

P. M. KHIRE

B.Sc.(Hons.) LL.B.
Advocate

"SAKET"

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Date : 27.05.2017

TITLE OPINION

To,

Amit Enterprises Housing Ltd.,

Amit House, 1902, Sadashiv Peth,

8ajirao Road, Pune 411 030.

Sub. : Title Opinion in respect of the property bearing
S.Nos.56/1A, 56/18, 56/2(part), 56/3A, 56/38, 56/4,
E32/3/4, 62/58, 62/68, 62/7/1, 62/8, 63/2/1(part), 63/2/3,
E33/2/4(part), 63/2/5, 63/3, 63/4, 63/4/1, 63/5/1, 63/5/2,
€33/6, 63/6/1(part), 63/10A, 63/108, 63/11, 63/12, 63/13,
E33/14A, 63/148, 63/148/1, 63/15A and 63/158, Mouje
Ambegaon (8udruk), Tal. Haveli, Dist. Pune.

Sirs,

I have investigated title to the captioned property and I have to
state in my opinion as under: -

1. LIST OF DOCUMENTS GIVEN FOR MY PERUSAL :

A] S.NO.56/1A, 56/18, 56/2(PART), 56/3A, 56/38 AND 56/4 :

- i. Copies of 7/12 record from 1953 to till 2015-16.
- ii. Copies of Mutation Entries.
- iii. Copy of the Sale Deed dated 31.03.1999, registered at Serial No.2632/1999.
- iv. Copy of the Partition Deed dated 28.05.2004, registered at Serial No.3273/2004 made in 8humkar Family.



- v. Copy of the Release Deed by Sou. Thakubai Narayan Benkar, Sou. Savitribai Chandrakant Borate and Sou. Sonabai Sopan Kudale dated 10.04.2007, registered at Serial No.3510/2007.
- vi. Copy of the Release Deed by Sou. Muktabai Kisan Shinde and Smt. Tarabai Mhasku Bhumkar dated 10.04.2007, registered at Serial No. 3509/2007.
- vii. Copy of 1st Development Agreement dated 06.07.2007, registered at Haveli No.20 at Serial No.6367/2007.
- viii. Copy of the Power of Attorney dated 06.07.2007, registered at Haveli No.20 at Serial No.6368/2007.
- ix. Copy of the Affidavit cum Indemnity Bond dt.08.09.2007.
- x. Copy of Demarcation Plan.
- xi. Copy of the Zone Certificate dated 09.10.2006.
- xii. Public Notice dated 05.05.2007 published in Daily Prabhat of S.Nos.56/2, 56/3A, 56/4, 56/3B, 56/1B.
- xiii. Public Notice dated 04.06.2007 published in Daily Prabhat of S.Nos.56/2, 56/4.
- xiv. Copy of Corrigendum published in Daily Prabhat on 11.08.2007
- xv. Copies of Search Reports dated 30.07.2007, 30.04.2009, 27.04.2010, 14.01.2012 and 07.07. 2014, 27.12.2016.
- xvi. Copies of Title Opinions dated 30.04.2009, 30.04.2010, 10.08.2010, 20.02.2012, 14.08.2014 and 19.10.2015.

B) S.NOS.62/3/4, 62/58, 62/68, 62/7/1 AND 62/8 :

- i. Copies of 7/12 record, except for the period 2007-2010 till 2015-16.
- ii. Copies of Mutation Entries.
- iii. Copy of the Sale Deed dated 18.06.2002 by Shri Dinkar Balwant Beldare and others in favour of Shri Bajirao Sakharam Beldare and others in respect of S.No.62/6B, registered at the Office of the Sub Registrar Haveli- 9 at Sr. No.3331/2002.
- iv. Copy of the Development Agreement dated 05.09.2006 by Smt. Tarabai Pandurang Beldare and others in favour of M/s Amit



- Enterprises in respect of S.Nos.62/4 and 62/58, registered at the Office of the Sub Registrar Haveli – 20 at Sr. No.7364/2006.
- v. Copy of General Power of Attorney dated 05.09.2006 by Smt. Tarabai Pandurang 8eldare and others in favour of M/s Amit Enterprises in respect of S. Nos. 62/4 and 62/58, registered at the Office of the Sub Registrar Haveli–20 at Sr. No. 4/7365/2006.
- vi. Copy of the Development Agreement dated 18.10.2006 by Shri Rambhau Sahadu and others in favour M/s of Amit Enterprises in respect of S. No. 62/7/1, registered at the Office of the Sub Registrar Haveli – 20 at Sr. No. 7844/2006.
- vii. Copy of the General Power of Attorney dated 18.10.2006 by Shri Rambhau Sahadu and others in favour of M/s Amit Enterprises in respect of S. No. 62/7/1, registered at the Office of the Sub Registrar Haveli – 20 at Sr. No. 4/7845/2006.
- viii. Copy of the Development Agreement dated 20.10.2006 by Shri 8ajirao Sakharam 8eldare and others in favour of M/s Amit Enterprises in respect of S. No. 62/68, registered at the Office of the Sub Registrar Haveli – 20 at Sr. No. 7959/2006.
- ix. Copy of the General Power of Attorney dated 20.10.2006 by Shri 8ajirao Sakharam 8eldare and others in favour of M/s Amit Enterprises in respect of S. No. 62/68, registered at the Office of the Sub Registrar Haveli – 20 at Sr. No. 4/7960/2006.
- x. Copy of the Development Agreement dated 20.10.2006 by Shri Dinkar 8alwant 8eldare and others in favour of M/s Amit Enterprises in respect of S. Nos. 62/68 and 62/8, registered at the Office of the Sub Registrar Haveli- 20 at Sr. No. 7961/2006.
- xi. Copy of the General Power of Attorney dated 20.10.2006 by Shri Dinkar 8alwant 8eldare and others in favour of M/s Amit Enterprises in respect of S. Nos. 62/68 and 62/8, registered at the Office of the Sub Registrar Haveli–20 at Sr. No. 4/7962/2006.
- xii. Copy of the Development Agreement dated 24.11.2006 by Shri Sambhaji Tukaram 8eldare and others
- in favour of M/s Amit



