

one daughter 4) Sunita Dattatraya Makar as the only legal heirs and representatives, and their names stands duly entered on the 7/12 extract of the said Property No. 1, Vide Pher Phar No. 18691

- (e) It appears in Pher Phar No. 18692 that, out of the original owners Gorakh Subham Chavan died on 11/03/1993 intestate leaving behind him, his widows 1) Smt. Kusum Gorakh Chavan, one son 2) Prakash Gorakh Chavan, and one daughter 4) Lata Gorakh Chavan as the only legal heirs and representatives, and their names stands duly entered on the 7/12 extract of the said Property No. 1, Vide Pher Phar No. 18692
- (f) It appears in Pher Phar No. 38305 that, by Release Deed dated 23/12/2004, registered in the office of Sub Registrar, Haveli, at Gr. No. 8054/2004, out of the said legal heirs 1) Sunita Dattatraya Makar, 2) Lata Sunil Jadhav, 3) Shantabai Ramesh Jadhav release their rights in favour of 1) Mohan Dattatraya Chavan, 2) Mahesh Dattatraya Chavan and Prakash Gorakh Chavan, accordingly, their names were deleted from the record of right of said Property No. 1, Vide Pher Phar No. 38305
- (g) It also appears that, pursuant to the Development Agreement and power of Attorney's dated 23/12/2004, which were duly registered in the office of Sub-Registrar Haveli No. 03 at Serial No. 8046/2004 and 8044/2004 Pune, said owners Vatsalabai Dattatraya Chavan and others have brought the development and construction rights in respect of his Property being S. No. 65/6A+6B/1B/2/1 Admeasuring Hectar 60=78.5 Acres in favour of 1) Suresh Manaji Bhangle 2) Dattatraya Bhagwan Kakade (the said "Promoter", for short) and also authorized and empowered them to perform, comply with and execute various acts, deeds and things in respect

of the said Property by paying monetary consideration by the Developer to the said owner, as mentioned in the said agreement.

- (b) It also appears that, pursuant to the Development Agreement and power of Attorney's dated 11/03/2005, which were duly registered in the office of Sub-Registrar Haveli No. 03, at Serial No. 1371/2005 and 1372/2005 Pune, said owners i) Mrs. Hafiza Nasir Khan, ii) Mrs. Mathura Sadashiv Ghule & iii) Mahmud Ishaq Shaikh have brought the development and construction rights in respect of his Property being Survey No. 65/6A+6B/1B/2 admeasuring Hectar 00.01 Ares (Property No. 2) in favour of i) Suresh Manaji Bhargira ii) Dattatraya Bhagwan Kakade (the said "Promoter", for short) and also authorized and empowered them to perform, comply with and execute various acts, deeds and things in respect of the said Property No. 2 by paying monetary consideration by the Developer to the said owner, as mentioned in the said agreement.
- (i) Later on by Sale Deed dated 09/12/2011, duly registered in the office of the Sub-Registrar, Haveli No. 12, at Serial No. 9129/2011 on same day, Portion admeasuring Hectar 00.42 Ares out of Survey No. 65/6A+6B/1B/2/1 (said Property No. 1) sold out by the said owners i.e. Vatsalabai Dattatraya Chavhan and others, and Portion admeasuring Hectar 00.01 Ares out of S. No. 65/6A+6B/1B/2 (said Property No. 2) sold out by the owners i.e. i) Mrs. Hafiza Nasir Khan, ii) Mrs. Mathura Sadashiv Ghule & iii) Mahmud Ishaq Shaikh with express consent of said Promoter i.e. i) Mr. Suresh Manaji Bhargira ii) Mr. Dattatraya Bhagwan Kakade thereby having sold, transferred and/or conveyed the said Property No. 1 and 2 as mentioned above unto and in favour of **M/s. Sanjay Real Estate, Tours & Travels** by its Proprietor **Sanjay Parshuram Jadhav (Said Builder)** as absolute owner whose names stand duly

entered on 7/12 extract of the said Property No. 1 and 2 vide Pher Phar No. 42502.

