भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ● 2016 ● AB 872458

4911

अनुक्रमांक 4911 दिनांक 05/07/2017 मु.शु.रक्कम 500

दस्ताचा प्रकार Affidavit Cum Declaration.

दस्त नोंदणी करणार आहेत का? होय/नाही

मिळकतीचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नाव Goel Ganga Developers India Pvt Ltd

पत्ता Bundgarden Rd Pune.

दुसऱ्या पक्षकाराचे नाव

पत्ता

हस्ते असल्यास त्यांचे नाव व पत्ता Vishnu H. Mehta.

as above

मुद्रांक विकत घेणाऱ्याची सही Rathod

रोहिदास एच. पवार
परवाना क्र. 2201082
30 मंगळवार पेठ, पुणे - 11

20 JUN 2017

NOTARY OF MAHARASHTRA

STATE OF MAHARASHTRA NOTARY

AFFIDAVIT CUM DECLARATION

CANCELLED NOTARIAL CANCELLED NOTARIAL CANCELLED NOTARIAL CANCELLED NOTARIAL CANCELLED NOTARIAL

FORM 'B'

[RULE 3(6)]

DECLARATION SUPPORTED BY AN AFFIDAVIT SIGNED BY THE PROMOTER OR ANY PERSON AUTHORISED BY THE PROMOTER

AFFIDAVIT-CUM-DECLARATION

Affidavit cum Declaration of Goel Ganga Developer (India) Pvt. Ltd, a company incorporated and registered under the Companies Act, 1956, and having its registered and corporate office at 3rd Floor, San Mahu Complex, 5, Bund Garden Road, Pune – 411 001, promoter of the ~~proposed /~~ ongoing project i.e. **Ganga Legend, Building 'A -4 & B-1'**, at S. No. 305, 306 & 339, Village Bavdhan Budruk, Tal Mulshi, Dist. Pune, through its Director, **Mr. Amit Jaiprakash Goel**, Age-33 Yrs, Occupation- Business, Address: 3rd Floor, San Mahu Complex, 5, Bund Garden Road, Pune 411 001, vide its~~/his/their~~ authorization dated 30th June 2017.

I~~/We~~ Mr. Amit Jaiprakash Goel, ~~promoter of the proposed project /~~ duly authorized by Promoter of the ongoing project, do hereby solemnly declare, undertake and state as under:

1. That ~~I /~~ promoter ~~have /~~ has a legal title Report to the land on which the development of the project is proposed.

~~OR~~

~~have/has a legal title Report to the land on which the development of the proposed project is to be carried out~~

~~AND~~

~~a legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.~~

2. ~~That the project land is free from all encumbrances.~~

~~OR~~

That details of encumbrances including dues and litigation, details of any rights, title, interest or name of any party in or over such land ~~along with details~~ are as under:

S No	Details of Encumbrances
1	As per Indenture of Mortgage dated 19/01/2016 registered at S. No. 640/2016 in the office of Sub Registrar Haveli No. 11 and Modification to Indenture of Mortgage dated 03/03/2016 registered at S. No. 3201/2016 and Modification to Indenture of Mortgage dated 11/05/2016 at S. No. 4219/2016 registered in the office of Sub Registrar Haveli No. 19, Pune and Modification to Indenture of Mortgage dated 01/12/2016 at S. No. 9935/2016 registered in the office of Sub Registrar Haveli No. 19, Pune, the following property and rights have been mortgaged: (i) All the piece & parcel of land located at Survey no. 305/2, 305/3, 305/4(P), 305/5, 305/6, 306/1, 306/2, 306/3(P), 339/1/1(P), 339/2, 339/3 (P), 339/4/1(P), 339/4/2, 339/5, 339/6/1, 339/6/2, 339/6/3, 339/7, 339/8, 339/9/1(P), 339/9/2(P), 339/10(P), 339/11/2, 339/12, 339/13A and 339/13B ad measuring approx. 94,966.0 sq, mtrs. at Bavdhan, Pune, including all the structures thereon both present & future. (the mortgage on area of approx. 60,880.9 sq. mtrs. excluding area of approx. 33,785.8 sq. mtrs. under the High Energy Material Research Laboratry No Development Zone, but Including the FSI in lieu of the same). (ii) Residential project "Ganga Legend Phase-I" comprising of buildings A-4, B-1, B-2, B-3 and B-4 having saleable area of approx. 1,049,278.0 sq.ft. being developed by the Borrower on the Property. (iii) Security of all rights, title, interest, claims, benefits, demands under the Project documents both present and future. (iv) Escrow Account and the DSR Account all monies credited/deposited therein (in whatever form the same may be), and all investments in respect thereof (in whatever form the same may be). (v) Project Receivables. (vi) Project Documents of Project; in favour of ICICI BANK LIMITED, a company incorporated under the Companies Act, 1956 and a bank within the meaning of the Banking Regulation Act, 1949 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007, and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051, for availing finances.

NOTARY
MAHARASHTRA

Details of Litigations:

S. No	Name of the Court	Type of Case	Case No.	Role of the Promoter	Preventive order (if any)	Present status
1	CJJD	Misc. Application	522/2011	Defendant	No	Pending
2	Addl. Commissioner	Revision Application	21/2017	Defendant	No	Pending
3	CJSD	Spl.C.S.	1338/2007	Third Party	No	Pending
4	CJSD	Spl.C.S.	880/2012	Defendant	No	Pending
5	SDO	RTS Appeal	444/2015	Appellant	No	Pending
6	CJSD	Spl.C.S.	1300/2012	Defendant	No	Pending
7	High Court Mumbai	A.O.	464/2014	Defendant	No	Disposed off in favour of Promoter
8	CJSD	Spl.C.S.	1192/2012	Defendant	No	Pending
9	CJSD	Spl.C.S.	1025/2012	Defendant	No	Pending
10	SDO	RTS Appeal	842/2012	Defendant	No	Pending
11	SDO	RTS Appeal	727/2012	Defendant	No	Pending

3. That the time period within which the project shall be completed by ~~me/~~promoter from the date of registration of project; on or before **December 2022.**

4. ~~(a) For new projects :~~

~~That seventy per cent of the amounts realised by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.~~

(b) For ongoing project on the date of commencement of the Act:

(i) That seventy per cent of the amounts to be realised hereinafter by ~~me/~~promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

OR

(ii) That entire of the amounts to be realised hereinafter by ~~me/~~promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

5. That the amounts from the separate account shall be withdrawn in accordance with Rule 5.

6. That ~~I~~/ the promoter shall get the accounts audited within six months after the end of every financial year by a practicing Chartered Accountant, and shall produce a statement of accounts duly certified and signed by such practicing Chartered Accountant, and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

7. That ~~I~~/the promoter shall take all the pending approvals on time, from the competent authorities.

8. That ~~I~~/ the promoter shall inform the Authority regarding all the changes that have occurred in the information furnished under sub-section (2) of section 4 of the Act and under rule 3 of these rules, within seven days of the said changes occurring.

9. That ~~I~~/ the promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

10. That ~~I~~/the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

Deponent

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at on this 5th day of July 2017

Deponent

NOTARY MAHARASHTRA

NOTARY ★ STATE OF MAHARASHTRA

BEFORE ME

ADV. S... L. PITALE

... NOTARY

MAHARASHTRA STATE

91/18/2017

NOTED AND REGISTERED
AT SERIAL NUMBER

5 JUL 2017

IDENTIFIED BY

ADVOCATE

Umesh Shantaram Vaste
B.com. LL.B. Advocate

A-405, Sukhaniwas Co-Operative Housing Society Limited,
S.No.13/2B/1, Plot No.3, Sukhasagarnagar,
Near Telephone Exchange, Katraj,
Pune-411046,
Phone No.020-26963009, Cell No. 9822792821
Enrollment Certificate No.: MAH / 72 / 1987

TITLE REPORT

At the instance of **GOEL GANGA DEVELOPERS (INDIA) PVT. LTD.** having its Registered office at 3rd Floor, San Mahu Commercial Building, 5, Bund Garden Road, Pune 411001, through it's Director MR. JAIPRAKASH SITARAM GOEL, this Title Report is issued in respect of the portions of land, admeasuring 57253 sq.mtrs. held by Goel Ganga Developers (India) Pvt. Ltd and admeasuring 37413 Sq.mtrs. held by Ganga Sagar Cooperative Housing Society Limited comprising of Survey numbers and Hissa numbers as detailed below, situated at village Bavdhan Budruk , Taluka Mulshi, District Pune within the limits of Gram Panchayat Bavdhan Budruk more particularly described in the Part I and Part II of the Schedule hereunder written, only on the basis of the Copies of the Sale Deeds, Development Agreements, Agreement to Sale, Power of Attorney, Revenue Records and other documents produced before me and the information supplied to me. A Search of Index II registers for the 34 years from 1980 to 2014 carried out by Adv. Sunil R. Kotlikar vide Receipt No. 35028/2014 and a Search of Index-II in respect of the said property is carried out in the offices of Sub Registrar Mulshi (Paud) Pune and Haveli No. 1 to 26 Pune for year 2015 to 2017 carried out by Adv. Kailas Thorat vide receipt MH002198804201718E for Survey No. 305, MH002198899201718 for Survey No. 306 and MH002199013201718 for Survey No. 339 and has issued a Search Report dated 10/06/2017 and Search Report dtd. 10/06/2017 in respect thereof issued by Adv. Kailas Thorat.

That, Goel Ganga Developers (India) Pvt. Ltd. a company incorporated under Part IX of the provisions of Indian Companies Act,1956 having its Registered office at 3rd Floor, San Mahu Commercial Building, 5, Bund Garden Road, Pune 411001 is the owner of an area admeasuring 57253 sq.mtrs. in aggregate formed of the portions of lands admeasuring 4210 sq.mtrs. out of Survey No. 339 Hissa No. 1/1 admeasuring 5447 sq.mtrs. out of Survey No. 339 Hissa No. 2, admeasuring 2760 sq.mtrs. out of Survey No. 339 Hissa No 1/3,admeasuring 600 sq.mtrs. out of Survey No. 339 Hissa No. 3, admeasuring 1570 sq.mtrs. out of Survey No. 339 Hissa No. 4/1, admeasuring 2400 sq.mtrs. out of Survey No. 339 Hissa No.4/2, admeasuring 1800 sq. mtrs. out of Survey No. 339 Hissa No..6/1, admeasuring 1800 sq.mtrs. out of Survey No. 339 Hissa No. 6/2, admeasuring 1800 sq.mtrs. out of Survey No. 339 Hissa No. 6/3 , admeasuring 5500 sq.mtrs. out of Survey No. 339 Hissa No. 7, admeasuring 10100 sq.mtrs. out of Survey No. 339 Hissa No. 8, admeasuring 740 sq.mtrs. out of Survey No. 339 Hissa No. 9/1, admeasuring 6131 sq.mtrs. out of Survey No. 339 Hissa No. 10, admeasuring 2730 sq.mtrs. out of Survey No. 339 Hissa No. 11/2, admeasuring 4435 sq.mtrs. out of Survey No. 339 Hissa No. 12 , admeasuring 4100 sq.mtrs. out of Survey No. 339 Hissa No. 13A, admeasuring 1130 sq.mtrs. out of Survey No. 306 Hissa No. 3 situate, lying and being at Village Bavdhan Budruk, Taluka Mulshi, District Pune within the limits of and within the limits of the Gram Panchayat, Bavdhan Budruk, Panchayat Samiti Mulshi, Zilla Parishad Pune, and partly falling in the residential zone under the Development Plan for the extended areas of the City of Pune and it's name stands in kabjedar's/owner's column on the 7/12 extracts thereof. And that, Ganga Sagar Cooperative Housing Society Limited, a Society registered under Maharashtra Co-operative Societies Act having Regn no. : PNA/(PNA-4)/H.S.G/(T.O.), Registration No.PNA/PNA (4) HSG / [T.O.] / dated 08.10.1996, having office at : S. no. 305, 306, 307, 338 & 339, Bavdhan Budruk, Taluka: Mulshi , District Pune is the owner of an area admeasuring 37413 Sq.mtrs. in aggregate**,** comprising of portions of land admeasuring 400 sq.mtrs. out of Survey No. 339, Hissa No. 1/3, admeasuring 5853 sq.mtrs. out of Survey No.339 Hissa No. 2, admeasuring 900 sq.mtrs. out of Survey No. 339 Hissa No. 3 , admeasuring 2310 sq.mtrs. out of Survey No. 339 Hissa No. 11/2, admeasuring 3165 sq.mtrs. out of Survey No. 339 Hissa No. 12 admeasuring 6200 sq.mtrs. out of Survey No. 339 Hissa No. 13B, admeasuring 1100 sq.mtrs. out of Survey No. 305 Hissa No. 2 , admeasuring 1500 sq.mtrs. out of Survey No. 305 Hissa No. 3, admeasuring 2140 sq.mtrs. out of Survey No. 305 Hissa No. 4, admeasuring 1100 sq.mtrs. out of Survey No. 305 Hissa No. 5 , admeasuring 900 sq.mtrs. out of Survey No. 305 Hissa No. 6 , admeasuring 4800 sq.mtrs. out of Survey No. 306 Hissa No. 1, admeasuring 4600 sq.mtrs. out of Survey No. 306 Hissa No. 2 , admeasuring 2445 sq.mtrs. out of Survey No. 306 Hissa No. 3 situate, lying and being at Village Bavdhan Budruk, Taluka Mulshi, District Pune within the limits of and within the limits of the Gram Panchayat Bavdhan Budruk, Panchayat Samiti Mulshi, Zilla Parishad Pune, and partly falling in the Residential zone under the Development Plan for the extended areas of the City of Pune and it's name stands in kabjedar's/owner's column on the 7/12 extracts thereof.

The lands described in the foregoing two recitals form a contiguous block admeasuring 94666 Sq. mtrs. out of which the portions of land as mentioned above are acquired by the Goel Ganga Developers (India) Pvt. Ltd either by virtue of the diverse Sale Deeds executed from it's erstwhile owners in favour of the Goel Ganga Developers (India) Pvt. Ltd or by virtue of Agreements for Development and Sale in respect of the portions of land owned by the Ganga Sagar Cooperative Housing Society Limited and the said contiguous block is more particularly described in the Schedule hereunder written and hereinafter referred to as "the said Land" and by an Agreement for Sale dated 29/11/2014 entered into by and between the Ganga Sagar Cooperative Housing Society Limited as vendor and Goel Ganga Developers (India) Pvt. Ltd as Purchaser. Ganga Sagar Cooperative Housing Society Limited has agreed to sell its portion of land admeasuring 03 Hectare 74.13 Ares at or for the consideration and on the terms and conditions therein mentioned.

Accordingly the Goel Ganga Developers (India) Pvt. Ltd has acquired the said land admeasuring 94666 sq.mtrs. and has procured a sanction from the Collector Pune, for the lay out and building plan in respect thereof, vide Commencement Certificate No. CC/2788/2014 dated 16/05/2014 and has also obtained the revised sanction plan vide Commencement Certificate No. CC/1983/2016 dated 14.7.2016 sanctioned by Pune Metropolitan Region Development Authority Pune.

DEVOLUTION OF TITLE

A. S. No. 305/2

1. It appears from the perusal of the available documents that the land bearing S. No. 305 Hissa No. 2 admeasuring about 00 Acres 11 Gunthas was originally owned by Bhika Bhagu Dagade.
2. It appears that thereafter vide a Sale Deed dated 26/01/1948 Shri Bhika Bhagu Dagade sold and transferred the said Property in favour of Shri Rama Laxman Thombre. Accordingly, the name of Shri Rama Laxman Thombre was mutated in the 7/12 extract vide ME No. 556.
3. It appears vide ME. No. 979, that Shri Ramabhau Laxman Thombre had taken loan from Bavdhan Budruk Society on 10/07/1962 of Rs. 450/- and had mortgaged the said property along with other properties in favour of the said Society. Accordingly, a charge of the said Society was mutated in the other rights column of the 7/12 extract vide the said ME.
4. It further appears vide ME. No. 1305, that Rama Laxman Thombre expired on 14/05/1975 leaving behind sons Nivrutii, Sopan and Baban, daughters Shantabai Nivrutti Ranpise and Hirabai Sopan Avhale and wife Krushnabai Rama Thombre as his only legal heirs. Accordingly, the names of the sons and wife were mutated in the owner's column and the names of the daughters were mutated in the other rights column of the 7/12 extract vide the said ME.
5. It appears that subsequently, Shantabai Nivrutti Ranpise and Hirabai Sopan Avhale released their respective undivided shares in the said property and other properties in favour of their brothers and mother as mentioned herein above. Accordingly, on the basis of the statements given by the said daughters, their names were deleted from the 7/12 extract vide ME. No. 1306.
6. It further appears vide ME. No. 1307, that on 24/06/1975 Nivrutti Rama Thombre and others made an application for recording the oral partition arrived amongst themselves for the ancestral properties owned by them including S. No. 305/2. Accordingly, as per the said partition, the said S. No. 305/2 along with other properties was allotted to Nivrutti Rama Thombre and his name was mutated in the 7/12 extract vide the said ME.
7. It appears that with the enforcement of the Weights and Measures Act and Indian Coinage Act, the method of calculation of the area of the properties was changed and the effect of the same was given in the revenue records vide ME No. 1178. Accordingly, the area of the said landed property bearing S. No. 305 Hissa no. 2 was changed from 00 Acre 11 Gunthas to 00 Hectare 11 Ares.
8. It appears that the Deputy Collector and Competent Authority, Pune Urban Agglomeration, Pune vide its Order dated 22/01/1999 declared the owners of said S. No. 305/2 as not holding any surplus land and issued a No Objection Certificate to that effect.
9. It appears vide M.E. No. 3422 that vide a letter dated 13/05/2002 bearing no. S.NIM/Bavdhan/VI.KA/MAHITI/02 issued by the Additional Registrar, Co-op Societies, Paud that no any Society by the name of Bavadhan Vividh Karyakari Seva Co-op Society Ltd., Bavdhan exist under the said Office. Accordingly, on the basis of the said letter, the Tahasildar (Mulshi) vide its order bearing no. HN/VSHI/793/04 deleted the name of the said Society from the other rights column of the 7/12 extract of the said property.

10. It further appears that vide a Development Agreement dated 22/01/2004 Mr. Nivrutti Rama Thombre and 09 others assigned the development rights in the said property in favour of Gangasagar Co-operative Housing Society Ltd. and also executed an Irrevocable Power of Attorney dated 22/01/2004 to that effect in favour of Mr. Atul Goel and Mr. Amit Goel. The said Development Agreement as well as Irrevocable Power of Attorney both dated 22/01/2004 are registered at the office of Sub Registrar Mulshi (Paud) at Sr. Nos. 410/2004 and 411/2004.

11. It appears that subsequently, vide a Sale Deed dated 16/02/2004 Mr. Nivrutti Rama Thombre and 09 others through their POA holder Mr. Atul Goel sold and transferred the said property in favour of Gangasagar Co-operative Housing Society Ltd. The said Sale Deed dated 16/02/2004 is registered at the office of Sub Registrar Mulshi (Paud) at Sr. No. 932. Accordingly, the name of Gangasagar Co-op Housing Society Ltd. was mutated on the 7/12 extract vide ME No. 3400.

12. It appears that the said Gangasagar Co-operative Housing Society Ltd. has issued a letter dated 19/03/2012 thereby declaring that all the payments for the said property as contemplated in the Sale Deed have been made and that no any amounts are due and payable to the landowners.

13. It further appears that Gangasagar Co-operative Housing Society Ltd. entered into an Agreement to Sale dated 29/11/2014 by and between the Ganga Sagar Cooperative Housing Society Limited as vendor and Goel Ganga Developers (India) Pvt. Ltd as Purchaser.

B. **S. No. 305/3 & 5**

1. It appears from the available documents that the property bearing S. No. 305 Hissa No. 3 admeasuring about 00 Acres 15 Gunthas, assessed at 15 paisa and S. No. 305 Hissa No. 5 admeasuring about 00 Acres 11 Gunthas, assessed at 10 paisa were owned by Shri Rama Laxman Thombre.

2. It appears that with the coming into force of the Standard of Weights and Measures Enforcement Act, 1955, the measurement unit of the said property was changed from Acres and Gunthas to Hectares and Ares vide ME No. 1178. Accordingly, the area of the property bearing S. No. 305 hissa no 03 was changed to 00 Hectare 15 Ares and assessed at 94 paisa and property bearing S. No. 305 hissa no. 05 was changed to 00 Hectare 11 Ares and assessed at 62 paise.

3. It appears that Rama Laxman Thombre had taken loan from Bavdhan Budruk Society on 10/07/1962 and had mortgaged the Property bearing S. No. 305/3 and 305/5 in favour of the said Society. Accordingly, a charge of the said Society was mutated in the other rights column of the 7/12 extract of the said property/ies, vide M. E. No. 979.

4. It appears that Rama Laxman Thombre expired on 14/05/1975 leaving behind his wife Krushnabai, three sons Nivrutti, Sopan and Baban and two daughters Shantabai Nivrutti Ranpise and Hirabai Sopan Avhale as his only legal heirs. Accordingly, the names of his sons and wife were mutated in the owner's column of the 7/12 extract and the names of his daughters were mutated on the other right column on the 7/12 extract, vide M. E. No. 1305.

5. It further appears vide ME. No. 1306, that Shantabai Nivrutti Ranpise and Hirabai Sopan Avhale released their respective undivided shares in the said property/ies bearing S. No. 305/3 and 305/5 and other properties in favour of their brothers and mother as mentioned herein above. Accordingly, the names of the said two daughters were deleted from the 7/12 extract.

6. It appears vide ME. No. 1307, that on 24/06/1975 Nivrutti Rama Thombre and others made an application for recording the partition arrived amongst themselves for the ancestral properties owned by them including S. No. 305/3 and 305/5. Accordingly, as per the said partition, the said S. No. 305/3 came to the exclusive share of Mr. Baban Rambhau Thombre. It appears that vide the said partition, property bearing S. No. 305/5 along with other properties was allotted to Smt. Krushnabai Rama Thombre. Accordingly, the names of Mr. Baban Rambhau Thombre and Smt. Krushnabai Rama Thombre was mutated in the 7/12 extracts for their respective properties vide the said ME.

7. It appears that Krushnabai Rama Thombre expired on 16/10/1988 leaving behind her two sons Nivrutti and Baban, two daughters Shantabai Nivrutti Ranpise and Hirabai Sopan Avhale, daughter- in- law Chandrabhaga Sopan Thombre, grandson Balu Sopan Thombre, three grand-daughters Mangala Suresh Ranpise, Ranjana Ramu Chikane and Sunita Sopan Thombre as her only legal heirs. Accordingly, the names of all the heirs were mutated on the revenue record of the property bearing S. No. 305/5, vide M. E. No. 1738.

8. It appears that vide a Sale Deed dated 18/02/1991 Mr. Nirutti Rama Thombre, Baban Rama Thombre, Chandrabhaga Thombre, Balu Sopan Thombre, Dyanoba N. Thombre, Rajendra Nivrutti Zurage for self and as POA holder for above persons sold and transferred the property bearing S. No. 305/3 and 305/5 in favour of Ravindra Ramnarayan Dahad and 7 others. The said Sale Deed dated 18/02/1991 is registered at the Office of Sub registrar, Maval at Sr. No. 316. Accordingly, the names of Ravindra Ramnarayan Dahad and 7 others have been mutated on revenue record of the said property vide M. E. No. 2151.

9. It appears that the owners of S. No. 305 Hissa No. 03 and S. No. 305 Hissa No. 05 filed their returns with the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune. The said Authority vide its Order dated 15/04/1999 declared that the provisions of the ULC Act, 1976 are not applicable to the property bearing S. No. 305/3 and 305/5 and therefore declared the owners as not holding any surplus lands.

10. It appears that vide a Consent Deed dated 22/05/1996, Mrs. Sunit Ankush Sutar, Mrs. Mangala Suresh Ranpise, Mrs. Ranjana Ramu Chikne, Mrs. Shantabai Nivrutti Ranpise and Mrs. Hirabai Sopan Aavhale have consented to the Sale Deed dated 18/02/1991 executed in favour of Ravindra Ramnarayan Dahad and 7 others w.r.t. property bearing S. No. 305/3 and S. No. 305/5. It appears that the said Consent Deed dated 22/05/1996 is registered at the Office of Sub registrar, Mulshi (Paud) at Sr. No. 2031/1996. Accordingly, the names of Mrs. Sunit Ankush Sutar, Mrs. Mangala Suresh Ranpise, Mrs. Ranjana Ramu Chikne, Mrs. Shantabai Nivrutti Ranpise and Mrs. Hirabai Sopan Aavhale were deleted from the 7/12 extract of the said property vide M. E. No. 2175.

11. It appears that vide a Sale Deed dated 29/03/2004, Ravindra Ramnarayan Dahad and 7 others sold and transferred the said property bearing S. No. 305/3 and S. No. 305/5 in favour of Gangasagar Co-op Housing Society Ltd. The said Sale Deed dated 29/03/2004 registered at the Office of Sub registrar, Mulshi (Paud) at Sr. No. 1821. Accordingly, the name of Gangasagar Co-op Housing Society Ltd. has been mutated on 7/12 extract of the said property vide M. E. No. 3409.

12. It appears vide M.E. No. 3422 that vide a letter dated 13/05/2002 bearing no. S.NIM/Bavdhan/ VI.KA/MAHITI/02 issued by the Additional Registrar, Co-op Societies, Paud that no any Society by the name of Bavadhan Vividh Karyakari Seva Co-op Society Ltd., Bavdhan exist under the said Office. Accordingly, on the basis of the said letter, the Tahasildar (Mulshi) vide

its order bearing no. HN/VSHI/793/04deleted the name of the said Society from the other rights column of the 7/12 extract of the said property.

13. It appears that the said Gangasagar Co-operative Housing Society Ltd. has issued a letter dated 19/03/2012 thereby declaring that all the payments for the said property as contemplated in the Sale Deed have been made and that no any amounts are due and payable to the landowners.

14. It further appears that Gangasagar Co-operative Housing Society Ltd. entered into an Agreement to Sale dated 29/11/2014 by and between the Ganga Sagar Cooperative Housing Society Limited as vendor and Goel Ganga Developers (India) Pvt. Ltd as Purchaser.

C. <u>S. No. 305/4</u>

1. It appears from the available documents that the property bearing S. No. 305 Hissa No. 4 admeasuring about 00 Acre 25 Gunthas and assessed at Rs. 01. 40 paisa was owned by Mr. Sakharam Rama Dagde.
2. It appears that vide a Sale Deed dated 22/08/1958, Mr. Sakharam Rama Dagde sold the said property in favour of Mr. Rama Laxman Thombre. Accordingly, the name of Mr. Rama Laxman Thombre was mutated in the 7/12 extract vide ME No. 1081.
3. It appears that with the coming into force of the Standard of Weights and Measures Enforcement Act, 1955, the measurement unit of all the properties was changed from Acres and Gunthas to Hectares and Ares vide ME No. 1178. Accordingly, the area of the said property bearing S. No. 305 hissa no 04 was changed to 00 Hectare 25 Ares and assessed at Rs. 01.25 paisa.
4. It appears that Rama Laxman Thombre expired on 14/05/1975 leaving behind his wife Krushnabai, three sons Nivrutti, Sopan and Baban and two daughters Shantabai Nivrutti Ranpise and Hirabai Sopan Avhale as his only legal heirs. Accordingly, the names of his sons and wife were mutated in the owner's column of the 7/12 extract and the names of his daughters were mutated on the other rights column on the 7/12 extract, vide M. E. No. 1305.
5. It further appears vide ME. No. 1306, that Shantabai Nivrutti Ranpise and Hirabai Sopan Avhale released their respective undivided shares in the said property bearing S. No. 305/4 and other properties in favour of their brothers and mother as mentioned herein above. Accordingly, the names of the said two daughters were deleted from the 7/12 extract vide the said ME.
6. It appears vide ME. No. 1307, that on 24/06/1975 Nivrutti Rama Thombre and others made an application for recording the partition arrived amongst themselves for the ancestral properties owned by them including S. No. 305/4. Accordingly, as per the said partition, the said S. No. 305/4 came to the exclusive share of Smt. Krushnabai Rama Thombre. Accordingly, the names of Smt. Krushnabai Rama Thombre was mutated in the 7/12 extracts of the said property vide the said ME.
7. It appears that Krushnabai Rama Thombre expired on 16/10/1988 leaving behind her two sons Nivrutti and Baban, two daughters Shantabai Nivrutti Ranpise and Hirabai Sopan Avhale, daughter-in-law Chandrabhaga Sopan Thombre, grandson Balu Sopan Thombre, three grand-daughters Mangala Suresh Ranpise, Ranjana Ramu Chikane and Sunita Sopan Thombre as her only legal heirs. Accordingly, the names of all the heirs were mutated on the revenue record of the property bearing S. No. 305 hissa no. 4, vide M. E. No. 1738.

8. It appears that vide a Sale Deed dated 18/02/1991 executed by Mr. Nivrutti Rama Thombre, Dnyaneshwar Nivrutti Thombre sold and transferred an area admeasuring 25 Ares in favour of Ravindra Ramanarayan Dahad and 7 others. It appears that the said Sale Deed dated 18/02/1991 registered at the Office of Sub registrar, Mulshi (Paud) at Sr. No. 318. It appears that after the completion of the registration formalities, the said Sale Deed dated 18/02/1991 was renumbered on 30/12/1992 at Sr. No. 751. Accordingly, the names of Ravindra Ramanarayan Dahad and 7 others have been mutated on the 7/12 extract vide M. E. No. 2152.

9. It appears that vide a Consent Deed dated 16/05/1996, Baban Rambhau Thombre, Balu Sopan Thombre, Smt. Chandrabhaga Sopan Thombre, Mrs. Sunita Ankush Thombre, Mrs. Mangala Suresh Ranpise, Mrs. Ranjana Ramu Chikne, Mrs. Shantabai Nivrutti Ranpise and Mrs. Hirabai Sopan Aavhale have consented to the Sale Deed dated 18/02/1991 executed in favour of Ravindra Ramnarayan Dahad and 7 others. It appears that the said Consent Deed dated 16/05/1996 is registered at the Office of Sub registrar Mulshi (Paud) at Sr. No. 2030/1996. Accordingly, the names of Baban Rambhau Thombare, and others have been deleted from the 7/12 extract of the said property vide M. E. No. 2176.

10. It appears that the owners of S. No. 305 Hissa No. 04 filed their return with the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune. The said Authority vide its Order dated 15/04/1999 declared that the provisions of the ULC Act, 1976 are not applicable to the Property bearing S. No. 305/4 and therefore declared the owners as not holding any surplus lands.

11. It appears that vide a Sale Deed dated 29/03/2004 Mr. Ravindra Ramnarayan Dahad and 7 others sold and transferred the an area admeasuring 00 Hectares 21.04 Ares out of landed property bearing S. no. 305/4 in favour of Gangasagar Co-op Housing Society Ltd. The said Sale Deed dated 29/03/2004 registered at the office of Sub-Registrar Mulshi (Paud) at Sr. No. 1817/2004. Accordingly, the name of Gangasagar Co-op Housing Society Ltd. has been mutated on 7/12 extract of the said property vide M. E. No. 3451.

12. It appears that the said Gangasagar Co-operative Housing Society Ltd. has issued a letter dated 19/03/2012 thereby declaring that all the payments for the said property as contemplated in the Sale Deed have been made and that no any amounts are due and payable to the landowners.

13. It further appears that Gangasagar Co-operative Housing Society Ltd. entered into an Agreement to Sale dated 29/11/2014 by and between the Ganga Sagar Cooperative Housing Society Limited as vendor and Goel Ganga Developers (India) Pvt. Ltd as Purchaser.

D. S. No. 305/6

1. It appears from the perusal of the available documents that the land bearing S. No. 305 Hissa No. 6 admeasuring about 00 Acres 09 Gunthas was originally owned by Mr. Rama Laxman Thombre.

2. It appears vide ME. No. 979, that Ramabhau Laxman Thombre had taken loan from Bavdhan Budruk Society on 10/07/1962 of Rs. 450/- and had mortgaged the said property in favour of the said Society. Accordingly, a charge of the said Society was mutated in the other rights column of the 7/12 extract vide the said ME.

3. It appears vide ME. No. 1178, that with the enforcement of the Weights and Measures Act and Indian Coinage Act, the method of calculation of the area of the properties was changed and the effect of the same was given in the revenue records vide ME No. 1178. Accordingly, the area of

the said landed property bearing S. No. 305 Hissa No. 6, was changed from 00 Acre 09 Gunthas to 00 Hectare 09 Ares.

4. It further appears vide ME. No. 1305, that Rama Laxman Thombre expired on 14/05/1975 leaving behind sons Nivrutti, Sopan and Baban, daughters Shantabai Nivrutti Ranpise, Hirabai Sopan Avhale and wife Krushnabai Rama Thombre as his only legal heirs. Accordingly, the names of the sons and wife were mutated in the owner's column of the 7/12 extract and the name of daughters were mutated in the other rights column.

5. It further appears vide ME. No. 1306, that Shantabai Nivrutti Ranpise and Hirabai Sopan Avhale released their respective undivided shares in the said S. No. 305/6 and other properties in favour of their brothers and mother as mentioned herein above. Accordingly, the names of the said two daughters were deleted from the 7/12 extract vide the said ME.

6. It appears vide ME. No. 1307, that on 24/06/1975 Nivrutti Rama Thombre and others made an application for recording the oral partition arrived amongst themselves for the ancestral properties owned by them including S. No. 305/6. Accordingly, as per the said partition, the said S. No. 305/6 along with other properties was allotted to Sopan Rama Thombre and his name was mutated in the 7/12 extract vide the said ME.

7. It appears vide ME. No. 1371, that Sopan Rama Thombre expired in the year 1975 leaving behind son Balu, daughters Mangal, Ranjana, Sunita and wife Chandrabhaga Sopan Thombre. Accordingly, their names were mutated in the 7/12 extract vide the said ME.