Enterprises in respect of S. No. 62/3/4, registered at the Office of the Sub Registrar Haveli – 20 at Sr. No. 8980/2006.

- xiii. Copy of the General Power of Attorney dated 24.11.2006 by Shri Sambhaji Tukaram Beldare and others in favour of M/s Amit Enterprises in respect of S. No. 62/3/4, registered at the Office of the Sub Registrar Haveli – 20 at Sr. No. 4/8981/2006.
- xiv. Copy of Sale Deed dated 8.10.2008 by heirs of Narayan Dinkar Beldare i.e. Smt. Alka Narayan Beldare (for self and as legal guardian of minor children – Preetam & Pranav) in favour of Shri Kishor Govind Pate in respect of S.Nos.62/68 and 62/8 registered at the Office of the Sub-Registrar Haveli–9 at Serial No.7654/2008.
- xv. Copy of Demarcation Plan
- xvi. Copy of the Zone Certificate dated 22.09.2008.
- xvii. Public Notice dated 11.07.2006 published in Daily Prabhat of S.Nos.62/58, 62/68, 62/7/1 and 62/8.
- xviii. Public Notice dated 08.11.2006 published in Daily Prabhat of S.No.62/3/4.
- xix. Objection received from Advocate Jagtap on 13.07.2006.
- xx. Copy of the Search Reports dated 12.07.2007, 30.04.2009, 27.04.2010, 14.01.2012 and 07.07.2014.
- xxi. Copies of Title Opinions dt.13.5.2009, 30.4.2010, 10.8.2010, 20.02.2012, 14.08.2014 and 19.10.2015.

C] S.N05.6:3/2/1 (part), 63/2/3, 63/2/4 (part), 63/2/5, 63/3, 63/4, 63/4/1, 63/5/1, 63/5/2, 63/6, 63/6/1 (part), 63/10A, 63/108, 63/11, 63/12, 63/13, 63/14A, 63/148, 63/148/1, 63/15A AND 63/158:

- i. Copies of 7/12 record except for the period 2007 to 2010 till 2015-2016.
- ii. Copies of Mutation Entries.
- iii. Copy of Development Agreement dt.24.08.2006 by Shri Dinkar Bhau Wasvand and others in favour of M/s. Amit Enterprises in respect of S.Nos.63/6, 63/8, 63/9A, 108, 63/11, 63/12, 63/13,



- 63/14A, 63/148/1 and 63/15A, registered at the Office of the Sub Registrar Haveli No.XX at Sr. No. 6295/2006.
- iv. Copy of Power of Attorney dated 24.08.2006 by Shri. Dinkar 8hau Wasvand and others in favour of M/s Amit Enterprises, registered at the office of the Sub Registrar Haveli No.XX at Sr. No. 6296/2006.
- v. Copy of Release Deed dt.29.08.2006 by Sou. Indubai Genba Ranvade and Sou. Jayashree Murlidhar Walhekar in favour of Sou. Malubai Dinkar Shinde in respect of S.Nos.63/6, 63/9A, 63/12, 63/14A, 63/148/1, 63/15, registered at the office of Sub Registrar Haveli No.XX at Sr. No. 6399/2006.
- vi. Copy of Development Agreement dt.29.08.2006 by Smt. Malubai Dinkar Shinde and others in favour of M/s Amit Enterprises in respect of S.No.63/148 and 63/158, registered at the office of the Sub Registrar Haveli No.XX at Sr.No.6402/2006.
- vii. Copy of Power of Attorney dated 29.08.2006 by Smt. Malubai Dinkar Shinde and others in favour of M/s Amit Enterprises, registered at the office of the Sub Registrar Haveli No.XX at Sr. No. 6403 /2006.
- viii. Copy of Development Agreement dt.02.09.2006 by Shri. Anant Sakharam Wasvand and others in favour of M/s Amit Enterprises in respect of S.No.63/5/1, registered at the office of Sub Registrar Haveli No.XX at Sr. No.6532 /2006.
- ix. Copy of Power of Attorney dated 02.09.2006 by Shri. Anant Sakharam Wasvand and others in favour of M/s Amit Enterprises in respect of S.No.63/5/1, registered at the office of Sub Registrar Haveli No.XX at Sr. No.6533 /2006.
- x. Copy of Development Agreement dt.04.09.2006 by Smt. Parubai Shankar Wasvand and others in favour of M/s Amit Enterprises in respect of S.No.63/4, registered at the office of Sub Registrar Haveli No.XX at Sr. No.6557/2006
- Shankar Wasvand and others in favour of M/s Amit Enterprises
- xi. Copy of Power of Attorney dated 04.09.2006 by Smt. Parubai