- (j) Thereafter, by Sale Deed dated 19/06/2012, duly registered in the office of the Sub. Registrar, Haveli No. 2, at Serial No. 5234/2012 on same day, executed by the said Builder being a owner **M/s. Sanjay Real Estate, Tours & Travels** through its Proprietor **Sanjay Parshuram Jadhav** thereby having sold, transferred and/or conveyed Portion admeasuring Hectar 00.42 Ares out of Survey No. 65/6A+6B/1B/2/1 (said Property No. 1) and Portion admeasuring Hectar 00.01 Ares out of Survey No. 65/6A+6B/1B/2 (said Property No. 2) totally admeasuring Hectar 00=43 Ares unto and in favour of **M/s. Dynamic Realty Ventures** by its Proprietor **Mr. Rajeev Shivnath Sankar (Said Developer/Owner)** as absolute owner whose names stand duly entered on 7/12 extract of the said Property No. 1 and 2 vide Pher Phar No. 44138.

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- (k) The Property bearing Survey No. 65 Hissa No. 2A, 2C, 3A, 3C and 4B totally admeasuring Hectar 01=61.2 Ares situated at village **Khadapsar, Taluka- Haveli, District- Pune**, within the limits of Registration District of Pune, Sub. Registrar, Haveli No. 1 to 25, Pune and the Municipal Corporation of city of Pune, originally belongs to **Dagdu Sitaram Chavan (said "Larger Property No. 2")**

- (l) It appears in Pher Phar No. 9869 that, vide application dated 15/12/1981 of **Nivrutti Ganpati Kumbhar** who purchased 1/3 portion admeasuring Hectar 00=80.6 Ares out of the said Larger Property No. 2 from its erstwhile owners **Dagadu Sitaram Chavan** name of the said purchaser and name of remaining co-owners La: i) Baban, ii) Keru, iii) Narayan Sitaram Chavan as per their respective shares stand duly entered in the 7/12 extract of the said Larger Property No. 2 therefore, partition was effected amongst said **Nivrutti**

Ganpati Kumbhar and other Co-owners as mentioned above, wherein the said Larger property No. 2 was sub divided into two parts and consequent to which Survey No. **65/2AC+3AC+4B/1** admeasuring Hectar 00=80.6 Ares continued in the name of i) Baban, ii) Keru, iii) Narayan Sitaram Chavan, and Survey No. **65/2AC+3AC+4B/2**, admeasuring Hectar 00=80.6 Ares was mutated in the name of Nivrutti Ganpati Kumbhar the aforesaid purchaser in the record of rights, vide Pher-Phar No. 9869.

- (ii) It appears in Pher-Phar No. 10593 that, by Sale Deed dated 20/01/1984 i) Nasir Mohammad Khan and ii) Sattar Mohammad Khan purchased portion admeasuring Hectar 00=25 Ares out of the said Larger Property bearing S. No. **65/2AC+3AC+4B/1** from its erstwhile owners i) Baban, ii) Keru, iii) Narayan Sitaram Chavan, and accordingly, said Survey Number was sub divided into two parts consequent to which Survey No. **65/2AC+3AC+4B/1A** admeasuring Hectar 00=55.6 Ares continued in the name of Chavan family and Survey No. **65/2AC+3AC+4B/1B** admeasuring Hectar 00=25 Ares was mutated in the name of the said purchaser in the record of rights, vide Pher-Phar No. 10593.
- (iii) It appears in Pher-Phar No. 15459 that, by Sale Deed dated 01/02/1983 i) Nasir Mohammad Khan and ii) Sattar Mohammad Khan purchased Property bearing S. No. **65/2A+65/3A+65/4B+65/2C** from its erstwhile owners i) Baban, ii) Keru, iii) Narayan Sitaram Chavan with the consent of others co-owners, accordingly, in the name of the said purchasers mutated in the record of rights, vide Pher-Phar No. 15459.
- (iv) Thereafter, the aforesaid owners i) Nasir Mohammad Khan and ii) Sattar Mohammad Khan conveyed portion out of the said Larger property No. 2 being Survey No. **65/2AC+3AC+4B/1A/1** in favour of

various purchasers by various sale deeds, which are registered in the office of Sub-Registrar Havell, details of which are as under:-