8. It appears that vide a Sale Deed dated 02/09/1987, Chandrabhaga Sopan Thombre for self and as mother and natural guardian for her minor children, sold and transferred the said property in favour of Mrs. Laxmibai Narayan Telkar, Mr. Sudam Gopinath Nandedkar and Mrs. Saraswati Ashok Nazare. The said Sale Deed dated 02/09/1987 is registered at the office of Sub Registrar Maval at Sr. No. 944/1988 on 03/03/1988. Accordingly, the names of the above mentioned purchasers were mutated on the 7/12 extract vide ME. No. 1637.

9. It appears that vide a Sale Deed dated 31/05/1990, Mrs. Laxmibai Narayan Telkar sold and transferred an area admeasuring 00 Hectare 03 Ares out of the total area admeasuring 00 Hectare 9 Ares, to Mrs. Saraswati Ashok Nazare. The said Sale Deed dated 31/05/1990 is registered at the office of Sub Registrar Maval at Sr. No. 2503/1990. Accordingly, the name of Mrs. Saraswati Ashok Nazare was mutated on the 7/12 extract vide ME. No. 1787 for the said area of 03 Ares.

10. Accordingly, Mrs. Saraswati Ashok Nazare was entitled to 06 Ares out of the said property and Mr. Sudam Gopinath Nandedkar was entitled to 03 Ares out of the said property.

11. It appears that vide an Irrevocable Power of Attorney dated 17/01/2004 Mrs. Saraswati Ashok Nazare and Mr. Sudam Gopinath Nandedkar appointed Gangasagar Co-operative Housing Society Ltd. through its Chairman Mr. Atul Jayprakash Goel and Secretary Mr. Amit Jayprakash Goel as their Power of Attorney holder to deal with and dispose off the said property. The said Irrevocable Power of Attorney dated 17/01/2004 is registered at the office of Sub Registrar Mulshi (Paud) at Sr. No. 308/2004.

12. Subsequently, it appears that vide a Sale Deed dated 16/02/2004, Mrs. Saraswati Ashok Nazare and Sudam Gopinath Nandedkar through their POA holder Mr. Atul Goel, sold and transferred an area admeasuring 00 Hectare 09 Ares in favour of Gangasagar Co-operative Housing Society Ltd. The said Sale Deed dated 16/02/2004 is registered at the office of Sub Registrar Mulshi

(Paud) at Sr. No. 933/2004. Accordingly, the name of Gangasagar Co-operative Housing Society Ltd is mutated on the 7/12 extract vide ME. No. 3401.

13. It appears vide M.E. No. 3422 that vide a letter dated 13/05/2002 bearing no. S.NIM/Bavdhan/ VI.KA/MAHITI/02 issued by the Additional Registrar, Co-op Societies, Paud that no any Society by the name of Bavadhan Vividh Karyakari Seva Co-op Society Ltd., Bavdhan exist under the said Office. Accordingly, on the basis of the said letter, the Tahasildar (Mulshi) vide its order bearing no. HN/VSHI/793/04 deleted the name of the said Society from the other rights column of the 7/12 extract of the said property.

14. It appears that the said Gangasagar Co-operative Housing Society Ltd. has issued a letter dated 19/03/2012 thereby declaring that all the payments for the said property as contemplated in the Sale Deed have been made and that no any amounts are due and payable to the landowners.

14. The Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune vide its Order dated 22/01/1999 declared the owners of said S. No. 305/6 as not holding any surplus land and issued a No Objection Certificate to that effect.

15. It further appears that Gangasagar Co-operative Housing Society Ltd. entered into an Agreement to Sale dated 29/11/2014 by and between the Ganga Sagar Cooperative Housing Society Limited as vendor and Goel Ganga Developers (India) Pvt. Ltd as Purchaser.

E. **<u>S. No. 306 / 1, 2 & 3</u>**

A] COMMON S. NO. 306:

1. It appears from the perusal of the available documents that the land bearing S. No. 306 admeasuring 03 Acres 17 Gunthas was originally owned by Laxman Rama Thombre.

2. It appears vide ME. No. 444, that Laxman Rama Thombre expired on 14/08/1942 leaving behind sons Rama Laxman Thombre, Damu Laxman Thombre and Namdeo Laxman Thombre as his only legal heirs. Accordingly, their names were mutated in the 7/12 extract vide the said ME.

3. It appears vide ME. No. 963, that Damu Laxman Thombre had taken loan from Bavdhan Budruk Society on 13/07/1962 of Rs. 300/- and had mortgaged his undivided share in the said S. No. 306 in favour of the said Society. Accordingly, a charge of the said Society was mutated in the other rights column of the 7/12 extract vide the said ME.

4. It appears vide ME. No. 964, that Namdeo Laxman Thombre had taken a loan from Bavdhan Budruk Society on 13/07/1962 of Rs 250/- and had mortgaged his undivided share in the said S. No. 306 in favour of the said Society. Accordingly, a charge of the said Society was mutated in the other rights column of the 7/12 extract vide the said ME.

5. It appears vide ME. No. 986, that Namdeo Laxman Thombre had taken a loan from Bavdhan Budruk Society on 08/07/1962 and had mortgaged his undivided share in the said S. No. 306 in favour of the said Society. Accordingly, a charge of the said Society was mutated in the other rights column of the 7/12 extract vide the said ME.

6. It appears vide copy of ME No. 5606 that vide a letter dt. 08/03/2013, the Additional Registrar, Co-operative Society/ies, Mulshi has clarified that no Society by the name Bavdhan Budruk

Society exists in its records. Accordingly, on an application by Gangasagar Co-operative Housing Society Ltd. to the Talathi, the charge of the said Bavdhan Budruk Society in other rights column of S. no. 306/1 and 339/6/1 has been deleted.

7. It appears that with the enforcement of the Weights and Measures Act and Indian Coinage Act, the method of calculation of the area of the properties was changed and the effect of the same was given in the revenue records vide ME No. 1178. Accordingly, the area of the said landed property bearing S. No. 306, was changed from 03 Acre 17 Gunthas to 01 Hectare 39 Ares inclusive of Pot Kharaba of 02 Ares.

8. It further appears vide ME. No. 1282, that Mahadeo Namdeo Thombre (i.e. the son of Namdeo Thombre) expired on 13/12/1971 leaving behind two sons Sadashiv and Sanjay, daughters Surekha, wife Suman and brothers Kashinath, Suresh and Nathu and mother Parvatibai as his only legal heirs. Accordingly, the names of the above persons were mutated in the 7/12 extract.

9. It thereafter appears vide ME. No. 1304 that Ramu Laxman Thombre, Damu Laxman Thombre and Nathu Namdeo Thombre made an application for correction in the revenue records w.r.t. the said property as per their respective holdings. Accordingly, S. No.306 was divided into three parts and one part each was allotted to each of the members.

10. It appears vide the said ME that S. No. 306/1 adm. 01 Hectare 06 Ares was allotted to Ramu Laxman Thombre, S. No 306/2 adm. 01 Hectare 06 Ares was allotted to Damu Laxman Thombre and S. No. 306/3 adm. 01 Hectare 06 Ares was allotted to Nathu Namdeo Thombre.

11. However, it appears that the said calculations are not tallying with the actual area on the 7/12 extracts. It appears that a correction has been subsequently carried out as regards the areas in each of the said S. Nos. It appears that S. No. 306/1 was corrected to 00 Hectare 48 Ares was allotted to Ramu Laxman Thombre, S. No 306/2 was corrected to 00 Hectare 46 Ares was allotted to Damu Laxman Thombre and S. No. 306/3 was corrected to 00 Hectare 45 Ares was allotted to Nathu Namdeo Thombre.

B] **<u>S. NO. 306 HISSA NO.1</u>**

1. It appears vide ME. No. 1305, that Rama Laxman Thombre expired on 14/05/1975 leaving behind sons Nivrutti, Sopan and Baban, daughters Shantabai Nivrutti Ranpise, Hirabai Sopan Avhale and wife Krushnabai Rama Thombre as his only legal heirs. Accordingly, the names of the sons and wife were mutated in the owner’s column of the 7/12 extract and the name of daughters were mutated in the other rights column vide the said ME.

2. It further appears vide ME. No. 1306, that Shantabai Nivrutti Ranpise and Hirabai Sopan Avhale released their respective undivided shares in the said S. No. 306/1 and other properties in favour of their brothers and mother as mentioned herein above. Accordingly, the names of the said two daughters were deleted from the 7/12 extract vide the said ME.

3. It appears vide ME. No. 1307, that on 24/06/1975 Nivrutti Rama Thombre and others made an application for recording the oral partition arrived amongst themselves for the ancestral properties owned by them including S. No. 306/1. Accordingly, as per the said partition, the said

S. No. 306/1 along with other properties was allotted to Krushnabai Rama Thombre and her name was mutated in the 7/12 extract vide the said ME.

4. It appears vide ME. No. 1738, that Krishnabai Ramabahu Thombre expired on 16/10/1988 leaving behind sons Nivrutti, Baban, Shantabai Nivrutti Ranpise, Hirabai Sopana Awhale, Chandrabhaga Sopan Thombre, Balu Sopan Thombre, Mangala Suresh Ranpise, Ranjana Raju Chikne, Sunita Sopan Thombre, as her only legal heirs. Accordingly, the names of the above persons were mutated in the 7/12 extract vide the said ME.
5. It appears that Baban Rama Thombre expired on 27/05/1998 leaving behind wife Smt. Kamal, sons Vasant, Dattatraya and daughter Sunita Khandu Marne as his only legal heirs. Accordingly, their names were mutated in the 7/12 extract vide ME No. 2844.
6. It appears that vide a Sale Deed dated 18/07/1991, Nivrutti Rama Thombre and 05 others sold and transferred an area admeasuring 01 Hectare 8 Ares to Chandrashekhar Bhalchandra Khare and 16 others. The said Sale Deed dated 18/07/1991 is registered at the office of Joint Sub Registrar Pune at Sr. No. 2/1997. However, as mentioned earlier, the area of said Survey No. has been wrongly mentioned. Accordingly, the names of the above mentioned Purchaser were mutated on 7/12 extract vide ME No. 2693 on 10/09/1998.
7. However, it appears that at the time of noting of the said ME No. 2693, Baban Thombre had expired and his legal heirs were brought on revenue record vide ME No. 2844. Accordingly, the Concerned Revenue officer had rejected / dismissed the said ME. It appears that on an Appeal to the Sub Divisional Officer, Maval Sub Division, the said ME No. 2693 was held proper and the names of the Purchasers were mutated in the 7/12 extract vide ME No. 2982. It further appears that the area of the said S. No. 306/1 was also corrected in the said ME.
8. It further appears that a Confirmation Deed dated 16/05/1996 was executed by Sunita Sopan Thombre, Shantabai Nivrutti Ranpise, Hirabai Sopana Awhale, Mangala Suresh Ranpise and Ranjana Raju Chikne for land admeasuring 01 Hectare 8 Ares in favour of Chandrashekhar Bhalchandra Khare and 16 others, thereby confirming the above said Sale Deed. The said Confirmation Deed dated 16/05/1996 is registered at the office of Sub Registrar Mulshi (Paud) at Sr. No. 2032/1996.
9. It appears that subsequently, vide a Sale Deed dated 09/07/2004 Chandrashekhar Bhalchandra Khare and 6 others sold and transferred an area admeasuring 00 Hectare 22.45 Ares out of S. No. 306/1, totally adm. 48 Ares to Gangasagar Co-op Housing Society ltd. The said Sale Deed dated 09/07/2004 is registered at the office of Sub Registrar Mulshi, at Sr. No.3894/2004. Accordingly, the name of Gangasagar Co-op Housing Society ltd. was mutated in the 7/12 extract vide ME No. 3459.
10. However, in spite of execution of Confirmation Deed dated 16/05/1996 by Shantabai Nivrutti Ranpise, Hirabai Sopan Avhale Mangala Suresh Ranpise and Ranjana Raju Chikne in favour of Chandrashekhar Bhalchandra Khare and 16 others, their names were still appearing in the other rights column of the 7/12 extract of the property bearing S. No. 306/1. It appears vide ME no. 5586 that in view of the said Confirmation Deed dated 16/05/1996, the names of the said

Shantabai Nivrutti Ranpise and others was deleted from the other rights column of the 7/12 extract.

11. It appears that further vide a Sale Deed dated 25/10/2004, Ramabai Hari Kanade and 09 others sold and transferred an area admeasuring 00 Hectare 25.55 Ares out of S. No. 306/1, totally adm. 00 Hectare 48 Ares to Gangasagar Co-op Housing Society Ltd. The said Sale Deed dated 25/10/2004 is registered at the office of Sub Registrar Mulshi at Sr. No 5966/2004. Accordingly, the name of Gangasagar Co-op Housing Society ltd. was mutated in the 7/12 extract vide ME No. 3490.

12. It further appears that Gangasagar Co-operative Housing Society Ltd. entered into an Agreement to Sale dated 29/11/2014 by and between the Ganga Sagar Cooperative Housing Society Limited as vendor and Goel Ganga Developers (India) Pvt. Ltd as Purchaser.

C] <u>S. NO. 306 HISSA NO. 2</u>

1. It appears from the perusal of the available documents that the land bearing S. No. 306 Hissa No. 2, adm. 00 Hectare 46 was originally owned by Damu Laxman Thombre. Accordingly, the name of Damu Laxman Thombre was mutated in the 7/12 extract vide ME. No. 304.

2. It appears vide ME No. 1473, that Damu Laxman Thombre expired on 28/11/1982 leaving behind son Dadabhau Damu Thombre as his only legal heir. Accordingly, his name was mutated vide the said ME.

3. It appears that vide a Sale Deed dated 13/01/2005 Shri Dadabhau Damu Thombre and others sold and transferred an area adm. 46 Ares in favour of Gangasagar Co-op Housing Society Ltd. The said Sale Deed dated 13/01/2005 is registered at the office of the Sub Registrar, Mulshi at Sr. No. 512/2005 on 25/01/2005. However, during the registration of the said Sale Deed dated 13/01/2005, one of the owners i.e. Mrs. Vidya Santosh Kokate was absent. Accordingly, the said Sale Deed dated 13/01/2005 was rejected for registration for Mrs. Vidya Santosh Kokate.

4. It appears that vide a Confirmation Deed dated 05/12/2005, the Sale Deed dated 13/01/2005 was subsequently registered. The said Confirmation Deed is registered at the office of Sub Registrar Haveli No. 6 at Sr. No. 7379/2005. Accordingly, the name of Gangasagar Co-operative Housing Ltd was mutated in the 7/12 extract vide ME No. 4034.

5. It further appears that Gangasagar Co-operative Housing Society Ltd. entered into an Agreement to Sale dated 29/11/2014 by and between the Ganga Sagar Cooperative Housing Society Limited as vendor and Goel Ganga Developers (India) Pvt. Ltd as Purchaser.

D]<u>S. NO 306 HISSA NO. 3</u>

1. It appears from the perusal of the documents furnished that the land bearing S. No 306 Hissa No. 3 was owned by Nathu Namdeo Thombre, Karta, HUF.

2. It further appears vide ME. No. 2173, that on an application made by Sadashiv Namdeo Thombre, the name of Nathu Namdeo Thombre, Karta, HUF was deleted and the names of the following persons were mutated in the 7/12 extract of the property viz., Sadashiv and Sanjay

Mahadeo Thombre, Surekha Mahadeo Thombre, Suman Mahadeo Thombre, Kashinath, Suresh and Nathu Namdeo Thombre and Parvatibai Namdeo Dagade.

3. It appears that thereafter vide a Sale Deed dated 21/09/1995 Sadashiv Mahadeo Thombre and 05 others sold and transferred an area admeasuring 00 Hectare 11.3 Ares out of the 00 Hectare 45 Ares of S. No. 306/3 to Ashok Dattatraya Abdagiri. The said Sale Deed dated 21/09/1995 is registered at the office of Sub Registrar Mulshi at Serial No. 3026/1995..

4. It appears that an area adm. 4,500 sq. mts out of the said S. No. 306/3 was declared excess by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune. Accordingly, the said portion was acquired from the share of Nathu and Kashinath Namdev Thombre and effect of the same was given vide ME. No. 2706 on the other rights column of the 7/12 extract.

5. It appears that subsequently, the case was remanded back and the Deputy Collector and Competent Authority, Pune Urban Agglomeration, Pune vide its Order dated 11/07/2000 declared the said persons as not holding any surplus land. Accordingly, the entry of ULC was deleted from the other rights column of 7/12 extract vide ME No. 3470.

6. It appears vide ME. No. 3067, Ashok Dattatray Abdagiri expired on 04/05/2000 leaving behind wife Mrs. Shobha Ashok Abdagiri, sons Rahul Ashok Abdagiri and Mukul Ashok Abdagiri as his only legal heirs. Accordingly, their names were mutated in the 7/12 extract vide the said ME.

7. It appears that vide a Sale Deed dated 16/02/2004, Nathu Namdeo Thombre and others sold an area admeasuring 00 Hectare 33.7 Ares out of the total area admeasuring 00 Hectare 45 Ares of the S. No. 306 Hissa No 3, to Gangasagar Co-op Housing Society Ltd. The said Sale Deed is registered at the office of Sub Registrar, Mulshi at Sr. No. 930/2004. Accordingly, the name of Gangasagar Co-op Housing Society Ltd. was mutated vide ME No. 3399.

8. It appears that thereafter vide a Sale Deed dated 08/08/2011, Mrs. Shobha Ashok Abdagiri and others sold an area admeasuring 00 Hectare 11.30 Ares out of the total area admeasuring 00 Hectare 45 Ares to Goel Ganga Developers (India) Pvt. Ltd. The said Sale Deed dated 08/08/2011 is registered at the office of Sub Registrar Haveli No. 10 at Sr. No. 9370/2011.

9. It appears that vide a Deed of Exchange dated 21/11/2011, Gangasagar Co-op Housing Society Ltd. exchanged an area admeasuring 6. 25 Ares out of said S. No. 306/3 with M/s Sable Construction Company. In exchange, Gangasagar Co-op Housing Society Ltd. has received 6.25 Ares from M/s Sable Construction Company in S. No. 339/12. The said Deed of Exchange dated 21/11/2011 is registered at the office of Sub Registrar Haveli No. 10 at Sr. No. 13491/2011. Accordingly, mutation as regards the said exchange has been carried out in the 7/12 extract vide ME No. 5392.

10. It appears that the recitals (Para No. 1 of page no. 4 of the Exchange Deed) wrongly mentions the Sale deed dated 08/08/2011 as the Sale Deed of Gangasagar Co-operative Housing Society Ltd. instead of Goel Ganga Developers (India) Pvt Ltd. and the property which is the subject matter of the said Sale Deed dated 08/08/2011 as the property of Gangasagar Co-operative Housing Society Ltd.

11. It appears that vide a Correction Deed dated 06/03/2012 Gangasagar Co-operative Housing Society Ltd. and M/s Sable Construction Company have rectified the said typographical error in the Sale Deed dated 08/08/2011. The said Correction Deed dated 06/03/2012 is registered at the office of Sub Registrar Haveli No. 10 at Serial No. 2715.
12. It further appears that vide a Deed of Conveyance dated 21/11/2011, Gangasagar Co-operative Housing Society Ltd. sold and transferred an area admeasuring about 03 Ares carved out of the said S. No. 306, hissa No. 3 in favour of M/s Sable Construction Company. The said Deed of Conveyance dated 21/11/2011 is registered at the office of Sub Registrar, Haveli No. 10 at Sr. No. 13492.
13. It appears that vide a Correction Deed dated 06/03/2012 Gangasagar Co-operative Housing Society Ltd. and M/s Sable Construction Deed of Conveyance dated 21/11/2011 have rectified certain typographical error in the Deed of Conveyance dated 21/11/2011. The said Correction Deed dated 06/03/2012 is registered at the office of Sub Registrar Haveli No. 10 at Serial No. 2714.
14. It appears that the said Gangasagar Co-operative Housing Society Ltd. has issued a letter dated 19/03/2012 thereby declaring that all the payments for the said property as contemplated in the respective Sale Deeds have been made and that no any amounts are due and payable to the landowners.
15. It further appears that Gangasagar Co-operative Housing Society Ltd. entered into an Agreement to Sale dated 29/11/2014 by and between the Ganga Sagar Cooperative Housing Society Limited as vendor and Goel Ganga Developers (India) Pvt. Ltd as Purchaser.

E. <u>S. No. 339/1/1</u>

1. It appears from the available documents that the property bearing S. No. 339 Hissa No. 1 admeasuring about 01 H 37.1 R was originally owned by Mr. Babu Raghu Dagade.
2. It appears that the said property bearing S. No. 339, Hissa No. 1 was a “Patil Inam” land. It appears that after the implementation of the Maharashtra Inam Lands Abolition Act, the said Patil Inam was abolished and the property was granted on new tenure. Accordingly, the same was recorded in the revenue records vide ME No. 1087. Vide the said ME, it was further declared that till the payment of the price fixed for the said re-grant, the name of the Government would be mentioned in the 7/12 extract of the said property.
3. It appears that due to the default of payment of the possession price determined by the Government, the name of Government was mutated on the said property and the remark of “Sarkar Akari Pad” was mutated in the revenue records of the said property vide ME No. 1150.
4. It appears that with the enforcement of the Standard of Weights and Measures Enforcement Act, 1955, the area of the said property was changed from Acres and Gunthas to Hectares and Ares vide ME No. 1178. Accordingly, the area of the said property was changed to 01 Hectare 37.2 Ares.

5. It appears vide ME no. 1181, that in the meanwhile, Babu Raghu Dagade expired intestate, leaving behind son Nivrutti Babu Dagade. It further appears from the said ME that on the payment of the possession price as determined by the Government, the remark of "Sarkari Akari Pad" was deleted from the 7/12 extract and the name of Nivrutti Babu Dagade was mutated thereon. Further, the said S. No. 339/1 was re-granted on "Old Tenure".

6. It appears that Nivrutti Babu Dagade divided the said S. No. 339/1 amongst his three sons in the following manner:

   i. S. No. 339/1/1 admeasuring about 45.1 Ares was allotted to Chintamani Nivrutti Dagade;
   ii. S. No. 339/1/2 admeasuring about 46 Ares was allotted to Tanhaji Nivrutti Dagade;
   iii. S. No. 339/1/3 admeasuring about 46 Ares was allotted to Ganpat Nivrutti Dagade;

Accordingly, on an application by Nivrutti Babu Dagade to the concerned revenue officer, the above partition was recorded in the 7/12 extract vide ME No. 1595.

7. It appears from ME No. 1935 that on the payment of the possession price as mentioned above, the said properties bearing S. No. 339/1/1, 339/1/2 and 339/1/3 were re-granted to their respective Owners on "Old Tenure", subject to the conditions that the said property would be used for agricultural purposes and that in the event the said properties are used for non agricultural purposes, an amount equivalent to 50% of the prevalent market price would be paid to the government as Nazrana amount.

8. It appears that vide a Sale Deed dated 09/04/1992, Mr. Nivrutti Dagade, Mr. Chintaman N. Dagade, Mr. Tanhaji N. Dagade and Mr. Ganpat N. Dagade sold and transferred an area admeasuring 00 Hectare 5.6 Ares out of the said S. No. 339/1/1 in favour of Mr. Uttamkumar Soni. The said Sale Deed dated 09/04/1992, is registered at the Office of Sub Registrar, Mulshi at Sr. No.1732. Accordingly, the name of Mr. Uttamkumar Soni was mutated in the revenue records vide ME No. 2435. It appears that on the furnishing of the Zone Certificate as well as proof of being agriculturist, the name of Mr. Uttamkumar Soni was mutated in the revenue records vide ME no. 2821.

9. It appears that vide a Sale Deed dated 09/04/1992, Mr. Nivrutti Dagade, Mr. Chintaman N. Dagade, Mr. Tanhaji N. Dagade and Mr. Ganpat N. Dagade sold and transferred an area admeasuring 00 Hectare 4.6 Ares out of the said S. No. 339/1/1 in favour of Mr. Shyamsundar Mulay. The said Sale Deed dated 09/04/1992, is registered at the Office of Sub Registrar, Mulshi at Sr. No. 1165. Accordingly, the name of Mr. Shyamsundar Mulay was mutated in the revenue records vide ME No. 2436. It appears that on the furnishing of the Zone Certificate as well as proof of being agriculturist, the name of Mr. Shyamsundar Mulay was mutated in the revenue records vide ME no. 2819.

10. It appears that vide a Sale Deed dated 09/04/1992, Mr. Nivrutti Dagade, Mr. Chintaman N. Dagade, Mr. Tanhaji N. Dagade and Mr. Ganpat N. Dagade sold and transferred an area admeasuring 00 Hectare 4.6 Ares out of the said S. No. 339/1/1 in favour of Mrs. Shalini Panch. The said Sale Deed dated 09/04/1992, is registered at the Office of Sub Registrar, Mulshi at Sr.

No. 1166. Accordingly, the name of Mrs. Shalini Panch was mutated in the revenue records vide ME No. 2502. It appears that on the furnishing of the Zone Certificate as well as proof of being agriculturist, the name of Mrs. Shalini Panch was mutated in the revenue records vide ME no. 2852.

11. It appears that vide a Sale Deed dated 09/04/1992, Mr. Nivrutti Dagade, Mr. Chintaman N. Dagade, Mr. Tanhaji N. Dagade and Mr. Ganpat N. Dagade sold and transferred an area admeasuring 00 Hectare 4.6 Ares out of the said S. No. 339/1/1 in favour of Mr. Sanjay Khedekar. The said Sale Deed dated 09/04/1992, is registered at the Office of Sub Registrar, Mulshi at Sr. No. 1167. Accordingly, the name of Mr. Sanjay Khedekar was mutated in the revenue records vide ME No. 2503. It appears that on the furnishing of the Zone Certificate as well as proof of being agriculturist, the name of Mr. Sanjay Khedekar was mutated in the revenue records vide ME no. 2853.

12. It appears that vide a Sale Deed dated 09/04/1992, Mr. Nivrutti Dagade, Mr. Chintaman N. Dagade, Mr. Tanhaji N. Dagade and Mr. Ganpat N. Dagade sold and transferred an area admeasuring 00 Hectare 2.75 Ares out of the said S. No. 339/1/1 in favour of Mrs. Mrudula Jayant Buit. The said Sale Deed dated 09/04/1992, is registered at the Office of Sub Registrar, Mulshi at Sr. No. 1168. Accordingly, the name of Mrs. Mrudula Jayant Buit was mutated in the revenue records vide ME No. 2501. It appears that on the furnishing of the Zone Certificate as well as proof of being agriculturist, the name of Mrs. Mrudula Jayant Buit was mutated in the revenue records vide ME no. 2851.

13. It appears that vide a Sale Deed dated 20/06/1996, Mr. Chintaman Nivrutti Dagade and another sold and transferred an area admeasuring about 00 Hectare 3.8 Ares out of the said S. No. 339/1/1 in favour of Mr. Suhas Ramchandra Tuljapurkar. The said Sale Deed dated 20/06/1996 is registered at the office of Sub Registrar, Mulshi at Sr. No. 2625/1996. Accordingly, the name of Mr. Suhas Ramchandra Tuljapurkar has been mutated in revenue records vide ME No. 2351.

14. It appears that vide a Sale Deed dated 24/06/1996, Mr. Chintaman Nivrutti Dagade and another sold and transferred an area admeasuring about 00 Hectare 10 Ares out of the said S. No. 339/1/1 in favour of Shiv Vishwambharnath Sharma and Mrs. Vidya Shiv Sharma. The said Sale Deed dated 24/06/1996 is registered at the office of Sub Registrar, Mulshi at Sr. no. 2622. Accordingly, the names of Shiv Vishwambharnath Sharma and Mrs. Vidya Shiv Sharma have been mutated on the revenue records vide ME No. 2350.

15. It appears that vide a Sale Deed dated 24/06/1996, Mr. Chintaman Nivrutti Dagade and another sold and transferred an area admeasuring about 00 Hectare 05 Ares out of the said S. No. 339/1/1 in favour of Shiv Vishwambharnath Sharma and Ms. Shraddha Shiv Sharma. The said Sale Deed dated 24/06/1996 is registered at the office of Sub Registrar, Mulshi at Sr. no. 2621. Accordingly, the name of Shiv Vishwambharnath Sharma and Ms. Shraddha Shiv Sharma have been mutated on the revenue records vide ME No. 2349.

16. It appears that vide a Sale Deed dated 26/09/2007, Mr. Shiv Vishwambharnath Sharma and Mrs. Vidya Shiv Sharma sold and transferred the said area admeasuring 10 Ares in favour of Mrs.

Shobha S. Dagur and Mr. Suresh V. Dagur. The said Sale Deed dated 26/09/2007 is registered at the office of Sub Registrar, Haveli no. 1 at Sr. no. 7596/2007.

17. It appears that vide another Sale Deed dated 26/09/2007, Mr. Shiv Vishwambharnath Sharma and Ms. Shraddha Shiv Sharma sold and transferred the said area admeasuring 05 Ares in favour of Mrs. Shobha S. Dagur and Mr. Suresh V. Dagur. The said Sale Deed dated 26/09/2007 is registered at the office of Sub Registrar, Haveli no. 1 at Sr. no. 7597/2007. Accordingly, the names of Mrs. Shobha S. Dagur and Mr. Suresh V. Dagur have been mutated on the revenue records vide ME Nos. 4082 and 4083.

18. It appears that vide an Articles of Development Agreement dated 25/04/2005, Mr. Uttamkumar Soni granted the development rights in respect of his holding out of the said S. No. 339/1/1 in favour of M/s. Desai and Gaikwad, A partnership Firm and also executed an Irrevocable Power of Attorney in favour of Mr. Chetan Gaikwad and / or Mr. Dattatraya Gaikwad. The said Articles of Development Agreement and Irrevocable Power of Attorney both dated 25/04/2005 are registered at the office of Sub Registrar, Haveli no. 19 at Sr. no. 222/05 and 223/05, respectively.

19. It appears that vide an Articles of Development Agreement dated 13/04/2005, Mr. Shyamsunder Shankar Mulay granted the development rights in respect of his holding out of the said S. No. 339/1/1 in favour of M/s. Desai and Gaikwad, A partnership Firm and also executed an Irrevocable Power of Attorney in favour of Mr. Chetan Gaikwad and / or Mr. Dattatraya Gaikwad. The said Articles of Development Agreement and Irrevocable Power of Attorney both dated 13/04/2005 are registered at the office of Sub Registrar, Haveli no. 19 at Sr. no. 65/05 and 66/05, respectively.

20. It appears that vide an Articles of Development Agreement dated 26/04/2005, Mrs. Shalini Panch granted the development rights in respect of her holding out of the said S. No. 339/1/1 in favour of M/s. Desai and Gaikwad, A partnership Firm and also executed an Irrevocable Power of Attorney in favour of Mr. Chetan Gaikwad and / or Mr. Dattatraya Gaikwad. The said Articles of Development Agreement and Irrevocable Power of Attorney both dated 26/04/2005 are registered at the office of Sub Registrar, Haveli no. 19 at Sr. no. 234/05 and 235/05, respectively.

21. It appears that vide an Articles of Development Agreement dated 13/04/2005, Mr. Sanjay Khedekar granted the development rights in respect of his holding out of the said S. No. 339/1/1 in favour of M/s. Desai and Gaikwad, A partnership Firm and also executed an Irrevocable Power of Attorney in favour of Mr. Chetan Gaikwad and / or Mr. Dattatraya Gaikwad. The said Articles of Development Agreement and Irrevocable Power of Attorney both dated 13/04/2005 are registered at the office of Sub Registrar, Haveli no. 19 at Sr. no. 62/05 and 63/05, respectively.

22. It appears that vide an Articles of Development Agreement dated 26/04/2005, Mrs. Mrudul Jayant Buit granted the development rights in respect of her holding out of the said S. No. 339/1/1 in favour of M/s. Desai and Gaikwad, A partnership Firm and also executed an Irrevocable Power of Attorney in favour of Mr. Chetan Gaikwad and / or Mr. Dattatraya Gaikwad. The said Articles of Development Agreement and Irrevocable Power of Attorney both dated 26/04/2005 are registered at the office of Sub Registrar, Haveli no. 19 at Sr. no. 236/05 and 237/05, respectively.

23. It appears that subsequently, vide a Deed of Conveyance dated 27/07/2011, the above mentioned owners through their POA Holder Mr. Dattatraya Gaikwad sold and transferred the said Property in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Deed of Conveyance dated 27/07/2011 is registered at the office of Sub Registrar, Haveli no. 10 at Sr. No. 8840/2011. Accordingly, the name of Goel Ganga Developers (India) Pvt. Ltd. has been mutated in the revenue records vide ME No. 5359.

24. It appears that vide a Sale Deed dated 24/08/2011, Mr. Suhas Ramchandra Tuljapurkar, Mr. Suresh Dagur and Mrs. Shobha Suresh Dagur sold and transferred an area admeasuring about 18.80 Ares out of the said S. No. 339/1/1 in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Sale Deed dated 24/08/2011 is registered at the office of Sub Registrar, Haveli no. 10 at Sr. No. 9982/2011. Accordingly, the name of Goel Ganga Developers (India) Pvt. Ltd. has been mutated in the revenue records vide ME No. 5363.

25. It appears that in the meanwhile, vide a Development Agreement dated 13/07/2007 the said Mr. Chintaman N. Dagade and others granted the development rights in respect of the entire S. No. 339/1/1 admeasuring about 00 Hectare 45.1 Ares in favour of M/s. Samrat Builders and Developers and also executed a Power of Attorney dated 13/07/2007 to that effect in favour of in favour of M/s. Samrat Builders and Developers. The said Development Agreement as well as Power of Attorney both dated 13/07/2007 are registered at the Office of Sub Registrar, Haveli no. 9 at Sr. Nos. 5961 and 5962.

26. It appears that subsequently vide a Deed of Cancellation dated 10/04/2012, the said Mr. Chintaman N. Dagade and others cancelled the said Development Agreement dated 13/07/2007 executed in favour of M/s. Samrat Builders and Developers. The said Deed of Cancellation dated 10/04/2012 is registered at the office of Sub Registrar, Haveli no. 10 at Sr. no. 4233.