- in respect of S.No.63/4, registered at the office of Sub Registrar Haveli No.XX at Sr. No.6558 /2006.
- xii. Copy of Development Agreement dt.04.08.2006 by Shri. Aba Bapu Wasvand and others in favour of M/s Amit Enterprises in respect of S.No.63/4/1, registered at the office of Sub Registrar Haveli No.XX at Sr. No. 6579 /2006.
- xiii. Copy of Power of Attorney dated 04.09.2006 by Shri. Aba Bapu Wasvand and others in favour of M/s Amit Enterprises in respect of S.No.63/4/1, registered at the office of Sub Registrar Haveli No.XX at Sr.No.6580 /2006.
- xiv. Copy of Development Agreement dt.04.08.2006 by Shri. Bapusahab Tukaram Wasvand and others in favour of M/s Amit Enterprises in respect of S.No.63/6/1, registered at the office of Sub Registrar Haveli No.XX at Sr. No.6581/2006.
- xv. Copy of Power of Attorney dated 04.09.2006 by Shri. Bapusahab Tukaram Wasvand and others in favour of M/s Amit Enterprises in respect of S.No.63/6/1, registered at the office of Sub Registrar Haveli No.XX at Sr. No.6582 /2006.
- xvi. Copy of Development Agreement dt.08.09.2006 by Shri. Kerba Bhikaji Wasvand and others in favour of M/s Amit Enterprises in respect of S.No.63/3, registered at the office of the Sub Registrar Haveli No.XX at Sr. No. 6737 /2006.
- xvii. Copy of Power of Attorney dated 08.09.2006 by Baby Hiranman Wasvand and others in favour of M/s Amit Enterprises, registered at the office of the Sub Registrar Haveli No.XX at Sr. No.6738/2006.
- xviii. Copy of Development Agreement dt.18.09.2006 by Smt. Shantabai Vithoba Wasvand and others in favour of M/s Amit Enterprises in respect of S.Nos.63/2/1, 63/2/3, 63/2/4, 63/2/5, 63/5/2, registered at the office of the Sub Registrar Haveli No.XX at Sr.No.6910/2006.
- xix. Copy of Power of Attorney dated 18.09.2006 by Smt. Shantabai Vithoba Wasvand and others in favour of M/s Amit Enterprises,



registered at the office of the Sub Registrar Haveli No.XX at Sr.No.6911/2006.

- xx. Copy of Development Agreement dt.19.09. 2006 by Shri Suresh Saba Wasvand and others in favour of M/s Amit Enterprises in respect of S.No.63/2/4, registered at the Office of the Sub Registrar Haveli No.XX at Sr.No.6917/2006.
- xxi. Copy of Power of Attorney dated 19.09.2006 by Shri. Suresh Saba Wasvand and others in favour of M/s Amit Enterprises, registered at the office of the Sub Registrar Haveli No.XX at Sr. No.6918/2006.
- xxii. Copy of Supplementary Agreement dt.21.12.2006 by Shri. Dattatray Dnyanoba Wasvand in favour of M/s Amit Enterprises in respect of S.Nos.63/2/1, 63/2/3, 63/2/4, 63/2/5, 63/5/2, registered at the office of the Sub Registrar Haveli No.XX at Sr.No.10006 /2006.
- xxiii. Copy of Power of Attorney dt. 21.12.2006.
- xxiv. Copy of Sale Deed dated 2.5.2008 by Shri Dinkar Bhau Wasvand and others in favour of M/s Amit Enterprises Housing Ltd., registered at the office of Sub Registrar Haveli-IV at Sr.No.4496/2008.
- xxv. Copy of Sale Deed dated 12.09.2008 by Smt. Malubai Dinkar Shinde and others in favour of M/s Amit Enterprises Housing Ltd., registered at the office of Sub Registrar Haveli-IX at Sr.No.71Ei4/2008.
- xxvi. Copy of Sale Deed dated 12.09.2008 by M/s Amit Enterprises Housing Ltd., in favour of Bhau Dinkar Shinde and others, registered at the office of Sub Registrar Haveli-IX at Sr.No.7165/2008.
- xxvii. Copy of Agreement of Assignment dated 02.05.2008 by M/s Amit Enterprises Housing Ltd. in favour of Shri. Aba Bapu Wasvand, registered at the office of Sub Registrar Haveli-IV at Sr.No.4497/2008.
- xxviii. Copy of Release Deed dated 03.04.2012 by Sou. **Rajana Rajaram Kurhade** in favour of Shri Shivaji Narayan