Name of the Purchaser & Name of the Original Owner	Area Purchased Hectares=Ares	Survey No.	Mutation Entry
<i>Kaisze K. Kapadia</i> Purchased from i) Nasir Mohammad Khan and ii) Sattar Mohammad Khan	05=02 Ares Out of total area	65/2AC+3AC+4B/1A/1	29751
<i>Akhtari Hakeemuddin Qasbi</i> Purchased from i) Nasir Mohammad Khan and ii) Sattar Mohammad Khan	00=04 Ares Out of total area	65/2AC+3AC+4B/1A/2	32479
<i>Tajeeb Gulabchar Ghaffar</i> Purchased from i) Nasir Mohammad Khan and ii) Sattar Mohammad Khan	00=01 Ares Out of total area	65/2AC+3AC+4B/1A/1	32480
<i>Rutub Kurbanchusein Vizapurwala</i> Purchased from i) Nasir Mohammad Khan and ii) Sattar Mohammad Khan	00=02 Ares Out of total area	65/2AC+3AC+4B/1A/1	32481
<i>Abdur Kurbanchusein Vizapurwala</i> Purchased from i) Nasir Mohammad Khan and ii) Sattar Mohammad Khan	00=02 Ares Out of total area	65/2AC+3AC+4B/1A/1	32483
<i>Muhamm Abdulnabi Khokhawala</i> Purchased from i) Nasir Mohammad Khan and ii) Sattar Mohammad Khan	00=04 Ares Out of total area	65/2AC+3AC+4B/1A/1	41029
	60=15 Ares	65/2AC+3AC+4B/1A/1	

- (p) It appears that, by Sale Deed Mr. Jenab Jugar Kapadia purchased Portion admeasuring 05 Ares out of S. No. 65/2AC+3AC+4B/1A/1 from owners i) Nasir Mohammad Khan and ii) Sattar Mohammad Khan and accordingly, said Survey Number was sub divided into two parts consequent to which Survey No. 65/2AC+3AC+4B/1A/1 continued in the name of i) Nasir Mohammad Khan and ii) Sattar Mohammad Khan and S. No. 65/2AC+3AC+4B/1B/2/9 admeasuring

Hector 00=03 Area (said Property No. 4) was mutated in the name of the said purchaser in the record of rights.

- (4) It appears that pursuant to the various Development Agreements and power of Attorney's which were duly registered in the office of Sub-Registrar, Haveli, Pune stated as below, respective owners granting exclusive development rights relating to the said Property in favour of (i) Sunesh Manaji Bhangle and (ii) Dattatraya Bhagwan Kakade (the said "Promoter", for short), and also authorized and empowered him to perform, comply with and execute various acts, deeds and things in respect of the said Properties;

Sr. No.	Development Agreement & Power of Attorney	Survey No. And Area for Development in Hectors = Area	Registration No. And Date
1)	<i>Atitabai K. Dattavale and Tayyaji Gabujiabhai Ghodajali</i>	00=05 Area Out of S. No. 65/2AC+3AC+4B/1A/1	3300, 3301/2005 Haveli No. 03. Dated 08/05/2005
2)	<i>Kutub K. Vissapurwale and Abbas Kurbanhusien Vissapurwale (04 Area)</i>	00=04 Area Out of S. No. 65/2AC+3AC+4B/1A/1	2027, 2028/2005 Haveli No. 03 Dated 14/03/2005 Registered on 5/04/2005
3)	<i>Kaiser K. Kapadiya</i>	00=02 Area Out of S. No. 65/2AC+3AC+4B/1A/1 00=03 Area Out of S. No. 65/2AC+3AC+4B/1B/2/9	00=05 Area 0653, 0654/2006. Haveli No. 03. Dated 31/12/2005 Registered on 24/01/2006
4)	<i>Jatub J. Kapadiya</i>		

- (i) Thereafter, out of the said aforesaid owners Mr. Husaini Abidbhai Kholawala through his Attorney Hasimbhai K. Lakadawala through his Attorney Nasirbhai Mohtamed Khan sold the Portion admeasuring Hector 00=04 Area out of property bearing S. No. 65/2AC+3AC+4B/1A/1 to Mrs. Savita Vishnu Kurhe by the Sale Deed dated 05/05/2008, duly registered in the office of the Sub-Registrar, Haveli No. 3, Pune at Serial No. 3808/2008, pursuant to

which, her name stand duly entered on 7/12 extract of the said Property vide Pher Pher No. 41040,