27. It appears that vide a Sale Deed dated 10/04/2012, Mr. Chintaman N. Dagade and others sold and transferred an area admeasuring about 1.15 Ares out of the said S. No. 339/1/1 in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Sale Deed dated 10/04/2012 is registered at the office of Sub Registrar, Haveli no. 10 at Sr. No. 4234/2012. Accordingly, the name of Goel Ganga Developers (India) Pvt. Ltd. has been mutated in the revenue records vide ME No. 5464.

F. <u>S. No. 339/1/3</u>

1. It appears from the available documents that the property bearing S. No. 339 Hissa No. 1 was originally owned by Mr. Babu Raghu Dagade.

2. It appears that Babu Raghu Dagade expired intestate, leaving behind son Nivrutti Babu Dagade as his legal heirs. Accordingly, the name of the above person was mutated in revenue records vide ME no. 1181.

3. It appears that the said property bearing S. No. 339, Hissa No. 1 was a “Patil Inam” land. It appears that after the implementation of the Maharashtra Inam Lands Abolition Act, the said Patil Inam was abolished and the property was granted on new tenure. Accordingly, the same

was recorded in the revenue records vide ME No. 1087. Vide the said ME, it was further declared that till the payment of the price fixed for the said re-grant, the name of the Government would be mentioned in the 7/12 extract of the said property.

4. It appears that due to the default of payment of the possession price determined by the Government, the name of Government was mutated on the said property and the remark of “Sarkar Akari Pad” was mutated in the revenue records of the said property vide ME No. 1150.
5. It appears that with the enforcement of the Standard of Weights and Measures Enforcement Act, 1955, the area of the said property was changed from Acres and Gunthas to Hectares and Ares vide ME No. 1178. Accordingly, the area of the said property was changed to 01 Hectare 37.1 Ares.

It appears that Nivrutti Babu Dagade divided the said S. No. 339/1 amongst his three sons in the following manner:

S. No. 339/1/1 admeasuring about 45.1 Ares was allotted to Chintamani Nivrutti Dagade;

S. No. 339/1/2 admeasuring about 46 Ares was allotted to Tanhaji Nivrutti Dagade;

S. No. 339/1/3 admeasuring about 46 Ares was allotted to Ganpat Nivrutti Dagade;

Accordingly, on an application by Nivrutti Babu Dagade to the concerned revenue officer, the above partition was recorded in the 7/12 extract vide ME No. 1595.

6. It appears from ME No. 1935 that on the payment of the possession price as mentioned above, the said property/ies bearing S. No. 339/1/1, 339/1/2 and 339/1/3 were re-granted to their respective Owners on “Old Tenure”, subject to the conditions that the said property would be used for agricultural purposes and that in the event the said properties are used for non agricultural purposes, an amount equivalent to 50% of the prevalent market price would be paid to the government as Nazrana amount.
7. It appears that subsequently, vide an Agreement dated 26/06/1989, Mr. Ganpat N. Dagade agreed to sell and assigned the rights in the said property bearing S. No. 339/1/3 in favour of Mr. Ashok Dattatraya Abdagiri. The said Agreement dated 26/06/1989 is registered at the office of Jt. District Registrar, at Sr. no. 3490.
8. It appears that vide a Sale Deed dated 30/12/1997, Mr. Ganpat N. Dagade with the consent of Mr. Ashok Dattatraya Abdagiri sold and transferred an area admeasuring 00 Hectare 4.6 Ares out of the said S. No. 339/1/3 in favour of Mr. Sushant Koshti. The said Sale Deed dated 30/12/1997, is registered at the Office of Sub Registrar, Mulshi at Sr. No. 2875/99. Accordingly, the name of Mr. Sushant Koshti was mutated in the revenue records vide ME No. 2850.
9. It appears that vide a Sale Deed dated 30/12/1997, Mr. Ganpat N. Dagade with the consent of Mr. Ashok Dattatraya Abdagiri sold and transferred an area admeasuring 00 Hectare 4.6 Ares out of the said S. No. 339/1/3 in favour of Mr. Nandlal Verma. The said Sale Deed dated

30/12/1997, is registered at the Office of Sub Registrar, Mulshi at Sr. No. 3618/2002. Accordingly, the name of Mr. Nandlal Verma was mutated in the revenue records vide ME No. 3208.

10. It appears that vide a Sale Deed dated 30/12/1997, Mr. Ganpat N. Dagade with the consent of Mr. Ashok Dattatraya Abdagiri sold and transferred an area admeasuring 00 Hectare 4.6 Ares out of the said S. No. 339/1/3 in favour of Mrs. Gurjit Buddharaja. The said Sale Deed dated 30/12/1997, is registered at the Office of Sub Registrar, Mulshi at Sr. No. 1797/1998. Accordingly, the name of Mrs. Gurjit Buddharaja was mutated in the revenue records vide ME No. 3291.

11. It appears that vide a Sale Deed dated 30/12/1997, Mr. Ganpat N. Dagade with the consent of Mr. Ashok Dattatraya Abdagiri sold and transferred an area admeasuring 00 Hectare 4.6 Ares out of the said S. No. 339/1/3 in favour of Mrs. Sapna Chauhan. The said Sale Deed dated 30/12/1997, is registered at the Office of Sub Registrar, Mulshi at Sr. No. 1798. Accordingly, the name of Mrs. Sapna Chauhan was mutated in the revenue records vide ME No. 3292.

12. It appears that vide a Sale Deed dated 30/12/1997, Mr. Ganpat N. Dagade with the consent of Mr. Ashok Dattatraya Abdagiri sold and transferred an area admeasuring 00 Hectare 4.6 Ares out of the said S. No. 339/1/3 in favour of Mrs. Sarita Luthara. The said Sale Deed dated 30/12/1997, is registered at the Office of Sub Registrar, Mulshi at Sr. No. 1794/1998. Accordingly, the name of Mrs. Sarita Luthara was mutated in the revenue records vide ME No. 3293.

13. It appears that vide a Sale Deed dated 30/12/1997, Mr. Ganpat N. Dagade with the consent of Mr. Ashok Dattatraya Abdagiri sold and transferred an area admeasuring 00 Hectare 4.6 Ares out of the said S. No. 339/1/3 in favour of Mr. Shriram Bacche. The said Sale Deed dated 30/12/1997, is registered at the Office of Sub Registrar, Mulshi at Sr. No. 1792/1998. Accordingly, the name of Mr. Shriram Bacche was mutated in the revenue records vide ME No. 3294.

14. It appears that vide an Articles of Development Agreement dated 21/04/2005, Mr. Sushant Koshti granted the development rights in respect of his holding out of the said S. No. 339/1/3 in favour of M/s. Desai and Gaikwad, A partnership Firm and also executed an Irrevocable Power of Attorney in favour of Mr. Chetan Gaikwad and / or Mr. Dattatraya Gaikwad. The said Articles of Development Agreement and Irrevocable Power of Attorney both dated 21/04/2005 are registered at the office of Sub Registrar, Haveli no. 19 at Sr. no. 184/05 and 185/05, respectively.

15. It appears that vide an Articles of Development Agreement dated 04/08/2005, Mr. Nandlal Verma granted the development rights in respect of his holding out of the said S. No. 339/1/3 in favour of M/s. Desai and Gaikwad, A partnership Firm and also executed an Irrevocable Power of Attorney in favour of Mr. Chetan Gaikwad and / or Mr. Dattatraya Gaikwad. The said Articles of Development Agreement and Irrevocable Power of Attorney both dated 04/08/2005 are registered at the office of Sub Registrar, Haveli no. 19 at Sr. no. 2113/05 and 2114/05, respectively.

16. It appears that vide an Articles of Development Agreement dated 03/05/2005, Mrs. Gurjit Budhraja granted the development rights in respect of her holding out of the said S. No. 339/1/3 in favour of M/s. Desai and Gaikwad, A partnership Firm and also executed an Irrevocable Power of Attorney in favour of Mr. Sunil Avhad and / or Mr. Dattatraya Gaikwad. The said Articles of Development Agreement and Irrevocable Power of Attorney both dated 03/05/2005 are registered at the office of Sub Registrar, Haveli no. 19 at Sr. no. 339/05 and 340/05, respectively.

17. It appears that vide an Articles of Development Agreement dated 03/05/2005, Mrs. Sapna Chauhan granted the development rights in respect of her holding out of the said S. No. 339/1/3 in favour of M/s. Desai and Gaikwad, A partnership Firm and also executed an Irrevocable Power of Attorney in favour of Mr. Sunil Avhad and / or Mr. Dattatraya Gaikwad. The said Articles of Development Agreement and Irrevocable Power of Attorney both dated 03/05/2005 are registered at the office of Sub Registrar, Haveli no. 19 at Sr. no. 343/05 and 344/05, respectively.

18. It appears that vide an Articles of Development Agreement dated 03/05/2005, Mrs. Sarita Luthara granted the development rights in respect of her holding out of the said S. No. 339/1/3 in favour of M/s. Desai and Gaikwad, A partnership Firm and also executed an Irrevocable Power of Attorney in favour of Mr. Sunil Avhad and / or Mr. Dattatraya Gaikwad. The said Articles of Development Agreement and Irrevocable Power of Attorney both dated 03/05/2005 are registered at the office of Sub Registrar, Haveli no. 19 at Sr. no. 341/05 and 342/05, respectively.

19. It appears that vide an Articles of Development Agreement dated 31/05/2005, Mr. Shriram Bache granted the development rights in respect of his holding out of the said S. No. 339/1/3 in favour of M/s. Desai and Gaikwad, A partnership Firm and also executed an Irrevocable Power of Attorney in favour of Mr. Chetan Gaikwad and / or Mr. Dattatraya Gaikwad. The said Articles of Development Agreement and Irrevocable Power of Attorney both dated 31/05/2005 are registered at the office of Sub Registrar, Haveli no. 19 at Sr. no. 951/05 and 952/05, respectively.

20. It appears that subsequently, vide a Deed of Conveyance dated 27/07/2011, the above mentioned owners through their POA Holder Mr. Dattatraya Gaikwad and Sunil Avhad sold and transferred the above said Property admeasuring 27.6 Ares in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Deed of Conveyance dated 27/07/2011 is registered at the office of Sub Registrar, Haveli no. 10 at Sr. No. 8840/2011. Accordingly, the name of Goel Ganga Developers (India) Pvt. Ltd. has been mutated in the revenue records vide ME No. 5359.

21. It appears that the Sale Deed dtd. 14/05/1992 vide no. 1967/1992 registered in the office of Sub Registrar Mulashi (Puad) Pune and Shri Ganpat Nivrutti Dagade has assigned, transferred and conveyed the part and portion of land admeasuring 00H-10 Are out of 00H-46 Are bearing survey no. 339 hissa no. 1/3 in favour of Mrs. Usha Muralimanohar Kashyap [00H-4 Are] and Mrs. Vaishali Vilas Raikar [00H-6 Are].

22. It appears that vide Sale Deed and Power of Attorney dtd. 09/09/2016 registered at serial no. 12724/2016 and 12426/2016 dtd. 09/09/2016 respectively in the office of Sub Registrar Haveli No. 10, Pune by Mrs. Usha Muralimanohar Kashyap and Mrs. Vaishali Vilas Raikar and Goel

Ganga Developers (I) Pvt. Ltd. thru its Director Shri. Jaiprakash Sitaram Goel for the piece and parcel of the land adm. 00H-46 R out of Survey No. 339 Hissa No. 1/2 and land admeasuring 00H-10R out of survey no. 339 Hissa No. 1/3 situate, lying and being at Village Bavdhan Budruk, Tal- Mulashi, Dist-Pune, within the limits of Grampanchayat, Village- Bavdhan Budruk, Taluka-Mulashi, District-Pune.

Pertaining to 04 Areas

1. It appears that vide a Sale deed dated 10/06/1992, Mr. Ganpat Nivrutti Dagade with the consent of Mr. Ashok Abdagiri sold and transferred an area adm. 04 Ares out of S. No. 339/1/3 in favour of Mrs. Sheetal Vasant Kawade. The said Sale deed dated 10/06/1992 is registered at the Office of Sub Registrar, Mulshi (Paud) at Sr. No. 1967/92. Accordingly, the name of Mrs. Sheetal Vasant Kawade has been mutated in the revenue records vide ME No. 2751.

2. It appears that subsequently, vide a Sale Deed dated 15/12/2004, Mrs. Sheetal Vasant Kawade sold and transferred the said area adm. 00 Hectare 04 Ares out of the said S. No. 339/1/3 in favour of Ganga Sagar Co-operative Housing Society Ltd. The said Sale Deed dated 15/02/2004 is registered at the office of Sub Registrar, Mulshi (Paud) at Sr. no. 6995/2004. Accordingly, the name of Ganga Sagar Co-operative Housing Society Ltd. has been mutated in the revenue records vide ME no. 3505.

PROPERTY PURCHASED BY BANDAL DEVELOPERS PVT. LTD.

3. It appears that vide a Sale Deed dated 30/12/1997, Mr. Ganpat N. Dagade sold and transferred an area admeasuring 00 Hectare 3.30 Ares out of the said S. No. 339/1/3 in favour of Mr. Bashir Ahmed Mustafa Sharif and Farzana Bashir Ahmed Sharif. The said Sale Deed dated 30/12/1997, is registered at the Office of Sub Registrar, Mulshi (Paud) at Sr. No. 3603/2002 (Old no. 1795/1998). Accordingly, the names of Mr. Bashir Ahmed Mustafa Sharif and Farzana Bashir Ahmed Sharif have been mutated in the revenue records vide ME No. 3206.

4. It appears that vide a Sale Deed dated 12/09/2013, Mr. Bashir Ahmed Mustafa Sharif and Farzana Bashir Ahmed Sharif sold and transferred the area admeasuring 00 Hectare 3.30 Ares out of the said S. No. 339/1/3 in favour of Bandal Developers Private Limited. The said Sale Deed dated 12/09/2013 is registered at the office of Sub registrar, Haveli no. 23 at Sr. no. 6408. Accordingly, the name of Bandal Developers Private Limited has been mutated in the revenue records vide ME No. 5694.

AMALGAMATION:

i) It appears that Goel Ganga Developers Pvt. Ltd and Bandal Developers Pvt. Ltd had filed two separate Company Petitions bearing Nos. 676/2013 and 677/2013 for amalgamation of the above two Companies with Goel Ganga Developers (India) Pvt. Ltd., before the Hon'ble High Court of Judicature Bombay.

ii) It appears that the Hon'ble High Court of Judicature Bombay vide its Order dated 14/03/2014, granted permission for such amalgamation, subject to the compliances mentioned therein. An Authenticated copy of the said Order has been furnished.

iii) In view of the said amalgamation, Goel Ganga Developers (India) Pvt. Ltd is now the owner of and entitled to all the properties of Bandal Developers Pvt. Ltd., owned / acquired by way of Development Agreement or Sale deed.

iv) It further appears that the payments as directed by the Hon'ble High Court of Judicature Bombay by Goel Ganga Developers (India) Pvt. Ltd as well as Bandal Developers Pvt. Ltd to the concerned authorities have been made and the documents as regards the making of the said payment have been furnished.

G. <u>S. No. 339/2</u>

1. It appears from the available documents that the property bearing S. No. 339 Hissa No. 2 was originally owned by Mr. Babu Laxman Dagade and others.

2. It appears that the said property bearing S. No. 339, Hissa No. 2 was a "Patil Inam" land. It appears that after the implementation of the Maharashtra Inam Lands Abolition Act, the said Patil Inam was abolished and the property was re-granted on "new tenure". Further, on the payment of necessary charges, the name of "Government" and "Akari Pad" were deleted from the revenue records. Accordingly, the same was mentioned in the revenue records vide ME No. 1183.

3. It appears that with the enforcement of the Standard of Weights and Measures Enforcement Act, 1955, the area of the said property was changed from Acres and Gunthas to Hectares and Ares vide ME No. 1178. Accordingly, the area of the said property was changed to 01 Hectare 13 Ares.

A] <u>PROPERTY OWNED BY GOEL GANGA DEVELOPERS (INDIA) PVT. LTD.</u>

It appears that one of the co-owners of the said S. No. 339/2 viz., <u>Smt. Sakhubai Rama Dagade</u> adopted a son viz., Namdev Rama Dagade and transferred all the properties including her share in S. no. 339/2 in favour of the adopted son. Accordingly, the name of Namdev Rama Dagade was mutated on the 7/12 extract vide ME No. 1224 dated 10/05/1972.

It appears that subsequently, vide an Agreement dated 03/02/1988, the above mentioned owner agreed to sell and assigned the rights, in respect of an area adm. 15.05 Ares out of the said S. No. 339/2, in favour of Mr. Ashok Dattatraya Abdagiri.

It appears that Namdev Rama Dagade expired intestate on 06/07/1988 leaving behind wife Anandibai, two sons, Manoj and Sanjay and 06 daughters viz., Alka Gole, Housabai Mate, Nanda Pokle, Asha Gaikwad, Usha Pawale and Sushila Tarawade as his only legal heirs. Accordingly, their names were mutated on the undivided share of Late Namdev Dagade vide ME no. 2030.

It appears that subsequently, vide a Development Agreement dated 18/08/1999, Smt. Anandibai N. Dagade and others granted the development rights in respect of their share adm. 12.55 Ares out of the said S. No. 339/2 in favour of M/s. Desai and Gaikwad, A partnership Firm and also executed an Irrevocable Power of Attorney to that effect in favour of Mr. Chetan Gaikwad. The said Development Agreement and Irrevocable Power of Attorney both dated 18/08/1999 are registered at the office of Sub Registrar, Mulshi (Paud) at Sr. nos. 3031 and 3032, respectively.

It appears that subsequently, vide a Sale Deed dated 17/07/2004, Smt. Anandibai N. Dagade and others through their POA Holder, Mr. Chetan Gaikwad, sold and transferred their share adm. 12.55 Ares out of the said S. No. 339/2 in favour of Mr. Chetan Gaikwad, (Partner, M/s. Desai and Gaikwad, A partnership Firm). The said Sale Deed dated 17/07/2004 is registered at the office of Sub Registrar, Mulshi at Sr. no. 4052/2004. Accordingly, the name of Mr. Chetan Gaikwad was mutated in the revenue records vide ME No. 3463.

It appears that one of the joint owners of S. No. 339/2 viz., Krishna Sambhaji Dagade expired intestate on 02/03/1939 leaving behind his son Shankar. Accordingly, the name of Shankar K. Dagade was mutated in the revenue records vide ME No. 424.

It appears that Shankar Krishnaji Dagade expired on 22/08/1995 leaving behind wife Muktabai, son Nana, 03 daughters Jijabai Jori, Janabai Khandave, Manjulabai Gole, heirs of predeceased son late Mahadev Dagade viz., grandson Prakash and daughter-in- law Hirabai as his only legal heirs. Accordingly, the name of the above persons have been mutated in the revenue records vide ME no. 2094. It appears that Nana Shankar Dagade expired on 24/02/1998 leaving behind two sons Bharat and Sharad as his only legal heirs. Accordingly, their names have been mutated in the revenue records vide ME No. 3026.

It appears as per Mutation Entry No.2178 dated 22/12/1995 that, the entry of Sathekhat dated 04/01/1995 between 1.Muktabai Shankar Dagde 2. Jijabai Bhausaheb Jori,3. Janabai Ramchandra Khandave,4. Manjusha Jijabai Jori, Janabai Khandave, Manjulabai Gole, Vishnu Gole,5.Nana Shankar Dagde for self and power of attorney of 6.Bharat and 7.Sharad Nana 8.Hirabai and Prakash Mahadeo Gade and Ashok Dattatraya Abdagiri was cancelled as the transaction was illegal.

It appears that vide a Development Agreement dated 05/04/2004, the said heirs of Late Shankar K. Dagade as mentioned above granted the development rights in respect of an area adm. 12 Ares out of S. No. 339/2 in favour of M/s. Desai and Gaikwad, A partnership Firm and also executed an Irrevocable Power of Attorney to that effect in favour of Mr. Chetan Gaikwad and Mr. Sunil Jagannath Avhad. The said Development Agreement and Irrevocable Power of Attorney both dated 05/04/2004 are registered at the office of Sub Registrar, Mulshi (Paud) at Sr. nos. 1939 and 1940, respectively.

It appears that subsequently, vide a Sale Deed dated 23/04/2004, the said heirs of Late Shankar K. Dagade as mentioned above sold and transferred the said area adm. 12 Ares out of S. No. 339/2 in favour of Mr. Chetan Gaikwad, (Partner, M/s. Desai and Gaikwad, A partnership Firm). The said Sale Deed dated 23/04/2004 is registered at the office of Sub Registrar, Mulshi (Paud) at Sr. no. 2281/2004. Accordingly, the name of Mr. Chetan Gaikwad was mutated in the revenue records vide ME No. 3415.

It appears that one of the owners of the said S. No. 339/2 viz., Babu Bhagu Dagade expired intestate on 06/10/1941, leaving behind son Nathu Dagade as his only legal heir. Accordingly, the name of Mr. Nathu Dagade was mutated in the revenue records vide ME No. 431.

It appears that Mr. Nathu Dagade expired intestate in 1960 at Pune leaving behind children of his cousin brother/s viz., Mr. Laxman Rambhau Dagade and Mr. Sakharam Rambhau Dagade as his heirs. Accordingly, the share of Late Nathu Dagade was divided among the said nephews and their names were mutated in the revenue records vide ME No. 958.

It appears that Laxman Rambhau Dagade expired intestate on 20/04/1994 leaving behind wife Yamunabai, one son Baban and one daughter, Sindhubai Barne as his only legal heirs. Accordingly, the names of the said heirs were mutated in the revenue records vide ME No. 1979.

It appears that vide a Development Agreement dated 18/05/2004, Baban Laxman Dagade and others granted the development rights in respect of an area adm. 10 Ares out of S. No. 339/2 in favour of M/s. Desai and Gaikwad, A partnership Firm and also executed an Irrevocable Power of Attorney to that effect in favour of Mr. Chetan Gaikwad and Mr. Sunil Avhad. The said Development Agreement and Irrevocable Power of Attorney both dated 18/05/2004 are registered at the office of Sub Registrar, Mulshi (Paud) at Sr. nos. 2690 and 2691, respectively.

It appears that subsequently, vide a Sale Deed dated 17/07/2004, Baban Laxman Dagade and others through their POA Holder Mr. Chetan Gaikwad, sold and transferred the said share adm. 10 Ares out of S. No. 339/2 in favour of Mr. Chetan Gaikwad, Partner, M/s. Desai and Gaikwad, a partnership Firm. The said Sale Deed dated 17/07/2004 is registered at the Office of Sub Registrar, Mulshi (Paud) at Sr. No. 4053/2004. Accordingly, the name of Mr. Chetan Gaikwad has been mutated in the revenue records vide ME No. 3464.

It appears that one of the owners of S. no. 339/2 i.e. Mr. Narayan Laxman Dagade sold and transferred his share out of the said S. no. 339/2 in favour of Mr. Bapu Tukaram Dagade vide a Sale Deed dated 28/02/1989. Accordingly, the name of Mr. Bapu Tukaram Dagade was mutated in the revenue records vide ME no. 1843.

It appears that Bapu Tukaram Dagade expired intestate on 27/08/1993 leaving behind wife Gaubai, two sons viz., Ram alias Rajaram and Gajanan, two daughters Alka Tambe and Sanjevani Wanjale as his only legal heirs. Accordingly, the names of the above persons were mutated in the revenue records vide ME No. 1925.

It appears that subsequently, vide an Agreement dated 14/07/1997, the above mentioned heirs of Late Bapu Dagade agreed to sell and assigned the rights in respect of an area adm. 2.5 Ares out of the said S. No. 339/2 in favour of Mr. Ashok Dattatraya Abdagiri.

It appears that subsequently, vide a Development Agreement dated 25/11/1998, Smt. Gaubai Dagade and others granted the development rights in respect of their share adm. 2.5 Ares out of the said S. No. 339/2 in favour of M/s. Desai and Gaikwad, A partnership Firm and also executed an Irrevocable Power of Attorney to that effect in favour of Mr. Chetan Gaikwad. The said Development Agreement and Irrevocable Power of Attorney both dated 25/11/1998 are registered at the office of Sub Registrar, Mulshi (Paud) at Sr. nos. 4560 and 4561, respectively.

It appears that Chetan Dattatray Gaikwad expired on 12/02/2006 leaving behind mother viz., Vaidehi D. Gaikwad, wife Vaishali Chetan Gaikwad and two minor sons viz., Om and Neil as his only Class - I legal heirs. Accordingly, the names of the above heirs were mutated on the revenue records vide ME No. 3691.

It appears that subsequently, a partition was arrived at between the heirs of late Chetan Gaikwad whereby, the properties owned by Chetan Gaikwad were partitioned and allotted between his legal heirs vide a Deed of Partial Partition dated 21/07/2011. It appears that vide the said Deed of Partial Partition the said property along with other properties was allotted to Vaidehi D. Gaikwad. Further, the wife and sons of late Chetan Gaikwad were given certain consideration in lieu of their share. The said Deed of Partial Partition dated 21/07/2011 is registered at the Office of Sub registrar, Haveli No. 15 at Sr. No. 6311/2011.

It appears that vide a Deed of Conveyance dated 27/07/2011, Goel Ganga Developers (India) Pvt. Ltd purchased an area adm. 37.05 Ares out of S. No. 339/2 from Mrs. Vaidehi Gaikwad and others. The said Deed of Conveyance dated 27/07/2011 is registered at the office of Sub Registrar, Haveli No. 10 at Sr. No. 8839/2011. Accordingly, the name of Goel Ganga Developers (India) Pvt. Ltd. has been mutated in the revenue records vide ME No. 5361.

It appears that certain portion out of the said S. No. 339/2 was owned by Mr. Laxman Limbaji Dagade. It appears that Laxman Limbaji Dagade expired intestate, leaving behind three wife/s i.e. Parubai, Babubai and Shevantabai Laxman Dagade, four sons i.e. Ram, Bharat, Manohar and Narayan Laxman Dagade and 06 daughters i.e. Sindhu Bothare, Gajrabai Todkar, Ramabai Gaikwad, Barkabai alias Kisnabai Maruti Ingulkar, Dwarkabai Hagawane and Kasubai Mazhire as his legal heirs.

It appears from the available documents that Babubai, Parubai and Shevantabai Laxman Dagade expired intestate in the years 1974, 1990 and 1993, respectively, leaving behind the above mentioned children as their heirs.

It appears that Narayan Laxman Dagade had already sold his share in the said property to third person. Accordingly, his name was deleted from the 7/12 extract. It further appears from the available documents that Narayan Laxman Dagade expired (and was unmarried) in the year 1994 and hence, his brothers and sisters as mentioned above were his only legal heirs.

It appears that subsequently, vide a Release Deed dated 31/07/1997, Ramabai Gaikwad, Barkabai alias Kisnabai Ingulkar, Dwarkabai Hagawane and Kasubai Mazhire, released their respective share/s in the said property in favour of their brothers. The said Release deed dated 31/07/1997 is registered at the office of Sub Registrar, Haveli at Sr. No. 3814/1997.

It appears that vide another Release Deed dated 11/08/1997, Sindhubai Botre and Gajrabai Todkar released their respective share/s in the said property in favour of their brothers. The said Release deed dated 11/08/1997 is registered at the office of Sub Registrar, Haveli at Sr. No. 3957/1997. Accordingly, the names of the said sisters have been deleted from the 7/12 extract vide ME nos. 2904 and 2905, respectively.

It appears that vide a Sale Deed dated 29/04/2013, Manohar Laxman Dagade along with his family members sold and transferred their 1/3rd undivided share adm. about 3.125 Ares out of the said area adm. 00 Hectare 9.375 Ares in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Sale Deed dated 29/04/2013, is registered at the Office of Sub Registrar, Haveli no. 10 at Sr. No. 5055. Accordingly, the name of Goel Ganga Developers (India) Pvt. Ltd. has been mutated in the 7/12 extract vide ME No. 5617.

It appears that vide a Sale Deed dated 18/07/2013, Mr. Ram Laxman Dagade along with his family members sold and transferred their 1/3rd undivided share adm. about 3.125 Ares out of the said area adm. 00 Hectare 9.375 Ares in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Sale Deed dated 18/07/2013, is registered at the Office of Sub Registrar, Haveli no. 10 at Sr. No. 8345. Accordingly, the name of Goel Ganga Developers (India) Pvt. Ltd. has been mutated in the 7/12 extract of the said land vide ME No. 5661.

It appears from the available documents that Babu Laxman Dagade was one of the co-owners of the said S. No. 339/2 and was entitled to an area adm. 12.50 Ares out of the said S. no. 339/2.

It appears that Babu Laxman Dagade expired intestate on 23/08/1991 leaving behind 07 sons viz., Kanhu, Dyanoba, Soma, Goma, Namdev, Sopan, Balu and two daughters viz., Muktabai Dashrath Shinde and Jijabai Pandurang Surve as his only legal heirs. Accordingly, the names of the above persons were mutated in the revenue records vide ME No. 1824.

It appears that Goma Babu Dagade expired intestate on 28/04/1993 leaving behind his, wife Chandrabhaga, one minor son Mahesh and three minor daughters Sarika, Sharda and Santoshi as his only legal heirs. Accordingly, their names were mutated in the revenue records vide ME No. 2003.

It appears that Somaji Babu Dagade expired intestate on 13/10/1998 leaving behind wife Jijabai Soma Dagade, two sons viz., Santosh and Satish and two daughters Sangita Devkar and Sunita Kavade as his only legal heirs. Accordingly, the names of the above persons were mutated in the revenue records vide ME No. 2765.

It appears that vide a Development Agreement dated 27/04/2007, Mr. Kanhu Baburao Dagade and Mr. Balu Baburao Dagade with the consent of their respective family members, granted the development rights of an area adm. 3.47 Ares out of the said share in S. no. 339/2 in favour of Mr. Balram Laxman Purohit and Mr. Devidatta Bapusaheb Murkute and also executed a Power of Attorney to that effect. It appears that the Development Agreement as well as Power of Attorney, both dated 27/04/2007 are registered at the office of Sub Registrar, Haveli no. 20 at Sr. nos. 4112 and 4113, respectively.

It appears that subsequently, vide Development Agreement dated 06/02/2008, Mr. Balram Laxman Purohit granted the development rights of the said area adm. 3.47 Ares out of S. no. 339/2 in favour of and Mr. Devidatta Bapusaheb Murkute and also executed a Power of Attorney to that effect. It appears from the recitals of the said Development Agreement dated 06/02/2008 that the entire consideration payable to Mr. Kanhu Baburao Dagade and Mr. Balu Baburao Dagade in terms of the said Development Agreement dated 27/04/2007 has been paid by Mr. Devidatta Bapusaheb Murkute on behalf of Mr. Balram Laxman Purohit. Accordingly, there is no separate consideration paid by Mr. Devidatta Bapusaheb Murkute to Mr. Balram Laxman Purohit.

It appears that the Development Agreement as well as Power of Attorney, both dated 06/02/2008 are registered at the office of Sub Registrar, haveli no. 4 at Sr. nos. 1179 and 1180, respectively.

It appears that vide a Sale Deed dated 12/07/2013, Mr. Kanhu Baburao Dagade and his family members along with Mr. Balu Baburao Dagade and his family members together with Balram Purohit through their POA holder Mr. Devidas Murkute and Mr. Devidas Murkute himself sold and transferred the said area adm. 3.47 Ares from the said Survey No.339/2 in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Sale Deed dated 12/07/2013 is registered at the office of Sub Registrar, Haveli no. 22 at Sr. No. 3327.

<u>PROPERTY INITIALLY ACQUIRED BY GANGA SAGAR CO-OPERATIVE HOUSING SOCIETY LTD:</u>

It appears that Mr. Sakharam Rambhau Dagade i.e. one of the legal heirs of Late Nathu Babu Dagade, executed a Family Arrangement Deed dated 16/01/1985 thereby transferring an area adm. 06.5 Ares out of his share in S. No. 339/2 in favour of his son, Mr. Nathu Sakharam Dagade. It appears that wife and 03 sons of Mr. Sakharam Dagade have executed a Consent deed dated 13/10/1992 thereby consenting / confirming to the said arrangement.

It further appears that subsequently, Mr. Sakharam Dagade partitioned the said share as well as other properties owned by him. It appears that vide the said partition, an area adm. 06 Ares out of S. No. 339/2 was retained by Mr. Sakharam Dagade and inter alia, the said area adm. 6.5 Ares, which was allotted to Mr. Nathu Sakharam Dagade vide the Family Arrangement Deed dated 16/01/1985 and Consent deed dated 13/10/1992 were re-confirmed. It appears that the said division was re-confirmed and reduced in writing vide a Consent Deed dated 23/04/2003, which is registered at the Office of Sub Registrar, Mulshi (Paud) at Sr. No. 1888/2003. It appears that in pursuance of the above, the names of Mr. Sakharam Dagade and Mr. Nathu Sakharam Dagade were mutated in the revenue records as owners to the extent of the area as mentioned above vide ME No. 3307.

It appears that vide a Sale Deed dated 03/07/2004, Mr. Sakharam Dagade, Mr. Nathu Sakharam Dagade and others sold and transferred an area adm. 12.5 Ares out of S. No. 339/2 owned by them in favour of Gangasagar Co-operative Housing Society Ltd. The said Sale Deed dated 03/07/2004 is registered at the Office of Sub Registrar, Mulshi, (Paud) at Sr. No. 3779/2004.Accordingly, the name of Gangasagar Co-operative Housing Society Ltd. has been mutated in the revenue records vide ME No. 3457.

