



ANNEXURE A
FLOW OF TITLE

DESCRIPTION OF PROPERTIES:

All those pieces and parcels of lands bearing Sector No. R – 9 admeasuring bearing admeasuring 52.02 Ares equivalent to about 5202 Sq.Mtrs. or thereabouts out of the 88.02 Ares owned by Manjari Housing Projects LLP forming part of lands totally admeasuring 1 Hectare 88 Ares having details as mentioned hereinbelow situated at Village Manjari Khurd, Taluka Haveli, District Pune, within limits of Pune Municipal Corporation:-

SR. NO.	VILLAGE	SURVEY NO.	AREA UNDER R9 (in Ares)	AREA OWNED BY THE OWNER (IN ARES)	TOTAL AREA OF LAND (IN Ares)	REFERRED TO AS
1.	Manjari	159	18.09	27	86	Said Property No. 1
2.		160	33.93	61.02	102	Said Property No. 2
TOTAL			52.02	88.02	188	

hereinafter collectively referred to as the “**said Properties**”. The said Properties forms part of an Integrated Township Project being developed at Village Manjari and Wagholi and has been termed as Sector R - 9 in the sanctioned plan under Letter bearing No. BHA/C.R. No. 920/23-24/Mouza Manjari Khurd/S. No. /G. No. CTS No. 124 and others dated 31 August 2023 issued by Pune Metropolitan Region Development Authority (PMRDA). This Letter has been issued at the specific request of the Manjari Housing Projects LLP who have by their letter dated 20 June 2024 confirmed that the said Sector R – 9 comprises of the said Properties.

I. DOCUMENTS PERUSED:

For the purpose of this report, we have relied upon photocopies of the documents furnished to us and listed in the **Annexure “C”** annexed herewith.

II. BRIEF HISTORY / OBSERVATIONS:



Based on the documents provided to us, the flow of title is as under:

A. Brief History in respect of Gat No. 159

- a. On perusal of Mutation Entry No. 1 dated 16 September 1970 read with consolidation extract, it appears that a scheme of consolidation of holdings was implemented for Village Manjari Khurd, pursuant to which land under survey numbers were consolidated and assigned Gat numbers. Accordingly, land bearing Survey No. 19/6 admeasuring 86 Ares was assigned Gat No. 159 admeasuring 86 Ares i.e. Hereinafter referred to as **"the said Larger Land No.1"** was recorded in the name Tukaram Sakharam Undre in the owners column of 7/12 extract of the said Larger Land No. 1.
- b. By a Sale Deed dated 24 August 1987, registered with the office of Sub Registrar Haveli No. 2, Pune at Serial No. 10757/1987, made and entered into between Tukaram Sakharam Undre as the Vendor therein and Indubai Dnyanoba Bhosale as the Purchaser therein, the Vendor therein sold transferred and conveyed an area admeasuring 27 Ares out of the said Larger Land No. 1, hereinafter referred to as "the said Land No. 1", in favour of the Purchaser therein for the consideration on terms and conditions more particularly stated therein. Accordingly, Mutation Entry No. 1555 dated 17 October 1987, came to be effected and the name of Tukaram Sakharam Undre was deleted and the name of Indubai Dnyanoba was recorded in the owner's column of the 7/12 Extract of the said Larger Land No. 1 with respect to the said Land No. 1.
- c. By a Development Agreement dated 13 April 2007, registered with the Office of Sub -Registrar, Haveli No. 20, Pune, at Serial No. 3675/2007, made and entered into between Indubai Dnyanoba Bhosale referred to as the Owner therein and Kumar Housing and Land Development Limited through its Director Lalitkumar Kesarimal Jain referred to as the Developer therein, the Owner therein granted development rights in respect of the said Land No. 1 in favour of the Developer therein for the consideration and on the terms and conditions stated therein. From the contents of the said Development Agreement dated 13 April 2007, it appears that, though the title of the document is "Development Agreement" but same also appears to be the "Agreement for Sale" in favour of the Developer. On further perusal of the Development Agreement dated 13 April 2007, based on clause 3 payment of total consideration was recorded to be under several postdated cheque. We have not been provided with documents confirming full and final payment of consideration hence unable to comment further.





cheque. We have not been provided with documents confirming full and final payment of consideration hence unable to comment further.