Pinjan,



registered at the office of Sub-Registrar Haveli-17 at Serial No. 3527/2012.

xxix. Copy of Sale Deed dated 27.04.2012 by Shri. Bhau Dinkar Shinde and others in favour of M/s Amit Enterprises Housing Ltd., registered at the Office of Sub Registrar Haveli-4 at Serial No. 4214/2012.

xxx. Copy of Confirmation Deed dt.29.1.2009.

xxxi. Copy of Demarcation Plan.

xxxii. Copy of Zone Certificate dated 18.08.2006.

xxxiii. Public Notice dt.11.07.2006 published in Daily Prabhat in respect of S.No.63/3, 63/4, 63/4/1, 63/5/1, 63/6, 63/10A, 63/6/1, 63/11,63/12,63/13, 63/14A, 63/15A, 63/148 and 63/158.

xxxiv. Public Notice dated 08.08.2006 published in Daily Prabhat in respect of S.No.63/14B/1, 63/2/1, 63/2/3, 63/2/4, 63/2/5 and 63/5/2.

xxxv. Copies of Search Reports dated 12.07.2007, 30.04.2009, 27.04.2010, 14.01.2012 and 07.07.2014.

xxxvi. Copies of Title Opinions dt.05.08.2009, 30.4.2010, 10.8.2010, 20.02.2012, 19.08.2014 and 19.10.2015.

xxxvii. Copy of plaint in Sp. CS No. 168/2014.

Xxxviii Copy of Misc. Appln. No. 594/2015.

xxxix Copy of Misc. Appln. No. 595/2015.

D] Copy of Search Report dated 09.06.2015 and 27.12.2016

E] Joint layout plan of S.Nos.56 (part), 62 (part) and 63 (part).

F] Copy of 1st I.A. Order bearing No.PMH/NA/SR/248/08 dt.17.4.2010 and No.PMH/NA/SR/296/2010 dated 06.09.2010.

G] Copy of letter of ICICI Bank dated 02.08.2012

H] Copy of Deed of Simple Mortgage dated 29.09.2014 registered at the Office of the Sub Registrar Haveli No.22 at Serial No. 8533/2014

I] Copy of Deed of Re-Conveyance dated 17.01.2015

J] Copy of letter of DHFL dated 17.06.2015



- K]** Copy of Indenture of Mortgaeg dated 18.06.2015 registered at the Office of the Sub Registrar Haveli No.4 at Serial No.7269/2015
- L]** Copy of permission bearing No.1403 dated 09.09.2015 of PMRDA
- M]** Letters of Amit Enterprises Housing Ltd. dt.17.12.2016 and 11.04.2017.

2. S.NO.56/11 A, 56/18, 56/2 (Part), 56/3A, 56/38) AND 56/4

A] DESCRIPTION OF PROPERTY :

All that piece and parcel of land and ground bearing S.Nos.56/1A (admeasuring 20 Are), 56/1B (admeasuring 20 Are), 56/2 (Part) (admeasuring 39 Are out of the total area of 41 Are), 56/3A (admeasuring 20 Are), 56/3B (admeasuring 20 Are) and 56/4 (admeasuring 40 Are), Mouje Ambegaon Budruk, within the Registration Sub-Dist. Taluka Haveli, Dist. Pune and within the limits of Grampanchayat Ambegaon Budruk, totally admeasuring 01 Hector 59 Are i.e. 15900 Sq. mtrs. and the same is detailed as under and bounded as per Demarcation Plan as follows: -

On or towards the East	By Nala and Part of S.No.56
On or towards the South	By Road
On or towards the West	By S.No.57
On or towards the North	By Nala

8] I had issued Title Opinions in respect of the captioned property on 30.04.2009, 30.4.2010, 10.8.2010, 20.02.2012, 14.08.2014 and 19.10.2015 after perusing the documents mentioned therein. The said documents at that time were returned by me along with the said Title Opinions. The said Title Opinion dt.19.10.2015 is now shown to me without however the documents mentioned therein. Copies of the captioned property are now shown to me. I am therefore giving this documents pertaining to the transactions thereafter in respect of the Title Opinion relying on my Title Opinion dt.19.10.2015 and relying on

the same.



C] It appears from Mutation Entry No.840 dated 25.10.1942 that the land bearing S. No. 56 admeasuring 4 Acre formerly belonged to Shri Moreshwar Narayan Athavale. By a Sale Deed dated 10.09.1942 Shri Moreshwar Athavale sold the said land to Shri Mhasku Narayan Bhumkar. The name of Shri Mhasku Narayan Bhumkar was mutated in the 7/12 record vide the said Mutation Entry.

D] It appears from Mutation Entry No.881 dated 21.06.1944 that by a Sale Deed dated 10.12.1943 Shri Mhasku Narayan Bhumkar sold % portion (8 anna share) out of the land bearing S.No.56 to Shri Sadhu / Sahadu Nama Garud. The name of Shri Sadhu Garud was mutated in the 7/12 record vide the said Mutation Entry for 8 Anna share.