It appears that subsequently vide a Development Agreement dated 28/03/2006, Mr Sakharam Dagade agreed to sell and granted the development rights in respect of an area adm. 06 Ares out of S. No. 339/2 received by him as a legal heir of Late Nathu Babu Dagade in favour of Mrs. Sadhana Vartak. It appears that the said Development Agreement dated 28/03/2006 is registered at the office of Sub Registrar, Haveli no. 19 at Sr. No. 2268. Accordingly, the name of Mrs. Sadhana Vartak was mutated in the other rights column vide M.E No. 3736.~~.~~

It is pertinent to point out at this juncture that on the perusal of the said Development Agreement dated 28/03/2006, it appears that the development rights of the property were given to Mr. Ashok Abdagiri and after his demise, his heirs cancelled the same vide a Cancellation Deed. However, in the meanwhile, the said development rights of the property was given to Desai and Gaikwad, on 26/11/1998 bearing no. 4592~~.~~

It appears that after the demise of Late Sakharam Dagade, his legal heirs sold and transferred the said area adm. 06 Ares out of S. No. 339/2 in favour of Mrs. Sadhana Vartak vide a Sale Deed dated 25/05/2011. The said Sale Deed dated 25/05/2011 is registered at the Office of Sub Registrar, Haveli no. 19 at Sr. no. 6758. Accordingly, the name of Mrs. Sadhana Vartak has been mutated in the 7/12 extract vide ME No. 5374.

It appears that vide a Sale Deed dated 29/09/2011, Mrs. Sadhana Vartak sold and transferred an area adm. 06 Ares out of S. No. 339/2 in favour of Ganga Sagar Co-operative Housing Society Ltd., to which the legal heirs of Late Sakharam Dagade were made as consenting parties. The said Sale Deed dated 29/09/2011, is registered at the Office of Sub registrar, Haveli No. 10 at Sr. No. 11443/2011. Accordingly, the name of Ganga Sagar Co-operative Housing Society Ltd., was mutated on the 7/12 extract vide ME No. 5375.

It appears that in pursuance of the said Sale Deed dated 29/09/2011, Mrs. Sadhana Vartak and others executed an Irrevocable Power of Attorney dated 29/09/2011 in favour of Mr. Atul Goel. The said Irrevocable Power of Attorney dated 29/09/2011 is registered at the Office of Sub registrar, Haveli No. 10 at Sr. No. 11444/2011.

It appears from M.E. No. 1320 and the available documents that that one of the owners of the said S. No. 339/2, Mr. Genu Shripati Dagade sold and transferred an area adm. 37 Ares out of the said S. No. 339/2 in favour of Mrs. Ratnabai Sikander Raste, vide a Sale deed dated 07/03/1974. The said Sale Deed dated 07/03/1974 is registered at the Office of Sub Registrar, Maval at Sr. No. 258/74. Accordingly, the name of Mrs. Ratnabai Sikander Raste was mutated in the revenue records vide the said ME.

It appears that vide a Sale Deed dated 27/08/2004, Mrs. Ratnabai Sikander Raste & others sold and transferred an area adm. 37 Ares out of the said S. No. 339/2 in favour of Gangasagar Co-operative Housing Society Ltd. The said Sale Deed dated 27/08/2004 is registered at the Office of Sub Registrar, Mulshi, (Paud) at Sr. No. 4864/2004. Accordingly, the name of Gangasagar Co-operative Housing Society Ltd. has been mutated in the revenue records vide ME No. 3478.

It appears from the available documents that one of the earlier owners of S. No. 339/2 i.e. Babu Laxman Dagade expired intestate on 23/08/1991 leaving behind 07 sons viz., Kanhu, Dyanoba, Soma, Goma, Namdev, Sopan, Balu and two daughters viz., Muktabai Dashrath Shinde and Jijabai Pandurang Surve as his only legal heirs. Accordingly, the names of the above persons were mutated in the revenue records vide ME No. 1824.

It appears that Goma Babu Dagade expired intestate on 28/04/1993 leaving behind his, wife Chandrabhaga, one minor son Mahesh and three minor daughters Sarika, Sharda and Santoshi as his only legal heirs. Accordingly, their names were mutated in the revenue records vide ME No. 2003.

It appears that Somaji Babu Dagade expired intestate on 13/10/1998 leaving behind wife Jijabai Soma Dagade, two sons viz., Santosh and Satish and two daughters Sangita Devkar and Sunita Kavade as his only legal heirs. Accordingly, the names of the above persons were mutated in the revenue records vide ME No. 2765.

It appears that vide a Sale Deed dated 06/09/2004, Mr. Dyanoba Dagade and others sold and transferred and area adm about 9.03 Ares out of total share adm. 12.5 Ares owned by them in favour of Gangasagar Co-operative Housing Society Ltd.. It appears that Mr. Kanhu Babu Dagade does not appear to have sold his share and hence, is not a party to the said Deed. The said Sale Deed dated 06/09/2004 is registered at the Office of Sub Registrar, Mulshi (Paud) at Sr. No. 5102. Accordingly, the name of the said Gangasagar Co-operative Housing Society Ltd. has been mutated in the revenue records vide ME No. 3480.
It further appears that Gangasagar Co-operative Housing Society Ltd. entered into an Agreement to Sale dated 29/11/2014 by and between the Ganga Sagar Cooperative Housing Society Limited as vendor and Goel Ganga Developers (India) Pvt. Ltd as Purchaser

PROPERTY PURCHASED BY BANDAL DEVELOPERS PVT. LTD.

It appears that one of the owners of S. no. 339/2 i.e. Mr. Narayan Laxman Dagade sold and transferred his share out of the said S. no. 339/2 in favour of Mr. Bapu Tukaram Dagade, vide a Sale Deed dated 28/02/1989. Accordingly, the name of Mr. Bapu Tukaram Dagade was mutated in the revenue records vide ME no. 1843.

It appears that Bapu Tukaram Dagade expired intestate on 27/08/1993 leaving behind wife Gaubai, two sons viz., Ram alias Rajaram and Gajanan, two daughters Alka Tambe and Sanjeevani Wanjale as his only legal heirs. Accordingly, the names of the above persons were mutated in the revenue records vide ME No. 1925.

It appears that subsequently, vide an Agreement dated 14/07/1997, the above mentioned heirs of Late Bapu Dagade agreed to sell and assigned the rights in respect of an area adm. 2.5 Ares out of the said S. No. 339/2 in favour of Mr. Ashok Dattatraya Abdagiri.

It appears that subsequently, vide a Development Agreement dated 25/11/1998, Smt. Gaubai Dagade and others granted the development rights in respect of their share adm. 2.5 Ares out of the said S. No. 339/2 in favour of M/s. Desai and Gaikwad, A partnership Firm and also executed an Irrevocable Power of Attorney to that effect. The said Development Agreement and Irrevocable Power of Attorney both dated 25/11/1998 are registered at the office of Sub Registrar, Mulshi (Paud) at Sr. nos. 4560 and 4561, respectively.

It appears that Mr. Rajaram Bapu Dagade expired intestate on 24/11/2000 leaving behind wife Savita Dagade, 02 minor daughters viz., Kanchan and Kalyani as his only legal heirs. Accordingly, the names of the above persons have been mutated in the revenue records vide ME No. 3112.

It appears that subsequently, vide a Sale Deed dated 17/07/2004, Smt. Gaubai Dagade and others through their POA Holder Mr. Chetan Gaikwad sold and transferred their share adm. 2.5 Ares out of the said S. No. 339/2 in favour of Mr. Chetan Gaikwad, (Partner, M/s. Desai and Gaikwad, A partnership Firm). The said Sale Deed dated 17/07/2004 is registered at the office of Sub Registrar, Mulshi at Sr. no. 4052/2004.

It appears from the available documents that vide a Sale Deed dated 24/02/2011, Gaubai Dagade and others once again sold and transferred the said area adm. 2.5 Ares out of the said S. No. 339/2 in favour of Bandal Developers Pvt. Ltd. The said Sale Deed is registered at the office of Sub

Registrar, Haveli no. 10 at Sr. No. 2223/2011. Accordingly, the name of Bandal Developers Pvt. Ltd. has been mutated in the revenue records vide ME No. 5181.

It appears that one of the co-owners of S.No. 339/2 i.e. Mr. Shankar Bapu Dagade was entitled to an area adm. 00 Hectare 16 Ares out of S. No. 339/2. It appears that Mr. Shankar Bapu Dagade through his POA holder Mr. Ashok Abdagiri sold and transferred an area admeasuring 4.64 Ares out of his share in S.No. 339/2 in favour of Mrs. Shalini Mukund Nikam vide a Sale Deed dated 26/08/1993. The said Sale Deed dated 26/08/1993 is registered at Sr. No. 2191/93. Accordingly, name of Shalini Mukund Nikam has been mutated in the revenue records vide M.E. No. 3241.

It appears that vide a Sale Deed dated 26/08/1993, Mr. Shankar Bapu Dagade, through his POA holder Mr. Ashok Abdagiri sold and transferred an area admeasuring 4.64 Ares out of his share in S.No. 339/2 in favour of Mr. Mukund Nikam. The said Sale Deed dated 26/08/1993 is registered at Sr.No. 2192/93 on 27/08/1993. Accordingly, name of Mukund Nikam has been mutated in the revenue records vide M.E. No. 3288.

It appears that vide a Sale Deed dated 08/07/2010, Mr. Mukund Nikam and Mrs. Shalini Nikam sold and transferred an area admeasuring 10 Ares out of S.No. 339/2 in favour of Bandal Developers Pvt Ltd. The said Sale Deed dated 08/07/2010 is registered at the office of Sub Registrar, Haveli No. 7 at serial No. 5635/10 on the same day. Accordingly, the name of Bandal Developers Pvt Ltd has been mutated in the revenue records of the said land, vide M.E. No. 4985.

<u>AMALGAMATION:</u>

It appears that Goel Ganga Developers Pvt. Ltd and Bandal Developers Pvt. Ltd had filed two separate Company Petitions bearing Nos. 676/2013 and 677/2013 for amalgamation of the above two Companies with Goel Ganga Developers (India) Pvt. Ltd., before the Hon'ble High Court of Judicature Bombay.

It appears that the Hon'ble High Court of Judicature Bombay vide its Order dated 14/03/2014, granted permission for such amalgamation, subject to the compliances mentioned therein. An Authenticated copy of the said Order has been furnished.

In view of the said amalgamation, Goel Ganga Developers (India) Pvt. Ltd is now the owner of and entitled to all the properties of Bandal Developers Pvt. Ltd., owned / acquired by way of Sale Deed / Development Agreement.

It further appears that the payments as directed by the Hon'ble High Court of Judicature Bombay by Goel Ganga Developers (India) Pvt. Ltd as well as Bandal Developers Pvt. Ltd to the concerned authorities have been made and the documents as regards the making of the said payment have been furnished.

H. <u>S. No. 339/3</u>

1. It appears from the available documents that the property bearing S. No. 339 Hissa No. 3 was originally owned by Mr. Janu Baliba Dagade and others.
2. It appears that the said property bearing S. No. 339, Hissa No. 3 was a "Patil Inam" land. It appears that after the implementation of the Maharashtra Inam Lands Abolition Act, the said

Patil Inam was abolished and the property was granted on new tenure. Accordingly, the same was mutated in the revenue records vide ME No. 1087. Vide the said ME, it was further declared that till the payment of the price fixed for the said re-grant, the name of the Government would be mentioned in the 7/12 extract of the said property.

3. It appears that due to the default of payment of the possession price determined by the Government, the name of Government was mutated on the said property and the remark of "Sarkar Akari Pad" was mutated in the revenue records of the said property vide ME No. 1150.

4. It appears that with the enforcement of the Standard of Weights and Measures Enforcement Act, 1955, the area of the said property was changed from Acres and Gunthas to Hectares and Ares vide ME No. 1178. Accordingly, the area of the said S. No. 339/3 was changed to 00 Hectare 36 Ares.

5. It appears that Janu Baliba Dagade expired intestate on 22/08/1987 leaving behind three sons Bapu, Kashinath and Barku Janu Dagade, two wife viz., Smt. Laxmibai and Smt. Rakhmabai Janu Dagade and three daughters Muktabai B. Todkar, Mrs. Dhondabai More and Mrs. Sakhubai P. Tonde as his only legal heirs. Accordingly, the names of the above persons were mutated in the revenue records vide ME No. 1345. It appears that the names of two wife/s of Late Janu Dagade were mutated in the other rights column.

6. It appears vide ME No. 1610 that Mr. Barku Janu Dagade made an application to the revenue officer for the mutation of the names of his family members in the 7/12 extract. It appears that in pursuance of the said Application, the name of Mrs. Lilabai Barku Dagade, Mr. Kisan Barku Dagade and Kavita Chandrakant Bhadale were mutated in the revenue records of the said property. It appears vide the said ME that the name of Kavita Chandrakant Bhadale was mutated in the other rights column of the 7/12 extract of the said property.

7. It appears that vide a Release Deed dated 27/03/1997, three daughters of Late Janu Dagade viz., Muktabai B. Todkar, Mrs. Dhondabai More and Mrs. Sakhubai P. Tonde released their rights title and interest in the said share of their deceased father in favour of their brother viz., Barku Janu Dagade. The said Release Deed dated 27/03/1997 is registered at the office of Sub Registrar, Mulshi (Paud) at Sr. No. 1602/1997. Accordingly, the names of the said sisters were deleted from the revenue records vide ME No. 2678 and 3769.

8. It appears that Smt. Laxmibai Janu Dagade expired 11/03/1983 and Smt. Rakhmabai Janu Dagade expired on 01/08/1993, leaving behind two sons Bapu and Barku and children as well as wife of pre-deceased son Kashinath viz., Shrikant Kashinath Dagade, Maruti Kashinath Dagade and Smt. Hirabai Kashinath Dagade, as their legal heirs. Accordingly, the names of the above persons were deleted from the other rights column of the 7/12 extract on 11/07/2007 vide ME No. 3897.

9. It appears that vide an Agreement to Sell dated 08/04/1992, the said Mr. Bapu Janu Dagade and others agreed to sell an area adm. 6.3 Ares to Mr. Ashok Dattatraya Abdagiri. The said Agreement to Sell dated 08/04/1992 is registered at the office of Sub Registrar, Mulshi, at Sr. No. 1141.

10. It appears that subsequently, vide a Development Agreement dated 29/07/1998, Mr. Bapu Janu Dagade and others with the consent of Mr. Ashok Dattatraya Abdagiri granted the development rights of the said area adm. 6.3 Ares in favour of M/s. Desai and Gaikwad and also executed a Power of attorney to that effect. The said Development Agreement as well as Power of Attorney both dated 29/07/1998 are registered at the office of Sub Registrar, Mulshi (Paud) at Sr. No. 3132 and 3133, respectively. It appears that the said Development Agreement dated 29/07/1998

has been executed by Mr. Ashok Dattatraya Abdagiri for self and as POA Holder of Mr. Bapu Janu Dagade and others.

11. It appears that subsequently, Mr. Bapu Janu Dagade and 12 others executed an Agreement dated 14/10/2003 in favour of M/s. Desai and Gaikwad and also executed an Irrevocable Power of Attorney to that effect. It appears that the Agreement dated 14/10/2003 has not been registered. However, the Irrevocable Power of Attorney dated 14/10/2003 has been registered. It further appears that Mr. Bapu Janu Dagade and 12 others have personally executed and registered the said Irrevocable Power of Attorney dated 14/10/2003. The said Irrevocable Power of Attorney dated 14/10/2003 is registered at the office of Sub Registrar, Mulshi (Paud) at Sr. No. 4766/2003.

12. It appears that vide a Sale Deed dated 23/04/2004, Mr. Bapu Janu Dagade and 05 others sold and transferred the said area adm. 6.3 Ares out of the said S. No. 339/3 in favour of Mr. Chetan Dattatraya Gaikwad. The said Sale Deed dated 23/04/2004 is registered at the office of Sub Registrar, Mulshi (Paud) at Sr. No. 2282/2004.

13. It appears that with the coming into operation of the Maharashtra Revenue Patels (Abolition of Office) Act, 1962, except Mahar Watan, all other watan / inam lands (i.e. lands with restrictive tenure) could be purchased for agricultural purposes, without the permission of the State Government or the concerned Competent Authority.

14. It appears that Chetan Gaikwad expired intestate on 12/02/2006 leaving behind wife Vaishali, two sons Neil and Om Chetan Gaikwad and mother Mrs. Vaidehi Dattatraya Gaikwad as his Class-I legal heirs. Accordingly, the names of the above persons were mutated in the revenue records vide ME No. 3691 for the share of Late Chetan Gaikwad adm 6.5 Ares.

15. It appears that subsequently, a partition was arrived at between the heirs of late Chetan Gaikwad whereby, the properties owned by Late Chetan Gaikwad were partitioned and allotted between his legal heirs vide a Deed of Partial Partition dated 21/07/2011. It appears that vide the said Deed of Partial Partition the said property along with other properties was allotted to Vaidehi D. Gaikwad. Further, the wife and sons of late Chetan Gaikwad were given certain consideration in lieu of their share. The said Deed of Partial Partition dated 21/07/2011 is registered at the Office of Sub registrar, Haveli No. 15 at Sr. No. 6311/2011. Accordingly, the necessary mutation was carried out on the revenue records vide ME No. 5360.

16. It appears that subsequently, vide a Deed of Confirmation dated 25/07/2011, Hiraman Bapu Dagade and 06 others in favour of Mrs. Vaidehi Dattatraya Gaikwad, the said Hiraman Bapu Dagade and 06 others confirmed the terms of the Sale Deed dated 23/04/2004 executed by Mr. Bapu Janu Dagade and 05 others (w.r.t. an area adm. 6.3 Ares out of the said S. No. 339/3 in favour of Mr. Chetan Dattatraya Gaikwad). The said Deed of Confirmation dated 25/07/2011 is registered at the office of Sub Registrar, Haveli No. 15 at Sr. No. 6397/2011. It appears from the perusal of the said Deed of Confirmation dated 25/07/2011 that though the said property was standing in the name of Late Chetan Gaikwad, the payment thereof was made by M/s. Desai Gaikwad and hence, the said Deed of Confirmation dated 25/07/2011 was executed in favour of Mrs. Vaidehi D. Gaikwad, in view of the above partial partition.

17. It appears that subsequently, vide a Deed of Conveyance dated 27/07/2011, Mrs. Vaidehi Gaikwad and others sold and transferred an area adm. 6.3 Ares out of S. No. 339/3 in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Deed of Conveyance dated 27/07/2011 is registered at the office of Sub Registrar, Haveli No. 10 at Sr. No. 8839/2011. Accordingly, the

name of Goel Ganga Developers (India) Pvt. Ltd. has been mutated in the revenue records vide ME No. 5361.

18. It appears that one Mr. Sadashiv Ganpat Dagade was one of the co-owners in the landed property bearing S. No. 339/3, being entitled to an area adm. 06 Ares. It appears that Sadashiv Ganpat Dagade expired on 28/01/1949, leaving behind wife, Rakhmabai and daughter, Mrs. Housabai Ramchandra Padwal as his legal heirs. Accordingly, their names were mutated in the revenue records vide ME No. 568.

19. It appears that Rakhmabai Sadashiv Dagade expired in the year 1959, leaving behind daughter Housabai Ramchandra Padwal as her only legal heir. It appears that during her lifetime Late Rakhmabai Sadashiv Dagade had executed a Will thereby bequeathing the said area adm. 06 Ares in favour of her only daughter Housabai Ramchandra Padwal. Accordingly, her name was mutated in the revenue records vide ME No. 914.

20. It appears that subsequently, Housabai Ramchandra Padwal expired intestate on 13/04/1988 leaving behind two sons, Shivaji and Rangnath as her legal heirs. Accordingly, the names of the said legal heirs were mutated on the revenue records vide ME No. 1604.

21. It appears that vide a Development Agreement dated 29/05/2007, Shivaji Ramchandra Padwal and Rangnath Ramchandra Padwal along with their family members agreed to assign the development rights in respect if the said area adm. 06 Ares in favour of Mr. Manoj Champalal Sonigra and also executed a Power of Attorney to that effect in favour of Mr. Manoj Champalal Sonigra. The said Development Agreement as well as Power of Attorney both dated 29/05/2007 are registered at the office of Sub registrar, Haveli No. 11 at Sr. No. 4460 and 4461, respectively.

22. It appears that in the meanwhile Mr. Shivaji Ramchandra Padwal made an application to the Competent Authority, Pune Urban Agglomeration, Pune for the transfer of the said area adm 06 Ares. It appears that the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune vide its Order dated 12/07/2007 gave its permission for the sale of the said area in favour of Mr. Manoj Sonigra.

23. It appears that subsequently, vide a Sale deed dated 22/05/2008, Mr. Shivaji Ramchandra Padwal and Mr. Rangnath Ramchandra Padwal along with their family members, through their POA Holder Mr. Manoj Sonigra sold and transferred the said area adm. 06 Ares in favour of Mr. Manoj Sonigra. The said Sale Deed dated 22/05/2008 is registered at the office of Sub Registrar, Haveli No. 11 at Sr. No. 5316/2008. Accordingly, the name of Mr. Manoj Sonigra has been mutated in the revenue records vide ME no. 4098.

24. It appears that the consideration for the purchase of the said area adm. 06 Ares was given by M/s. Panasia Builders to Mr. Manoj Sonigra. Accordingly, a MOU dated 06/05/2012 was executed between M/s. Panasia Builders and Mr. Manoj Sonigra, wherein Mr. Manoj Sonigra confirmed the above and agreed to sell / transfer the said area to M/s. Panasia Builders or any person nominated by it.

25. It appears that subsequently, vide a Sale Deed dated 11/02/2013, Mr. Manoj Sonigra, sold and transferred the said area adm. 06 Ares in favour of Goel Ganga Developers (India) Pvt. Ltd. to which M/s. Panasia Builders was made the Consenting Party. The said Sale Deed dated 11/02/2013 is registered at the Office of Sub Registrar, Haveli no. 10 at Sr. No. 1608/2013.

PROPERTY INITIALLY ACQUIRED BY GANGA SAGAR CO-OPERATIVE HOUSING SOCIETY LTD.

a. It appears vide ME No. 934 that Mr. Shripati Vithu Dagade had purchased a portion out of the said S. No. 339/3 from Mr. Genu Shripati Dagade in 1960. Accordingly, the name of Mr. Shripati Vithu Dagade was mutated in the revenue records vide ME No. 934.

b. It appears that vide a Sale Deed dated 11/12/2004, Mr. Shripati Vithu Dagade and 05 others sold and transferred an area adm. 00 Hectare 09 Ares out of the said S. No. 339/3, in favour of Ganga Sagar Co-operative Housing Society Ltd. The said Sale Deed dated 15/02/2004 is registered at the office of Sub Registrar, Mulshi (Paud), at Sr. no. 6995/2004 on 15/12/2004. Accordingly, the name of Ganga Sagar Co-operative Housing Society Ltd. has been mutated in the revenue records vide ME no. 3505.

c. It further appears that Gangasagar Co-operative Housing Society Ltd. entered into an Agreement to Sale dated 29/11/2014 by and between the Ganga Sagar Cooperative Housing Society Limited as vendor and Goel Ganga Developers (India) Pvt. Ltd as Purchaser.

I. <u>S. No. 339/4/1</u>

1. It appears from the available documents that the property bearing S. No. 339 Hissa No. 4 was originally owned by Mr. Nivrutti Vithu Dagade.

2. It appears that the said property bearing S. No. 339, Hissa No. 4 was a “Patil Inam” land. It appears that after the implementation of the Maharashtra Inam Lands Abolition Act, the said Patil Inam was abolished and the property was granted on new tenure. Accordingly, the same was mutated in the revenue records vide ME No. 1087. Vide the said ME, it was further declared that till the payment of the price fixed for the said re-grant, the name of the Government would be mentioned in the 7/12 extract of the said property.

3. It appears that due to the default of payment of the possession price determined by the Government, the name of Government was mutated on the said property and the remark of “Sarkar Akari Pad” was mutated in the revenue records of the said property vide ME No. 1150.

4. It appears that with the enforcement of the Standard of Weights and Measures Enforcement Act, 1955, the area of the said property was changed from Acres and Gunthas to Hectares and Ares vide ME No. 1178. Accordingly, the area of the said S. No. 339/4 was changed to 00 Hectare 48 Ares.

5. It appears vide ME No. 1204 that the property bearing S. No. 339/4 was subsequently re-granted to Mr. Nivrutti Vithu Dagade on “New tenure” and a remark to that effect was mutated in the other rights column of the property bearing S. No. 339/4.

6. It appears vide ME No. 1585 that Mr. Nivrutti Vithu Dagade made an application to the revenue offices for the mutation of the names of his family members who were also in possession of the said S. No. 339/4, as per their respective holdings. It appears that as per the said Application, Mr. Nivrutti Vithu Dagade was given 08 Anna share in the said S. No. 339/4. Mr. Shankar Ganpat Dagade, Mr. Eknath Ganpat Dagade and Mr. Chander Ganpat Dagade were given 02 Anna share each in the said S. no. 339/4 and Mr. Nandram Dinkar Dagade and Mr. Dyanoba Dinkar Dagade

were given 01 Anna share in the said S. No. 339/4. Accordingly, the names of all the above persons were mutated in the revenue records vide the said ME.

7. It appears that subsequently, Mr. Nivrutti Vithu Dagade got the share owned by him out of said S. No. 339/4 converted to "Old Tenure". It appears that the Tehsildar, Mulshi, vide its Order dated 17/06/1998 directed the deletion of the remark of "New tenure" from the 7/12 extract of the said property. It appears that vide ME No. 2767, the said remark was removed from the 7/12 extract. It further appears that while converting the said share of Mr. Nivrutti Vithu Dagade to Old Tenure, two conditions were imposed viz., the said land should be used for agricultural purposes and that in the event of change of the user of the land, then 50% of the market value of the said area should be deposited with the government as "Nazrana". Accordingly, the said conditions were mutated in the other rights column of the 7/12 extract vide the said ME.

8. It appears that vide an Agreement to Sell dated 04/10/1989, the said Mr. Nivrutti Dagade agreed to sell the said area adm. 24 Ares to Mr. Ashok Dattatraya Abdagiri.

9. It appears that subsequently, vide a Sale Deed dated 13/10/1998, Mr. Nivrutti Dagade and Mr. Balu Nivrutti Dagade sold and transferred an area adm. 00 Hectare 4.6 Ares (out of the share of Mr. Nivrutti Dagade) in favour of Mrs. Poonam Tandon and Mr. Sandeep Tandon, jointly. It appears that Mr. Ashok Abdagiri has executed the said Sale Deed as a Consenting Party. The said Sale Deed dated 13/10/1998 is registered at the Office of Sub Registrar, Mulshi, at Sr. No. 4159/1998. Accordingly, the names of Mrs. Poonam Tandon and Mr. Sandeep Tandon were mutated in the revenue records vide ME No. 2768.

10. It appears that vide a Sale Deed dated 13/10/1998, Mr. Nivrutti Dagade and Mr. Balu Nivrutti Dagade sold and transferred an area adm. 00 Hectare 4.6 Ares (out of the share of Mr. Nivrutti Dagade) in favour of Mrs. Lajwani Rulia Ram. It appears that Mr. Ashok Abdagiri has executed the said Sale Deed as a Consenting Party The said Sale Deed dated 13/10/1998 is registered at the Office of Sub Registrar, Mulshi, at Sr. No. 4160/1998. Accordingly, the name of Lajwani Rulia Ram was mutated in the revenue records vide ME No. 2769.

11. It appears that vide a Sale Deed dated 27/04/1998, Mr. Nivrutti Dagade and Mr. Balu Nivrutti Dagade sold and transferred an area adm. 00 Hectare 8.3 Ares (out of the share of Mr. Nivrutti Dagade) in favour of Mr. R.S. Kaushik (HUF). It appears that Mr. Ashok Abdagiri has executed the said Sale Deed as a Consenting Party. The said Sale Deed dated 27/04/1998 is registered at the Office of Sub Registrar, Mulshi, at Sr. No. 1791/1998. Accordingly, the name of Mr. R. S. Kaushik (HUF) was mutated in the revenue records vide ME No. 3295.

12. It appears that subsequently, vide a Development Agreement dated 15/12/2003, Mr. Nivrutti Dagade and others granted the development rights in respect of an area adm. 14.8 Ares out of the said S. no. 339/4 in favour of M/s. Desai and Gaikwad, a Partnership Firm and also executed a Irrevocable Power of Attorney to that effect in favour of Chetan Gaikwad and Mr. Sunil Avhad and executed an Irrevocable Power of Attorney dated 15/12/2003 registered at the office of Sub Registrar, Mulshi at Sr. No. 5786.

13. It appears that subsequently, vide a Sale Deed dated 23/04/2004, Mr. Nivrutti Dagade and others sold and transferred the said area adm. 14.8 Ares out of the said S. no. 339/4 in favour of Mr. Chetan Gaikwad. The said Sale Deed dated 23/04/2004 is registered at the Office of Sub

Registrar, Mulshi at Sr. No. 2289. Accordingly, the name of Mr. Chetan Gaikwad was mutated in the revenue records vide ME No. 3418.

14. It appears that subsequently, vide Orders dated 09/10/2003 and 27/10/2004 of the concerned revenue officers, separate 7/12 extracts were created for the area on "New Tenure". Accordingly, the said land bearing S. No. 339/4 was divided into two parts i.e. S. No. 339/4/1 and S. No. 339/4/2. It appears that the area of 24 Ares which was owned by Mr. Nivrutti Dagade was given S. No. 339/4/1 and a fresh 7/12 extract for the same was prepared. The above mutation was carried out in the revenue records vide ME No. 3474. It appears that the names of Mrs. Poonam Tandon, Mr. Sandeep Tandon, Lajwanti Rulia Ram, Mr. R.S. Kaushik (HUF) and Mr. Chetan Gaikwad were mutated in the 7/12 extract of S. No. 339/4/1.

15. It appears that Chetan Gaikwad expired intestate on 12/02/2006 leaving behind wife Vaishali, two sons, Neil and Om Chetan Gaikwad and mother Mrs. Vaidehi Dattatraya Gaikwad as his Class-I legal heirs. Accordingly, the names of the above persons were mutated in the revenue records vide ME No. 3691 for the share of Late Chetan Gaikwad adm. 6.5 Ares.

16. It appears that subsequently, a partition was arrived at between the heirs of late Chetan Gaikwad whereby, the properties owned by Late Chetan Gaikwad were partitioned and allotted between his legal heirs vide a Deed of Partial Partition dated 21/07/2011. It appears that vide the said Deed of Partial Partition, the said property along with other properties was allotted to Vaidehi D. Gaikwad. Further, the wife and sons of late Chetan Gaikwad were given certain consideration in lieu of their share. The said Deed of Partial Partition dated 21/07/2011 is registered at the Office of Sub registrar, Haveli No. 15 at Sr. No. 6311/2011. Accordingly, the necessary mutation was carried out on the revenue records vide ME No. 5360.

17. It appears that subsequently, vide a Deed of Conveyance dated 27/07/2011; Mrs. Vaidehi Gaikwad and others sold and transferred an area adm. 15.7 Ares out of S. No. 339/4/1 in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Deed of Conveyance dated 27/07/2011 is registered at the office of Sub Registrar, Haveli No. 10 at Sr. No. 8839/2011. Accordingly, the name of Goel Ganga Developers (India) Pvt. Ltd. has been mutated in the revenue records vide ME No. 5361.

J. <u>S. No. 339/4/2</u>

1. It appears from the available documents that the property bearing S. No. 339 Hissa No. 4 was originally owned by Mr. Nivrutti Vithu Dagade.

2. It appears that the said property bearing S. No. 339, Hissa No. 4 was a "Patil Inam" land. It appears that after the implementation of the Maharashtra Inam Lands Abolition Act, the said Patil Inam was abolished and the property was granted on new tenure. Accordingly, the same was mutated in the revenue records vide ME No. 1087. Vide the said ME, it was further declared that till the payment of the price fixed for the said re-grant, the name of the Government would be mentioned in the 7/12 extract of the said property.

3. It appears that due to the default of payment of the possession price determined by the Government, the name of Government was mutated on the said property and the remark of "Sarkar Akari Pad" was mutated in the revenue records of the said property vide ME No. 1150.

4. It appears that with the enforcement of the Standard of Weights and Measures Enforcement Act, 1955, the area of the said property was changed from Acres and Gunthas to Hectares and Ares vide ME No. 1178. Accordingly, the area of the said S. No. 339/4 was changed to 00 Hectare 48 Ares.

5. It appears vide ME No. 1204 that the property bearing S. No. 339/4 was subsequently re-granted to Mr. Nivrutti Vithu Dagade on 'New tenure' and a remark to that effect was mutated in the other rights column of the property bearing S. No. 339/4.

6. It appears vide ME No. 1585 that Mr. Nivrutti Vithu Dagade made an application to the revenue offices for the mutation of the names of his family members who were also in possession of the said S. No. 339/4, as per their respective holdings. It appears that as per the said Application, Mr. Nivrutti Vithu Dagade was given 08 Anna share in the said S. No. 339/4. Mr. Shankar Ganpat Dagade, Mr. Eknath Ganpat Dagade and Mr. Chander Ganpat Dagade were given 02 Anna share each in the said S. no. 339/4 and Mr. Nandram Dinkar Dagade and Mr. Dyanoba Dinkar Dagade were given 01 Anna share in the said S. No. 339/4. Accordingly, the names of all the above persons were mutated in the revenue records vide the said ME.

7. It further appears that vide the said ME No. 1585, the name of Mrs. Chandrabhaga Dinkar Dagade was mutated in the other rights column of the said S. No. 339/4.

8. It appears that subsequently, Mr. Nivrutti Vithu Dagade got the share owned by him out of said S. No. 339/4 converted to 'Old Tenure', subject to the compliance of certain conditions. Accordingly, the remark of New Tenure was deleted from the other rights column and the said conditions were mutated in the other rights column of the 7/12 extract, vide the ME 2767.