- d. Pursuant to the aforesaid Development Agreement dated 13 April 2007, the Owner therein has also executed a Power of Attorney of the even date, registered with the office of Sub-Registrar, Haveli No. 20, Pune, at Serial No. 3676/2007, thereby appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein including inter alia the power to sell, transfer and convey the said Land No. 1 in favour of the Developer or the nominee or assignee of the Developer.
- e. By a Deed of Conveyance dated 1 September 2012 registered with the Office of Sub-Registrar Haveli No. 15, at Serial No. 7908/2012, executed between Indubai Dnyanoba Bhosale for the said Land No. 1 and Others (for certain other Properties) through their Constituted Attorney Lalitkumar Kesarimal Jain, therein referred to as the Vendors, KUL Developers Private Limited, formerly known as L. K. Developers Private Limited, through its Director Lalitkumar Kesarimal Jain, therein referred to as the Purchaser and Kumar Urban Development Limited formerly known as Kumar Housing and Land Development Limited therein referred to as the Consenting Party, the Vendors therein sold transferred and conveyed the said Land No. 1 in favour of the Purchaser therein for the consideration on terms and conditions more particularly stated therein. The Consenting Party therein, has given their consent to the sale in favour of the Purchaser therein in the manner and for the consideration more particularly stated therein. Accordingly, Mutation Entry No.5295 dated 22 February 2013, came to be effected and the name KUL Developers Private Limited through its Director Lalitkumar Kesarimal Jain was recorded in the owner's column of the 7/12 Extract for the said Land No. 1.
- f. From Mutation Entry No. 5603 dated 02 June 2015, it appears that same is not related to said Land No. 1.
- g. From the Mutation Entry No.5711 dated 11 September 2018, it appears that pursuant to Notification dated 7 May 2016 bearing No. RaBhuA/PfKr. 180/L-1 for tallying the handwritten revenue records and computerized records, the 7/12 extracts of various properties including inter alia, the said Larger Land No. 1 were corrected in terms of Order dated 23 January 2017 passed by the Tehsildar, Pune. We further observe that accordingly, as regards the said Larger Land No. 1, the charge of Martand Vividh Karyakari Society amounting to Rs. 3,00,000/- (Rupees Three Lakhs Only) as well as charge of Martand Vividh Karyakari Society



amounting to Rs. 3,00,000/- (Rupees Three Lakhs Only) created by Jagannath appearing in the other right's column of the 7/12 extract was deleted. Further charges of Martand Vividh Karyakari Society amounting to Rs. 5,00,000/- (Rupees Five Lakhs Only) as well as charge of Martand Vividh Karyakari Society amounting to Rs. 3,65,000/- (Rupees Three Lakhs Sixty Five Thousand Only) were retained in the other rights column of the 7/12 extract in respect of said Land No. 1. The aforesaid deletions are in respect of the balance portion out of said Larger Land No. 1 and not related to said Land No. 1.

- h. On perusal of the 7/12 extracts for the years 2016-2017 issued on 21 March 2019 in respect of the said Land No. 1 it appears that Mutation Entry No. 4611 though mentioned on perusal it appears that the same is not related to Land No. 1 and further that Mutation Entry No. 4309 though mentioned in the record of rights, copy of the same is not provided to us hence unable to comment thereupon.

