

portion of land which was devolved upon them by way of succession.

It further observed that those legal heirs sold, and conveyed their respective and definite share out of the land bearing Gat No. 927 to various purchasers by executing various agreements, power of attorneys and sale deeds and their transferees are in actual, physical and peaceful possession of the area purchased by them respectively.

It further observed that, by a confirmation deed dated 11th day of December 2013 the legal heirs of Kondiba Maruti Aavhale who have not transferred or conveyed their respective share out of the land bearing Gat No. 927 given their confirmation to the deeds and documents executed by the other legal heirs of late Kondiba Avhale to and in favour of their respective purchasers including the sale deed of Mr. Girish Madhukar Rathi and each party to the said confirmation deed confirmed the boundaries of their respective portion of land out of the land bearing Gat No. 927 of village Wagholi, and the same was registered in the office of Sub Registrar Haveli No. VII at Sr. No. 9726/2013 on the same day.

That, after perusing the mutation entry no. 10419 it observed that, by a sale deed dated 11/02/2014 M/s. Aaditya Constructions, a partnership firm through its partner Mr. Gopal Ishwarchand Dhingra sold and conveyed an area admeasuring 00H. 32Are out of the land bearing Gat No. 927 to and in favour of M/s. Kariya Realty through its partner Mr. Nitin C. Karia and the same was registered in the office of Sub Registrar Haveli No III at Sr. No. 1405/2014.



That, after perusing the mutation entry no. 10420 it further observed that, by a sale deed dated 11/02/2014 Mr. Pradeep Ishwarchand Dhingra and Mr. Gopal Ishwarchand Dhingra sold and conveyed the land admeasuring 00H. 32Are out of the land bearing Gat No. 927 to and in favour of M/s. Kariya Realty through its partner Mr. Nitin C. Karia and the same was registered in the office of Sub Registrar Haveli No III at Sr. No. 1404/2014.

After perusing the mutation entry no. 10444 it observed that, subsequent to the confirmation deed the legal heirs of late Ranganath Shankar Pathare namely Mr. Balasaheb, Mr. Ramdas, Mr. Laxman Ranganath Pathare and Mrs. Dwaraka Madhukar Divate with the consent of their family members executed sale deed dated 04/01/2014 and conveyed their defined 00H.32Are area out of the Said Land to and in favour of M/s. Radhika Constructions through their partners Mr. Pradeep Ishwarchand Dhingra and the same was registered in the office of Sub Registrar Haveli No. III at Sr. No. 165/2014 and by virtue of the same mutation entry No. 10444 came to passed and name of said purchaser recorded in the 7/12 extract of the Said Land.

That, from the mutation entry bearing No. 12094 it further observed that, M/s. Karia Reality the owner of 00H.64Are out of the Said Land bearing Gat No. 927 converted the said area to non agricultural purposes with the due permission of Hon'ble District Collector, Pune and therefore the said area admeasuring 00H.64Are is deducted from the original area of Gat No. 927 and new 7/12 extracts were prepared for the said converted area. Due to the said deduction the present 7/12 extract of the Said Land bearing Gat No. 927 shows it's total area as 02H.56Are and out of the same defined

portion of land admeasuring about 01H.92Are is owned and possessed by Mr. Girish Madhukar Rathi as a lawful owner thereof.

That by a deed of grant of right of way dated 28/02/2015 the adjoining land owner namely M/s. Karia Realty, a Partnership firm registered under the Partnership Act 1932, and having its registered office at; 205, Gera 77, Near Bishop's School, Kalyani Nagar, Pune: 411006, through its Partner Mr. Nitin Chagpal Karia, granted right of easement to Mr. Girish Madhukar Rathi and M/s NG Rathi Associates through its partners Mr. Girish Madhukar Rathi and Mr. Nitin Madhukar Rathi and every person/s claiming under them to pass and re-pass over and through the 12Meter wide Internal road, numbered as Plot No. 5 in the sanctioned lay out bearing No. PRH/NASR/763/2014 dated 29/09/2014 of the lands bearing Gat Nos. 905, 906, 926, 1085 situated at village Wagholi, for egress and ingress from the Wagholi-Kesnand Road up to the lands bearing Gat No. 927, 1069 and 1070, on the terms and conditions which are more particularly mentioned therein and the same was registered in the office of Sub Registrar Haveli No. 1 at Sr. No. 1781/2015 on 02/03/2015. And therefore subject to maintenance charges of the said road area as mentioned in the said deed more particularly, it shall be lawful for the Mr. Girish Madhukar Rathi and their assignee, transferee, unit/flat/plot/bungalow purchasers and every person/s claiming under them to use and exercise the right or easement to and over the said access/approach road in common with the tenement holders of the scheme carried out by M/s Karia Realty in their layout.

That, subsequently to the said easement agreement both the parties thereto done one correction deed dated 02/11/2015 to the said deed of grant of right of way in respect of the plan annexed thereto and the same was registered in the office of Sub Registrar Haveli No. I at Sr. No. 7813/2015;

That, one Mrs. Bhama @ Nalini Chandrakant Ghule and Mrs. Leelabai @ Sunita Vasant Aatkire alleging to be daughters of late Sarubai @ Laxmibai Tukaram Kunjir filed one Spl. Civil Suit bearing No. 602/2015 in the court of Hon'ble Civil Judge Senior Division, Pune against her brothers namely Mr. Marutrao, Mr. Laxman, Mr. Rambhau and Mr. Bharat Tukaram Kunjir, and against all the legal heirs of late Tukaram Savaleram Kunjir and Kondiba Maruti Aavhale for partition, declaration and injunction in respect of the lands situated at village Theur, Avhalwadi and Wagholi of district Pune.