E] It appears from Mutation Entry No.1009 dated 01.06.1949 that in the year 1949 Shri Gana Kru hna Mali alias Bhumkar was declared as 'Protected Tenant' in the said land and accordingly his name was mutated in the other rights columns of 7/12 record vide the said Mutation Entry. Though in the said mutation entry surname Mali is mentioned from subsequent Mutation Entry Nos. 1009 and 1015, it is clear that his surname was Bhumkar.

F] It appears from Mutation Entry No.1144 dated 25.07.1954 that Shri Sadhu Nama Garud expired on 13.12.1952 leaving behind him his wife - Smt. Rahibai Sadhu Garud as his only legal heir. The name of Smt. Rahibai was mutated in the 7/12 record vide the said Mutation Entry.

G] It appears from Mutation Entry No.1351 dated 05.12.1962 that by a Sale Deed dated 10.08.1962 Smt. Rahibai Sadhu Garud sold her 8 Anna share (% portion out of S.No.56) to Shri Keshav Namdev Bhumkar and Shri. Vishwanath Ganpat Bhumkar. The names of Shri. Keshav Namdev Bhumkar and Shri Vishwanath Ganpat Bhumkar were mutated in the 7/12 record vide the said Mutation Entry. They are holding 4 Anna share each in the said land. It is mentioned in the said mutation entry that as tenants had purchased the land entry as protected tenant in the other rights column was removed.



H] It appears from Mutation Entry No.1686 dated 18.07.1973 that (1) Keshav Namdev 8humkar, (2) Narayan Ganpati 8humkar and (3) Vishwanath Ganpati 8humkar, gave an application that the said land was already partitioned between them and their family members and they are in actual possession of their respective shares in the said land. Accordingly S.No.56 admeasuring 4 Acres was divided into four portions bearing S.Nos.56/1, 56/2, 56/3 and 56/4 and they were allotted as follows-

S.No.	Area	Name
56/1	1 Acre	Mhasku Narayan 8humkar
56/2	1 Acre	Narayan Ganpat 8humkar
56/3	1 Acre	Mhasku Narayan 8humkar
56/4	1 Acre	Keshav Namdeo 8humkar

The names of the said owners were mutated accordingly on the respective 7/12 record vide the said Mutation Entry. It is seen from the said mutation entry that partition was effected along with other lands/survey nos. as well and Vishwanath Ganapati 8humkar was allotted land out of S.No.59.

I] It appears from Mutation Entry No.1742 dated 01.09.1976 and from 7/12 record of S. Nos. 56/3A and 56/38 that Shri Mhasku 8humkar (as a Karta and Manger of his Hindu Undivided Family) and Shri Sadba Martand 8humkar gave an application to divide their lands in two portions as per respective possession and to mutate the names of their family members, accordingly in respective Hissas. Vide the said Mutation Entry S. No. 56/1 and 56/3 were divided into two portions each and the said portions were allotted as follows –

S.No.	Area	Name
56/1A	20Are	Mhasku Narayan 8humkar
56/18	20 Are	Sadba Martand 8humkar
56/3A	20Are	Mhasku Narayan 8humkar
56/38	20 Are	Sadba Martand 8humkar



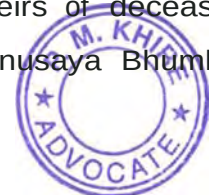
It appears that Mhasku and Sadba had relationship of uncle and nephew. His name was mutated by above mutation entry since 1976 and same for last about 33 years remains unchallenged and this Opinion is given relying upon the same.

J] S. No. 156/1A admeasuring 20 Are and S. No. 56/3A admeasuring 20 Are :

- a] It appears from Mutation Entry No.1742 and from 7/12 record of S.No.56/3A mentioned hereinabove that S.No.56/1A and 56/3A were given to Shri Mhasku Narayan Bhumkar.
- b] It appears from Mutation Entry No.3027 dated 01.05.1986 that Shri Mhasku Narayan Bhumkar expired on 26.04.1981 leaving behind him his widow - Tarabai, two sons - Namdeo, Rajendra and one married daughter - Mukatabai Kisan Shinde, three brothers- Ramachandra Narayan Bhumkar, Damodar Narayan Bhumkar, Manohar Narayan Bhumkar, three sisters- Thakubai Narayan Bhumkar, Savitrabai Chandrakant Borate, Sonabai Sopana Kudale, and mother - Anusuya Narayan Bhumkar as his only legal heirs.

It appears from the copy of the Release Deed dt.10.04.2007 that Late Mhasku had one more son – Ganesh, who expired leaving behind him his wife- Smt. Sharada and one daughter - Kum Chhaya nee Sou. Chhaya Ashok Satav as his legal heirs. The name of Sharada is appearing in the Mutation Entry No. 3027.

- c] It is seen from Mutation Entry No.16540 dated 20.07.2011 that mother of Late Mhasku, namely Smt. Anusayabai Narayan Bhumkar expired on 11.07.1987 leaving behind her two sons- Ramachandra, Damodar and Smt. Suman Manohar Bhumkar, Kiran Manohar Bhumkar, Sagar Manohar Bhumkar, Samir Manohar Bhumkar and Sarika Sunil Shinde (heirs of deceased Manohar) as her only legal heirs. name of Anusaya Bhumkar deleted by said mutation entry..