i. Charges:-

1. Charge creation:-

- a. On perusal of Mutation Entry No. 1225 dated 9 July 1985, it appears that Tukaram Sakham Undre obtained a loan of Rs. 2,200/- (Rupees Two Thousand Two Hundred Only) from Bank of India, Their Branch, by creating a charge on the said Larger Land No. 1. Accordingly, charge of the said Society was recorded in the other rights column of 7/12 extract for the said Larger Land No. 1. This charge appears to be deleted vide Mutation Entry No. 1477 discussed hereunder.
- b. From the Mutation Entry No. 1371 9 October 1986 it appears that Tukaram Sakham Undre availed a loan of Rs. 9,000/- (Rupees Nine Thousand Only) from Bank of India, Their Branch, by creating a charge on the said Larger Land No. 1. Accordingly, charge of the said Society was recorded in the other rights column of 7/12 extract for the said Larger Land No. 1. On perusal of the latest 7/12 extract it appears that this charge is deleted. No mutation entry recording satisfaction of the aforesaid charge is available for our perusal, hence unable to comment thereon.

2. Charge deletion:-

- a. From the Mutation Entry No. 1477 dated 21 May 1987 it appears that pursuant to satisfaction of loan of Rs. 2,200/- (Rupees Two Thousand Two Hundred Only) by Tukaram Sakham Undre, a letter dated 12 May 1987





was issued by the Bank of India, Theur Branch and accordingly the said charge was deleted from the other rights column of the 7/12 Extract of the said Larger Land No. 1.

- b. From the Mutation Entry No. 3406 dated 30 August 2000 it appears that, Indubai Dnyanoba Bhosale availed a loan of Rs. 1,00,000/- (Rupees One Lakh Only) on 30 August 2000 from Suresh Anna Vividh Karyakari Sahakari Society by creating a charge on the said Larger Land No. 1. Accordingly, charge of the said Society was recorded in the other rights column of 7/12 extract for the said Larger Land No. 1.
- c. From the Mutation Entry No.4463 dated 10 October 2007, it appears that, pursuant to the letter dated 27 September 2007 issued by Manjari Khurd Vividh Karyakari Sahakari Society, the charges of the said Society recorded on the share of Indubai Dnyanoba Bhosale were deleted from the revenue records of the various Gat numbers situated in Village Manjari Khurd including the said Larger Land No. 1.
- d. From the Mutation Entry No.4546 dated 29 February 2008, it appears that pursuant to the certificate issued by the Bank of India, Theur, Pune charge of the said bank recorded on the share of Indubai Dnyanoba Bhosale was deleted from the record of rights of the said Land No. 1.
- e. From the Mutation Entry No. 4631 dated 4 May 2009, it appears that, the loan availed by Indubai Dnyanoba Bhosale and Nivrutti Dnyanoba Bhosale from Manjari Khurd Vividh Karyakari Sahakari Society with respect to said Larger Land No. 1 was repaid and accordingly the said charge was order to be deleted. Mutation Entry creating charge is not available for our perusal.

B. Facts pertaining to Property No. 30 [Gat No. 160]:-

- a. On perusal of Mutation Entry No. 1 dated 16 September 1970 read with consolidation extract, it appears that a scheme of consolidation of holdings was implemented for Village Manjari Khurd, pursuant to which land under survey numbers were consolidated and assigned Gat numbers. Accordingly, land bearing Survey No. 20/1 admeasuring 1 Hectare 02 Ares was assigned Gat No. 160 admeasuring 1 Hectare 02 Ares i.e. hereinafter referred to as **"the said Land No. 2"** was recorded in the name of Eknath Keru Kute.



b. From the Mutation Entry No.2396 dated 13 January 1994, it appears that, Eknath Keru Kute died on 2 April 1988, leaving behind the following as his heirs and legal representatives:

- i. Hiranman Eknath Kute (Son)
- ii. Dilip Eknath Kute (Son)
- iii. Vatsalabai Dashrath Shelar (Daughter)
- iv. Anjanabai Eknath Kute (Wife)

Accordingly, the names of aforesaid heirs from No. (i) to (iv) were recorded in the owners' column of the 7/12 Extract for the said Land No. 2.