9. It appears that subsequently, vide Orders dated 09/10/2003 and 27/10/2004 of the concerned revenue officers, separate 7/12 extracts were created for the area on "New Tenure". Accordingly, the said land bearing S. No. 339/4 was divided into two parts i.e. S. No. 339/4/1 and S. No. 339/4/2. It appears that the area of 24 Ares which was collectively owned by Mr. Shankar Ganpat Dagade, Mr. Eknath Ganpat Dagade, Mr. Chander Ganpat Dagade, Mr. Nandram Dinkar Dagade and Mr. Dyanoba Dinkar Dagade was given S. No. 339/4/2 and a fresh 7/12 extract for the same was prepared. The above mutation was carried out in the revenue records vide ME No. 3474. It appears that the names of Mr. Shankar Ganpat Dagade, Mr. Eknath Ganpat Dagade, Mr. Chander Ganpat Dagade, Mr. Nandram Dinkar Dagade and Mr. Dyanoba Dinkar Dagade were mutated in the 7/12 extract of S. No. 339/4/2.

10. It appears that subsequently, Mr. Shankar Ganpat Dagade and others got the share owned by them bearing S. No. 339/4/2 converted to 'Old Tenure'. It appears that the Tehsildar, Mulshi, vide its Order dated 30/12/2006 directed the deletion of the remark of "New tenure" from the 7/12 extract of the said property. It appears that vide ME No. 3796, the said remark was removed from the 7/12 extract. It further appears that while converting the said share of Mr. Shankar Ganpat Dagade and others to Old Tenure, two conditions were imposed viz., the said land should be used for agricultural purposes and that in the event of change of the user of the land, then 50% of the market value of the said area should be deposited with the government as "Nazrana". Accordingly, the said conditions were mutated in the other rights column of the 7/12 extract vide the said ME.

11. It appears that subsequently, vide a Sale Deed dated 16/04/2010, Mr. Shankar Ganpat Dagade and others sold and transferred the said property bearing S. No. 339/4/2 in favour of Bandal Developers Pvt. Ltd. The said Sale Deed dated 16/04/2010 is registered at the office of Sub Registrar, Haveli no. 11 at Sr. No. 4068/2010. Accordingly, the name of Bandal Developers Pvt. Ltd. was mutated in the revenue records vide ME No. 4898.

AMALGAMATION:

It appears that Goel Ganga Developers Pvt. Ltd and Bandal Developers Pvt. Ltd had filed two separate Company Petitions bearing Nos. 676/2013 and 677/2013 for amalgamation of the above two Companies with Goel Ganga Developers (India) Pvt. Ltd., before the Hon'ble High Court of Judicature Bombay.

It appears that the Hon'ble High Court of Judicature Bombay vide its Order dated 14/03/2014, granted permission for such amalgamation, subject to the compliances mentioned therein. An authenticated copy of the said Order has been furnished.

In view of the said amalgamation, Goel Ganga Developers (India) Pvt. Ltd is now the owner of and entitled to all the properties of Bandal Developers Pvt. Ltd., owned/acquired by way of Development Agreement.

It further appears that the payments as directed by the Hon'ble High Court of Judicature Bombay by Goel Ganga Developers (India) Pvt. Ltd as well as Bandal Developers Pvt. Ltd to the concerned authorities have been made and the documents as regards the making of the said payment have been furnished.

K. S. No. 339/6/1, 2 & 3

Common S. No. 339 Hissa No. 6

1. It appears from the perusal of the documents furnished, that the land bearing S. No. 339 Hissa No. 6 admeasuring 1 Acre 13 Guntha was originally owned by Gayabai Ganpat Dagde.

2. It further appears that Gayabai Ganpat Dagde executed a Gift Deed in favour of Nivrutti Babu alias Baban Dagade. Accordingly, the name of Nivrutti Babu alias Baban Dagade was mutated in the 7/12 extract vide ME. No. 861. It appears vide ME. No 991, that Nivrutti Baban Dagade had taken a loan from Bavdhan Budruk society on 08/07/1962 of Rs. 800/-. Accordingly, a charge of the said Society was mutated in the other rights column of the 7/12 extract vide ME No. 991.

3. It further appears that the said property bearing S. No. 339, Hissa No. 6 was a "Patil Inam" land. It appears that after the implementation of the Maharashtra Inam Lands Abolition Act, the said Patil Inam was abolished and the property was granted on new tenure.

4. It appears that due to the default of payment of the possession price determined by the Government, the name of Government was mutated on the said property and the remark of "Sarkar Akari Pad" was mutated in the revenue records of the said property vide ME No. 1150.

5. It appears that with the enforcement of the Standard of Weights and Measures Enforcement Act, 1955, the area of the said property was changed from Acres and Gunthas to Hectares and Ares vide ME No. 1178. Accordingly, the area of the said property was changed to 00 Hectare 54 Ares from 01 Acre 13 Gunthas.

6. It appears vide ME. No. 1180 that on the payment of the “Aakar” levied by the Government, the name of “Government” and “Aakari Pad” was deleted from the revenue records of the said property and the same was re-granted to Nivrutti Baban Dagade on new tenure.

7. It appears vide ME. No. 1595, that on an Application made by Nivrutti Baban Dagade, the said property bearing S. No. 339 Hissa No. 6 was partitioned as per the Order dated 25/02/1988 passed by the Tehsildar, Mulshi bearing No. T.L.G./130/88 Paud.

8. As per the said order, S. No. 339/6 was divided into three parts and S. No. 339 Hissa No. 6/1 admeasuring 00 Hectare 18 Ares was allotted to Chintaman Nivrutti Dagade. S. No. 339 Hissa No. 6/2 admeasuring 00 Hectare 18 Ares was allotted to Tanajji Nivrutti Dagade and S. No. 339 Hissa No. 6/3 admeasuring 00 Hectare 18 Ares was allotted to Ganapat Nivrutti Dagade. Accordingly, separate 7/12 extracts were created for the said three shares and the names of the respective owners were mutated on the same vide the said ME.

9. It further appears vide ME. No. 1935 that as per the Order dated 17/01/1992, bearing No. 1195/1991, passed by the Tehsildar Mulshi, the said property was re-granted to its respective owners on new tenure subject to conditions mentioned therein.

10. It appears vide ME No. 3210 that vide Sale Deed dated 04/08/1995, Chintaman Nivrutti Dagade, Tanhaji Nivrutti Dagade and Ganpat Nivrutti Dagade sold an area admeasuring 00 Hectare 23 Ares out of S. No. 339/6/1, 339/6/2 and 339/6/3, to Matin Gulabhussain Khan, Nadeem Khan, Samina Munse, Rafiya Sayyed and Saraf Shaikh. The said Sale Deed dated 04/08/1995 is registered at Serial No. 2598/1995. Accordingly, the names of Matin Gulabhussain Khan and 04 others were mutated in the revenue records vide ME. No. 3210

11. It appears that subsequently, vide an Articles of Development Agreement dated 19/05/2005, Mr. Matin Gulmhussain Khan and 04 others assigned the development rights of an area admeasuring about 00 Hectares 22.98 Ares out of the said property in favour of M/s. Desai and Gaikwad. The said Owners also executed an Irrevocable Power of Attorney dated 19/05/2005 to that effect in favour of Mr. Chetan Gaikwad and / or Mr. Dattatraya Gaikwad. The said Articles of Development Agreement and Irrevocable Power of Attorney both dated 19/05/2005 are registered at the Office of Sub Registrar, Haveli No. 19 at Sr. Nos. 734/05 and 735/05, respectively.

S. NO. 339 HISSA NO. 6/1

1. It appears that vide a Sale Deed dated 09/08/1995, Chintamani Nivrutti Dagade sold an area admeasuring 00 Hectare 3 Ares out of S. No. 339 Hissa No. 6/1 to Parveen Shaikh. The said Sale Deed dated 04/08/1995 is registered at Serial No. 2797/1995 on 09/08/1195. Accordingly, the name of Parveen Zahid Shaikh was mutated in the revenue records vide ME. No. 3209. A

2. It appears that thereafter, vide a Sale Deed dated 30/12/1995, Chintaman Nivrutti Dagade sold an area admeasuring 00 Hectare 4.64 Ares out of S. No. 339 Hissa No. 6/1 to Walu Kashinath

Pansare and Jayshree Walu Pansare. The said Sale Deed dated 30/12/1995 is registered at Serial no. 3639/1995. Accordingly, their names were mutated in the revenue records vide ME. No. 2822.

3. It further appears from the available documents that Walu Kashinath Pansare died on 15/06/2002 leaving behind Jayshree Walu Pansare, Prashant Walu Pansare, Jayant Walu Pansare and Kiran Walu Pansare as his only legal heirs.

4. It further appears that vide a Sale Deed dated 10/11/1995 Chintaman Nivrutti Dagade sold an area admeasuring 00 Hectare 2.78 Ares out of S. No. 339 Hissa No. 6/1 to Gangadhar Karbhari Kute and Asha Gangadhar Kute. The said Sale Deed dated 10/11/1995 is registered at Serial No. 3235/1996 on 23/07/1996. Accordingly, their names were mutated in the revenue records vide ME No. 2477.

5. It appears that vide an Articles of Development Agreement dated 19/05/2005 Parveen Zahid Shaikh assigned the development rights of an area admeasuring 00 Hectare 3 Ares in favour of M/s Desai & Gaikwad and also executed an Irrevocable Power of Attorney dated 19/05/2005 in favour of Mr. Chetan Gaikwad and /or Dattatray Gaikwad. The said Articles of Development Agreement as well as Irrevocable Power of Attorney both dated 19/05/2005 are registered at the office of Sub Registrar, Haveli No. 19 at Serial No. 736/2005 and 737/2005 on the same day.

6. It further appears that Gangadhar Karbhari Kute and Mrs. Asha Gangadhar Kute entered into an Articles of Development Agreement dated 07/11/2005 with M/s Desai & Gaikwad thereby assigning the development rights w.r.t. an area admeasuring 00 Hectare 2.78 Ares out of S. No. 339, Hissa No. 6/1 and executed an Irrevocable Power of Attorney dated 07/11/2005 in favour of Mr. Chetan Dattatray Gaikwad and / or Dattatraya Gaikwad. The said Articles of Development Agreement and Irrevocable Power of Attorney both dated 07/11/2005 are registered at the office of Sub Registrar, Haveli No. 19 at Serial Nos. 3722/2005 and 3723/2005 on the same day.

7. It appears that Smt Jayshree Walu Pansare and 3 others entered into an Articles of Development Agreement dated 02/12/2005 with M/s Desai & Gaikwad thereby assigning the development rights w.r.t. area admeasuring 00 Hectare 4.64 Ares out of S. No. 339/6/1 and also executed an Irrevocable Power of Attorney dated 02/12/2005 in favour of Mr. Chetan Gaikwad and /or Dattatray Gaikwad. The said Articles of Development Agreement as well as Irrevocable Power of Attorney both dated 02/12/2005 are registered at the office of Sub Registrar, Haveli No. 19 at Serial Nos. 4350/2005 and 4351/2005 respectively.

S. NO. 339 HISSA NO. 6/2

1. It appears from the perusal of the documents furnished, that the said property bearing S. no 339 Hissa No 6/2 was owned by Tanhaji Nivrutti Dagade.

2. It appears that vide Sale Deed dated 20/06/1996, Tanhaji Nivrutti Dagade, sold and transferred an area admeasuring 00 Hectare 10.34 Ares out of S. No. 339, Hissa No. 6/2 to Mr. Mukund Govind Kokil. The said Sale Deed dated 20/06/1996 appears to have been registered at Serial No. 2624/1996. Accordingly, the name of Mukund Govind Kokil has been mutated in the revenue record vide ME. No. 2854.

3. It appears that vide an Article of Development Agreement dated 24/11/ 2005 Mukund Govind Kokil assigned the development rights of the said area admeasuring 10.34 Ares out of S. No. 339/6/2 in favour of M/s. Desai & Gaikwad and also executed an Irrevocable Power of Attorney dated 24/12/2005 in favour of Mr. Dattatray Gaikwad and / or Mr. Sunil Avhad. The said Article of Development Agreement as well as Irrevocable Power of Attorney dated 24/12/2005 are registered at the office of the Sub Registrar, Haveli No. 19 at Serial Nos. 4243/2005 and 4244/2005 on 28/11/2005.

S. NO. 339 HISSA NO. 6/3

1. It appears from the perusal of the documents furnished that the said property bearing S. No. 339, Hissa No. 6/3 was owned by Ganpat Nivrutti Dagade.

2. It appears that vide a Sale Deed dated 24/06/1996 Ganpat Nivrutti Dagade, sold and transferred an area admeasuring 00 Hectare 10.26 Ares out of S. No. 339/6/3 to Mrs. Sunita Malpani. The said Sale Deed dated 24/06/1996 appears to be registered at Serial No. 2623/1996. Accordingly, the name of Smt. Sunita Malpani was mutated in the revenue records vide ME. No. 2437.

3. It appears that thereafter Smt Sunita Malpani entered into an Article of Development Agreement dated 21/04/2006 with M/s Desai & Gaikwad thereby assigning the development rights w.r.t. area admeasuring 00 Hectare 10.26 Ares out of S. No. 339 Hissa No. 6/3 and also executed an Irrevocable Power of Attorney dated 21/04/2006 in favour of Mr. Dattatraya Gaikwad and/ or Sunil Avhad. The said Article of Development Agreement and Irrevocable Power of Attorney both dated 21/04/2006 are registered at the office of the Sub Registrar, Haveli No. 19 at Serial Nos. 2811/2006 and 2812/2006.

COMMON RECITAL:

It appears that vide a Deed of Conveyance dated 27/07/2011, Mr. Shamsundar Shankar Mulay and 24 others through their Power of Attorney Holder Sunil Jagannath Avhad and Dattatray Fakirba Gaikwad and M/s Desai and Gaikwad sold and transferred the said property bearing S. Nos. 339/6/1, 339/6/2 and 339/6/3 totally admeasuring 00 Hectare 54 Ares along with other properties in favour of Goel Ganga Developers (India) Private Limited. The said Deed of Conveyance dated 27/07/2011 is registered at the office of Sub Registrar, Haveli No. 10 at Serial No. 8840/2011. Accordingly, the name of Goel Ganga Developers (India) Private Limited has been mutated in the revenue records vide ME No. 5359

It appears that in said Deed of Conveyance dated 27/07/2011, the area of S. No. 339/6 has been wrongly mentioned as 00 Hectare 81 Ares instead of 00 Hectare 54 Ares. It has been informed that a Deed of Correction has been executed on 14/03/2012 thereby correcting the above mistake. The said Deed of Correction dated 14/03/2012 is lodged for registration at Sub Registrar, Haveli No. 10 at Sr. No. 2970 on 14/03/2012.

CONVERSION FROM “NEW TENURE” TO “OLD TENURE”:

It appears from the available documents that the said S. No. 339/6/1, 339/6/2 and 339/6/3 were Patil Inam Lands, which was later on abolished and the said S. No. 339/6/1, 339/6/2 and 339/6/3, were converted to "New Tenure" and the remark to that effect was mutated in the other rights column of the 7/12 extract.

It appears that on an application to that effect to convert the said S. No. 339/6/1, 339/6/2 and 339/6/3 to "Old tenure" from "New Tenure" and on the payment of the Nazrana amount as fixed by the Concerned Competent Authority, the Tehsildar, Mulshi vide its Order dated 31/12/2012, has converted an area adm. 18 Ares each of S. no. 339/6/1, 339/6/2 and 339/6/3, to "Old tenure". Accordingly, the necessary mutation was carried on the 7/12 extract vide ME no. 5578.

L. **S. No. 339/7**

1. It appears that the landed property bearing S. No. 339, Hissa No.7, situate at village Bavdhan Budruk was originally owned by Shri Genu Narayan Dagde and others.

2. It appears vide ME No. 474 that Genu Narayan Dagade expired intestate leaving behind one minor son Maruti Genu Dagade and wife Rui Genu Dagade as his only legal heirs. Accordingly, the name of Maruti Genu Dagade and Rui Genu Dagade (for minor son) was mutated in the revenue records.

3. It appears that the said property bearing S. No. 339, Hissa No. 7 was a "Patil Inam" land. It appears that after the implementation of the Maharashtra Inam lands Abolition Act, the said Patil Inam was abolished and the property was granted on new tenure.

4. It appears that due to the default of payment of the possession price determined by the Government, the name of Government was mutated on the said property and the remark of "Sarkar Akari Pad" was mutated in the revenue records of the said property vide ME No. 1150.

5. It appears that on payment of the possession price determined by the Government, the name of Government was deleted from the owners column of the 7/12 extract for S. No. 339, hissa No. 07.

6. It appears vide M.E. No. 1203 A, that land bearing S.No.339 Hissa No.07 admeasuring about 1 Acre 14 Gunthas was re-granted to Mr. Maruti Genu Dagade and twelve others on new and indivisible tenure

7. It appears that with the enforcement of the Standard of Weights and Measures Enforcement Act, 1955, the area of the said property was changed from Acres and Gunthas to Hectares and Ares vide ME No. 1178. Accordingly, the area of the said property was changed to 00 Hectare 55 Ares.

8. It appears from available documents that vide a Release Deed dated 20/05/1999, Baidabai Dhawade (sister of Maruti Genu Dagade), Gajrabai Maruti Dagade (wife of Maruti Genu Dagade), Shila Ananda Murkute and Usha Omkar Balwadkar (married daughters of Maruti Genu Dagade) release their respective undivided share in the land adm. 18.33 Ares out of the said property in the favour of Mr. Maruti Genu Dagade. The said Release Deed dated 20/05/1999 appears to be registered at the office of Sub Registrar, Mulshi (Paud) at Sr. No. 1916/1999.

9. It appears that vide a Development Agreement dated 20/05/1999, Mr. Maruti Genu Dagade along with his three sons viz., Badshah, Gulab, and Santosh, granted the development rights of an area admeasuring 00 Hectare 18.33 Ares out of S. No. 339, Hissa No. 7 in favour of M/s. Desai and Gaikwad and also executed an Irrevocable Power of Attorney dated 20/05/1999 in favour of Dattaray Fakirba Gaikwad and Chetan Dattaraya Gaikwad. It appears that Mr. Ashok Abdagiri has executed the said Development Agreement dated 20/05/1999, as a Consenting party. The said Development Agreement and Irrevocable Power of Attorney both dated 20/05/1999 are registered at the office of Sub Registrar, Mulshi (Paud) at Sr. Nos. 1917/1999 and 1918/1999, respectively.

10. It appears that vide ME No. 1194 that Tukaram Sawala Dagade (i.e. one of the co-owners of property bearing S. No. 339, Hissa No. 7) expired intestate on 06/07/1971 leaving behind three sons viz., Uttam, Sonba and Maruti and two wives Janabai and Tarabai, two daughters viz. Anandi Baban Magar, Fulbai Popat Aangrey as his only legal heirs. Accordingly, the name of Uttam Tukaram Dagade was mutated in the revenue records as Karta of HUF and the names of the daughters of Late Tukaram Sawala Dagade were mutated in the other rights column of the 7/12 extract.

11. It appears vide M.E. 1284 that Uttam Tukaram Dagade expired intestate on 31/05/1974 leaving behind four sons viz., Dilip, Vilas, Sunil and Nitin, and wife Subhadrabai Uttam Dagade and two brothers viz., Sonba Tukaram Dagade and Maruti Tukaram Dagade as his only legal heirs. Accordingly, the names of the above persons were mutated on the revenue records vide the said ME.

12. It appears that vide a Release Deed dated 06/06/2005, Anandi Baban Magar, Fulbai Popat Aangrey, Savita Piraji Magar, Sangita C. Angare and Jyoti Ashok Chavan have released their shares in the said property in favour of Sonba Tukaram Dagade and others. Accordingly, their names have been deleted from the revenue records vide ME No. 4313.

13. It appears that Dilip Uttam Dagade had obtained a loan of Rs. 2,38,000/- from the Bank of India, Hadapsar Branch. Accordingly, the charge of the said Bank was mutated in the other rights column of the 7/12 extract of the said property on the share of Mr. Dilip U. Dagade vide M.E. No. 2344.

14. It appears that the said loan of Bank of India, Hadapsar Branch was subsequently repaid. Accordingly, the charge of the said Bank was deleted from the other rights column of the 7/12 extract of the said property vide M.E. No. 5363.

15. It appears from the available documents that vide an Agreement with Possession dated 19/07/1990, Ramchandra Namdev Dagade, Sudam Laxman Dagade, Baban Laxman Dagade, Dattu Dagadu Dagade, Kundlik Dattu Dagade, Mrs. Subhadrabai Uttam Dagade, Dilip Uttam Dagade, Shri. Sonba Tukaram Dagade and Maruti Tukaram Dagade agreed to sell and transfer an area admeasuring about 00 Hectare 18.33 Ares out of the said property in favour of Mr. Ashok Abdagiri and also executed a Power of Attorney dated 19/07/1990 in favour of Mr. Nivrutti Zurange. The said Agreement dated 19/07/1990 is registered at the office of Sub Registrar, Mulshi (Paud) at Sr. No. (P) 1075/1990. Further, the said Power of Attorney dated 19/07/1990 is notarized at Sr. No. C/1409

16. Subsequently, vide a Development Agreement dated 12/07/1999, Ramchandra Namdev Dagade (as Karta of HUF), Sudam Laxman Dagade (as Karta of HUF), Baban Laxman Dagade (as Karta of HUF), Dattu Dagadu Dagade (as Karta of HUF), Kundlik Dattu Dagade (as Karta of HUF), Mrs. Subhadrabai Uttam Dagade for self and as mother and natural guardian of Nitin Uttam Dagade, Dilip Uttam Dagade (as Karta of HUF), Shri. Sonba Tukaram Dagade (as Karta of HUF) and Maruti Tukaram Dagade (as Karta of HUF) granted the development rights of an area admeasuring 00 Hectare 18.33 Ares out of S. No. 339, Hissa No. 7 in favour of M/s. Desai and Gaikwad. It appears from the available documents that Mr. Ashok Abdagiri has executed the said Agreement as a Consenting party. It appears the said persons have also executed an Irrevocable Power of Attorney in favour of Mr. Chetan Gaikwad. The said Development Agreement and Irrevocable Power of Attorney both dated 12/07/1999 are registered at the office of Sub Registrar, Mulshi (Paud) at Sr. No 2605/1999 and 2604/1999, respectively~~1.~~

17. Subsequently, vide a Sale Deed dated 05/02/2004, Mr. Maruti Genu Dagade, Badashah Maruti Dagade, Gulab Maruti Dagade, Santosh Maruti Dagade (as one group), Mr. Ramchandra Namdev Dagade (Karta of HUF), Sudam Laxman Dagade (Karta of HUF), Baban Laxman Dagade (Karta of HUF), Dattu Dagadu Dagade, Kundlik Dattu Dagade (Karta of HUF), Mrs. Subhadrabai Uttam Dagade (Karta of HUF), Dilip Uttam Dagade, Shri. Sonba Tukaram Dagade (Karta of HUF) and Maruti Tukaram Dagade (Karta of HUF) [as second group] and Baban Maruti Dagade along with Gulab Maruti Dagade (as third group) sold and transferred their respective shares admeasuring 00 Hectare 18.33 Ares each (totally adm. 54.99 Ares approx.) in favour of Chetan Dattaray Gaikwad, Partner of M/s. Desai and Gaikwad. The Sale Deed dated 05/02/2004 is registered at the office of Sub Registrar, Mulshi (Paud) at Sr. No. 2274/2004. It appears that by virtue of Sale Deed dated 05/02/2004, M/s. Desai and Gaikwad became owner of the said S. No. 339, Hissa No. 7. Accordingly, the name of M/s. Desai and Gaikwad, has been mutated in the revenue records vide ME No. 3430.

18. It appears that vide a Deed of Confirmation dated 07/03/2006 executed by Mr. Nathu Dattoba Dagade, Mr. Shahji Dattoba Dagade, Mr. Vitthal Dattoba Dagade, Mr. Pandurand Dattoba Dagade, Mr. Ankush Dattoba Dagade and Mr. Kundalik Dattoba Dagade confirmed the said Sale Deed dated 05/02/2004 with respect to their share of 00 Hectare 03 Ares out of said property and acknowledged the receipt of consideration there from and also executed an Irrevocable Power of Attorney dated 07/03/2006 in favour of Mr. Dattatraya Fakirba Gaikwad, Sunil Jaganath Avahad and Vaishali Chetan Gaikwad. The said Deed of Confirmation and Irrevocable Power of Attorney both dated 07/03/2006 are registered at the office of Sub Registrar Haveli No. 19 at Sr. Nos. 1704/2006 and 1705/2006 respectively.

19. It appears that thereafter, vide Deed of Confirmation dated 23/03/2006 executed by Mr. Baban Maruti Dagade, Gulab Maruti Dagade, Kondiba Tatyaba Dagade, Manda Changdev Dagade, Baban Mahadu Dagade, Vimal Bhagavan Dagade, Sanjay Bhagavan Dagade, Vijay Bhagavan Dagade, confirmed the said Sale Deed dated 05/02/2004 with respect to their share admeasuring 00 Hectare13.5 Ares out of the said property and acknowledged the receipt of consideration there from and also executed an Irrevocable Power of Attorney dated 23/03/2006 in favour of Mr. Dattatraya Fakirba Gaikwad and Sunil Jaganath Avahad. The said Deed of Confirmation and Irrevocable Power of Attorney both dated 23/03/2006 are registered at the office of Sub Registrar, Haveli No. 19 at Sr. Nos. 2212/2006 and 2213/2006 respectively.

20. It appears vide M.E. No. 1067 that Bapu Rama Dagade expired intestate on 27/05/1962 leaving behind one son Ananda Bapu Dagade, wife Gaubai Bapu Dagade, and five daughters Pama Bapu Dagade, Shalu Bapu Dagade, Yamunabai Kanu Kudapane, Bhima Nathu Bhilare and Nabu Ganpat Darekar as his only legal heirs. Accordingly, name of Ananda Bapu Dagade was mutated in the revenue records as Karta of HUF.

21. Thereafter, it appears that Mrs. Janabai Ananda Dagade along with her family members executed a Deed of Confirmation dated 24/03/2006 thereby confirming the said Sale Deed dated 05/02/2004 with respect to their share in the said property and acknowledged the receipt of consideration and also executed an Irrevocable Power of Attorney dated 24/03/2006 in favour of Mr. Dattatraya Fakirba Gaikwad and Vaishali Chetan Gaikwad. The said Deed of Confirmation and Irrevocable Power of Attorney both dated 23/03/2006 are registered at the office of Sub Registrar, Haveli No. 19 at Sr. Nos. 2175/2006 and 2176/2006 respectively.

22. It appears vide M.E. No. 496 that Vishnu Laxman Dagade (one of the co-owners of the said property) expired intestate on 05/04/1946 leaving behind one minor son Dhondiba Vishnu Dagade, wife Taibai Vishnu Dagade as his only legal heirs. Accordingly, the names of the above persons have been mutated in the revenue records.

23. It appears vide a Deed of Confirmation dated 09/06/2006 executed by Mr. Shivaji Shankar Dagade, Ravishankar Shivaji Dagade, Dilip Jyotiba Dagade, Harishchandra Jyotiba Dagade, Dhanajay Jyotiba Dagade, Madan Narayan Dagade (as one group), Dattaraya Dhondiba Dagade, Rajendra Dattaraya Dagade, Suresh Dattaraya Dagade, Laxman Dhondiba Dagade, Pandurang Laxman Dagade, Dyaneshwar alias Kalidas Laxman Dagade (as second group – being the heirs and family members of Dhondiba Vishnu Dagade) confirmed the Sale Deed dated 05/02/2004 with respect to their share admeasuring 00 Hectare 4.5 Ares in the said property and have also executed an Irrevocable Power of Attorney dated 09/06/2006 in favour of Mr. Dattatraya Fakirba Gaikwad, Sunil Jaganath Avhad and Vaishali Chetan Gaikwad. The said Deed of Confirmation and Irrevocable Power of Attorney both dated 09/06/2006 are registered at the office of Sub Registrar, Haveli No. 19 at Sr. Nos. 4101/2006 and 4102/2006 respectively.

24. It appears vide M.E No.1199 that Babu Raghu Dagade expired intestate on 09/09/1969 leaving behind two sons Nivrutti Babu Dagde and Eknath Babu Dagade and wife Sonabai Babu Dagade as his only legal heirs. Accordingly, the name of Nivrutti Babu Dagade has been mutated in the revenue records.

25. It appears that vide a Deed of Confirmation dated 20/06/2006 executed by Mr. Nivrutti Babu Dagade and 07 others (being the heirs and family members of Late Babu Raghu Dagade), confirmed the Sale Deed dated 05/02/2004 with respect to their share admeasuring 00 Hectare 6.3 Ares in the said property and also executed an Irrevocable Power of Attorney dated 20/06/2006 in favour of Mr. Dattatraya Fakirba Gaikwad, Sunil Jaganath Avhad and Vaishali Chetan Gaikwad. The said Deed of Confirmation and Irrevocable Power of Attorney both dated 20/06/2006 are registered at the office of Sub Registrar Haveli No. 19 at Sr. Nos. 4404/2006 and 4405/2006 respectively.

26. It appears from ME No. 4293 that vide a Release Deed dated 22/10/2008, Sunanda Kashinath Bhunde, Mangal Praksah Vede and Sangita Shivaji Modak have released their shares in the said

property in favour of Ramdas, Vijay and Rajendra Dhondiba Dagade. The said Release Deed dated 22/10/2008 is registered at the office of Sub Registrar, Haveli no. 15 at Sr. no. 7158/08.

27. It appears that vide a Deed of Conveyance dated 27/07/2011, Vaidehi D. Gaikwad along with M/s. Desai and Gaikwad and others sold and transferred the said property in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Deed of Conveyance dated 27/07/2011 is registered at the office of Sub Registrar, Haveli No. 10 at Sr. No. 8839/2011. Accordingly, the name of the said Goel Ganga Developers (India) Pvt. Ltd. has been mutated in the revenue records vide ME No. 5361.

28. It appears that Mrs. Sulabai alias Kantabai Suresh Bangire, one of the heirs of Late Eknath Babu Dagade executed a Confirmation Deed dated 21/08/2013 in favour of Goel Ganga Developers (India) Pvt. Ltd thereby confirming the Deed of Conveyance dated 27/07/2011 is registered at the office of Sub Registrar, Haveli No. 10 at Sr. No. 8839/2011 executed in favour of Goel Ganga Developers (India) Pvt. Ltd as well as all the previous documents executed in respect of the said property. The said Confirmation Deed dated 21/08/2013 is registered at the office of Sub Registrar, Haveli no. 10 at Sr. no. 9651.

<u>CONVERSION FROM "NEW TENURE" TO "OLD TENURE":</u>

It appears from the available documents that the said S. No. 339/7, was Patil Inam Lands, which was later on abolished and the said S. No. 339/7 was converted to "New Tenure" and the remark to that effect was mutated in the other rights column of the 7/12 extract.

It appears that on an application to that effect to convert the said S. No. 339/7 to "Old tenure" from "New Tenure" and on the payment of the Nazrana amount as fixed by the Concerned Competent Authority, the Tehsildar, Mulshi vide its Order dated 31/12/2012, converted an area adm. 55 Ares bearing S. no. 339/7, to "Old tenure". Accordingly, the necessary mutation was carried on the 7/12 extract vide ME no. 5578.

M. <u>S. No. 339/8</u>

1. It appears from the available documents that the property bearing S. No. 339 Hissa No. 8 was owned by Mr. Babu Rama Dagade, Mr. Ganpat Gopal Bandal and Ganpat Shiva Dagade.

2. It appears that the said property bearing S. No. 339, Hissa No. 8 was a "Patil Inam" land. It appears that after the implementation of the Maharashtra Inam Lands Abolition Act, the said Patil Inam was abolished vide ME no. 1087.

3. It appears that due to the default of payment of the possession price determined by the Government, the name of Government was mutated on the said property and the remark of "Sarkar Akari Pad" was mutated in the revenue records of the said property vide ME No. 1150.

4. It appears that vide an Order dated 11/11/1972, issued by the Tehsildar, Mulshi, the said property was re-granted to the original owners viz., Mr. Babu Rama Dagade, Mr. Ganpat Gopal Bandal and Ganpat Shiva Dagade on new tenure and a mutation as regards the same was made vide ME No. 1242.

5. It appears that Ganpat Gopal Bandal expired intestate on 30/12/1969 leaving behind four sons viz., Bhagwan, Soma, Yashwant and Ramchandra, one daughter Gangubai Rahu Rakshe and wife Gitabai Ganpat Bandal as his only legal heirs. Accordingly, the name of Bhagwan Ganpat Bandal was mutated on revenue records as Karta of HUF and the names of daughter and wife of late Ganpat Bandal were recorded in other rights column vide M. E. No. 1173.

6. It appears that on an Application made by Gangubai Rahu Rakshe, daughter of late Ganpat Bandal, her name was deleted from the other rights column of the 7/12 extract vide ME No. 1274.

7. It appears that in the meanwhile on application made by Shri Yashwant Ganpat Bandal that the said property is ancestral land, the name of Bhagwan Ganpat Bandal, Karta, H.U.F. was deleted and the names of all heirs of Late Ganpat Gopal Bandal as per M. E. No. 1173 were mutated on 7/12 extract of the property vide mutation entry no. 1917.

8. It appears that with the enforcement of the Standard of Weights and Measures Enforcement Act, 1955, the area of the said property was changed from Acres and Gunthas to Hectares and Ares vide ME No. 1178. Accordingly, the area of the said property was changed to 01 Hectare 01 Are from 02 Acres 20 Gunthas.

9. It appears that Babu Rama Dagade expired on 28/10/1979 leaving behind his wife Rajabai as his only legal heir. Accordingly, the name of Rajabai Baburao Dagade was mutated on the 7/12 extract of the property vide ME No. 1382. It further appears that vide the said ME No. 1382, the name of son of Late Babu Rama Dagade viz. Anita was corrected on revenue records of property bearing S. No. 134.

10. It appears from the available documents that Ganpat Shivaji Dagade, Ghanshyam Ganpat Dagade and Popat Ganpat Dagade executed an Agreement in favour of Mr. Ashok Abdagiri for the development of an area admeasuring about 00 Hectare 23.8 Ares out of the said property in favour of Mr. Ashok Abdagiri

11. It appears that in pursuance of the said Agreement, Ganpat Shivaji Dagade, Ghanshyam Ganpat Dagade and Popat Ganpat Dagade executed an Irrevocable Power of Attorney dated 29/07/1989 in favour of Mr. Chadrakant Krushnaji Phule for carrying out the development work of an area admeasuring 00 Hectares 23.8 Ares out of the property.