- (5) It appears that, by the Sale Deed dated 09/12/2011 duly registered in the office of the Sub. Registrar, Haveli No. 12, Pune at Serial No. 9125/2011, on same day executed by owner Mrs. Savita Vishnu Kurhe thereby having sold, transferred and/or conveyed Portion admeasuring Hectar 00=04 Ares out of property bearing S. No. 65/2AC+3AC+4B/1A/1 (out of Property No. 3) unto and in favour of **M/s. Sanjay Real Estate, Tours & Travels** by its Proprietor **Sanjay Parshuram Jadhav (Said Builder)** as absolute owner whose names stand duly entered on 7/12 extract of the said Property No. 3 vide Pher Pher No. 42000,

- (6) It appears that, by the Sale Deed dated 09/12/2011 duly registered in the office of the Sub. Registrar, Haveli No. 12, Pune at Serial No. 9130/2011, on same day executed by owners being i) Mrs. Akshata H. Daruwala, Tayyabi Gabulchah Ghadiya, ii) Kutub K. Visapurwala iii) Abbas Kurbanhusen Visapurwala, iv) Kaiser K. Kapadiya and v) Jalnab J. Kapadiya through their Constituted Attorney, i) Suresh Manaji Bhargava ii) Dattatraya Bhagwan Kakade thereby having sold, transferred and/or conveyed Portion admeasuring Hectar 00=11 Ares out of property bearing S.No. 65/2AC+3AC+4B/1A/1 & Portion admeasuring 03 Ares out of S. No. 65/2AC+3AC+4B/1B/2/9 totally admeasuring Hectar 00=14 Ares (out of Property No. 3 & 4) unto and in favour of **M/s. Sanjay Real Estate, Tours & Travels** by its Proprietor **Sanjay Parshuram Jadhav (Said Builder)** as absolute owner whose names stand duly entered on 7/12 extract of the said Property No. 3 & 4 vide Pher Pher No. 42001,

- (u) It appears that, by Sale Deed dated 19/05/2012, duly registered in the office of the Jt. Sub. Registrar, Haveli No. 02, at Serial No. 5236/2012 on same day, executed by the said Builder being a owner **M/s. Sanjay Real Estate, Tours & Travels** through its Proprietor **Sanjay Parshuram Jadhav** thereby having sold, transferred and/or conveyed Portion admeasuring Hectar 00=15 Ares out of property bearing Survey No. 65/2AC+3AC+4B/1A/1 and Portion admeasuring Hectar 00=03 Ares out of Survey No. 65 Hissa No. 3AC+3AC+4B/1B/2/9 totally admeasuring Hectar 00=18 Ares (out of Property No. 3 & 4) unto and in favour of **M/s. Dynamic Realty Ventures** by its Proprietor **Mr. Rajeer Shivnath Senkar** (Said Developer/Owner) as absolute owner whose names stand duly entered on 7/12 extract of the said Property No. 3 & 4 vide Pher Phar No. 44139,
- (v) It appears that, by Sale Deed Khumsia Inayathusain Poonawala purchased Portion admeasuring Hectar 00=01 Ares out of S. No. 65/2AC+3AC+4B/1A from said owners i) Nasir Mohhamad Khan and ii) Sattar Mohhamad Khan & accordingly, said Survey Number was sub divided into two parts consequent to which Survey No. 65/2AC+3AC+4B/1A continued in the name of i) Nasir Mohhamad Khan & ii) Sattar Mohhamad Khan & S. No. 65/2AC/3AC/4B/1A/4 admeasuring 00=01 Ares (said Property No. 6) was mutated in the name of the said purchaser in the record of rights, and remark "subject to Section 84C" of BT&AL Act is kept therein,
- (w) It also appears that, Section 84/C of BT&AL Act, was made applicable, but Vide order No. 84C/SR/514/2013 dated 19/09/2013, passed by concerned authority, the entry U/s-84C was deleted from 7/12 extract of the said Property, vide Pher Phar No. 44258, and Khumsia Inayathusain Poonawala became absolute owner of the said property.

