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(FORMAT -A)
 (Circular No. 28/2021)

To,
 MahaRERA

FLOW OF THE TITLE OF THE SAID LAND.

- 1) Property Registration Card issued by City Survey Officer No. 2, dated 05/08/2021, mutation entry No. 1775.
- 2) Mutation Entry Nos. 1920, 1991, 2063, 2064, 2065, 2066, 2139, 2197, 5252, mentioned and recorded in the 7/12 extract and mutation entry No.1357, 1775 mentioned in PRC.

That, from the mutation entry No. 1920 it observed that, the Land bearing Survey No. 242 totally admeasuring 3 Acre 38 Guntha (including 31 Pot-kharaba) of village Yewada, Taluka Pune City District Pune was purchased by Mr. Chandmal Punamchand Kothari and Mr. Uttamchand Ratikiran Kothari by way of registered sale deed dated 13/11/1963 from Mr. Dhanappa Bhimaji, Khemabai Bhimaji and Laxman Sarvaji Gondhale and by virtue of the said sale deed name of those purchasers were recorded in the owner and occupier column of the 7/12 extract of Survey No. 242 and since then the land was in actual and physical possession of those purchasers being lawful owner thereto. However, the copy of the said sale deed was not available for my perusal. However, as per the provisions of Section 157 of Maharashtra Land Revenue Code, 1966 an entry in the record of rights, and a certified entry in the register of mutations shall be presumed to be true until the contrary is proved or a new entry is lawfully substituted therefore and therefore it observed that, the said

land bearing number 242 was jointly owned by Mr. Chandmal Punamchand Kothari and Mr. Uttamchand Ratikiran Kothari by the said sale deed.

That, mutation entry No. 1991 was available for my perusal. However, copy of that mutation entry was in torn condition, however, whatever readable from the said copy it reflects that, the erstwhile owner namely Mr. Dhanappa Bhimaji Gondhale, Khemabai Bhimaji Gondhale and Laxman Sarvaji Gondhale repaid the mortgage amount of Rs. 12,000/- to Naval Dadabhai Bharucha on 05/04/1965 and hence the name of said mortgagee recorded in other right column was deleted from the 7/12 extract.

That, after perusing Mutation entry No. 2063, it observed that, on 18/10/1966 those owners Mr. Chandmal Punamchand Kothari and Mr. Uttamchand Ratikiran Kothari sold and transferred an area admeasuring about 20Guntha out of the Said Survey No. 242 to Mr. Chaganlal Lalchand. In the said mutation it has clearly mentioned that the subject area of said sale deed is situated towards the Southern side of said survey number.

That, after perusing Mutation entry No. 2064, it further observed that, on 18/10/1966 those owners, Mr. Chandmal Punamchand Kothari and Mr. Uttamchand Ratikiran Kothari further sold and conveyed an area admeasuring about 21840 Sq. Ft. i.e. 20 Guntha situated at Southern side of the land bearing Survey No. 242 to Mr. Punamchand Kakriya.

That, after perusing Mutation entry No. 2065 it observed that, those owners on 18/08/1966 Mr. Chandmal Punamchand Kothari and Mr. Uttamchand Ratikiran Kothari sold and conveyed an area admeasuring about 20 Guntha of land out of the said land bearing No. 242 to Patasadevi Gyaniram Agarwal and Surajbhan Umravsingh Agarwal.

And as such by those three sale deeds referred herein above those owners sold and transferred totally land admeasuring about 60 Guntha i.e. 1Acre 20Guntha out of the said Survey No. 242 totally admeasuring about 3Acre 38Guntha to the aforesaid purchasers and therefore by virtue of those transfer the 7/12 extract of the land bearing S.No. 242 got divided in the following manner and each owner's name was recorded in the respective land's 7/12 extract as follows:-

Survey No.	Area	Owner Name
242/1	02Acre 18Gunthe (including Pot Kharaba 16Gunthe)	Mr. Chandmal Punamchand Kothari and Mr. Uttamchand Ratikiran Kothari
242/2	20Gunthe (including Pot Kharaba 05Guntha)	Mrs. Patasadevi Gyaniram Agarwal and Mr. Surajbhan Umravsingh Agarwal
242/3	20Gunthe (including Pot Kharaba 05Guntha)	Mr. Chaganlal Lalchand.
242/4	20Gunthe (including Pot Kharaba 05Guntha)	Mr. Punamchand Veerdichand Kakriya