12. It appears that Ganpat Shiva Dagade expired intestate on 07/07/1994 leaving behind his two sons viz., Ghanshyam Ganpat Dagade, Popat Ganpat Dagade and wife Smt. Rangubai Ganpat Dagade as his only legal heirs. Accordingly, the names of the above persons were mutated on the revenue records vide ME no. 2016.

~~13.~~ It appears that vide Sale Deed dated 02/01/1996, Smt. Rajabai Babu Dagade sold and transferred an area admeasuring 00 Hectare 17.67 Ares out of the said property to Mr. Ashok Dattatraya Abdagiri. Accordingly, the name of Mr. Ashok Abdagiri has been mutated in the revenue records vide mutation entry no. 2144.

14. It appears that vide a Development Agreement dated 25/11/1998, Shri. Ashok Dattatraya Abdagiri assigned the development rights of an area admeasuring 00 Hectare 16.84 Ares out of the said property (i.e. the area purchased from Smt. Rajabai Dagade) in favour of M/s. Desai and

Gaikwad a Partnership Firm and also executed an Irrevocable Power of Attorney dated 25/11/1998 to that effect in favour of Mr. Chetan D. Gaikwad. The said Development Agreement as well as Irrevocable Power of Attorney both dated 25/11/1998 are registered at the office of Sub Registrar Mulshi (Paud), at Serial Nos. 4564/1998 and 4565/1998 respectively.

15. It appears that vide a Development Agreement dated 31/07/1998, Shri. Ghanshyam Ganpat Dagade, Shri. Popat Ganpat Dagade and Smt. Rangubai Ganpat Dagade assigned the development rights of an area admeasuring 00 Hectare 33.66 Ares out of the said property in favour of M/s. Desai and Gaikwad and also executed an Irrevocable Power of Attorney dated 31/07/1998 to that effect in favour of Mr. Chetan D. Gaikwad. It appears that Mr. Ashok Abdagiri has executed the said Development Agreement dated 31/07/1998 as a Consenting Party. The said Development Agreement as well as Irrevocable Power of Attorney both dated 31/07/1998 are registered at the office of Sub Registrar, Mulshi (Paud), at Serial Nos. 3178/1998 and 3179/1998 respectively.

16. It appears that vide a Development Agreement dated 25/11/1998, Shri. Soma Ganpat Bandal and 02 others assigned the development rights of an area admeasuring 00 Hectare 25.25 Ares out of the said property in favour of M/s. Desai and Gaikwad and also executed an Irrevocable Power of Attorney dated 25/11/1998 to that effect in favour of Mr. Chetan D. Gaikwad. It appears that Mr. Ashok Abdagiri has executed the said Development Agreement dated 25/11/1998 as a Consenting Party. The said Development Agreement as well as Irrevocable Power of Attorney both dated 25/11/1998 are registered at the office of Sub Registrar, Mulshi (Paud), at Serial Nos. 4558/1998 and 4559/1998 respectively.

17. It appears that Ramchandra Ganpat Bandal expired on 02/07/1999 leaving behind four daughters viz. Mrs. Anita Chandrakant Gaikwad, Mrs. Sunita S. Hande, Ms. Surekha R. Bandal and Asha R. Bandal, one son Ganesh and wife Janabai Ramchandra Bandal as his only legal heirs. Accordingly, the names of the above persons were mutated in the revenue records of the said property vide ME no. 2875.

18. It appears that Yashwant Ganpat Bandal expired on 07/05/2000 leaving behind wife viz., Tanhubai Yashwant Bandal as his only legal heir. Accordingly the name of his wife was mutated in the revenue records vide mutation entry no. 2980.

19. It appears that Ashok Dattatraya Abdagiri expired on 04/05/2000 leaving behind wife Shobha Ashok Abdagiri and two sons viz., Rahul and Mukul as his only legal heirs. Accordingly the names of his heirs were mutated in the revenue records vide mutation entry no. 3067.

20. It appears that subsequently, vide an Agreement to Sale dated 03/09/2003 Shri. Ghanshyam Ganpat Dagade and 10 others agreed to sell and transfer an area admeasuring about 00 Hectare 33.66 Ares out of the said property in favour of M/s. Desai and Gaikwad and also executed an Irrevocable Power of Attorney dated 02/09/2003 to that effect in favour of Mr. Chetan Gaikwad and Mr. Sunil Avhad.

21. It appears that vide a Development Agreement dated 09/02/2004, Shri. Bhagwan Ganpat Bandal and 18 others granted the development rights of an area admeasuring 00 Hectares 50.50 Ares out of the said property in favour of M/s. Desai and Gaikwad and also executed an Irrevocable Power of Attorney dated 09/02/2004 in favour of Chetan D. Gaikwad and Sunil Avhad to that effect. The said

Development Agreement as well as Irrevocable Power of Attorney dated 09/02/2004 are registered at the office of Sub Registrar Mulshi (Paud), Serial Nos. 758/2004 and 759/2004 respectively.

22. It appears that vide a Sale Deed dated 23/04/2004, Shri. Ghanshyam Ganpat Dagade and 14 others, sold and transferred an area admeasuring about 00 Hectare 50.50 Ares out of the said property in favour of Mr. Chetan D. Gaikwad, Partner, M/s. Desai and Gaikwad. The said Sale Deed dated 23/04/2004 is registered at the office of Sub – Registrar Mulshi (Paud), at Sr. No. 2275/2004. Accordingly, the name of the said M/s. Desai and Gaikwad was mutated in the revenue records as owner of the said share vide ME No. 3431.

23. It appears that vide a Sale Deed dated 23/04/2004, Shri. Bhagwan Ganpat Bandal and 21 others sold and transferred an area admeasuring about 00 Hectare 50.50 Ares out of the said property in favour of Shri. Chetan Dattatray Gaikwad, partner M/s. Desai and Gaikwad. The said Sale Deed dated 23/04/2004 is registered at the office of Sub – Registrar Mulshi (Paud), at Sr. No. 2283/2004. Accordingly, the name of the said M/s. Desai and Gaikwad was mutated in the revenue records as owner of the said share vide ME No. 3417.

24. It appears that Chetan Dattatray Gaikwad expired on 12/02/2006 leaving behind mother viz., Vaidehi D. Gaikwad, wife Vaishali Chetan Gaikwad and two minor sons viz., Om and Neil as his only legal heirs. Accordingly, the names of the above heirs were mutated on the revenue records vide ME No. 5362.

25. It appears that subsequently, a partial partition was arrived at between the heirs of late Chetan Gaikwad whereby, the properties owned by Chetan Gaikwad were partitioned and allotted between his legal heirs vide a Deed of Partial Partition dated 21/07/2011. It appears that vide the said Deed of Partial Partition the said property along with other properties was allotted to Vaidehi D. Gaikwad. Further, the wife and sons of late Chetan Gaikwad were given certain consideration in lieu of their share. The said Deed of Partial Partition dated 21/07/2011 is registered at the Office of Sub registrar, Haveli No. 15 at Sr. No. 6311/2011. Accordingly, the necessary mutation was carried out on the revenue records vide ME No. 5360.

26. It appears that vide a Deed of Conveyance dated 27/07/2011, Vaidehi D. Gaikwad along with M/s. Desai and Gaikwad and others sold and transferred the said property in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Deed of Conveyance dated 27/07/2011 is registered at the office of Sub Registrar, Haveli No. 10 at Sr. No. 8839/2011. Accordingly, the name of Goel Ganga Developers (India) Pvt. Ltd. has been mutated in the revenue records vide ME No. 5361.

<u>CONVERSION FROM "NEW TENURE" TO "OLD TENURE":</u>

It appears from the available documents that the said S. No. 339/8, was Patil Inam Lands, which was later on abolished and the said S. No. 339/8 was converted to "New Tenure" and the remark to that effect was mutated in the other rights column of the 7/12 extract.

It appears that on an application to that effect to convert the said S. No. 339/8 to "Old tenure" from "New Tenure" and on the payment of the Nazrana amount as fixed by the Concerned Competent Authority, the Tehsildar, Mulshi vide its Order dated 31/12/2012, has converted an area adm. 01

hectare 01 Are bearing S. no. 339/8, to "Old tenure". Accordingly, the necessary mutation was carried on the 7/12 extract vide ME no. 5578.

N. **S. No. 339/9/1**

1. It appears from the perusal of the documents furnished, that the Namdeo Genu Dagade was having a share of 2 Anna (0-11.12 R) in property at Survey No 339/9 admeasuring 00 Hec and 88 Ares.

2. It appears that the said property bearing S. No. 339, Hissa No. 9 was a "Patil Inam" land. It appears that after the implementation of the Maharashtra Inam Lands Abolition Act, the said Patil Inam was abolished and the property was granted on new tenure.

3. It appears that due to the default of payment of the possession price determined by the Government, the name of Government was mutated on the said property and the remark of "Sarkar Akari Pad" was mutated in the revenue records of the said property vide ME No. 1150.

4. It appears that with the enforcement of the Standard of Weights and Measures Enforcement Act, 1955, the area of the said property was changed from Acres and Gunthas to Hectares and Ares vide ME No. 1178. Accordingly, the area of the said property was changed to 00 Hectare 88 Ares

5. It appears that subsequently on the payment of the price of the "Kabja Hakka" as decided by the Government, the said property was re-granted to the said owners on "new Tenure" and mutation as regards the same was made in the revenue records vide ME No. 1182.

6. It appears that Namdeo Genu Dagade expired on 23/12/1986 leaving behind 3 sons Eknath, Bhika and Kashinath and 02 daughters viz., Tarabai Masku Tingre, Fulabai Murlidhar Parande as his only legal heirs. Accordingly, the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 1569.

7. It appears that Eknath Namdeo Dagade expired on 19/04/1996 leaving behind one son Dattatraya, 02 wifes Muktabai and Sindubai, 01 daughter viz., Sunita Kaluram Tupe and heirs of pre-deceased son Balasaheb viz., Mangal Balasaheb Dagade and Ashwini Balasaheb Dagade as his only legal heirs. Accordingly, the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 2189.

8. It appears from the perusal of ME No. 3194 that the Tehsildar, Mulshi vide its Order dated Vatan/Kavi/574/02 dated 07/05/2002 declared the portion owned by heirs of Late Namdeo Genu Dagade viz., Bhika Namdeo Dagade and others as having being changed to "Old Tenure" subject to certain conditions as mentioned in ME No. 3194.

9. It appears that vide an Agreement to Sell dated 21/11/2003, Bhika Namdeo Dagade and 08 others agreed to sell their share of the property admeasuring about 00 Hectare 7.5 Ares out of the property bearing S. No. 339, Hissa No. 9 in favour M/s. Desai and Gaikwad.

10. It further appears that in pursuance of the said Agreement to Sell dated 21/11/2003, Bhika Namdeo Dagade and 08 others also executed an Irrevocable Power of Attorney dated 21/11/2003

in favour of Chetan Dattatray Gaikwad and Sunil Avhad w.r.t. the said area admeasuring about 00 hectare 7.5 Ares. The said Irrevocable Power of Attorney dated 21/11/2003 is registered at the office of Sub-Registrar Mulshi (Paud) at Sr. No.5375/2004.

11. It appears that subsequently vide a Sale Deed dated 23/04/2004, Bhika Namdeo Dagade and 08 others through their Power of Attorney holder Mr. Sunil Avhad sold and transferred the said area admeasuring about 00 hectare 7.5 Ares in favour of Mr. Chetan Dattatray Gaikwad, partner M/s. Desai and Gaikwad. The said Sale Deed dated 23/04/2004 is registered at the office of Sub-Registrar Mulshi (Paud) at Sr. No. 2290/2004. Accordingly, the name of Mr. Chetan Dattatray Gaikwad was mutated in the revenue records vide Mutation Entry No.3419.

12. It appears vide Mutation Entry No. 3474 that due to the computerization of the land records and as per the letter dated 09/10/2003 of the Commissioner and Order of the Tehsildar bearing No. HNO/VASI/1590/2004 dated 27/10/2004, the properties on new tenure were separated from Khalasa lands and separate 7/12 Extracts for the same were prepared. Accordingly, the property owned by Mr. Chetan Gaikwad was renumbered as S. No. 339, Hissa no. 9/1 and a separate 7/12 extract was prepared for the said S. No. 339/9/1. An entry as regards the same is appearing in the other rights column of the 7/12 extract of the said property.

13. It further appears that Chetan Dattatray Gaikwad expired on 12/02/2006, leaving behind mother, Mrs. Vaidehi Dattatray Gaikwad, wife Vaishali Chetan Gaikwad, two sons Om Chetan Gaikwad and Neil Chetan Gaikwad as only his legal heirs. Accordingly, the names of the above persons were mutated in the revenue records vide ME No. 5362.

14. It appears that subsequently, a partition was arrived at between the heirs of late Chetan Gaikwad whereby, the properties owned by Chetan Gaikwad were partially partitioned and allotted between his legal heirs vide a Deed of Partial Partition dated 21/07/2011. It appears that vide the said Deed of Partial Partition the said property along with other properties was allotted to Mrs. Vaidehi D. Gaikwad. Further, the wife and sons of late Chetan Gaikwad were given certain consideration in lieu of their share. The said Deed of Partial Partition dated 21/07/2011 is registered at the Office of Sub registrar, Haveli No. 15 at Sr. No. 6311/2011.Accordingly, the necessary mutation was carried out in the 7/12 extracts vide ME No. 5360.

15. It appears that vide a Deed of Conveyance dated 27/07/2011, Vaidehi D. Gaikwad along with M/s. Desai and Gaikwad and others sold and transferred the said property in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Deed of Conveyance dated 27/07/2011 is registered at the office of Sub Registrar, Haveli No. 10 at Sr. No. 8839/2011. Accordingly, the name of Goel Ganga Developers (India) Pvt. Ltd. was mutated in the revenue records vide ME No. 5361.However, it appears that the name of Goel Ganga Developers (India) Pvt. Ltd. has been mutated to the extent of only 00 Hectare 7.4 Ares.

CONVERSION FROM "NEW TENURE" TO "OLD TENURE":

It appears from the available documents that the said S. No. 339/9/1 was a Patil Inam Land, which was later on abolished and the said S. No. 339/9/1 was converted to "New Tenure" and the remark to that effect was mutated in the other rights column of the 7/12 extract.

It appears that on an application to that effect to convert the said S. No. 339/9/1 to "Old tenure" from "New Tenure" and on the payment of the Nazrana amount as fixed by the Concerned

Competent Authority, the Tehsildar, Mulshi vide its Order dated 31/12/2012, has converted an area adm. 7.5 Ares out of S. no. 339/9/1, to “Old tenure”. Accordingly, the necessary mutation was carried on the 7/12 extract vide ME no. 5578.

O. S. No. 339/10

1. It appears from the available documents that the property bearing S. No. 339 Hissa No. 10 admeasuring 92 Ares was owned by Genu Bala Dagade, Tukaram Dagade, Jaban Bala Dagade, Gayakom Tukaram Dagade and Nagu Vithu Dagade jointly.

2. It appears that the said property bearing S. No. 339, Hissa No. 10 was a “Patil Inam” land. It appears that after the implementation of the Maharashtra Inam Lands Abolition Act, the said Patil Inam was abolished vide ME no. 1087.

3. It appears that due to the default of payment of the possession price determined by the Government, the name of Government was mutated on the said property and the remark of “Sarkar Akari Pad” was mutated in the revenue records of the said property vide ME No. 1150.

4. It appears that Genu Bala Dagade and Tukaram Genu Dagade expired. As the said persons had no any legal heirs, their names were deleted from the revenue records and the names of the other co-owners viz., Nagu Vithu Dagade, Gayakom Tukaram Dagade and Jaban Bala Dagade were retained on revenue records vide M.E. No. 430.

5. It appears that Nagu Vithu Dagade expired on 10/02/1944 leaving behind his sons Balu alias Babu N. Dagade and Laxman N. Dagade as his only legal heirs. Accordingly, their names were mutated on the revenue record of the said S. No. 339, hissa No. 10 vide ME No. 462.

6. It appears that with the coming into force of the Standard of Weights and Measures Enforcement Act, 1955, the area of the said property was changed from Acres and Gunthas to Hectares and Ares vide ME No. 1178. Accordingly, the area of the said property was changed to 00 Hectare 92 Ares.

7. It appears vide ME No. 1204 that the property bearing S. No. 339, Hissa No. 10, being “Patil Inam” was re-granted to the Jaban Bala Dagade and 05 others on ‘New Tenure’.

8. It appears that Balu alias Babu Nagu Dagade expired leaving behind his son Kisan Babu Dagade and two daughters Kausalya Tukaram Nimhan and Subhadra Dhanaji Sutar as his only legal heirs. Accordingly, the names of the above owners were mutated on the revenue record vide M.E. No. 1428.

9. It appears that Mr. Sanjay Baban Dagade, the grandson of Late Babu Nagu Dagade made an application to the concerned revenue Office that at the time of death of Late Babu Nagu Dagade, all the heirs were not brought on the revenue record. Mr. Sanjay Baban Dagade also stated that the name of his pre-deceased father viz., Baban Babu Dagade was not mutated in the revenue records. Accordingly, vide the ME No. 1771, the names of Sanjay Baban Dagade and Ranjana Namdeo Tatle (being children of pre-deceased son of Late Babu Nagu Dagade) have been mutated in the revenue records along with the heirs as mentioned vide ME No. 1428.

10. It appears that Shri. Kisan Babu Dagade executed a Power of Attorney dated 18/07/1989 in favour of Mr. Chadrakant Krushnaji Phule for carrying out the development of the property bearing S. No. 339, Hissa No. 10.

11. It further appears that Shri. Kisan Babu Dagade executed an Agreement dated 21/07/1989 in respect of an area admeasuring about 00 Hectare 7.66 Ares in favour of Mr. Ashok Abdagiri. The said Agreement dated 21/07/1989 appears to be registered at the Office of Sub registrar, Maval at Sr. No. 3860.

12. It appears that Laxman Nagu Dagade expired on 08/11/1989 leaving behind his son viz., Arjun, Sudam and Shankar, three daughters viz., Bayadabai N. Nawale, Kantabai B. Aangare, Nanda S. Hagawane and wife Smt. Anajanabai Laxman Dagade as his only legal heirs. It appears that names of sons of Late Laxman Nagu Dagade were entered in the owners column of 7/12 extract as Kabjedar and the names of daughter and wife of Late Laxman Nagu Dagade were mutated in the other rights column of the 7/12 extract vide M.E. No. 1773.

13. It appears that Kausalya alias Parvatibai Tukaram Nimhan expired on 18/11/1989 leaving behind son Balu Tukaram Nimhan and two daughters Manda Suresh Ovale and Sunanda Sopan Ghogare as her only legal heirs. Accordingly, their names were mutated in the other rights column of the 7/12 extract vide M.E. No. 2198.

14. It appears that Jaban alias Jagannath Bala Dagade and 9 others have executed an Agreement thereby agreeing to sell the said property bearing S. No. 339, Hissa No. 10 in favour of Mr. Ashok Abdagiri.

15. It appears that in pursuance of the said Agreement, Jaban alias Jagannath Bala Dagade and 9 others have also executed a Power of Attorney dated 12/12/1995 in favour of Shri. Vinayak Jaban Dagade for dealing with the property bearing S. No. 339 Hissa No. 10.

16. It appears that vide a Sale Deed dated 05/01/1996, Kisan Babu Dagade, Sanjay Baban Dagade and Mrs. Ranjana Tatle sold and transferred an area admeasuring about 00 Hectare 16 Ares out of the property bearing S. No. 339, Hissa No. 10 in favour of Mr. Ashok D. Abdagiri. The said Sale Deed dated 05/01/1996 appears to be registered at the Office of Sub registrar, at Sr. No. 88/1996. Accordingly, the name of Mr. Ashok D. Abdagiri was mutated on the revenue record vide M.E. No. 2495. However, it appears that the said entry was cancelled due to Order dated 03/11/2003 issued by Tehsildar, Mulshi in Case No. HNo./Bavdhan Budruk/26/97.

17. It appears that vide a Sale Deed dated 02/04/1996 Vinayak Jaban Dagade and 10 others sold and transferred an area admeasuring about 00 Hectare 31 Ares out of the property bearing S. No. 339, Hissa No. 10 in favour of Mr. Ashok D. Abdagiri. The said Sale Deed dated 02/04/1996 appears to be registered at office of Sub registrar, at Sr. No. 82/1996. Accordingly, the name of Mr. Ashok D. Abdagiri was mutated on the revenue record vide M.E. No. 2493. However, it appears that the said entry was cancelled due to Order dated 03/11/2003 issued by Tehsildar, Mulshi in Case No. HNo./Bavdhan Budruk/26/97.

18. It appears that vide a Sale Deed dated 23/05/1996 executed by Balu Tukaram Nimhan and 3 others sold and transferred their rights in the property bearing S. No. 339/10 in favour of Mrs. Shobha A. Abdagiri. The said Sale Deed dated 23/05/1996 appears to be registered at the office

of Sub Registrar, at Sr. No. 1479/1996. Accordingly, the name of Mrs. Shobha A. Abdagiri was mutated in revenue records vide ME No. 2497. It appears that as the names of the sellers were mutated in the other rights of the 7/12 extract, therefore the said M.E. No. 2497 was cancelled.

19. It appears that vide a Sale Deed dated 27/04/1998, Ashok Dattatray Abdagiri sold and transferred an area admeasuring about 00 Hectare 46 Ares out of the property bearing S. No. 339/10 in favour of Sulakshana Murthy. The said Sale Deed dated 27/04/1998 appears to be registered at Sr. No. 1786/1998 (New Sr. No. 3619/2002). Accordingly, the name of Sulakshana Murthy was mutated in the revenue records vide ME No. 3214.

20. It appears that vide a Development Agreement dated 31/07/1998, Shri. Kisan Babu Dagade assigned the development rights of an area admeasuring 00 Hectare 7.66 Ares out of the said property in favour of M/s. Desai and Gaikwad, a Partnership Firm and also executed an Irrevocable Power of Attorney dated 31/07/1998 to that effect in favour of Mr. Chetan D. Gaikwad. It appears that Mr. Ashok Abdagiri has executed the said Development Agreement as a Consenting Party. The said Development Agreement as well as Irrevocable Power of Attorney both dated 31/07/1998 are registered at the office of Sub Registrar Mulshi (Paud), at Serial Nos. 3180/1998 and 3181/1998 respectively.

21. It appears that vide a Development Agreement dated 31/07/1998, Shri. Arjun Laxman Dagade and 13 others assigned the development rights of an area admeasuring 00 Hectare 15.33 Ares out of the property bearing S. No. 339, Hissa No. 10 in favour of M/s. Desai and Gaikwad, a Partnership Firm and also executed an Irrevocable Power of Attorney dated 31/07/1998 to that effect in favour of Mr. Chetan D. Gaikwad. It appears that Mr. Ashok Abdagiri has executed the said Development Agreement as a Consenting Party. The said Development Agreement as well as Irrevocable Power of Attorney both dated 31/07/1998 are registered at the office of Sub Registrar Mulshi (Paud), at Serial Nos. 3254 /1998 and 3255/1998 respectively.

22. It appears that vide a Development Agreement dated 26/04/1999, Shri. Sanjay Baban Dagade and Sau. Ranjana Namdeo Tatle assigned the development rights of an area admeasuring 00 Hectare 7.66 Ares out of the said property in favour of M/s. Desai and Gaikwad a Partnership Firm and also executed an Irrevocable Power of Attorney dated 26/04/1999 to that effect in favour of Mr. Chetan D. Gaikwad. It appears that Mr. Ashok Abdagiri has executed the said Development Agreement as a Consenting Party. The said Development Agreement as well as Irrevocable Power of Attorney both dated 26/04/1999 are registered at the office of Sub Registrar Mulshi (Paud), at Serial Nos.1632 /1999 and 1633/1999 respectively.

23. It appears that subsequently, vide a Sale Deed dated 05/02/2004, Shri. Kisan Bapu Dagade, Shri Arjun Laxman Dagade and 20 others along with Sanjay Baban Dagade and Ranjana Tatale sold and transferred their respective holdings totally admeasuring in aggregate about 00 Hectare 30.65 Ares out of the property bearing S. No. 339/10 in favour of Mr. Chetan Gaikwad, Partner, M/s. Desai and Gaikwad. The said Sale Deed dated 05/02/2004 is registered at the office of Sub Registrar, Mulshi (Paud), at Sr. No. 2276/2004.

24. It appears that vide a Development Agreement dated 10/08/1998, Shri. Jaban Bala Dagade and 10 others assigned the development rights of an area admeasuring 00 Hectare 31 Ares out of the property bearing S. No. 339, Hissa No. 10 in favour of M/s. Desai and Gaikwad and have executed an Irrevocable Power of Attorney dated 10/08/1998 in favour of Chetan Gaikwad. It

appears that Mr. Ashok Abdagiri has executed the said Development Agreement as a Consenting Party. The said Development Agreement as well as the Irrevocable Power of Attorney both dated 10/08/1998 are registered at the office of Sub Registrar, Mulshi (Paud), at Serial Nos. 3304 /1998 and 3305/1998, respectively.

25. It appears that the Sale Deed dated 05/02/2004 Shri. Jaban Bala Dagade and 10 others sold and transferred an area admeasuring about 00 Hectare 31 Ares out of the property bearing S. No. 339/10 in favour of Mr. Chetan Gaikwad, Partner, M/s. Desai and Gaikwad. The said Sale Deed dated 05/02/2004 is registered at the office of Sub Registrar Mulshi (Paud), at Sr. No. 2273/2004.

26. It appears that vide a subsequent Sale Deed dated 23/06/2011 executed by Shri. Jagannath alias Jaban Bala Dagade and 20 others sold and transferred an area admeasuring about 00 Hectare 30.66 Ares out of the property bearing S. No. 339, Hissa no. 10 in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Sale Deed dated 23/06/2011 is registered at the office of Sub Registrar, Haveli No. 10, at Sr. No. 7336/2011.

27. It appears that Chetan Dattatray Gaikwad expired on 12/02/2006 leaving behind mother viz., Vaidehi D. Gaikwad, wife Vaishali Chetan Gaikwad and two minor sons viz., Om and Neil as his only legal heirs. Accordingly, the names of the heirs were mutated vide ME No. 5362.

28. It appears that subsequently, a partial partition was arrived at between the heirs of late Chetan Gaikwad whereby, the properties owned by Chetan Gaikwad were partitioned and allotted between his legal heirs vide a Deed of Partial Partition dated 21/07/2011. It appears that vide the said Deed of Partial Partition of an area admeasuring out of 00 Hectare 31 Ares out of the property bearing S. No. 339, hissa No. 10 along with other properties were allotted to Vaidehi D. Gaikwad. Further, the wife and sons of late Chetan Gaikwad were given certain consideration in lieu of their share. The said Deed of Partial Partition dated 21/07/2011 is registered at the Office of Sub registrar, Haveli No. 15 at Sr. No. 6311/2011. Accordingly, the necessary mutation was carried out in the revenue records vide ME No. 5360.

29. It appears that vide a Deed of Conveyance dated 27/07/2011, Vaidehi D. Gaikwad along with M/s. Desai and Gaikwad and others sold and transferred an area admeasuring out of 00 Hectare 61.65 Ares out of the property bearing S. No. 339, Hissa No. 10 in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Deed of Conveyance dated 27/07/2011 is registered at the office of Sub Registrar, Haveli No. 10 at Sr. No. 8839/2011. Accordingly, the name of Goel Ganga Developers (India) Pvt. Ltd. was mutated in the revenue records vide ME No. 5361.

<u>PROPERTY ACQUIRED IN THE YEAR 2012:</u>

30. It appears that Shri Namdev Maruti Dagade was one of the co-owners of the landed property bearing S. no. 339, Hissa no. 10 and was entitled to 2 Anne 8 paise share therein.

31. It appears that Namdev Maruti Dagade expired intestate on 09/10/1995 leaving behind wife Tarabai, two sons Gulab and Diwanji and three daughters Anandibai Masal, Parvatibai Kate and Jhamabai Barne as his legal heirs. Accordingly, the names of the said legal heirs were mutated in the revenue records vide ME No. 2119.

32. It appears that vide a Development Agreement dated 31/12/2012, Smt. Tarabai N. Dagade, Gulab N. Dagade along with his family members and Diwanji N. Dagade along with his family members along with Anandibai Masal, Parvatibai Kate and Jhamabai Barne granted the development rights in the said undivided share adm. 15.33 Ares out of the said S. no. 339/10 in favour of Goel Ganga Developers (India) Pvt. Ltd and also executed an Irrevocable Power of Attorney dated 04/01/2013 to that effect in favour of Mr. Jaiprakash Goel and / or Atul Goel and / or Amit Goel. The said Development Agreement dated 31/12/2012 as well as Irrevocable Power of Attorney dated 04/01/2013 are registered at the office of Sub Registrar, Haveli No. 10 at Sr. nos. 189 and 190, respectively.

33. It appears that vide the said Development Agreement dated 31/12/2012, the said Goel Ganga Developers (India) Pvt. Ltd has agreed to construct and hand over 05 nos. / 06 nos. or 07 nos. of Flats adm. 750 sq. ft / 650 sq. ft or 550 sq. ft. (built up area) to Mr. Gulab Dagade and Mr. Diwanji Dagade. Further, Smt. Anandibai Masal, Parvatibai Kate and Jhamabai Barne along with some other co-owners have received consideration in the form of money.

34. It appears that, vide a Deed of Exchange dated 24/04/2014 executed between D S Kulkarni Developers .Ltd and Goel Ganga [India] Private Limited, registered at the office of Sub – Registrar Haveli No. 10, vide Sr. No. 4090 /2014. Goel Ganga [India] Private Limited has acquired an area adm.00 Hec. 11.044 Ares out of Survey No.339 Hissa No.10 .

35. It appears that vide a Deed of Exchange dated 24/04/2014 executed between D S Kulkarni Developers .Ltd and Goel Ganga [India] Private Limited, registered at the office of Sub – Registrar Haveli No. 10 vide Sr. No. 4091 /2014. Goel Ganga [India] Private Limited has acquired an area adm.00 Hec. 03.715 Ares Ares out of Survey No.339 Hissa No.10 .

36. It appears that a Sale Deed dated 24/04/2014 executed between DSKulkarni Developers Ltd and Goel Ganga [India] Private Limited, registered at the office of Sub – Registrar Haveli No. 10, vide Sr. No. 4092 /2014, Goel Ganga [India] Private Limited, has purchased an area adm.00 Hec. . .571 Ares out of Survey No. 339 Hissa No. 10.

P. <u>S. No. 339/11/2</u>

1. It appears from the perusal of the documents furnished, that the property bearing S. no. 339, Hissa No. 11 was owned by Eknath Genu Dagade and others jointly.
2. It appears that the said property bearing S. No. 339, Hissa No. 11 was a "Patil Inam" land. It appears that after the implementation of the Maharashtra Inam Lands Abolition Act, the said Patil Inam was abolished and the property was granted on new tenure.
3. It appears that due to the default of payment of the possession price determined by the Government, the name of Government was mutated on the said property and the remark of "Sarkar Akari Pad" was mutated in the revenue records of the said property vide ME No. 1150.
4. It appears that with the enforcement of the Standard of Weights and Measures Enforcement Act, 1955, the area of the said property was changed from Acres and Gunthas to Hectares and Ares vide ME No. 1178.

5. It appears vide M.E. No. 1203 A, that land bearing S.No.339 Hissa No.11 admeasuring about 1 Acre 22 Gunthas was re-granted to Mr. Eknath Genu Dagade and 04 others on new and indivisible tenure.

6. It appears vide ME No. 989 that Babu Mahadu Dagade purchased a portion out of the said property bearing S. No. 339/11 from Laxmibai Rama Dagade and Savitrabai Vithoba Vede. Accordingly, the name of Babu Mahadu Dagade was mutated in the revenue records along with the other co-owners vide the said ME.

7. It has been informed that Chandrakant Sahadu Dagade and Gulab Sahadu Dagade had applied for mutating their names in the property purchased by Babu Mahadu Dagade. It appears that Babu Mahadu Dagade had consented to the same. Accordingly, the name of Chandrakant Sahadu Dagade and Gulab Sahadu Dagade were mutated in the revenue records for 04 annas each.

8. It appears that Gulab Sahadu Dagade expired intestate on 28/08/1992 leaving behind two daughters Bharti and Archana and wife Suman Gulab Dagade as his only legal heirs. Accordingly, the name of the above persons were mutated in the revenue records vide ME No. 1861.

9. It appears that Mr. Chandrakant Sahadu Dagade, Mrs. Suman Gulab Dagade for herself and as mother and natural guardian for Archana Gulab Dagade and Bharati Gulab Dagade, Mrs. Lilabai Thombare, Mrs. Sulochona Chandrakant Dagade, Mrs. Fulabai Sahadu Dagade, Mrs. Chhaya Sutar agreed to sell an area admeasuring about 6.3 Ares out of property bearing S. No. 339/11 in favour of Ashok Abdagiri in the year 1989 and also executed a Power of Attorney in respect of the same.

10. It appears that subsequently, vide a Development Agreement dated 29/07/1998, Chandrakant Sahadu Dagade and 05 others transferred the development rights of the said area admeasuring 6.3 Ares in favour of M/s. Desai and Gaikwad, a Partnership Firm and also executed an Irrevocable Power of Attorney dated 29/07/1998 in favour of Mr. Chetan Gaikwad. It appears that Mr. Ashok Abdagiri has executed the said Development Agreement dated 29/07/1998 as a Consenting Party. The said Development Agreement and Irrevocable Power of Attorney both dated 29/07/1998 are registered at the office of Sub-Registrar Mulshi (Paud) at Sr. Nos. 3131/98 and 3134/98, respectively.