- (x) Meanwhile, pursuant to the Development Agreements and power of Attorney's dated 17/12/2006, duly registered in the office of Sub-Registrar Haveli No. 3, Pune at Serial No.1323/2006 the said owner Khomja Inayathusain Poonawala granting exclusive development rights relating to the said Property in favour of i) Suresh Manaji Bhangire and ii) Dattatraya Bhagwan Kakade (the said "Promoter" for short), and also authorized and empowered them/him to perform, comply with and execute various acts, deeds and things in respect of the said Property;
- (y) It appears that, by Sale Deed dated 28/12/2013, duly registered in the office of the Sub- Registrar, Haveli No. 12, at S. No. 304/2014 on 13/01/2014, executed by the said owner Khomja Inayathusain Poonawala through his Constituted Attorney: i) Suresh Manaji Bhangire and ii) Dattatraya Bhagwan Kakade thereby having sold, transferred and/or conveyed property bearing Survey No. 65/2AC/3AC/4B/1A/4 admeasuring 00=01 Ares (said Property No. 6) unto and in favour of M/s. Dynamic Realty Ventures by its Proprietor Rajeev Shikmath Sonkar (Said Developer/Owner) as absolute owner, but the formalities for recording the name in the record of rights of the said Property No. 6 is still in progress.
- (z) It appears that, by Sale Deed dated 14/05/1990, duly registered in the office of the Sub- Registrar, Haveli No. 2, at Sr. No. 8060/1990 Khajema Kutubihal Limkhedwala purchased Portion admeasuring Hecter 00=02 Ares out of S. No. 65/3-2AC+3AC+4B/1B from said owners i) Nasir Mohammad Khan and ii) Sattar Mohammad Khan **But**, however, due to oversight the Survey number of the said Property was wrongly written as S. No. 65/3-2AC+3AC+4B/1B whenever in fact which should have been rightly stated as Survey No. 65/2AC/3AC/4B/1A/1, and therefore, the said owners: i) Nasir

Mohammad Khan and ii) Sattar Mohammad Khan, by correction deed dated 31/12/2013, registered in the office of the Sub Registrar, Haveli No. 12 at Serial No. 0241/2014 on 09/01/2014 corrected the same, but the formalities for recording the name in the record of rights of the said Property No. 3 is still in progress.

(aa) Meanwhile, pursuant to the Development Agreements and power of Attorney's dated 13/07/2006, duly registered in the office of Sub-Registrar Haveli No. 3, Pune at Serial No.6046/2006 the said owner Khojema Kutubhal Limkhedwala granting exclusive development rights relating to the said Property S. No. 65/3-2AC+3AC+4B/1B in favour of i) Suresh Manaji Bhangire and ii) Dattatraya Bhagwan Kakade (the said "Promoter", for short); and also authorized and empowered him to perform, comply with and execute various acts, deeds and things in respect of the said Property, But, however, due to oversight the Survey number of the said Property was wrongly written as S. No. 65/3-2AC+3AC+4B/1B whenever in fact which should have been rightly stated as S. No. 65/2AC/3AC/4B/1A/1, and therefore, the said owner Khojema Kutubhal Limkhedwala, by correction deed dated 31/12/2013, registered in the office of the Sub Registrar, Haveli No. 12 at Serial No.0242/2014 on 09/01/2014 corrected the same;

(bb) It appears that, by Sale Deed dated 28/12/2013, duly registered in the office of the Sub. Registrar, Haveli No. 12, at Sr. No. 271/2014 on 10/01/2014, executed by the said owner Khojema Kutubhal Limkhedwala through his Constituted Attorney i) Suresh Manaji Bhangire and ii) Dattatraya Bhagwan Kakade thereby having sold, transferred and/or conveyed Portion admeasuring 00=02 Ares out of property Survey No.65/2AC/3AC/4B/1A/1, (out of said Property No. 3) unto and in favour of M/s. Dynamic Realty Ventures by its Proprietor Rajeer Shivnath Sonkar (Said Developer/Owner) as

absolute owner, but the formalities for recording the name in the record of rights of the said Property No. 3 is still in progress.