That, by a partition deed dated 30th November 1967 said Mr. Chandmal Punamchand Kothari and Mr. Uttamchand Ratikiran Kothari partitioned the land bearing numbers 242/1, 154/1B/1, 154/1B/2 and 154/1B/3 amongst themselves and as per the said partition deed which was registered in the office of Sub Registrar Haveli No. II at Sr. No. 2521/1967 the land bearing Survey No. 242/1 totally admeasuring about 02Acre 18Gunthe situated at Village Yerwada, Pune came to the share of Mr. Chandmal Punamchand Kothari as a exclusive owner thereof and by virtue of the same mutation entry No. 2066 came to be passed and name of said Chandmal Punamchand Kothari was recorded in the owner and occupier column of the 7/12 extract of the land bearing Survey No. 242/1 totally admeasuring 2Acre 18Gunthe and since then the said survey number was in the exclusive possession of said Chandmal Punamchand Kothari as a exclusive owner thereof.

That, by way of Gift Deed dated 10/02/1972 which was registered in the office of Sub Registrar Haveli No. II at Sr.No. 369/1972 the owner namely Mr. Chandmal Punamchand Kothari gifted an area admeasuring about 2 Acre 08 Guntha to Mrs. Prema Sheshmal Kothari and by virtue of said Gift deed mutation entry No. 2197 came to be passed and the 7/12 extract of S. No. 242/1 was divided into two parts/Hissa such as 242/1A and 242/1B and name of Mrs. Prema Sheshmal Kothari was recorded in the 7/12 extract of Survey No. 242/1B totally admeasuring about 02Acre 08Guntha as a lawful owner thereof.

That, by a Development Agreement dated 23/08/2007 Mrs. Prema Sheshmal Kothari conferred the development rights of the land bearing Survey No. 242/1B totally admeasuring about 02Acre 08Gunthe to and in favour of Mr. Nitin Madhukar Rathi and in pursuance of the said development agreement Mrs. Prema Sheshmal Kothari also executed a Power of Attorney dated 23/08/2007 and appointed thereby Mr. Nitin Madhukar Rathi as her lawful constituted power of attorney holder for the purpose of the development of the land bearing Survey No. 242/1B and authorised the developer Mr. Nitin Madhukar Rathi (in short 'Said Developer') to deal with the Said Land in any lawful manner and the said development agreement and the Power of Attorney were registered in the office of Sub-Registrar Haveli No. I at Sr. No. 6564/2007 and 6565/2007 respectively.

That, by a mortgage deed dated 16/01/2010 the Said Developer Mr. Nitin Madhukar Rathi mortgaged the land with Mahesh Sahakari Bank Ltd. Pune Branch for an amount of Rs. 3,00,00,000/- and the same was registered in the office of Sub Registrar Haveli No. XI at Sr. No. 629/2010 and by virtue of said mortgage deed mutation entry No. 5252 came to be passed and charge of the said bank was recorded in the other right column of the 7/12 extract of the Said Land.

That, Said Developer Mr. Nitin Madhukar Rathi repaid the entire loan amount along with interest accrued thereto to the said Mahesh Sahakari Bank Ltd. Pune Branch and accordingly the said mortgagee bank issued its No dues certificate and also executed reconveyance deed of the said mortgage by a deed dated 5/12/2018, which is registered in the office of Sub Registrar Haveli No. II at Sr. No. 10056/2018 and thus the charge of the Said Bank is cleared by the Said Developer. Thus the said entire land became free from the said encumbrance of Mahesh Sahakari Bank Ltd. However, entry of the said mortgagee bank is still recorded in the Property Registration Card and the same is required to be deleted in view of said reconveyance deed of Mortgage dated 5/12/2018.