c. By a Sale Deed dated 10 July 2003, registered with the office of Sub Registrar Haveli No.3, Pune at Serial No. 3060/2003, made and entered into between Hiranman Eknath Kute as the Vendor therein, Jayashree Bharat Jachak as the Purchaser therein and Dilip Eknath Kute as the Consenting Party therein, the Vendor therein sold transferred and conveyed the area admeasuring 11 Ares out of the said Land No. 2 in favour of the Purchaser therein for the consideration on terms and conditions more particularly stated therein. The Consenting Party therein, has given their consent to the sale in favour of the Purchaser therein in the manner more particularly stated therein. Accordingly, Mutation Entry No. 3952 dated 02 August 2003, came to be effected and the names of Jayashree Bharat Jachak was recorded in the owners column of the 7/12 Extract of the said Land No. 2 for the area admeasuring 11 Ares out of the said Land No. 2.

d. By a Development Agreement dated 25 April 2007, registered with the Office of Sub-Registrar, Haveli No.7, Pune, at Serial No.3146/2007, made and entered into between (1) Anjanabai Eknath Kute, (2) Dilip Eknath Kute for himself and as a Karta of HUF, (3) Shobha Dilip Kute, (4) Pravin Dilip Kute, (5) Vishal Dilip Kute, (6) Vatsalabai Dashrath Shelar and (7) Jayashree Bharat Jachak, referred to as the Owners therein and Kumar Housing and Land Development Limited through its Director Lalitkumar Kesarimal Jain referred to as the Developers therein, the Owner therein granted development rights in respect of the area admeasuring 62 Ares out of the said Land No. 2 in favour of the Developers therein for the consideration and on the terms and conditions stated therein. From the contents of the said Development Agreement dated 25 April 2007, it appears that, though the title of the document is "Development Agreement" but same also appears to be the "Agreement for Sale" in favour of the Developer. On further perusal of the





Development Agreement dated 25 April 2007, based on clause 3 payment of total consideration was recorded to be under several postdated cheque. We have not been provided with documents confirming full and final payment of consideration hence unable to comment further. Pursuant to the aforesaid Development Agreements dated 25 April 2007, the Owners therein have also executed a Power of Attorney of the even date, registered with the office of Sub-Registrar, Haveli No.7, Pune, at Serial No.3147/2007, thereby appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein including inter alia the power to sell, transfer and convey the area admeasuring 62 Ares out of the said Land No. 2 in favour of the Developer or the nominee or assignee of the Developer.

- e. Pursuant to the aforesaid Development Agreements dated 25 April 2007, the Owners therein have also executed a Power of Attorney of the even date, registered with the office of Sub-Registrar, Haveli No.7, Pune, at Serial No.3148/2007, thereby appointing Lalitkumar Kesarimal Jain and Kruti Lalitkumar Jain as their attorney to do all the acts, deeds, matter and things as more particularly stated therein including inter alia the power to sell, transfer and convey the area admeasuring 62 Ares out of the said Land No. 2 in favour of the Developer or the nominee or assignee of the Developer.
- f. By a Development Agreement dated 6 June 2007, registered with the Office of Sub-Registrar, Haveli No.9, Pune, at Serial No.4784/2007, made and entered into between (1) Anjanabai Eknath Kute, heirs of a deceased Hiranman Eknath Kute i.e. (2) Yashoda Hiranman Kute, (3) Ravindra Hiranman Kute, (4) Suvarna Ravindra Kute, (5) Aarya Ravindra Kute a minor through her natural guardian father Ravindra Kute, heirs of a deceased Jalindar Hiranman Kute i.e. (6) Prajakta Jalindar Kute a minor through her guardian grandmother Yashoda Hiranman Kute, (7) Namrata Jalindar Kute a minor through her guardian grandmother Yashoda Hiranman Kute, (8) Nayan Jalindar Kute a minor through her guardian grandmother Yashoda Hiranman Kute being the eldest member of their Hindu Undivided Family, (9) Jayashree Bharat Jachak, (10) Malan Suresh Shelawane, (11) Sharada Bharat Borhade and (12) Vatsalabai Dashrath Shelar, referred to as the Owners therein and Kumar Housing and Land Development Limited through its Director Lalitkumar Kesarimal Jain referred to as the Developers therein, the Owner therein granted development rights in respect of the area admeasuring 40 Ares out of the said Land No. 2 in favour of the Developers therein for the consideration and on the terms and conditions stated therein. From the contents of the said Development