11. It appears that thereafter, vide a Sale Deed dated 23/04/2004 Chandrakant Sahadu Dagade and 5 others, sold and transferred the said area admeasuring 6.3 Ares in favour of Mr. Chetan Gaikwad. The said Sale Deed dated 23/04/2004 is registered at the office of Sub Registrar, Mulshi (Paud) at Serial No. 2279/04. Accordingly, the name of Chetan Gaikwad has been mutated in the revenue records vide ME. No.3413.

12. It appears that an application was preferred to the Tehsildar for mutating the name of Shankar Genu Dagade on the revenue records as per the actual vahivat. Accordingly, as per the Order of the Tehsildar, Mulshi dated 12/05/1972, the name of Shankar Genu Dagade was mutated in the revenue records of the property bearing S. No 339/11 along with other owners vide mutation entry no.1236.

13. It appears that Shankar Genu Dagade expired in the year 1980 leaving behind four sons Narayan, Baban, Bandu, Kisan and 03 daughters Jijabai Gole, Muktabai Hagavne, Janabai Dnyanoba

Bhunde as his only legal heirs. Accordingly, the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 1429.

14. It appears that Smt. Muktabai Hagavne has also expired leaving behind son Uttam Ridhe (Hagavne) as her heir.

15. It appears that vide a Development Agreement dated 25/06/2004 Shri Narayan Shankar Dagade and 19 others granted the development rights of an area 00 Hectare12.6 Ares out of S. No. 339/11 in favour of M/s Desai and Gaikwad and also executed an Irrevocable Power of Attorney dated 25/04/2004 in favour of Mr. Chetan Gaikwad and Sunil Avhad. The said Development Agreement and Irrevocable Power of Attorney both are registered at the office of Sub Registrar, Mulshi (Paud) at Serial Nos. 3568/2004 and 3569/2004, respectively on 25/06/2004.

16. It appears that as Mr. Chetan Gaikwad was not present for registration of the said Development Agreement dated 25/06/2004. Accordingly, the said Development Agreement dated 25/06/2004 was subsequently registered vide a Deed of Confirmation dated 29/03/2005. The said Deed of Confirmation dated 29/03/2005 is registered at the office of Sub Registrar, Mulshi (Paud) at Sr. No. 1877/2005.

17. It appears that one of the family members of Shri Narayan Shankar Dagade viz., Shri. Hanumant Bandu Dagade had not executed the said Development Agreement dated 25/06/2004 as well as Deed of Confirmation dated 29/03/2005 in favour of M/s Desai and Gaikwad. Accordingly, Shri. Hanumant Bandu Dagade for self and as Karta of his HUF executed a Deed of Declaration dated 13/04/2005 in favour of M/s. Desai and Gaikwad thereby confirming the above transaction and declaring of having received the consideration therein. Shri. Hanumant Bandu Dagade has also executed an Irrevocable Power of Attorney dated 13/04/2005 to that effect in favour of Mr. Chetan Gaikwad and Sunil Avhad. The said Deed of Declaration and Irrevocable Power of Attorney both dated 13/04/2005 are registered in the office of Sub-registrar Haveli No. 19 at Sr. Nos. 59/2005 and 60/2005, respectively.

18. It appears that vide a Release Deed dated 09/01/2007, Jijabai Gole, Janabai Dnyanoba Bhunde and Uttam Ridhe (Hagavne) have released their share in the said property in favour of Narayan, Baban, Bandu, Kisan Shankar Dagade. The said Release Deed dated 09/01/2007 is registered at the Office of Sub Registrar, Haveli no. 19 at Sr. No. 274/2007. Accordingly, the necessary mutation has been carried out vide ME No. 3806.

19. It appears vide ME No. 4199, Narayan Shankar Dagade, Malhari, Dattatraya, Santosh Narayan Dagade and Kalabai D. Bhagat assigned the development rights of an area adm. 3.15 Ares out of the said property in favour of Mr. Janardhan D. Kudale. It appears that the said Development agreement is registered at the office of Sub Registrar, Haveli no. 15 at Sr. No. 5205/2008. It appears that an entry as regards the same was made in the other rights column of the said property vide ME No. 4199. However, it appears that as the land owner has not obtained the permission of the co-owners for the transfer of share in the said property, the said ME has been cancelled.

20. It appears vide ME No. 4745 that Baban Shankar Dagade expired intestate on 04/03/2009 leaving behind three sons viz., Ramdas, Laxman and Balasaheb and one daughter Sangeeta

Authad as his only legal heirs. Accordingly, the name of the above persons have been mutated in the revenue records vide ME No. 4745.

21. It appears that subsequently, vide a Deed of Conveyance dated 27/07/2011, Narayan Shankar Dagade and others sold and transferred the said share admeasuring about 00 Hectare 12.6 Ares in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Deed of Conveyance dated 27/07/2011 is registered at the office of Sub-registrar, Haveli No.10 at Sr. No.8839/2011. Accordingly, the name of Goel Ganga Developers (India) Pvt. Ltd. has been mutated in the revenue records vide ME No. 5361.

22. It appears vide Mutation Entry No. 3474 that due to the computerization of the land records and as per the letter dated 09/10/2003 of the Commissioner and Order of the Tehsildar bearing No. HNO/VASI/1590/2004 dated 27/10/2004, the properties on new tenure were separated from Khalasa lands and separate 7/12 Extract/s for the same were prepared. Accordingly, the property owned by Narayan Shankar Dagade and others, Chandrakant Sahadu Dagade and 6 others was renumbered as S. No. 339, Hissa no. 11/2, admeasuring 50.40 Ares and a separate 7/12 extract was prepared for the said S. No. 339/11/2.

23. It appears that Chetan Dattatray Gaikwad expired on 12/02/2006, leaving behind mother, Mrs. Vaidehi Dattatray Gaikwad, wife Vaishali Chetan Gaikwad, two sons Om Chetan Gaikwad and Neil Chetan Gaikwad as only his legal heirs vide ME No. 5362.

24. It appears that subsequently, a partition was arrived at between the heirs of late Chetan Gaikwad whereby, the properties owned by Chetan Gaikwad were partitioned and allotted between his legal heirs vide a Deed of Partial Partition dated 21/07/2011. It appears that vide the said Deed of Partial Partition the said property along with other properties was allotted to Mrs. Vaidehi D. Gaikwad. Further, the wife and sons of late Chetan Gaikwad were given certain consideration in lieu of their share. The said Deed of Partial Partition dated 21/07/2011 is registered at the Office of Sub registrar, Haveli No. 15 at Sr. No. 6311/2011. Accordingly, the necessary mutation has been carried out vide ME No. 5360.

25. It appears that vide a Deed of Conveyance dated 27/07/2011, Mrs. Vaidehi D. Gaikwad along with M/s. Desai and Gaikwad and others sold and transferred the area admeasuring about 00 Hectare 6.3 Ares out of property bearing S. No. 33/11/2 in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Deed of Conveyance dated 27/07/2011 is registered at the office of Sub Registrar, Haveli No. 10 at Sr. No. 8839/2011. Accordingly, the name of Goel Ganga Developers (India) Pvt. Ltd. was mutated on the revenue records vide ME No. 5361 for the said area of 00 Hectare 6.3 Ares. Thus, the total area transferred in favour of Goel Ganga Developers (India) Pvt. Ltd. vide the Deed of Conveyance dated 27/07/2011 is 18.9 Ares.

26. It appears that one of the owners of the property bearing S. No. 339/11 Mr. Eknath Dagade expired on 13/08/1996 leaving behind one son Mr. Tanaji and one daughter Mrs. Shilabai Satav as his only legal heirs. Accordingly, the names of the above persons were mutated in the revenue records vide ME No. 2669.

27. It appears that vide a Release Deed dated 02/02/2007, Mrs. Shilabai Satav released her undivided share in the property bearing S. No. 339/11 in favour of Mr. Tanaji Eknath Dagade. The said Release Deed dated 02/02/2007 is registered at the office of Sub registrar, Haveli No. 10 at Sr. No. 863/2007. Accordingly, the name of Mrs. Shilabai Satav was deleted from the revenue records vide ME No. 3895.

28. It appears vide ME No. 3474 that the share of Tanaji Eknath Dagade was also included in S. No. 339, Hissa No. 11/2.

29. It appears that vide a Sale Deed dated 06/03/2012, Mr. Tanaji Eknath Dagade and others sold and transferred an area admeasuring 12.6 Ares out of the said S. No. 339, Hissa No. 11/2 in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Deed of Conveyance dated 06/03/2012 is registered at the office of Sub Registrar, Haveli No. 10 at Sr. No. 2762/2012.

30. It appears that in furtherance of the said Sale Deed dated 06/03/2012, Mr. Tanaji Eknath Dagade and others also executed a Power of Attorney dated 06/03/2012 in favour of Mr. Jaiprakash Goel and / or Atul Goel and / or Amit Goel for dealing with the revenue officers and mutation of the names of the purchasers in the revenue records and allied activities. The said Power of Attorney dated 06/03/2012 is registered at the office of Sub-Registrar, Haveli No. 10 at Sr. No. 2763/2012.

31. It appears that subsequently, Goel Ganga Developers (India) Pvt. Ltd. had certain issues regarding mutation of its name on the 7/12 extract as far as the area of 12.6 Ares acquired vide Deed of Conveyance dated 27/07/2011. Accordingly, citing the aforesaid reason, Goel Ganga Developers (India) Pvt. Ltd. vide a unilateral Deed of Declaration dated 03/01/2012, deleted and exempted the said property from the said Sale deed dated 27/07/2011 and the said property reverted back to the owners / developers. The said unilateral Deed of Declaration dated 03/01/2012 is registered at the office of Sub Registrar, Haveli no. 10 at Sr. No. 76/2012.

32. It appears that subsequently, vide a Deed of Conveyance dated 11/01/2012, M/s Desai and Gaikwad along with Narayan Shankar Dagade and others sold and transferred the said area adm. 12.6 Ares in favour of Goel Ganga Developers (India) Pvt. Ltd. (which was cancelled and reverted back vide Deed of Declaration dated 03/01/2012). The said Deed of Conveyance dated 11/01/2012, is registered at the office of Sub Registrar, Haveli No. 10 at Sr. no. 475.

33. Thus, it appears that Goel Ganga Developers (India) Pvt. Ltd is the owner of 00 Hectare 31.5 Ares out of S. No. 339, Hissa No. 11/2.

34. It appears that after the transfer of an area admeasuring 00 hectare 6.3 Ares, Chandrakant Sahadu Dagade was entitled to certain balance portion out of the said property bearing S. No. 339/11/2.

35. It appears that one Shri Balu Mahadu Dagade was also entitled to an area admeasuring 00 Hectare 4.2 Ares out of S. No. 339/11/2. It appears that Balu Mahadu Dagade expired intestate on 22/05/1989 leaving behind 03 sons viz., Kaluram, Dashrath and Dilip, one daughter Asha Gaikwad and wife Housabai Balu Dagade as his only legal heirs. Accordingly, the names of the legal heirs were mutated in the revenue records vide ME No. 1753.

36. It appears from the available documents that Dashrath Balu Dagade expired intestate on 04/06/1993 leaving behind two sons Nandu, Santosh, two daughters Vaijayanta Dagade and Tai Dagade and wife Hirabai Dagade as his only legal heirs. Accordingly, the names of the above persons have been mutated in the revenue records vide ME No. 1922.

37. It appears that vide a Sale Deed dated 16/03/2005, Shri. Chandrakant Sahadu Dagade and 13 others along with Kaluram Balu Dagade and 09 others sold and transferred an area admeasuring 00 Hectare 10.5 Ares out of Survey No. 339 Hissa No. 11/2 in favour of Gangasagar Co-operative Housing Society Ltd. The said Sale Deed dated 16/03/2005 is registered at the office of Sub-Registrar Mulshi (Paud) at Sr. No. 1606/05. Accordingly, the name of Gangasagar Co-operative Housing Society Ltd. has been mutated in the revenue records vide M.E. No. 3540.

38. It appears that Sopan Dagade was one of the co-owners of the said property bearing S. No. 3339/11.

39. It appears that Sopan Sadu Dagade expired intestate leaving behind 02 sons Shivaji and Ramesh, one daughter Muktabai Satav as his only legal heirs. Accordingly, the name of Shivaji Sopan Dagade was mutated in the revenue records as Karta of HUF vide ME No. 1434.

40. It appears that vide a Sale Deed dated 06/07/2004, Shri. Shivaji Sopan Dagade and 10 Others sold and transferred an area admeasuring about 00 Hectare 12.6 Ares out of S. No. 339, Hissa No. 11/2 in favour of Gangasagar Co-operative Housing Society Ltd. The said Sale Deed dated 06/07/2004 is registered at the office of Sub-Registrar, Mulshi (Paud) at Sr. No. 3818/04. Accordingly, the name of the Gangasagar Co-operative Housing Society Ltd. was mutated in the revenue records vide ME no. 3458.

41. It further appears that Gangasagar Co-operative Housing Society Ltd. entered into an Agreement to Sale dated 29/11/2014 by and between the Ganga Sagar Cooperative Housing Society Limited as vendor and Goel Ganga Developers (India) Pvt. Ltd as Purchaser.

Property purchased by Bandal Developers Pvt. Ltd. and now owned by Goel Ganga Developers (India) Pvt. Ltd

1. It appears that vide a Sale Deed dated 29/04/2011 Shri. Dilip Balu Dagade and 02 others (being the heirs of Late Balu Mahadu Dagade as mentioned above) sold and transferred an area admeasuring 00 Hectares 2.1 Ares out of Survey No. 339, Hissa No.11/2 in favour of Bandal Developers Pvt. Ltd. The said Sale Deed dated 29/04/2011 is registered at the office of Sub-Registrar, Haveli No. 10 at Sr. No. 4875/2011.
2. It appears that in furtherance of the said Sale Deed dated 29/04/2011, Shri. Dilip Balu Dagade and 02 others also executed a Power of Attorney dated 29/04/2011 in favour of Mr. Jaiprakash Goel and / or Atul Goel and / or Amit Goel for dealing with the revenue officers and mutation of the names of the purchasers in the revenue records and allied activities. The said Power of Attorney dated 29/04/2011 is registered at the office of Sub-Registrar, Haveli No. 10 at Sr. No. 4876/2011.

3. It appears that vide a Sale Deed dated 29/04/2011 Shri. Kaluram Balu Dagade and 04 others (being the heirs of Late Balu Mahadu Dagade as mentioned above) sold and transferred an area admeasuring 00 Hectares 2.1 Ares out of Survey No. 339, Hissa No.11/2 in favour of Bandal Developers Pvt. Ltd. The said Sale Deed dated 29/04/2011 is registered at the office of Sub-Registrar, Haveli No. 10 at Sr. No. 4877/11.
4. It appears that in furtherance of the said Sale Deed dated 29/04/2011, Shri. Kaluram Balu Dagade and 04 others also executed a Power of Attorney dated 29/04/2011 in favour of Mr. Jaiprakash Goel and / or Atul Goel and / or Amit Goel for dealing with the revenue officers and mutation of the names of the purchasers in the revenue records and allied activities. The said Power of Attorney dated 29/04/2011 is registered at the office of Sub-Registrar, Haveli No. 10 at Sr. No. 4878/2011.
5. It appears that vide a Sale Deed dated 02/05/2011 Shri. Nandu Dashrath Dagade and 04 others (being the heirs of pre-deceased son Dashrath of Late Balu Mahadu Dagade as mentioned above) sold and transferred an area admeasuring 00 Hectares 2.1 Ares out of Survey No. 339, Hissa No.11/2 in favour of Bandal Developers Pvt. Ltd. The said Sale Deed dated 02/05/2011 is registered at the office of Sub-Registrar, Haveli No. 10 at Sr. No. 4999/2011.
6. It appears from the available records that Bandal Developers Pvt. Ltd., is owner of an area admeasuring 00 Hectare 6.3 Ares, out of Survey No.339, Hissa 11/2.
7. Thus, it appears from the available records that the following person/s / entities are holding land in S. No. 339, Hissa No. 11/2 in the proportion mentioned below:

i. Goel Ganga Developers (India) Pvt. Ltd. : 00 Hectare 54.60 Ares
ii. Bandal Developers Pvt. Ltd. : 00 Hectare 06.30 Ares

AMALGAMATION OF BANDAL DEVELOPERS PVT. LTD. WITH GOEL GANGA DEVELOPERS (INDIA) PVT. LTD:

i) It appears that Goel Ganga Developers Pvt. Ltd and Bandal Developers Pvt. Ltd had filed two separate Company Petitions bearing Nos. 676/2013 and 677/2013 for amalgamation of the above two Companies with Goel Ganga Developers (India) Pvt. Ltd., before the Hon'ble High Court of Judicature Bombay.

ii) It appears that the Hon'ble High Court of Judicature Bombay vide its Order dated 14/03/2014, granted permission for such amalgamation, subject to the compliances mentioned therein. An Authenticated copy of the said Order has been furnished.

iii) In view of the said amalgamation, Goel Ganga Developers (India) Pvt. Ltd is now the owner of and entitled to all the properties of Bandal Developers Pvt. Ltd., owned / acquired by way of Development Agreement or Sale deed.

iv) It further appears that the payments as directed by the Hon'ble High Court of Judicature Bombay by Goel Ganga Developers (India) Pvt. Ltd as well as Bandal Developers Pvt. Ltd to the concerned authorities have been made and the documents as regards the making of the said payment have been furnished.

Q. S. No. 339/12

1. It appears that the landed property bearing S. No.339, Hissa No. 12, situate at village Bavdhan Budruk was originally owned by Mr. Bapu Nana Dagade and others.

2. It appears that the said property bearing S. No. 339, Hissa No. 12 was a "Patil Inam" land. It appears that after the implementation of the Maharashtra Inam lands Abolition Act, the said Patil Inam was abolished and the property was granted on new tenure.

3. It appears that due to the default of payment of the possession price determined by the Government, the name of Government was mutated on the said property and the remark of "Sarkar Akari Pad" was mutated in the revenue records of the said property vide ME No. 1150.

4. It appears that on payment of the possession price determined by the Government, the name of Government was deleted from the owners column of the 7/12 extract for S. No. 339 hissa No. 12.

5. It appears that with the enforcement of the Standard of Weights and Measures Enforcement Act, 1955, the area of the said property was changed from Acres and Gunthas to Hectares and Ares vide ME No. 1178. Accordingly, the area of the said property was changed to 00 Hectare 76 Ares.

6. It appears vide ME No. 497 that Nana Laxman Dagade expired intestate on 4/7/1945 leaving behind two sons viz., Babu alias Bapu Nana Dagade and Shankar Nana Dagade as his only legal heirs. Accordingly, the name of Bapu Nana Dagade was mutated in the revenue records as Karta of HUF.

7. It appears vide M.E. No. 1203 A that the land bearing S.No.339 Hissa No.12 admeasuring about 1 Acre 35 Gunthas was re-granted to Mr. Bapu Nana Dagade and five others on new and indivisible tenure.

8. It appears that subsequently, Mr. Babu Nana Dagade and Mr. Shankar Nana Dagade, made an application for recording the properties actually possessed and enjoyed by them as per their internal arrangement / partition. It appears that as per the said arrangement / partition, area admeasuring 00 Hectare 13 Ares out of the property bearing S. No. 339/12 was allotted to Mr. Shankar Nana Dagade. Accordingly, the name of Mr. Shankar Nana Dagade was mutated in the revenue records for the said area, vide M.E No. 1309.

9. It appears that thereafter vide a Development Agreement dated 18/03/2004, Mr. Shankar Nana Dagade along with his family members granted the development rights of an area admeasuring 00 Hectare 15.2 Ares out of S. No. 339, Hissa No. 12 in favour of M/s. Desai and Gaikwad and also executed an Irrevocable Power of Attorney dated 18/03/2004 in favour of Mr. Chetan Dattaray Gaikwad and Mr. Sunil Avhad. The said Development Agreement and Irrevocable Power of Attorney both dated 18/03/2004 are registered at the office of Sub Registrar Mulshi (Paud) at Sr. Nos. 1591/2004 and 1592/ 2004 respectively.

10. It appears that subsequently, vide a Sale Deed dated 23/04/2004, Mr. Shankar Nana Dagade along with his family members, through their POA holder Mr. Chetan Dattaray Gaikwad sold and transferred the said area admeasuring 00 Hectares 15.2 Ares in favour of Mr. Chetan Gaikwad. The said Sale Deed dated 23/04/2004 is registered at the office of Sub Registrar Mulshi (Paud) at Sr. No. 2280/2004. Accordingly, the name of Mr. Chetan Gaikwad was mutated in the revenue records vide ME No. 3414.

11. It appears from ME No. 1309 that only an area admeasuring 13 Ares out of S. No. 339, Hissa No. 12 was allotted to Mr. Shankar Nana Dagade. However, Mr. Shankar Nana Dagade has sold an area admeasuring 15.20 Ares out of S. No. 339, Hissa No. 12 to Mr. Chetan Dattaraya Gaikwad.

12. It appears that Ganpat Soma Dagade expired intestate leaving behind two sons viz., Babu Ganpat Dagade and Aabu Ganpat Dagade and one daughter Mrs. Kalawati Babu Kamte as his only legal heirs. Accordingly, the name of Mr. Babu Ganpat Dagade was mutated in the revenue records as Karta of HUF vide M. E. No. 1060.

13. It appears that vide a Sale Deed dated 15/02/1983, Mr. Babu Ganpat Dagade sold an area admeasuring 00 Hectares 12.6 Ares out of property bearing S. No. 339/12 in favour of Mr. Vasant Dasharath Zende. The said Sale Deed dated 15/02/1983 appears to be registered at Sr. No. 295/1983. Accordingly, the name of Mr. Vasant Dasharath Zende was mutated in the revenue records vide M.E No.1487.

14. It appears from the available documents that vide an Agreement dated 18/03/1989, Vasant Dasharath Zende agreed to sell the said area admeasuring about 00 Hectare 12.6 Ares to Mr. Ashok Abdagiri.

15. It appears that Vasant Dasharath Zende expired intestate on 30/09/1989 leaving behind three sons viz., Arun, Bharat and Sunil, one daughter Mrs. Shalan Ramdas Memane and wife Mrs. Kantabai Vasant Zende as his only legal heirs. Accordingly, the names of the above heirs were mutated in the revenue records vide ME no. 1896.

16. It appears that vide a Development Agreement dated 07/01/2000, Mr. Arun Vasant Zende, Mr. Bharat Vasant Zende, Mr. Sunil Vasant Zende, Mr. Vinayak Dasharath Zende and Mrs. Shalan Ramdas Memane transferred the development rights of the said area admeasuring 00 Hectare 12.6 Ares in favour of M/s. Desai and Gaikwad. It appears that Mr. Ashok D. Abdagiri has executed the said Development Agreement dated 07/01/2000 as a Consenting Party. It appears that in pursuance of the said Development Agreement, Mr. Arun Vasant Zende and others have also executed an Irrevocable Power of Attorney dated 07/01/2000 in favour of Mr. Dattaraya Fakiraba Gaikwad and Mr. Chetan Dattaraya Gaikwad. The said Development Agreement and Irrevocable Power of Attorney both dated 07/01/2000 are registered at the office of Sub Registrar, Mulshi (Paud) at Sr. Nos. 84/2000 and 85/2000 respectively.

17. It appears that thereafter vide a Sale Deed dated 23/04/2004, Mr. Arun Vasant Zende and others through their POA holder Mr. Chetan Dattaraya Gaikwad sold and transferred the said area admeasuring 00 Hectare 12.6 Ares in favour of Mr. Chetan Dattaray Gaikwad. The said Sale Deed dated 23/04/2004 is registered at the office of Sub Registrar Mulshi (Paud) at Sr. No. 2291/2004.

18. Thus, it appears that Mr. Chetan Gaikwad was entitled to an area admeasuring 00 Hectare 27.80 Ares out of S. No. 339, Hissa No. 12.

19. It appears that Chetan Dattatray Gaikwad expired on 12/02/2006, leaving behind mother, Mrs. Vaidehi Dattatray Gaikwad, wife Vaishali Chetan Gaikwad, two sons Om Chetan Gaikwad and Neil Chetan Gaikwad as only his legal heirs. Accordingly, their names were mutated in the revenue records vide ME No. 5362.

20. It appears that subsequently, a partial partition was arrived at between the heirs of late Chetan Gaikwad whereby, the properties owned by Chetan Gaikwad were partitioned and allotted between his legal heirs vide a Deed of Partial Partition dated 21/07/2011. It appears that vide the said Deed of Partial Partition the said property along with other properties was allotted to Vaidehi D. Gaikwad. Further, the wife and sons of late Chetan Gaikwad were given certain consideration in lieu of their share. The said Deed of Partial Partition dated 21/07/2011 is registered at the Office of Sub registrar, Haveli No. 15 at Sr. No. 6311/2011. Accordingly, the necessary mutation was carried out in the 7/12 extract vide ME No. 5360.

21. It appears that vide a Deed of Conveyance dated 27/07/2011, Vaidehi D. Gaikwad along with M/s. Desai and Gaikwad and others sold and transferred the area adm. 27.8 Ares out of the said property in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Deed of Conveyance dated 27/07/2011 is registered at the office of Sub Registrar, Haveli No. 10 at Sr. No. 8839/2011. Accordingly, the name of Goel Ganga Developers (India) Pvt. Ltd was mutated in the revenue records vide ME No. 5361.

22. It appears that Shri Hari Vithu Dagade was one of the co-owners of the landed property bearing S. no. 339, Hissa no. 12.

23. It appears that vide a Sale Deed dated 28/05/1975, Shri Hari Vithu Dagade sold and transferred his share of 8.44 Ares out of S. No. 339/12 in favour of Nivrutti Vithoba Nimhan. Accordingly, the name of Nivrutti Vithoba Nimhan was mutated in the 7/12 extract vide ME No. 1583.

24. It appears that Nivrutti Vithoba Nimhan expired intestate on 07/08/1997 leaving behind wife Laxmibai, two sons Ghanshyam and Vikas and four daughters Mangal Bandal, Sanjivani Ranpise, Sharda Nalawane and Vandana Sathe as his legal heirs. Accordingly, the names of the said legal heirs were mutated in the revenue records vide ME No. 2597.

25. It appears that vide a Release Deed dated 13/05/2004, the four daughters of Late Nivrutti Vithoba Nimhan viz., Mangal Bandal, Sanjivani Ranpise, Sharda Nalawane and Vandana Sathe released their rights in the said property in favour of their mother Smt. Laxmibai and two brothers Ghanshyam and Vikas. The said Release Deed dated 13/05/2004 is registered at the office of Sub Registrar, Mulshi (Paud) at Sr. no. 2608/2004. Accordingly, the necessary mutation was carried in the revenue records vide ME no. 3425.

26. It appears that vide a Sale Deed dated 08/06/2012, Smt. Laxmibai Vithoba Nimhan along with Ghanshyam Vithoba Nimhan and his family members sold and transferred an area adm. 8.44 Ares out of the said S. No. 339/12 in favour of Goel Ganga Developers (India) Pvt. Ltd. The said Sale Deed dated 08/06/2012 is registered at the office of Sub Registrar, Haveli No. 10 at Sr. No.

6675/2012. Accordingly, the name of Goel Ganga Developers (India) Pvt. Ltd. has been mutated in the revenue records vide ME No. 5483. It appears that in pursuance of the Sale Deed dated 08/06/2012, Smt. Laxmibai Vithoba Nimhan along with Ghanshyam Vithoba Nimhan and his family members executed a Power of Attorney dated 11/08/2012 in favour of Goel Ganga Developers (India) Pvt. Ltd, which is registered at the office of Sub Registrar, Haveli no. 10 at Sr. No. 6676/2012.

The Property mentioned in Para B above was initially acquired by Gangasagar Co-operative Housing Society Ltd.

a. It appears that Smt. Draupadi Sadhu Dagade i.e. one of the co-owners of S. No. 339, Hissa No. 12 expired leaving behind nephew Mr. Gayarma Pira Dagade as her only legal heir. Accordingly, the name of Mr. Gayarma Pira Dagade was mutated in the revenue records vide ME. No. 536.

b. It appears that vide a Sale Deed dated 24/01/1983, Mr. Laxman Ranu Dagade and Mr. Gayaram Pira Dagade sold and transferred an area admeasuring 00 Hectare 25.4 Ares in favour of Mr. Vasant Dashrath Zende. It appears that the said Sale Deed dated 24/01/1983 is registered at Sub Registrar, Maval at Sr. No. 149/1983. Accordingly, the name of Mr. Vasant Dashrath Zende was mutated in the revenue vide M.E No. 1486.

c. It appears that Vasant Dasharath Zende expired intestate on 30/09/1989 leaving behind three sons viz., Arun, Bharat and Sunil, one daughter Mrs. Shalan Ramdas Memane and wife Mrs. Kantabai Vasant Zende as his only legal heirs. Accordingly, the names of the above heirs were mutated in the revenue records vide ME no. 1896.

d. It appears that vide a Sale Deed dated 07/06/2004, Shri. Arun Vasant Zende and others sold and transferred an area admeasuring 00 Hectares 25.4 Ares out of S. No. 339, hissa No. 12 in favour of Gangasagar Co-Operative Housing Society Ltd. The said Sale Deed dated 07/06/2004, is registered at the office of Sub Registrar Mulshi (Paud) at Sr. No. 3170/2004. Accordingly, the name of Gangasagar Co-Operative Housing Society Ltd. has been mutated in the revenue records vide ME No. 3429.

e. It further appears that vide a Sale Deed dated 19/04/2010; Shri Vasant Genu Dagade and others sold and transferred an area admeasuring 00 Hectare 6.25 Ares out of 00 Hectare 76 Ares in favour of M/s Sable Constructions Company. The said Sale Deed dated 19/04/2010 is registered at the office of Sub Registrar, Haveli No. 1 at Sr. No. 3734/2010.

f. It appears that vide a Deed of Exchange dated 21/11/2011, Gangasagar Co-op Housing Society Ltd. exchanged an area admeasuring 6. 25 Ares out of said S. No. 306/3 with M/s Sable Construction Company. In exchange, Gangasagar Co-op Housing Society Ltd. has received 6.25 Ares from M/s Sable Construction Company in S. No. 339/12. The said Deed of Exchange dated 21/11/2011 is registered at the office of Sub Registrar Haveli No. 10 at Sr. No. 13491/2011. Accordingly, mutation as regards the said exchange has been carried out in the 7/12 extract vide ME No. 5392.

g. It appears that there were certain corrections on the said Exchange Deed dated 21/11/2011. Accordingly, vide a Correction Deed dated 06/03/2012 Gangasagar Co-operative Housing

Society Ltd. and M/s Sable Construction Company have rectified the said typographical error. The said Correction Deed dated 06/03/2012 is registered at the office of Sub Registrar Haveli No. 10 at Serial No. 2715.

h. It further appears that Gangasagar Co-operative Housing Society Ltd. entered into an Agreement to Sale dated 29/11/2014 by and between the Ganga Sagar Cooperative Housing Society Limited as vendor and Goel Ganga Developers (India) Pvt. Ltd as Purchaser

Property purchased by Bandal Developers Pvt. Ltd. and transferred to Goel Ganga Developers (India) Pvt. Ltd.

i. It appears that vide a Sale Deed dated 20/02/1961 Mr. Gopal Govind Dagade sold his share in the property bearing S. No. 339, Hissa No. 12 in favour of Mr. Vasant Genu Dagade and Mr. Dinkar Genu Dagade. Accordingly, the names of Mr. Vasant Genu Dagade and Mr. Dinkar Genu Dagade were mutated in the revenue records vide M.E. No. 955.

j. It appears that Dinkar Genu Dagade expired intestate on 05/04/1996 leaving behind one son Mr. Bapu Dinkar Dagade, wife Jaibai Dinkar Dagade and daughter Baby Bhusaheb Mankar as his only legal heirs. Accordingly, the names of the above heirs were mutated on the revenue records vide ME no. 2188.

k. It appears that vide a Release Deed dated 21/08/2008, Mrs. Jaibai Dinkar Dagade, Baby Bhausaheb Mankar, Bhausaheb Laxman Mankar, Manisha Somnath Wanjale, Suvarna Nitin Balvadkar, Sarala Ravi Walke, Kiran Somnath Wanjale, Suraj Somanth Wanjale, Sonali Nitin Balvadkar, Omkar Nitin Balvadkar, Aditya Ravi Walke, Divya Ravi Walke, have released their rights in the said S. No. 339, Hissa No. 12 in favour of Bapusaheb Dinkar Dagade. It appears that the said Release Deed dated 21/08/2008 is registered at the Office Of Sub Registrar, Haveli no. 9 at Sr. No. 6569/2008. Accordingly, the names of the above persons were deleted from the revenue records vide ME No. 4251.

l. It appears vide subsequently, vide a Sale Deed dated 07/09/2010, Shri. Bapusaheb Dinkar Dagade along with his family members sold and transferred an area admeasuring 00 Hectare 11.80 Ares out of S. No. 339, Hissa No. 12 in favour of Bandal Developers Pvt. Ltd. The said Sale Deed dated 07/09/2010, is registered at the office of Sub Registrar, Haveli No.10 at Sr. No. 8387/2010. However, the name of Bandal Developers Pvt. Ltd. has been mutated in the revenue records vide ME. No. 5057 for an area adm. 6.25 Ares.

m. It has been informed that only an area adm. 6.25 Ares is owned by Bapusaheb D. Dagade. Accordingly, Bandal Developers Pvt. Ltd. has stopped the payment of the post dated cheques issued Sale Deed dated 07/09/2010 and has issued a letter dated 10/02/2012 disclosing the above circumstances.

n. Thus, it appears from the available records that the following person/s / entities are holding land in S. No. 339, Hissa No. 12 in the proportion mentioned below:

i. Goel Ganga Developers (India) Pvt. Ltd. : 00 Hectare 27.80 Ares
ii. Goel Ganga Developers (India) Pvt. Ltd. : 00 Hectare 08.44 Ares

iii. Gangasagar Co-op. Housing Society Ltd. : 00 Hectare 31.65 Ares
iv. Goel Ganga Developers (India) Pvt. Ltd. : 00 Hectare 06.25 Ares

(erstwhile Bandal Developers Pvt. Ltd - as per Sale Deed dated 07/09/2010)

AMALGAMATION OF BANDAL DEVELOPERS PVT. LTD. WITH GOEL GANGA DEVELOPERS (INDIA) PVT. LTD:

v) It appears that Goel Ganga Developers Pvt. Ltd and Bandal Developers Pvt. Ltd had filed two separate Company Petitions bearing Nos. 676/2013 and 677/2013 for amalgamation of the above two Companies with Goel Ganga Developers (India) Pvt. Ltd., before the Hon'ble High Court of Judicature Bombay.

vi) It appears that the Hon'ble High Court of Judicature Bombay vide its Order dated 14/03/2014, granted permission for such amalgamation, subject to the compliances mentioned therein. An Authenticated copy of the said Order has been furnished.

vii) In view of the said amalgamation, Goel Ganga Developers (India) Pvt. Ltd is now the owner of and entitled to all the properties of Bandal Developers Pvt. Ltd., owned / acquired by way of Development Agreement or Sale deed.

i) It further appears that the payments as directed by the Hon'ble High Court of Judicature Bombay by Goel Ganga Developers (India) Pvt. Ltd as well as Bandal Developers Pvt. Ltd to the concerned authorities have been made and the documents as regards the making of the said payment have been furnished.