That, from the mutation entry No. 1357 recorded in the Property Registration Card, it observed that, as per the order of Tahasildar of Pune City bearing No. Hakk Nondani/Kavi/483/20558 dated 9/5/2018 the 7/12 extract of the land

bearing No. 242/1B was closed and a new property registration card opened for the said land and numbered as City Survey no. 2761/2 totally admeasuring about 8903.11Sq.Meter and name of Mrs. Prema Sheshmal Kothari is recorded thereto as a owner and occupier thereof.

That, by a mortgage deed dated 21/12/2019, one NG Rathi Associates through its Partner Mr. Nitin Madhukar Rathi and Mr. Girish Madhukar Rathi (for self and as a partner) along with Mr. Ramesh N. Satav and others through their constituted power of attorney holder Nitin Madhukar Rathi and Prema Sheshmal Kothari through Mr. Nitin Madhukar Rathi mortgaged the Land bearing S.No. 242/1B of village Yerwada and the housing project named as 'Blossom' being implemented on the land Gat No 1069/1070/Plot No. 1 with Prachay Capital Pvt. Ltd., Pune for a loan amount of Rs.1,35,00,000/- advanced by the said mortgagee on the terms and conditions which are mentioned therein more particularly and the same is registered in the office of Sub Registrar Haveli No. I at Sr. No. 9450/2019 on 23/12/2019.

That, by a deed of mortgage dated 29/07/2020, one M/s. Dreams Enterprises, a partnership firm through its partner Mr. Girish Madhukar Rathi, M/s. NG Rathi Associates through its partner Mr. Nitin Madhukar Rathi, M/s. NG Rathi Enterprises through its proprietor Mr. Girish Madhukar Rathi, Mrs. Sonali Girish Rathi, which consented by Tanhubai Rambhau Jarande and others mortgaged the Land bearing S.No. 242/1B of village Yerwada along with other lands/properties as mentioned therein more particularly with Prachay Capital Pvt. Ltd., Pune for a loan amount of Rs. 2,10,00,000/- advanced by the said mortgagee on the terms and conditions which are mentioned therein more particularly and the same is registered in the office of Sub Registrar Haveli No. I at Sr. No. 3307/2020 on 05/08/2020.

That, by a deed of mortgage dated 04/11/2020, Mr. Girish Madhukar Rathi, along with Mr. Ramesh N. Satav, M/s. NG Rathi Enterprises through its Proprietor Mr. Girish Madhukar Rathi, Mr. Nitin Madhukar Rathi, M/s. NG Rathi Associates through its partner Mr. Nitin Madhukar Rathi, M/s. Dreams Enterprises through its Partner Mr. Girish Madhukar Rathi, which consented by respective land owners of those pieces and parcels of land as mentioned

therein more particularly, mortgaged the the Land bearing S.No. 242/1B of village Yerwada along with other lands/properties as mentioned therein more particularly with Prachay Capital Pvt. Ltd., Pune for a loan amount of Rs. 80,00,000/- advanced by the said mortgagee on the terms and conditions mentioned therein more particularly and the same is registered in the office of Sub Registrar Haveli No. I at Sr. No. 6084/2020 on the 06/11/2020.

That, by another deed of mortgage dated 12/11/2020, the Mr. Girish Madhukar Rathi and others mortgaged their respective land/property including the said S.No. 242/1B of village Yerwada with Prachay Capital Pvt. Ltd., Pune for a loan amount of Rs. 2,10,00,000/- advanced by the said mortgagee to those mortgagors on the terms and conditions mentioned therein more particularly and the same is registered in the office of Sub Registrar Haveli No. I at Sr. No. 6531/2020 on the 23/11/2020.

That, by a deed of further charge dated 11/01/2021, Mr. Girish Madhukar Rathi the Proprietor of M/s NG Rathi Enterprises, Mr. Nitin Madhukar Rathi and others mortgaged their respective land/property including the said S.No. 242/1B of village Yerwada with Prachay Capital Pvt. Ltd., Pune for a loan amount of Rs. 2,10,00,000/- advanced by the said mortgagee to those mortgagors on the terms and conditions mentioned therein more particularly and the same is registered in the office of Sub Registrar Haveli No. II at Sr. No. 816/2021 on the 12/01/2021.