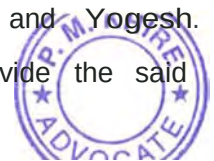
- d] It is seen from Mutation Entry No.16773 dated 21.11.2011 and copy of the Release Deed dated 10.04.2007 that by a Release Deed dt.10.04.2007 Smt. Tarabai Mhasku Bhumkar and Sou. Muktabai Kisan Shinde released their rights, title and interest in the land\$ bearing S.No.56/1A and S.No.56/3A in favour of Shri Namdev Mhasku Bhumkar, Shri Rajendra Mhasku Bhumkar and heirs of Late Ganesh Mhasku Bhumkar – Smt. Sharada Ganesh Bhumkar and Sou. Chhaya Ashok Satav. The said Release Deed is registered at the office of Sub-Registrar Haveli-20 at Serial No.3509 dated 10.04.2007. Accordingly their names were deleted from the 7/12 record by the said mutation entry.
- e) It is seen from Mutation Entry No.16307 dated 01.04.2011 and copy of Release Deed dated 10.04.2007 that by a Release Deed dated 10.04.2007 Sou. Thakubai Narayan Benkar, Sou. Savitrabai Chandrakant Borate and Sou. Sonabai Sopan Kudale released their rights, title and interest in the lands bearing S.No.56/1A and S.No.56/3A in favour of Shri Damodar Narayan Bhumkar, Shri Ramachandra alias Chandrakant Narayan Bhumkar, legal heirs of Late Manohar Narayan Bhumkar - Shri Kiran Manohar, Shri Sagar Manohar, Shri Sameer Manohar, Sou. Sarika Sunil Shinde, Smt. Suman Manohar, legal heirs of Late Mhasku Narayan Bhumakar- Smt. Tarabai Mhasku, Shri Namdev Mhasku, Shri Rajendra Mhasku, Sou. Muktabai Kisan Shinde and the legal heirs of Late Ganesh Mhasku Bhumkar – Smt. Sharada Ganesh and Sou. Chhaya Ashok Satav. The said Release Deed is registered at the office of the Sub Registrar Haveli-20 at Serial No. 3510/2007. Accordingly their names were deleted from the 7/12 record by said Mutation Entry.
- f] It appears from Mutation Entry No.14224 and copy of the Development Agreement that Manohar Narayan Bhumkar died leaving behind him Smt. Suman Manohar Bhumkar, Shri. Kiran Manohar Bhumkar, Sou. Sarika Kiran Bhumkar, Shri. Sagar Manohar Bhumkar, Sou. Sarika Sunil Shinde as his legal heirs. Their Manohar Bhumkar, Sou. Dipali Sagar Bhumkar, Shri. Samir



names were recorded on the 7/12 extract vide Mutation Entry No.14224.

K] S. No. 56/1B admeasuring 20 Are and S. No. 56/38 admeasuring 20 Are :

- a] It appears from Mutation Entry No.5771 dated 20.05.1992 that by a Deed of Partition dt.19.2.1992 Shri Sadaba Martanda Bhumkar partitioned the said lands between himself and his family members namely - Dasharath Sadaba Bhumkar, Ishwar Dasharath Bhumkar, Yogesh Dasharath Bhumkar, Shivaji Sadaba Bhumkar, Gulab Sadaba Bhumkar, Sachin Shivaji Bhumkar, Vikas Shivaji Bhumkar, Kishor Shivaji Bhumkar, Gulab Sadaba Bhumkar, Popat Gulab Bhumkar, Santosh Gulab Bhumkar, Deepak Gulab Bhumkar. Shri Ishwar Dasharath Bhumkar and Shri Yogesh Dasharath Bhumkar were given S.No.56/1B admeasuring 10 Are each. The said Partition Deed appears to be registered at Serial No.332/1992. You have informed me that copy of the said Partition Deed is not available.
- b] It appears from the copy of Compromise Purshis and from Mutation Entry No.6618 dt.16.10.1995 that Shri. Pandharinath Sadaba Bhumkar had filed a suit for partition against Shri Sadaba Marthand Bhumkar, Dasharath Sadaba Bhumkar, Shivaji Sadaba Bhumkar, Gulab Sadaba Bhumkar, Ishwar Sadaba Bhumkar, Sachin Shivaji Bhumkar, Vikas Shivaji Bhumkar, Kishor Shivaji Bhumkar, Popat Gulab Bhumkar and Santosh Gulab Bhumkar in the Court of Civil Judge, Junior Division, Pune bearing Regular Civil Suit No. 51/1993. Both the parties arrived at compromise and filed a compromise purshis in the court. Accordingly order was passed by the Hon'ble Court. In furtherance thereof S.No.56/1B admeasuring 20 Are and S.No.56/3B admeasuring 20 Are were given to the defendant No.2 and Defendant Nos.5 and 6 namely Shri Dasharath Sadaba Bhumkar and his two sons - Ishwar and Yogesh. Previous Mutation Entry No.5771 was cancelled vide the said



Order. The names of Shri Dasharath Sadaba Bhumkar, Shri Ishwar Dasharath Bhumkar and Shri Yogesh Dasharath Bhumkar were mutated in the 7/12 record of S.No.56/1B and 56/3B by said mutation entry.