CONVERSION FROM "NEW TENURE" TO "OLD TENURE":

It appears from the available documents that the said S. No. 339/12, was Patil Inam Lands, which was later on abolished and the said S. No. 339/12 was converted to "New Tenure" and the remark to that effect was mutated in the other rights column of the 7/12 extract.

It appears that on an application to that effect to convert the said S. No. 339/12 to "Old tenure" from "New Tenure" and on the payment of the Nazrana amount as fixed by the Concerned Competent Authority, the Tehsildar, Mulshi vide its Order dated 31/12/2012, has converted an area adm. 60 Ares out of the property bearing S. no. 339/12, to "Old tenure". Accordingly, the necessary mutation was carried on the 7/12 extract vide ME no. 5578.

In addition to the above, it has been informed that an additional area of 975 sq. mts is proposed to be converted to Old tenure from New tenure and Goel Ganga Developer (India) Pvt. Ltd appears to have paid the necessary Nazrana Amount fixed for the same in the treasury. However, it has been informed that the mutation is still in process.

R. S. No. 339/13A

1. It appears from the available documents that the property bearing S. No. 339 Hissa No. 13 A was owned by Mr. Namdeo Sambhaji Dagade.

2. It appears that Namdeo Sambhaji Dagade expired intestate on 04/11/1953 leaving behind two sons viz., Dagdu Namdeo Dagade and Dhondu Namdeo Dagade and one daughter Smt. Muktabai Dasrath Kadam as his only legal heirs. Accordingly, the names of the above persons were mutated in revenue records vide ME no. 1108.

3. It appears that the said property bearing S. No. 339, Hissa No. 13 A was a "Patil Inam" land. It appears that after the implementation of the Maharashtra Inam Lands Abolition Act, the said Patil Inam was abolished and the property was granted on new tenure.

4. It appears that due to the default of payment of the possession price determined by the Government, the name of Government was mutated on the said property and the remark of "Sarkar Akari Pad" was mutated in the revenue records of the said property vide ME No. 1150.

5. It appears that with the enforcement of the Standard of Weights and Measures Enforcement Act, 1955, the area of the said property was changed from Acres and Gunthas to Hectares and Ares vide ME No. 1178. Accordingly, the area of the said property was changed to 00 Hectare 41 Ares

6. It appears that the said property was granted to the owners i.e. Dagdu Namdeo Dagade on new tenure and the same was mutated in the revenue records vide ME No. 1204.

7. It appears that Dagdu Namdeo Dagade made an application to the Tehsildar, Mulshi that as per the oral partition arrived at between the various owners of the said property, the said property bearing S. No. 339, Hissa No. 13 A was allotted to the share of Mr. Dyandeo Limbaji Dagade and that Mr. Dyandeo Limbaji Dagade has been cultivating the said property for last 40 years. In view of the same, Dagdu Namdeo Dagade applied for the deletion of his name from the revenue records. Accordingly, the name of Dagdu Namdeo Dagade was deleted and the name of Mr. Dyandeo Limbaji Dagade on the revenue records of S. No. 339, Hissa No. 13 A vide ME No. 1495.

8. It appears that Dyandeo Limbaji Dagade expired intestate on 12/04/1989 leaving behind wife Smt. Draupadabai Dyandeo Dagade, four sons Sudam, Kashinath, Uttam and Nana and three daughters viz., Hirabai Dyandeo Bhor, Tanhabai Yashwant Bandal and Shakuntala Valujkar as his legal heirs. It appears that the name of wife and sons of late Dyandeo Limbaji Dagade were mutated in the owners column of the revenue records and the name of Tanhabai Yashwant Bandal and Shakuntala Valujkar were mutated in the other rights column of the revenue records vide ME No. 1751.

9. It appears that Nana Dyandeo Dagade expired intestate on 01/10/1996 leaving behind wife Suman Nana Dagade, one son Pramod and two daughters viz., Maya and Chaya as his only legal heirs. Accordingly, the names of the above persons were mutated in the revenue records vide ME No. 2345.

10. It appears that Uttam Dyandeo Dagade expired intestate on 10/04/1999 leaving behind wife Kusum Uttam Dagade, two sons Sachin and Machindra and two daughters viz., Aruna Galande and Surekha Dagade as his only legal heirs. Accordingly, the names of the above persons were mutated in the revenue records vide ME No. 2809.

11. It appears that Sudam Dyandeo Dagade expired intestate on 21/03/1999 leaving behind wife Laxmibai Sudam Dagade and one son Vijay as his only legal heirs. Accordingly, the names of the above persons were mutated in the revenue records vide ME No. 2858.

12. It appears that due to non-payment of "Gaoun Khanij" by Mr. Kashinath Dyandeo Dagade, the charge of the same was mutated in the share of Mr. Kashinath Dyandeo Dagade in the other rights column of the said property vide ME No. 3139. It appears that the said remark has been removed vide ME No. 4706.

13. It appears that vide a Sale Deed dated 25/05/2010, Smt. Laxmibai Sudam Dagade and 19 others sold and transferred their undivided share admeasuring about 00 Hectare 30.75 Ares out of the said property bearing S. No. 339 Hissa No. 13 A in favour of Bandal Developers Private Limited. The said Sale Deed dated 25/05/2010 is registered at the office of Sub Registrar, Haveli No. 11 at Sr. No. 5476/2010. Accordingly the name of Bandal Developers Private Limited has been mutated in the revenue records vide ME No. 4935.

14. It appears that vide a Sale Deed dated 29/12/2010, Mr. Kashinath Dyandeo Dagade and 07 others sold and transferred their undivided share admeasuring about 00 Hectare 10.25 Ares out of the said property bearing S. No. 339 Hissa No. 13 A in favour of Bandal Developers Private Limited. The said Sale Deed dated 29/12/2010 is registered at the office of Sub Registrar, Haveli No. 10 at Sr. No. 2533/2011. Accordingly, the name of Bandal Developers Private Limited has been mutated in the revenue records vide ME No. 5180.

15. It appears that the said property was on New tenure. Accordingly, the Tehsildar, Mulshi vide its Order dated 30/12/2006 bearing no. Watan / juni Shart/SR/9/06 converted the said property on Old Tenure and an effect as regards the same was given on the revenue records.

AMALGAMATION OF BANDAL DEVELOPERS PVT. LTD. WITH GOEL GANGA DEVELOPERS (INDIA) PVT. LTD:

i) It appears that Goel Ganga Developers Pvt. Ltd and Bandal Developers Pvt. Ltd had filed two separate Company Petitions bearing Nos. 676/2013 and 677/2013 for amalgamation of the above two Companies with Goel Ganga Developers (India) Pvt. Ltd., before the Hon'ble High Court of Judicature Bombay.

ii) It appears that the Hon'ble High Court of Judicature Bombay vide its Order dated 14/03/2014, granted permission for such amalgamation, subject to the compliances mentioned therein. An Authenticated copy of the said Order has been furnished.

iii) In view of the said amalgamation, Goel Ganga Developers (India) Pvt. Ltd is now the owner of and entitled to all the properties of Bandal Developers Pvt. Ltd., owned / acquired by way of Development Agreement or Sale deed.

iv) It further appears that the payments as directed by the Hon'ble High Court of Judicature Bombay by Goel Ganga Developers (India) Pvt. Ltd as well as Bandal Developers Pvt. Ltd to the concerned authorities have been made and the documents as regards the making of the said payment have been furnished.

S. <u>S. No. 339/13B</u>

1. It appears from the available documents that the property bearing S. No. 339 Hissa No. 13 B was owned by Mr. Namdeo Sambhaji Dagade.

2. It appears that Namdeo Sambhaji Dagade expired intestate on 04/11/1953, leaving behind two sons viz., Dagdu Namdeo Dagade and Dhondu Namdeo Dagade and one daughter Smt. Muktabai Dasrath Kadam as his only legal heirs. Accordingly, the names of the above persons were mutated in revenue records vide ME no. 1108.

3. It appears that the said property bearing S. No. 339, Hissa No. 13 B was a "Patil Inam" land. It appears that after the implementation of the Maharashtra Inam Lands Abolition Act, the said Patil Inam was abolished and the property was granted on new tenure.

4. It appears that due to the default of payment of the possession price determined by the Government, the name of Government was mutated on the said property and the remark of "Sarkar Akari Pad" was mutated in the revenue records of the said property vide ME No. 1150.

5. It appears that with the enforcement of the Standard of Weights and Measures Enforcement Act, 1955, the area of the said property was changed from Acres and Gunthas to Hectares and Ares vide ME No. 1178. Accordingly, the area of the said property was changed to 00 Hectare 62 Ares.

6. It appears that the said property was granted to the owners i.e. Dagdu Namdeo Dagade on new tenure and the same was mutated in the revenue records vide ME No. 1204.

7. It appears that Dagdu Namdeo Dagade expired intestate on 11/06/1994 leaving behind one daughter Gajrabai Nivrutti Pathare as his only legal heir. Accordingly, the name of Smt. Gajrabai Pathare was mutated in revenue records vide ME No.3267.

8. It appears that during his lifetime, Dagdu Namdeo Dagade had executed Agreement to Sell dated 22/12/1987 thereby agreeing to sell an area admeasuring about 00 Hectare 62 Ares in favour of Mr. Kaluram Navale and Mr. Dinesh More. It appears that the said Agreement to Sell dated 22/12/1987 is registered at the office of Sub Registrar, Maval at Sr. No. 25/1988.

9. It appears that subsequently, vide an Agreement dated 05/06/1989, Dagdu Namdeo Dagade, Mr. Kaluram Navale and Mr. Dinesh More agreed to sell and assigned the rights in the said property in favour of Mr. Ashok Dattatraya Abdagiri. The said Agreement dated 05/06/1989 is registered at the office of Sub Registrar, Maval at Sr. No. 395.

10. It appears that thereafter, vide two separate Development Agreements dated 31/07/1998, Dagdu Namdeo Dagade, Mr. Kaluram Navale and Mr. Dinesh More have assigned the development rights of the said property in favour of M/s. Desai and Gaikwad, a Partnership Firm. It appears

that Mr. Ashok Dattatraya Abdagiri has executed the said Development Agreements dated 31/07/1998 as a Consenting Party. The said Development Agreements dated 31/07/1998 are registered at the office of Sub Registrar, Mulshi (Paud) at Sr. Nos. 3175 and 3177.

11. It appears that in pursuance of the above said Development Agreements dated 31/07/1998, the said Dagdu Namdeo Dagade and others have also executed a Power of Attorney dated 31/07/1998 in favour of Mr. Chetan Dattatraya Gaikwad. The said Power of Attorney dated 31/07/1998 is registered at the office of Sub Registrar, Mulshi at Sr. No. 3176/98.

12. It appears that thereafter, Smt. Gajrabai Pathare and seven others have executed a Development Agreement dated 06/11/2005 thereby assigning the development rights in respect of the said property in favour of Gangasagar Co-operative Housing Society Ltd and also executed a Power of Attorney to that effect. The said Development Agreement and Power of Attorney dated 06/11/2005 is registered at the office of Sub Registrar, Haveli No. 11 at Sr. No. 3136 and 3137.

13. It appears that in the meanwhile, Smt. Gajrabai Pathare and seven others sold and transferred the said property in favour of Gangasagar Co-operative Housing Society Ltd. vide a Sale Deed dated 31/12/2007. It appears that the said Sale Deed was executed on Rs. 100/- Stamp and was unregistered. It appears that thereafter, the said document was duly adjudicated and the proper Stamp duty was paid thereon. Further, the said Sale Deed dated 31/12/2007 has been registered vide a Deed of Confirmation dated 27/05/2008, wherein Smt. Gajrabai Pathare and seven others have re-confirmed the terms of the said Sale Deed dated 31/12/2007. The said Deed of Confirmation dated 27/05/2008 is registered at the office of Sub Registrar, Haveli No. 11 at Sr. No. 5467/2008. Accordingly, the name of Gangasagar Co-operative Housing Society Ltd. has been mutated in the revenue records vide ME No. 4101.

14. It appears that in the meanwhile, Mr. Dinesh More and the heirs of Late Kaluram Navale made an application for mutating their names in the revenue records on the basis of the Agreement to Sell executed by Dagdu Namdeo Dagade in favour of Kaluram Navale and accordingly, their names were entered vide ME No. 3367. On the objection being taken by Smt. Gajrabai Pathare and others, the said case was transferred to Nayab Tehsildar, Mulshi, who ordered the cancellation of the said ME No. 3367.

15. It appears that thereafter, Mr. Dinesh More and the heirs of Late Kaluram Navale preferred appeal/s before the Sub Divisional Officer, Maval bearing No. RTS Appeal no. 54/06 and Additional District Collector bearing RTS/2/Appeal/53/2009. However, both the said appeals were rejected vide Orders 30/08/2008 and 25/01/2011, respectively.

16. It appears that vide a Deed of Confirmation dated 29/07/2011, M/s. Desai and Gaikwad transferred and assigned all its rights, title and interest in the said property in favour of the said Gangasagar Co-operative Housing Society Ltd. The said Deed of Confirmation dated 29/07/2011 is registered at the office of Sub Registrar, Haveli No. 13 at Sr. No. 6418/2011.

17. It further appears that Gangasagar Co-operative Housing Society Ltd. entered into an Agreement to Sale dated 29/11/2014 by and between the Ganga Sagar Cooperative Housing Society Limited as vendor and Goel Ganga Developers (India) Pvt. Ltd as Purchaser.

ZONE CERTIFICATE:

It appears from the copy of the Zone Certificate dated 02/05/2016 that the property in question is situate in residential Zone. It further appears on the perusal of the said Zone Certificate that certain portion out of S. No. 305 is affected by the restricted boundary of High Energy Materials Research Laboratory (HEMRL) and hence the affected portion is non - buildable.

N.A. ORDER AND CONSTRUCTION RELATED PERMISSIONS:

a. It appears that the Collector, Pune vide its Order dated 31/12/2013 bearing no. PMA/NA/SR/474/2012 has permitted the non - agricultural use (residential) of an area adm. 1100 sq. mtrs. bearing S. no. 305/2 along with other properties, subject to the strict compliance of the terms and conditions mentioned therein.

b. It appears that the said S. No. 305/2 has been amalgamated along with the adjacent property/ies bearing S. No. 339/1 to 339/13B, 306 and 305. It further appears that a joint Mozni has been carried out of the Deputy Inspector of Land Records, Mulshi and have issued a Demarcation Plan / Mozni Nakasha dated 07/09/2012 to that effect.

c. It appears from the said Demarcation Plan dated 07/09/2012 that out of the total area adm. 94,966 sq. mts under the acquisition of Goel Ganga Developers (India) Pvt. Ltd., as well as Ganga Sagar Co-operative Housing Society Ltd. and Bandal Developers Pvt. Ltd, an area adm. 60,880.93 sq. mtrs. has been permitted for residential use and the rest of the property is affected by HEMRL and Road Widening / Acquisition.

d. It appears that the Collector, Pune vide its aforesaid Order dated 31/12/2013 bearing no. PMA/NA/SR/474/2012 has sanctioned the building plans for carrying out construction in and upon an area adm. 60,880.93 sq. mtrs. out of the entire amalgamated properties as mentioned above, which has been further revised as per the Order No.PMA/NA/SR/243/2014 dated 23/07/2014 subject to the terms and conditions as mentioned therein.

e. It appears that the revised sanction plan has been obtained vide Commencement Certificate No. CC/1983/2016 dated 14.7.2016 sanctioned by Pune Metropolitan Region Development Authority Pune.

SEARCH:

Search of Index II registers in respect of the said property is carried out in the offices of Sub-Registrar, Vadgaon Maval, Mulshi (Paud) and Haveli No. 1 to 26 for the 35 years from 1980 to 2014 by Adv. Sunil R. Kotlikar vide Receipt No. 35058/2014. And has issued a Search Report dated 16/12/2014 and a Search of Index-II in respect of the said property is carried out in the offices of Sub Registrar Mulashi (Paud) Pune and Haveli No. 1 to 26 Pune for year 2015 to 2017 carried out by Adv. Kailas Thorat vide receipt MH002198804201718E for Survey No. 305, MH002198899201718 for Survey No. 306 and MH002199013201718 for Survey No. 339 and has issued a Search Report dated 10/06/2017 and issued a Search Report dtd. 10/06/2017, in respect thereof.

From the scrutiny of the deeds, documents and papers forwarded to me in respect of the said land, I am of the opinion that, Goel Ganga Developers (India) Pvt. Ltd is the owner of the portion admeasuring 57253 sq.mtrs in aggregate out of the said land and further owner of 37413 Sq.mtrs. in aggregate purchased from Ganga Sagar Cooperative Housing Society Limited vide Agreement to Sale dated 29/11/2014 by and between the Ganga Sagar Cooperative Housing Society Limited as vendor and Goel Ganga Developers (India) Pvt. Ltd as Purchaser. Thus Goel Ganga Developers (India) Pvt. Ltd is the owner of the portion of land admeasuring 94,666 Sq. Mtrs. and that Goel Ganga Developers (India) Pvt. Ltd is entitled to develop the said land and to construct flats/units thereon in accordance with the sanctioned building plans and to sell the constructed premises thereon as per the rules, regulations, orders passed in respect thereof by the concerned competent court/ authority.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART I

DESCRIPTION OF LAND HELD BY THE GOEL GANGA DEVELOPERS (INDIA) PVT. LTD

Out of Survey No. / Hissa No.	**Area (sq.mtrs)**
306/3	1130
339/1/1	4210
339/1/3	2760
339/2	5447
339/3	600
339/4/1	1570
339/4/2	2400
339/6/1	1800
339/6/2	1800
339/6/3	1800
339/7	5500
339/8	10100
339/9/1	740
339/10	6131
339/11/2	2730
339/12	4435
339/13A	4100
Aggregate Area:	**57253 sq.mtrs**

DESCRIPTION OF THE LAND ACQUIRED FROM GANGA SAGAR CO-OP.HSG.SOC. LTD.

Out of Survey No./ Hissa No.	Area (sq.mtrs)
305/2	1100
305/3	1500
305/4	2140
305/5	1100
305/6 306/1	900 4800
306/2	4600
306/3	2445
339/1/3	400
339/2	5853
339/3	900
339/11/2	2310
339/12	3165
339/13B	6200
Aggregate Area:	**37413 sq. mtrs.**

situate, lying and being at Village Bavdhan Budruk, Taluka Mulshi, District Pune within the limits of the Gram Panchayat Bavdhan Budruk, Panchayat Samiti Mulshi, Zilla Parishad Pune, and partly falling in the Residential zone under the Development Plan for the extended areas of the City of Pune .

PART II

Description of the said Land

The said land admeasuring 94666 sq. mtrs. consisting of the portions of land more particularly described in the Part I of this First Schedule hereinabove written and which is bounded as follows, that is to say:

On or towards the East	:	By Ramnadi & Survey No.339 (P)
On or towards the South	:	By 18 meter wide P.P.Road
On or towards the West	:	By Survey No.339 (P), Survey No.338, Survey No.306 (P) & Survey No.307.
On or towards the North	:	By Nala, Survey No.339(P),Survey No.305 (P)

Litigations:

There following litigations are pending in respect of the above property:

a. RTS Appeal No. 842/2012 at SDO, Maval, Pune.
b. Special Civil Suit No. 1300/2012 at CJSD, Pune
c. Special Civil Suit No. 1338/2007 at CJSD, Pune
d. Special Civil Suit No. 1192/2012 at CJSD, Pune
e. RTS Appeal no. 727/2012 at SDO, Maval, Pune.
f. Appeal from Order No. 464/2014, at High Court, Bombay.
g. RTS Appeal No.444/2015 at SDO, Maval, Pune.
h. Special Civil Suit No. 880/12 at CJSD, Pune
i. R.C.S. No. 522/2011 at CJSD, Pune.
j. Revision No. 21/2017 at Additional Commissioner, Division office, Pune.
k. Special Civil Suit No. 1025 at CJSD, Pune

There are no prohibitory orders by the aforesaid courts in any of the cases restricting development, construction and sale of the said Project by my Client.

Encumbrance:

Mortgage created in favour of ICICI BANK LIMITED, a company incorporated under the Companies Act, 1956 and a bank within the meaning of the Banking Regulation Act, 1949 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007, and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051 vide Indenture of Mortgage dated 19/01/2016 registered at S. No. 640/2016 in the office of Sub Registrar Haveli No. 11 and Modification to Indenture of Mortgage dated 03/03/2016 registered at S. No. 3201/2016 and Modification to Indenture of Mortgage dated 11/05/2016 at S. No. 4219/2016 registered in the office of Sub Registrar Haveli No. 19, Pune and Modification to Indenture of Mortgage dated 01/12/2016 at S. No. 9935/2016 registered in the office of Sub Registrar Haveli No. 19, Pune, thereby creating an encumbrance/ charge of the mortgage loan amount on the said lands.

Conclusion:

Relying on documents and information given by Goel Ganga Developers (India) Pvt. Ltd., a company incorporated under Indian Companies Act, 1956, I state that Goel Ganga Developers (India) Pvt. Ltd. is the owner of the above referred land and has good, clear and marketable title subject to the encumbrances mentioned above.

Pune
Date : 30/06/2017

Adv.
30/6/2017.

Umesh S. Vaste
Advocate

19/01/2016

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. हवेली 11

दस्त क्रमांक : 640/2016

नोदंणी :

Regn:63m

TRUE COPY

गावाचे नाव : 1) बावधन बुद्रुक

(1)विलेखाचा प्रकार	गहाणखत
(2)मोबदला	2000000000
(3) बाजारभाव (भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	0
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:पुणे इतर वर्णन :, इतर माहिती: मौजे बावधन बुद्रुक ता.मुळशी जि.पुणे येथील स.नं.305/2,स.नं.305/3,स.नं.305/4(पी),305/5,स.नं.305/6,स.नं.306/1,स.नं.306/2,स.नं.306/3 (पी),स.नं.339/1/1(पी),स.नं.339/2,स.नं.339/3(पी),स.नं.339/4/1(पी),स.नं. स.नं.339/4/2,स.नं.339/5,स.नं.339/6/1,स.नं.339/6/2,स.नं.339/6/3,स.नं.339/7,स.नं.339/8,स.नं.339/9/1 (पी),स.नं.339/9/2(पी),स.नं.339/10/2(पी),स.नं.339/11/2,स.नं.339/12,स.नं.339/13/ए आणी स.नं.339/13/बी यांसी क्षेत्र 94966 चौ मी पैकी 60880.9 चौ मी हि मिळकत((Survey Number : 339 ;))
(5) क्षेत्रफळ	1) 60880.9 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-कर्ज घेणार गोयल गंगा डेव्हलपर्स इंडिया प्रा लि तर्फे संचालक श्री अमित जयप्रकाश गोयल तर्फे क ज साठी कु मु म्हणुन श्री अजय टी मिश्रा - - वय:-53; पत्ता:-, -, -, मुंढवा रोड, पुणे , कोरेगाव पार्क , MAHARASHTRA, PUNE, Non-Government. पिन कोड:-411036 पॅन नं:-AADCG3762F 2): नाव:-कर्ज घेणार गंगासागर को.ऑपरेटीव्ह हौ.सो. लि तर्फे श्री अमित जयप्रकाश गोयल तर्फे क ज साठी कु मु म्हणुन श्री अजय टी मिश्रा - - वय:-53; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: मुंढवा रोड, पुणे , महाराष्ट्र, पुणे. पिन कोड:-411036 पॅन नं:-
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-कर्ज देणार आय सी आय सी आय बँक लिमि तर्फे अधिकृत स्वाक्षरीकार श्री आनंद वंद्रू - - वय:-47; पत्ता:--, -, -, -, 1187/22,व्यंकटेश मेहेर,घोले रोड, शिवाजीनगर पुणे , शिवाजीनगर, MAHARASHTRA, PUNE, Non-Government. पिन कोड:-411005 पॅन नं:-
(9) दस्तऐवज करुन दिल्याचा दिनांक	19/01/2016
(10)दस्त नोंदणी केल्याचा दिनांक	19/01/2016
(11)अनुक्रमांक,खंड व पृष्ठ	640/2016
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	1000600
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मी नक्कल वाचली
मी स्वाक्षरीत घेतली
असस्सलबर हुकुम भरले

दस्त घोकताची नक्कल
श्री. अजय टी मिश्रा
यांना दिली.
दिनांक- २०/१/१६

सह. दुय्यम निबंधक (वर्ग-२) हवेली क्र.११

TRUE COPY

ADV SATISHCHANDRA ... PITALE
ADVOCATE & NOTARY
MAHARASHTRA STATE

मुल्यांकनासाठी विचारात घेतलेला तपशील:- मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारनुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) When possession is not given

5 JUL 2017

Index-2(सूची - २)

TRUE COPY

03/03/2016

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. हवेली 10
दस्त क्रमांक : 3201/2016
नोदंणी :
Regn:63m

गावाचे नाव : 1) बावधन बुद्रुक

(1)विलेखाचा प्रकार	65-चुक दुरुस्ती पत्र
(2)मोबदला	0
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	0.0
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:पुणे इतर वर्णन :, इतर माहिती: , इतर माहिती: दस्तात नमुद केल्याप्रमाणे ((Survey Number : 339 ;))
(5) क्षेत्रफळ	1) 0 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-कर्ज घेणार गोयल गंगा डेव्हलपर्स इंडिया प्रा.लि.तर्फे संचालक श्री जे.एस.गोयल तर्फे क ज साठी कु मु म्हणुन श्री अजय टी मिश्रा - - वय:-53; पत्ता:--, -, -, -, मुंढवा रोड, पुणे , ंऊण्ढ्वा आव, MAHARASHTRA, PUNE, Non-Government. पिन कोड:-411036 पॅन नं:-AADCG3762F 2): नाव:-कर्ज घेणार गंगासागर को.ऑपरेटीव्ह हौ.सो.लि.तर्फे मेंबर श्री जे.एस.गोयल तर्फे क ज साठी कु मु म्हणुन श्री अजय टी मिश्रा - - वय:-53; पत्ता:--, -, -, -, मुंढवा रोड, पुणे , ंऊण्ढ्वा आव, MAHARASHTRA, PUNE, Non-Government. पिन कोड:-411036 पॅन नं:-
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-कर्ज देणार आय सी आय सी आय बँक लि.तर्फे अधिकृत स्वाक्षरीकार श्री आनंद वंदू - - वय:-47; पत्ता:--, -, -, -, 1187/22 व्यंकटेश मेहेर घोले रोड शिवाजीनगर पुणे , शिवाजीनगर, MAHARASHTRA, PUNE, Non-Government. पिन कोड:-411005 पॅन नं:-
(9) दस्तऐवज करुन दिल्याचा दिनांक	02/03/2016
(10)दस्त नोंदणी केल्याचा दिनांक	03/03/2016
(11)अनुक्रमांक,खंड व पृष्ठ	3201/2016
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	600
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14)शेरा	

मी ... मी ... अस्सलावर हुकुम नक्कल

श्री. आनंद वंदू
समक्ष
दिनांक - 3/3/16

सह. दु. नि. (वर्ग-२) हवेली-१०

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- : Correction Deed

TRUE COPY
ADV. SATISHCHANDRA . PHALE
ADVOCATE & NOTARY
MAHARASHTRA STATE

5 JUN 2017

Franking

11/05/2016

सूची क्र.2

TRUE COPY

दुय्यम निबंधक : सह दु.नि. हवेली 19
दस्त क्रमांक : 4219/2016
नोंदणी :
Regn:63m

गावाचे नाव : 1) बावधन बुद्रुक

(1)विलेखाचा प्रकार	गहाणखत
(2)मोबदला	2000000000
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	0
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:पुणे इतर वर्णन :, इतर माहिती: मौजे बावधन बु येथील स न.305,306,339, यांसी क्षेत्र 36363 चौ मी हि मिळकत((Survey Number : 339 ;))
(5) क्षेत्रफळ	1) 36363 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-कर्ज घेणार - गंगासागर को.ऑपरेटीव्ह हौ.सो.तर्फे श्री अमित जे.गोयल तर्फे क ज साठी कु मु म्हणुन श्री अजय टी मिश्रा - - वय:-53; पत्ता:--, -, -, -, मुंढवा रोड, पुणे , , MAHARASHTRA, PUNE, Non-Government. पिन कोड:-411036 पॅन नं:-
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-कर्ज देणार - आय सी आय सी आय बँक लि.तर्फे स्वाक्षरीकार श्री आनंद बुंहु - - वय:-48; पत्ता:--, -, -, -, 1187/22 व्यंकटेश मेहेर घोले रोड शिवाजीनगर पुणे, शिवाजीनगर, MAHARASHTRA, PUNE, Non-Government. पिन कोड:-411005 पॅन नं:-
(9) दस्तऐवज करुन दिल्याचा दिनांक	11/05/2016
(10)दस्त नोंदणी केल्याचा दिनांक	11/05/2016
(11)अनुक्रमांक,खंड व पृष्ठ	4219/2016
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	1000600
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:	मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारनुसार आवश्यक नाही
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :	b) When possession is not given

मी नक्कल वाचली
मी तुलना केली
मस्सलयर नक्कल

दस्तासोबतची नक्कल
श्री. अजय टी मिश्रा
यांना दिली.
दिनांक: 11/05/2016

सह. दु. नि. (वर्ग-२) हवेली क्र. १९ सह. दु.नि. (वर्ग-२) हवेली क्र.१९

STATE OF MAHARASHTRA

THE SEAL OF THE JOINT SUB-REGISTRAR HAVELI-19

5/7/2017

5 JUL 2017

01/12/2016

सूची क्र.2

TRUE COPY

दुय्यम निबंधक : सह दु.नि. हवेली 11
दस्त क्रमांक : 9935/2016
नोदंणी :
Regn:63m

गावाचे नाव : 1) खराडी (पुणे महापालिकेमध्ये समाविष्ट)

(1)विलेखाचा प्रकार	65-चुक दुरुस्ती पत्र
(2)मोबदला	0.0
(3) बाजारभाव(भाडेपट ्याच्या बाबतितपटटाकार आका ्णी देतो की पटटेदार ते नमुद करावे)	0
(4) भू-मापन,पोटहिस्सा ् घरक्रमांक (असल्यास)	1) पालिकेचे नाव:पुणे म.न.पा. इतर वर्णन :, इतर माहिती: दस्तात नमुद केल्याप्रमाणे ((Survey Number : 22/2 ;))
(5) क्षेत्रफळ	1) 41000 चौ.मीटर
(6)आकारणी किंवा जुडी ेण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा ्या/लिहून ठेवणा-या पक्षकाराचे ना ् किंवा दिवाणी न्यायालयाचा हु ्मनामा किंवा आदेश असल्यास,प्रतिवा ीचे नाव व पत्ता.	1): नाव:-कर्ज घेणार गोयल गंगा डेव्हलपर्स इंडिया प्रा.लि.तर्फे संचालक श्री.अमित जे.गोयल तर्फे क.ज.साठी कु.मु.म्हणुन अजय टी मिश्रा - - वय:-53; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: मुंढवा रोड, पुणे , महाराष्ट्र, पुणे. पिन कोड:-411036 पॅन नं:-AADCG3762F
(8)दस्तऐवज करुन घेणा ्या पक्षकाराचे व किंवा दिवाणी न्यायाल ्याचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे ना ् व पत्ता	1): नाव:-कर्ज देणार आय सी आय सी आय बँक लि.तर्फे अधिकृत स्वाक्षरीकार आनंद वृंद्रु - - वय:-47; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: शिवाजीनगर पुणे , महाराष्ट्र, पुणे. पिन कोड:-411005 पॅन नं:-
(9) दस्तऐवज करुन दि ्याचा दिनांक	30/11/2016
(10)दस्त नोंदणी केल्या ्चा दिनांक	01/12/2016
(11)अनुक्रमांक,खंड व पृ	9935/2016
(12)बाजारभावाप्रमाणे ्मुद्रांक शुल्क	600
(13)बाजारभावाप्रमाणे ्नोंदणी शुल्क	100
(14)शेरा	

मी नक्कल वाचली
मी रुजवात घेतली
दस्ता सोबतची नक्कल
श्री. आनंद वृंद्रु
यांना दिली. समक्ष
दिनांक- 9/12/2016
अस्सलबर हुकुम नक्कल
सह. दुय्यम निबंधक (वर्ग-२) हवेली क्र.११

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- : Correction Deed

NOTARY * SATISHCHANDRA L. PHALE AREA PUNE DIST. REGD. NO. 316 * STATE OF MAHARASHTRA

THE SEAL OF JOINT SUB-REGISTRAR CLASS-II * HAVELI-11 *

5 JUL 2017

TRUE COPY
ADV. SATISHCHANDRA L. PHALE
ADVOCATE & NOTARY
MAHARASHTRA STATE
5/7/2017