That, the land bearing Gat No. 927 of village Wagholi is the subject matter of said suit and therefore the plaintiffs of the said suit have joined all the purchasers of those suit properties described therein more particularly as necessary party therein as defendants including Mr. Girish Madhukar Rathi. However the Plaintiffs therein have not sought or claimed or asked any kind of interim or ad-interim relief against Mr. Girish Rathi by way of injunction or otherwise.

In the said civil suit the Plaintiffs have specifically pleaded that, to avoid any technical shortcomings in their suit they have joined Mr. Girish Madhukar Rathi as defendant as a necessary party thereto. By the said suit the said Plaintiffs have challenged the sale deed 26th October 2009 (Doc No. 7265/2009) executed by their brothers

in favour of M/s. Mithel Associates and the subsequent sale deeds dated 02/02/2011 (Doc. No. 1175/2011) executed by said Mithel Associates in favour of Aaditya Construction and sale deed dated 11/02/2014 (Doc. No. 1405/2014) executed by Aaditya Constructions to and in favour of Karia Realty of the area admeasuring 00H 32Are. And as such the Plaintiffs have sought all the reliefs against their brothers and the purchasers claiming under them namely M/s. Mithel Associates, M/s. Aaditya Constructions through its Partner Mr. Gopal Dhingra and M/s. Karia Realty through its partner Mr. Nitin C. Karia, the defendant Nos. 5 to 7 therein respectively.

That, at present the said civil suit is pending before the C.J.S.D. Pune at Pune for adjudication and till today the Hon'ble Court has not passed any interim or ad-interim order or orders against Mr. Girish Madhukar Rathi or against the developer NG Rathi Properties LLP and preventing them from dealing with the Said Portion of Land admeasuring about 01H.92Are owned and possessed by Mr. Girish Madhukar Rathi out of the land bearing Gat No. 927 of village Wagholi.

By a development agreement dated 7th February 2017 the land owner Mr. Girish Madhukar Rathi conferred the development rights of the Said Portion of Land admeasuring 01H. 92Are to M/s. NG RATHI PROPERTIES LLP, a registered limited liability partnership firm through its designated partners namely Mr. Ganesh Bhivraj Bhutada, Mr. Girish Madhukar Rathi and Mr. Nitin Madhukar Rathi and in pursuance of the said agreement the land owner also executed power of attorney to and in name of the designated partners of the said firm namely Mr. Ganesh Bhivraj Bhutada and

Mr. Girish Madhukar Rathi and those documents are registered in the office of Sub Registrar Haveli No. XXVII at Sr. No. 337/2017 and 338/2017 respectively.

That by virtue of said development agreement and Power of Attorney both dated 7th February 2017 the M/s. NG Rathi Properties LLP through its partners alone has the sole and inclusive right to develop the Said Portion of Land and implement a housing scheme of multistoried building/s thereon and to sell the Flats/Apartments, Row houses, shops/units/offices to be constructed thereon and to enter into agreement/s with the intending unit purchasers and to receive the sale price thereof.

That the developer decided to implement and carry out a residential housing scheme/project of multistoried buildings on the 'Said portion of Land' and accordingly prepared one layout of the said land admeasuring about 01H. 92Are out of the land bearing Gat No. 927 of Village Wagholi, District Pune and submitted the same with the Planning Authority i.e. PMRDA, Pune for sanction and approval.

That the P.M.R.D.A., Pune sanctioned the building plans and the layout of the 'Said Portion of Land' and issued the Commencement certificate of the Project vide outward No. DP/BHA/HAV/branch-1.Mouje Wagholi /Gat No. 927 Part/P.No. 1328/16-17 dated 30/03/2017;

That, in view of the approved building plans and the application dated 11/05/2017 filed under the provisions of section 44 of Maharashtra Land Revenue Code, 1966 with the Hon'ble District Collector Pune, the Hon'ble District Collector, Pune was pleased to allow to use the 'Said Portion of Land' for non agricultural purposes

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i.e. for residential purposes and accordingly 'Sanad' to that effect is issued vide order bearing No. PMRDA/NA/SR/52/2017 dated 03/08/2017.

Opinion:

Therefore, on the basis of available record, documents and observation contained in the report, I have no hesitation to come to the conclusion that the Said Portion of Land admeasuring 01H 92Are out of the land bearing Gat No. 927 of Village Wagholi, Taluka Haveli, District Pune is owned by Mr. Girish Madhukar Rathi and except the Special Civil Suit No. 602/2015 pending in the court of CJSD Pune at Pune title of the said owner is free from all kind of encumbrances, charge and doubts.

That, by virtue of development agreement and power of attorney both dated 7th day of February 2017 the Said Portion of Land is in possession of M/s. NG Rathi Properties LLP, through its partners Mr. Ganesh B. Bhutada, Mr. Girish Madhukar Rathi and Mr. Nitin Madhukar Rathi for its intended development, and they have every rights and powers to deal with the same and develop the same as per sanctioned plans and specifications. The said firm through it's partners have rights and powers to enter into an agreements to sell the units which are to be constructed on the Said Portion of Land and to accept the consideration from the intending purchasers.


ALURKAR
 & NOTARY
 OF INDIA
 di, Pune-411030


 (Hemant S. Aalurkar)

Advocate

HEMANT S. ALURKAR
 ADVOCATE & NOTARY
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The documents referred to above are returned herewith to the client.