Agreement dated 6 June 2007, it appears that, though the title of the document is "Development Agreement" but same also appears to be the "Agreement for Sale" in favour of the Developer. On further perusal of the Development Agreement dated 6 June 2007, based on clause 3 payment of total consideration was recorded to be under several postdated cheque. We have not been provided with documents confirming full and final payment of consideration hence unable to comment further.

- g. Pursuant to the aforesaid Development Agreements dated 6 June 2007, the Owners therein have also executed a Power of Attorney of the even date, registered with the office of Sub-Registrar, Haveli No.9, Pune, at Serial No.4785/2007, thereby appointing the Developer therein as their attorney to do all the acts, deeds, matter and things as more particularly stated therein including inter alia the power to sell, transfer and convey the area admeasuring 40 Ares out of the said Land No. 2 in favour of the Developer or the nominee or assignee of the Developer.
- h. Pursuant to the aforesaid Development Agreements dated 6 June 2007, the Owners therein have also executed a Power of Attorney of the even date, registered with the office of Sub-Registrar, Haveli No.9, Pune, at Serial No.4786/2007, thereby appointing Lalitkumar Kesarimal Jain and Kruti Lalitkumar Jain as their attorney to do all the acts, deeds, matter and things as more particularly stated therein including inter alia the power to sell, transfer and convey the area admeasuring 40 Ares out of the said Land No. 2 in favour of the Developer or the nominee or assignee of the Developer.
- i. By a Confirmation Deed dated 7 July 2007, registered with the Office of Sub-Registrar, Haveli No.9, Pune, at Serial No.5761/2007, made and entered into between Rupali Santosh More (daughter of Dilip Eknath Kute), referred to as the Owner therein and Kumar Housing and Land Development Limited through its Director Lalitkumar Kesarimal Jain referred to as the Developers therein, the Owner therein has confirmed the Development Agreement and two Power of Attorneys all dated 25 April 2007, registered with the Office of Sub-Registrar, Haveli No.7, Pune, at Serial Nos.3146/2007, 3147/2007 and 3148/2007 with respect to area admeasuring 62 Ares out of the said Land No. 2 executed in favour of the Developers therein for the consideration and on the terms and conditions stated therein.





j. By a Deed of Conveyance dated 1 September 2012 registered with the Office of Sub-Registrar Haveli No. 15, at Serial No. 7908/2012, executed between (1) Anjanabai Eknath Kute, (2) Dilip Eknath Kute for himself and as a Karta of HUF, (3) Shobha Dilip Kute, (4) Pravin Dilip Kute, (5) Vishal Dilip Kute, (6) Vatsalabai Dashrath Shelar, (7) Jayashree Bharat Jachak, heirs of a deceased Hiranman Eknath Kute i.e. (8) Yashoda Hiranman Kute, (9) Ravindra Hiranman Kute, (10) Suvarna Ravindra Kute, (11) Aarya Ravindra Kute a minor through her natural guardian father Ravindra Kute, heirs of a deceased Jalindar Hiranman Kute i.e. (12) Prajakta Jalindar Kute a minor through her guardian grandmother Yashoda Hiranman Kute, (13) Namrata Jalindar Kute a minor through her guardian grandmother Yashoda Hiranman Kute, (14) Nayan Jalindar Kute a minor through his guardian grandmother Yashoda Hiranman Kute, (15) Jayashree Bharat Jachak, (16) Malan Suresh Shelawane, (17) Sharada Bharat Borhade and (18) Vatsalabai Dashrath Shelar, for the said Land No. 2 and Others (for certain other Properties) through their Constituted Attorney Lalitkumar Kesarimal Jain, therein referred to as the Vendors, KUL Developers Private Limited, formerly known as L. K. Developers Private Limited, through its Director Lalitkumar Kesarimal Jain, therein referred to as the Purchaser and Kumar Urban Development Limited formerly known as Kumar Housing and Land Development Limited therein referred to as the Consenting Party, the Vendors therein sold transferred and conveyed the said Land No. 2 in favour of the Purchaser therein for the consideration on terms and conditions more particularly stated therein. The Consenting Party therein, has given their consent to the sale in favour of the Purchaser therein in the manner and for the consideration more particularly stated therein. Accordingly, Mutation Entry No.5295 dated 22 February 2013, came to be effected and the name KUL Developers Private Limited through its Director Lalitkumar Kesarimal Jain was recorded in the owner's column of the 7/12 Extract for the said Land No. 2. We observe that, Rupali Santosh More was not made party to the aforesaid Deed of Conveyance dated 1 September 2012.