L] S. No. 56/2 admeasuring 39 Are out of 41 Are and S. No. 56/4 admeasuring 40 Are –

- a] The land bearing S.No.56/2 admeasuring 41 Are belonged to Shri. Narayan Ganpat Bhumkar after partition made in the year 1973.
- b] It appears from the Compromise Purshis and Mutation Entry No.6231 dated 15.04.1994 that Shri. Kisan Nana Bhumkar and other 13 filed a suit for partition in the Court of Civil Judge, Junior Division, Pune vide No. 314/1992 against Smt. Indubai Dattu Bhumkar and other 24. Both the parties arrived at compromise and filed a Compromise pursis in the said court. After the said compromise the land bearing S.No.56/2 admeasuring 41 Are was given to (1) Narayan Ganpat Bhumkar, (2) Bhamabai Narayan Bhumkar, (3) Ramesh Narayan Bhumkar (4) Shri Anil Narayan Bhumkar and the land bearing S.No.56/4 admeasuring 40 Are was given to (1) Shri Keshav Namdev Bhumkar, (2) Sou. Rakhmabai Keshav Bhumkar, (3) Shri Ananta Keshav Bhumkar and (4) Shri Satyawan Keshav Bhumkar.
- c] It appears from the Partition Deed dt.28.05.2004 and Mutation Entry No.12771 dated 03.06.2004 that the Partition was made between the family of Narayan Ganpat Bhumkar and Keshav Namdev Bhumkar. By a Deed of Partition a portion admeasuring 39 Are out of land bearing S.No.56/2 was given to the family of Shri Narayan Ganpat Bhumkar and the land bearing S.No.56/4 admeasuring 40 Are was given to Shri Keshav Namdeo Bhumkar, Rakhmabai Keshav Bhumkar, Ananta Keshav Bhumkar and Shri. Satyawan Keshav Bhumkar. The said Partition Deed is registered at the office of the Sub-Registrar Haveli-9 at Serial No. 3273/2004.



d] It appears from the copy of the Sale Deed dt.31.03.1999 and Mutation Entry No.12981 dated 20.12.2004 that by a Sale Deed dt.31.03.1999 Shri Narayan Ganpat Bhumkar, Sou. Bhamabai Narayan Bhumkar, Shri Ramesh Narayan Bhumkar and Shri Anil Narayan Bhumkar sold a portion admeasuring 05 Are out of S.No.56/2 to Shri. Somnath Baburao Bhumkar, Shri. Shankar Baburao Bhaumkar, Indrayani Mohan Jamdade and Kanchan Ganesh Bunage. The said Sale Deed is registered at the Office of the Sub-Registrar Haveli-9 at Serial No. 2632/1999. The names of the said purchasers were mutated in the 7/12 record vide the said Mutation Entry.

M] It is seen from the copy of the Development Agreement that the said owners namely - Shri.Narayan Ganpat Bhumkar, Sou. Bhamabai Narayan Bhumkar, Shri.Ramesh Narayan Bhumkar, Sou. Mangal Ramesh Bhumkar, Shri. Anil Narayan Bhumkar, Sou. Archana Anil Bhumkar, Sou. Sangita Sampat Bankar, Sou. Savita Babasaheb Nevase, Shri. Namdeo Mhasku Bhumkar, Sou. Laximibai Namdeo Bhumkar, Shri. Somnath Namdeo Bhumkar, Sou. Ashwini Somnath Bhumkar, Sou. Mina Rangnath Bhujbal, Sou. Shobha Satish Saykar, Sou. Rohini Vijay Shevate, Sou. Asha Santhosh Benkar, Shri. Rajendra Mhasku Bhumkar, Sou. Ranjana Rajendra Bhumkar, Smt. Sharada Ganpat Bhumkar, Sou. Chhaya Ashok Satav, Shri. Ramchandra Narayan Bhumkar, Shri. Nitin Ramchandra Bhumkar, Sou. Kalpana 1\Nitin Bhumkar, Sou. Mangal Trimbak Tilekar, Sou. Ratnamala Sunil Benkar, Sou. Jyoti Vikas Jadhav, Sou. Swati Santosh Bhade, Shri. Damodar Narayan Bhumkar, Sou. Bhamabai Damodar Bhumkar, Shri. Ananta Damodar Bhumkar, Sou. Anita Ananta Bhumkar, Sou. Vaishali Balasaheb Bansode, Sou. Dipali Nitin Vadkar, Sou. Rupali Rahul Shinde, Smt. Suman Manohar Bhumkar, Shri. Kiran Manohar Bhumkar, Sou. Sarika Kiran Bhumkar, Shri. Sagar Manohar Bhumkar, Sou. Dipali Sagar Bhumkar, Shri. Samir Manohar Bhurnkar, Sarika Sunil Shinde, Shri. Keshav Namdeo Bhumkar, Sou. Rakhamabai Keshav Bhumkar, Shri. Ananta Keshav

