No. 40550 dt. 18/01/11 that Sumant Bhiku Badade died on 21/11/10 and his legal heirs are i) Santosh (son), ii) Mahendra (son), iii) Usha (widow), iv) Swati Shrikant Lonkar (daughter), & v) Anita Balasaheb Lokhande. The Mutation Entry also mentions that Leelabai Anant Tupe (sister of Sumant) died on 05/08/09 having no son, daughter and husband, therefore Sumant Bhiku Badade is her only legal heir.

15. It appears vide ME No. 46252 dt. 11/08/15 that M/s Raj Engineers thr. Partner Manoj Prithviraj Dhoka purchased land adm area 22 R out of 63 R dt. 12/03/14 vide Sale Deed No. 2207/2014 at Haveli No. 11, from heirs of Sumant



Bhiku Badade namely i) Santosh ii) Mahendra iii) Swati Shrikant Lonkar iv) Anita Balasaheb Lokhande and v) Usha Sumant Badade & the consenting parties being i) M/s Pawar Promoters, Builders & Developers thru partner Dattatray Dhondiba Pawar and ii) M/s Munot Promoters & Builders a proprietary concern of Sumatila Bansilal Munot. ME 46252 is not reflected on 7/12 Extract.

16. A Development Agreement dated 12/04/2014 bearing Regn. No. 2208/2014 where the legal heirs of Sumant Bhiku Badade namely i) Santosh (son), ii) Mahendra (son), iii) Usha (widow), iv) Swati Shrikant Lonkar (daughter), & v) Anita Balasaheb Lokhande (daughter) (Being Vendor No. 1) M/s Pawar Promoters, Builders & Developers (being Vendor No.2) & M/s Munot Promoters & Builders (being Vendor No. 3) signed Development Agreement in favour of M/s Raj Engineers thru' Partner Manoj Prithviraj Dhoka for land adm. OH 41R (4100 sq. mt.)

17. The Vendors mentioned in the above have also given the Developer M/s Raj Engineers P.O.A dt. 12/03/2014 bearing Registration No. 2209/2014 for the purpose of development of the plot. It needs to be verified whether any payments are left outstanding by Raj Engineers to the Vendors.

18. The said M/s Raj Engineers executed Power of Attorney dated 11th April, 2022 bearing registration number 7296/2022 at Haveli No. 2 in favour of M/s Ravima Developer.

19. Paragraph 14 of the development Agreement clearly mentions that the Grantors are responsible to get the order's passed by the Addl. Collector, ULC, Pune, under Section 8(4) and 20 of the Urban Land (Ceiling and Regulation Act, 1976) from the Competent Authority revalidated at the cost of the



Developer.

20. The 7/12 Extract for the year 2011 – 2016 and 2015 -2020 is provided.

20. An Order No. ULC/K-20/P-255/236/2015 dated 23/03/15, of Addl. Collector & Competent Authority, Pune, is provided where it is mentioned that certain terms and conditions had to be followed in the order dated 25/07/06 but since the same were not adhered to extension of 5 years is provided to the order dt. 25/07/2006 which inherently expired on 24/07/2011. The extension is upto 24/02/16 with a penalty of 10,27,311/- which is paid on 12/03/15 to the appropriate department.

21. It appears in ME No. 46251 dt. 11/08/2015 that the order passed by Addl. Collector and competent authority Pune city bearing Order No. ULC No. 1776 dt. 20/07/06 and thereafter mentioned in M.E. 37673 (which pertains to Special Plot scheme under section 20 of the Urban Land (Ceiling & Regulation Act) is to be reduced as not applicable to the lands owned by Raj Developers to extent of 22R out of total 63R. The OR Column of the 7/12 Extract mentions ME 46251 and S. 20 order is not applicable to land held by Raj Engineers area of 22R.

22. An order bearing No. ULC/K-20/P-255/296/2015 dated 13.04.2015 is provided which states that since the penalty of 10,27,311/- was paid and since the Developer is prepared for unification of land, 40 flats below 80 sq. mtrs. could be constructed and the government would get 5% of total built up area under the scheme in the form of flats.

23. ME No. 48131 is appearing on 7/12 Extract of 2015 – 2020 but the ME




is not provided. Please procure a letter that it is not available in Department

24. It appears vide ME No. 51116 dt. 21/5/21 that M/s Raj Engineers thr. Partner Manoj Prithviraj Dhoka sold land admeasuring 11R out of 22R to Manoj Prithviraj Dhoka & Rahul Prithviraj Dhoka vide Sale deed bearing Regn No. 1134/2021 on 26/04/21.

25. As per Order No. ULC/KA-3/K-20/SR/26/19 bearing outward No. 335/2021 dated 11/10/2021 from Additional Collector & Competent Authority ULC Pune an area admeasuring 4020 square meters was removed from the conditional order under S. 20 of ULC Act (related to Plot Scheme) by paying 10% penalty, as per government decisions dated 01.08.2011 and the subject to the order mentioned about removing remarks from other rights column. Thus, an application was made by Manoj Dhoka director of M/s Raj Engineers who had paid a penalty of Rs. 79,35,480 and amount of 8,65,426 altogether amount Rs. 88,00,906 to SBI Branch Pune, and the order dated 11/10/21 was given with certain conditions.

26. It appears vide ME No. 51638 dt. 01/11/2021 that the remark appearing in the OR column of S. No 71/3/2C Hadapsar is removed in response to Order No. ULC/KA-3/K-20/SR/26/19 of Additional Collector & Competent Authority, Pune, bearing Outward No. 335/2021 dt. 11/10/21. The 4th Column of the ME 51638 mentions that the said order is not procured from the Tehsil Karyalaya & so ME 51638 is cancelled on 01/12/21.

27. I am provided with a letter dated 20.5.22 bearing No. HANO/KAVI/8060/2021 from the Tehsildar, Haveli, Pune to the Talathi Hadapsar Pune that keeping in mind the Order of Collector Pune Bearing No.



NaJK /2018/Pra. Kra. 51/Naj ka dha -1 dated 1.8.19 the 7/12 extract be corrected. The Mutation Entry needs to mention about ULC Order No. ULC/KA- 3/K-20/SR/26/19 of Additional Collector & Competent Authority, Pune, bearing Outward No. 335/2021 dt. 11/10/21.

28. Thus on perusing the above documents and subject to what is stated hereinabove and to liabilities as indicated by the documents perused and subject to whatever is stated in the search report I state that the beneficial title of the said land as mentioned above belongs rightfully to M/s Ravima Developer (through its authorized/signing partner Mr. Gaurav Ravindra Gadiya) a partnership firm and is clear and marketable and they have right to develop the same as per the Plans that will be sanctioned by the appropriate Authority.

Thus, on perusing the above documents and subject to the search conducted by me and also subject to whatever is stated above. I state that M/s Ravima Developer (through its authorized/signing partner Mr. Gaurav Ravindra Gadiya) have beneficial title to CTS NO./ Survey No. 71/3/2C admeasuring 0H 41 R i.e 4100 sq. mtrs Village Hadapsar District Pune and its title to the same appears to be clear and marketable.

(4) POSSESSION:

It appears from the documentary records that M/s Ravima Developer is having true and legal possession of the said property for the purpose of Development of the said property.

(5) SANCTION PLAN:



Not Verified

(6) N. A. PERMISSION:

Not Verified

(7) Any other relevant title :- No.

(8) Litigations if any – No.

This report is for the benefit and reliance of the stipulated client alone. I report accordingly.

Date: 3rd November , 2022



Advocate

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