That, by a deed of mortgage dated 17/02/2021, the NG Rathi Properties LLP through its partner Mr. Nitin Madhukar Rathi and other owners/developers mortgaged the Said S.No. 242/1B of village Yerwada, along with their respective lands/properties with Prachay Capital Pvt. Ltd., Pune for a loan amount of Rs. 1,60,00,000/- advanced by the mortgagee to those mortgagors and the same was registered in the office of Sub Registrar Haveli No. I at Sr. No. 2358/2021 on the 26/02/2021.

That, by a deed of mortgage/ further charge deed dated 26/03/2021, M/s. NG Rathi Enterprises through its proprietor Mr. Girish Madhukar Rathi, and others mortgaged their respective lands/apartments/project along with the land Survey No. 242/1B Yerwada, with Prachay Capital Pvt. Ltd., Pune for a loan amount of

Rs. 2,10,00,000/- advanced by the said mortgagee to those mortgagors on the terms and conditions mentioned therein more particularly and the same is registered in the office of Sub Registrar Haveli No. I at Sr. No. 6679/2021 on the 04/06/2021.

That, by a deed of mortgage dated 09/09/2021, M/s. NG Rathi Promoters through its partner Mr. Girish Madhukar Rathi, and other land owners and developers mortgaged their respective lands/properties along with the said land admeasuring about 2465Sq.Meter bearing CTS No 2761/2 (Survey No. 242/1B) Yerwada and others properties, with Prachay Capital Pvt. Ltd., Pune for a loan amount of Rs. 4,20,00,000/- advanced by the said mortgagee to those mortgagors on the terms and conditions mentioned therein more particularly and the same is registered in the office of Sub Registrar Haveli No. IV at Sr. No. 11777 on 17/09/2021.

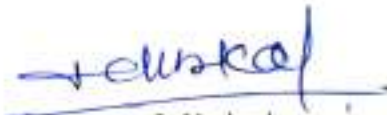
From the above referred mortgaged deeds/further charge it clearly observed that the Said Developer/Promoter i.e. NG Rathi Promoters through its partners Mr. Nitin Madhukar Rathi and Mr. Girish Madhukar Rathi along with the other parties from whom they have taken the properties for development for their different partnership firms, have mortgaged the respective lands, apartments, project etc including the S.No. 242/1B totally admeasuring about 02A.08Guntha, with the said Prachay Capital Pvt. Ltd., Pune for the loan amounts granted by the said mortgagee from time to time and thus the Said Land admeasuring about 2465Sq.Meter bearing CTS No 2761/2 (Survey No. 242/1B) Yerwada, Pune is subject to charge of said Prachay Capital Pvt. Ltd., Pune.

That by a deed of Right of Way dated 18/09/2020 the land owner of Survey No. 268/CTS No 2760 namely Mr. Mahendra Uttamchand Kothari and Mr. Chandrashekhar Uttamchand Kothari granted right of way to pass and re-pass from and through their land as an access/approach the 'Said Land' i.e. S.No. 242/1B to and in favour of Mr. Nitin Madhukar Rathi and every person claiming under them registered in the office of Sub Registrar Haveli No. I at Sr. No. 4594/2020 and thus the said Land has a clear and wide approach road from the eastern side running Public Road.

That by a Sale Deed dated 31/3/2021 the said owner Mrs. Prema Sheshmal Kothari with the consent of Mr. Nitin Madhukar Rath, sold and conveyed an area admeasuring about 2465 Sq. Meters out of the land bearing CTS No. 2761/2 (old S.No. 242/1B) of Village Yerwada, Taluka Pune City, District Pune which is described in the Schedule written herein above to and in favour of NG Rath Promoters, through its Partner Mr. Girish Madhukar Rath, which is registered in the office of Sub Registrar Haveli No. IX at Sr. No. 2370/2021 on 23/04/2021.

That by virtue of said sale deed dated 23/4/2021 mutation entry No. 1775 came to be passed and name of NG Rath Promoters, through its Partner Mr. Girish Madhukar Rath is recorded in the Property Registration Card bearing CTS No. 2761/2 Yerwada.

- 3) Search report for 30 years from 1992 till 2021 taken from online search of the Index II available on the official website of Stamp and Registration department i.e. www.igrmaharashtra.gov.in.
- 4) Any other relevant title :- No.
- 5) Litigations if any :- No.


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