- (cc) It appears that, by Sale Deed dated 27/06/2009, duly registered in the office of the Sub. Registrar, Haveli No. 6, at Sr. No. 4170/2009 on 01/07/2009 Abdul Nasirbhai Miyashaikh purchased 00=02 Ares out of property bearing S. No. 65/65/2AC+3AC+4B/1B from said owners i) Ajagarbhai Mandarsonwala and ii) Husain S. Rampunwala. **But**, however, due to oversight the Survey number of the said Property was wrongly written as Survey No. 65/2AC+3AC+4B/1B whenever in fact which should have been rightly stated as Survey No. 65/2AC+3AC+4B/1A/1, & therefore, the said owners i) Ajagarbhai Mandarsonwala & ii) Husain S. Rampunwala, by correction deed dated 24/08/2010, registered in the office of the Sub Registrar, Haveli No. 6 at Serial No. 7387/2010 corrected the same, whose names stand duly entered on 7/12 extract of the said Property vide Pher Phar No. 38930.
- (dd) It appears that, by Sale Deed dated 19/06/2013, duly registered in the office of the Sub. Registrar, Haveli No. 10, Pune at Serial No. 7206/2013 on 19/06/2013, executed by the said owner Mr. Abdul Nasirbhai Miyashaikh thereby having sold, transferred and/or conveyed Portion admeasuring Hecter 00=02 Ares out of property Survey No. 65/2AC+3AC+4B/1A/1, (out of said Property No.3) unto and in favour of **M/s. Dynamic Realty Ventures** by its Proprietor **Rajeev Shivnath Sonkar (Said Developer/Owner)** as absolute owner, whose names stand duly entered on 7/12 extract of the said Property vide Pher Phar No. 44346.
- (ee) Thus, Said Developer became full and absolute owner of the Property No. 1 to 4 & 6 totally admeasuring Hecter 00=66 Ares (6600 Sq. Mtrs.) out of the said Properties which are more

particularly described hereinbefore and hereinafter referred to as "the said property".

- (ii) It appears that, by Sale Deed dated 28/02/1990 i) Mrs. Mariyam Fakruddin Surti and ii) Moeen Fakruddin Surti purchased Portion admeasuring 00=02 Ares out of S. No. 65/2AC+3AC+4B/1A/1 from said owners i) Nasir Mohammad Khan & ii) Sattar Mohammad Khan & accordingly, said Survey Number was sub divided into two parts consequent to which Survey No. 65/2AC+3AC+4B/1A/1 continued in the name of i) Nasir Mohammad Khan and ii) Sattar Mohammad Khan and S. No. 65/2AC+3AC+4B/1A/2 admeasuring 00=02 Ares (said Property No. 5) was mutated in the name of the said purchaser in the record of rights of said Property No. 5 vide Pher Phar No. 15491.
- (oo) It appears that, by Sale Deed dated 23/02/1990 Mr. Masur Inayatullah Poonawala purchased Portion admeasuring Hector 00=01 Ares out of S. No. 65/2AC+3AC+4B/1A/1 from said owners i) Nasir Mohammad Khan and ii) Sattar Mohammad Khan and accordingly, said Survey Number was sub divided into two parts consequent to which Survey No. 65/2AC+3AC+4B/1A/1 continued in the name of i) Nasir Mohammad Khan and ii) Sattar Mohammad Khan and S. No. 65/2AC+3AC+4B/1A/5 admeasuring 00=01 Ares (said Property No. 7) was mutated in the name of the said purchaser in the record of rights of said Property No. 7 vide Pher Phar No. 15494.
- (nh) It appears that, by Sale Deed dated 21/06/2010 duly registered in the office of the Sub. Registrar, Haveli at Sr. No. 5446/2010 Mr. Manaji Manaji Bhangire purchased Properties bearing 1) Survey No. 65/2AC+3AC+4B/1A/2 admeasuring 00=02 Ares from said owners i) Mariyam Fakruddin Surti and ii) Moeen Fakruddin Surti and 2)

Survey No. 65/2AC+3AC+4B/1A/5, admeasuring 00=01 Ares from said owners I) Abbas Masur Poonawala & Farida Masud Poonawala, legal heirs of late, Masur Inayathussain Poonawala, name of the said purchaser stand duly entered on 7/12 extract of the said Property No. 5 & 7 vide Phar Phar No. 39694,