k. Charges:-

1. Charge creation:-

- a. From the Mutation Entry No. 3277, it appears that Hiranman Eknath Kute obtained a loan of Rs. 1,00,000/- (Rupees One Lakh Only) on 10 November 1999 from Sudam Vividh Karyakari Sahakari Society. Accordingly, charge of said Society is recorded in favour of Sudam Vividh Karyakari Sahakari Society in the other rights column of 7/12 extract for the said Land No. 2.



This charge appears to be deleted vide Mutation Entry No. 4573 discussed hereunder.

- b. From Mutation Entry No. 3793 dated 28 August 2002, it appears that Hiran Eknath Kute obtained a loan of Rs. 2,00,000/- (Rupees Two Lakh Only) on 28 September 2002, from Sudam Vividh Karyakari Sahakari Society, Manjari Khurd, by creating a charge on the said Land No. 2. Accordingly, charge of the said Society was recorded in the other rights column of 7/12 extract for the said Land No. 2. This charge appears to be deleted vide Mutation Entry No. 4573 discussed hereunder.
- c. From the Mutation Entry No. 3952 dated 2 July 2003, it appears that, Dilip Eknath Kute availed a loan (Amount not mentioned in the Mutation Entry) on 25 June 2003 from Sudam Vividh Karyakari Sahakari Society. Accordingly, charge of the said Society appears to be recorded in the other rights column of the said Land No. 2. This charge appears to be deleted vide Mutation Entry No. 4573 discussed hereunder.

2. Charge deletion:-

From the Mutation Entry No.4573 dated 2 September 2008, it appears that, pursuant to the certificate issued by the Sudam Vividh Karyakari Sahakari Society, Manjari Khurd, charge of the said Society was deleted from the other rights column of the 7/12 Extract of the said Land No. 2.

C. COMMON HISTORY FOR SAID LANDS

- a. From Fresh Certificate of Incorporation Consequent on Change of Name dated 21 May 2018 issued by the Assistant Registrar of Companies, Pune, Ministry of Corporate Affairs, it appears that the name of Kul Developers Private Limited was changed to Ashdan Developers Private Limited. Pursuant thereto Mutation Entry No. 6003 dated 14 September 2018 came to be effected and the name of Ashdan Developers Private Limited was recorded as owner of the said Land No. 1 and said Land No. 2 in the 7/12 extracts for the said Larger Land No.1 and said Land No. 2.
- b. By and under the Deed of Conveyance dated 1 February 2019 registered with the office of Sub-Registrar Haveli No. 11 at Sr. No. 9001/2019 ("**said Deed of Conveyance**") Ashdan Developers Private Limited therein referred to as the Vendors and Manjari Housing Projects LLP (formerly known as Godrej Avamark LLP) therein referred to as the Purchaser, the Vendor sold transferred and