- (ii) It also appears that, pursuant to the Development agreement styled as Agreement and power of Attorney dated 19/10/2012, which were duly registered in the office of Sub-Registrar Havelli No. 02, at Serial No. 8333/2012 and 8334/2012, on same day said owner Mr. Maruti Manaji Bhargava have brought the development and construction rights in respect of Properties being Survey No. 65/2AC+3AC+4B/1A/2 admeasuring Hectar 00=02 Ares (Property No. 5) & Survey No. 65/2AC+3AC+4B/1A/5 admeasuring Hectar 00=01 Ares (Property No. 7) totally admeasuring Hectar 00=03 Ares in favour of **M/s. Vedant Infracon**, a registered partnership firm having its place of Business at:- Office No. 311, 3rd Floor, City Towers, Dhule Patil Road, Pune- 411001, **through its partner, Rahul Premprakash Goyal** (the said "Builder No. 2", for short) and also authorized and empowered him to perform, comply with and execute various acts, deeds and things in respect of the Property No. 5 & 7, in consideration payable by the Builder No. 2 to the said owner, in kind in the form of construction of residential and commercial Blocks of 185.87 Sq. Mtrs. out of total F.A.R./F.S.I. in the said Property No. 5 & 7 (said Blocks) as mentioned in the said agreement.

- (iii) It also appears that, in the Assignment of Developments Rights Deed and power of Attorney's both dated 28/02/2014, which were duly registered in the office of Sub-Registrar Havelli No. 09, at Serial No. 1458/2014 and 1459/2014, on 01/03/2014 the said Builder No. 2 i.e. **M/s. Vedant Infracon**, *Through its partner,*

Rahul Premprakash Goyal have brought the development and construction rights in respect of Properties being Survey No. 65/2AC+3AC+4B/1A/2 admeasuring Hectar 00=02 Ares (Property No. 5) & S. No. 65/2AC+3AC+4B/1A/5 admeasuring Hectar 00=01 Ares (Property No. 7) totally admeasuring Hectar 00=03 Ares, together with the Confirmation of the said owner Mr. Maruti Manaji Bhangre unto and in favour of M/s. Dynamic Realty Ventures by its Proprietor Rajeev Shivnath Sorikar (for short Said Developer /Owner) and also authorized and empowered him to perform, comply with and execute various acts, deeds and things in respect of the Property No. 5 & 7, in consideration payable by the Builder No. 2 to the said owner, in consideration payable by the Developer to the said Builder No. 2 in money and in kind in the form of construction of residential and commercial blocks of 185.87 Sq. Mtrs. out of total F.A.R./F.S.I. in the said Property No. 5 & 7 (said Blocks) to the said owner as mentioned in the said Assignment of Developments Rights Deed.

- (kk) Except the aforesaid residential and commercial blocks, the said owner being Mr. Maruti Manaji Bhangre have also agreed to consequentially assign, transfer and otherwise, convey all his rights, title, interest and claims relating to or in respect of the Property No. 5 and 7 to the ultimate purchasers of the units in the building being constructed on the said Property by and as may be directed by the said Developer.

6. CEILING ACT :-

Since the said Property was within the preview of the Urban Land (Ceiling and Regulation) Act, 1976. But since the said Act has been repealed, no provisions therefore applicable to this property.

7. **ZONE:-**

In the Revised Development Plan of the Pune Municipal Corporation, A-1 vide Zone Certificate No. DPO/Zone/2008/475 dated 28/11/2008; the Property bearing Survey No. 65 situated at Village Hadapsar is in residential zone and affected by 16 and 24 meter wide D.P. Road.

OPINION:-

On the basis of the perusal of the documents, search taken and information given to me, as herein before mentioned, I am of the opinion that,

- (a) the said Property (described in Para 1 above) is owned by M/s. **DYNAMIC REALTY VENTURES** through its Proprietor, Mr. **Rajeev Shivnath Sonkar**, and Mr. **Manuti Manoj Bhangire**;
- (b) the said Property is free from encumbrances and is marketable;
- (c) the said Owner/Developer, by virtue of the Sale Deeds and Development Rights Assignment Deed as mentioned above, is entitled to develop the said Property, by constructing a new buildings comprising of independent blocks for residence and commercial purpose commonly known as "Ownership Scheme", subject to terms mentioned in para (5ii) above;
- (d) the said Owner/Developer, subject to reservations as mentioned in para (5ii) above, is entitled to construct the new buildings on the said Property, comprising of independent blocks, and sell the same to any desiring purchasers.

Amrutlal J. Shah
Advocate

Note :- The documents referred to above are returned herewith to the said Developer/Owner and filed is closed.

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