Bhumkar, Sou. Lilabai Ananta Bhumkar, Shri. Sudhir Ananta Bhumkar, Sou. Hema Sudhir Bhumkar, Shri. Pradeep Ananta Bhumkar, Shri. Satyavan Keshav Bhumkar, Sou. Jayashree Satyawan Bhumkar, Shri. Dasharath Sadaba Bhaumkar, Sou. Sunanda Dasharath Bhaumkar, Shri. Ishwar Dasharath Bhumkar, Sou. Supriya Ishwar Bhumkar, Shri. Yogesh Dasharath Bhumkar, Sou. Manisha Yogesh Bhumkar, Sou. Surekha Santhosh Borate, Shri. Somnath Baburao Bhumkar, Sou. Sharada Somnath Bhumkar, Shri. Shankar Baburao Bhumkar, Sou. Surekha Shankar Bhumkar, Shri. Ganesh Dattatray Bunage, Sou. Kanchan Ganesh Bunage, Sou. Indrayani Mohan Jamdade granted development rights in the lands described in para (2) above to M/s Amit Enterprises by a Development Agreement dated 06.07.2007. The said Development Agreement is registered at the office of the Sub- Registrar Haveli XX at Serial No. 6367/2007.

By the said Development Agreement M/s Amit Enterprises became entitled to develop the captioned lands, construct buildings thereon comprising of independent units and to enter into agreements of allotment/ sale in respect thereof with the prospective purchasers.

N] Public Notices in respect of the captioned lands were given by me in daily Prabhat which are detailed as under-

S.No.	Area		S.No.	Area	Date
	H = An			<u>H = Are</u>	
56/2	0 = 34		56/2	0 = 02	
56/3A	0 = 20	05.05.2007	56/2	0 = 05	04.06.2007
56/1B	0 = 20		56/4	0 = 40	
56/3B	0 = 20				

To the said Public Notices I have not received any objection. Mistake in the said Public Notice was corrected by issuing a note in daily Prabhat on 11.08.2007.



0] It appears from the Zone Certificate dated 09.10.2006 that S.No.56 is designated in residential Zone and affected by proposed road widening of 30 mtrs.

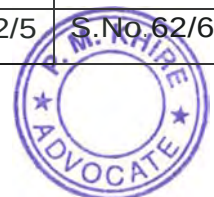
P] As per Development Agreement and the Affidavit of Shri. Narayan Bhumkar and others the holding of owners did not exceed the limits prescribed under the Urban Land (Ceiling and Regulation) Act, 1976. It appears that the owners had not filed statement u/s 6(1) of the said Act. The said Act being repealed, in the above case the lands are no more affected by the said Act. However, it is necessary to obtain affidavit to the effect that the said land or part thereof was neither acquired nor exempted u/s 20 of the said Act.

3. S.NOS.62/13/4, 62/58, 62/68, 62/7/1 AND 62/8:

A] DESCRIPTION OF PROPERTY:

All those pieces and parcels of land and ground totally admeasuring 1 Hector 17.5 Are comprising S.Nos.62/3/4, 62/58, 62/68, 62/7/1, 132/8, Mouje Ambegaon Budruk, Pune and within the Registration Sub-Dist. Taluka Haveli, Dist. Pune and within the limits of Grampanchayat Mouje Ambegaon Budruk, and as per demarcation plan and Development Agreement bounded as follows: -

Sr No	Survey No.	Area H=ARE	On or Towards the East	On or Towards the South	On or Towards the West	On or Towards the North
1.	62/7/1	0=13	S.No. 62/3/4	Nala	S.No. 62/8	S.No. 62/7 (Part)
2.	62/3/4	0=27	62/2/4	Nala	S.No. 62/7/1	S.No. 62/3 (Part)
3.	62/58	0=41	S.No 62/68	Nala	S.No 62	S.No 62/68
4.	62/68	0=13	S.No. 62/3	S.No. 62/7	S.No. 62/5	S.No. 62/5
5.	62/8	0= '19	S.No. 62/7	Nala	S.No. 62/5	S.No. 62/6



B] I had issued Title Opinions in respect of the captioned property on 13.05.2009, 30.4.2010, 10.8.2010, 20.02.2012 and 14.08.2014 after perusing the documents mentioned therein. The said documents at that time were returned by me along with the said Title Opinions. The said Title Opinion dt.14.08.2014 is now shown to me without however the documents mentioned therein. Copies of the documents pertaining to the transactions in respect of the captioned property are now shown to me. I am therefore giving this Title Opinion relying on my Title Opinion dt.14.08.2014 and relying on the same.

C] **S.No.62/3/4 :**

- a]** It is seen from Mutation Entry No. 532 dated 29.01.1930 that land bearing S.No.62/3 formerly belonged to Shri. Anna Bala Beldare. It further appears from the said mutation entry that Shri. Anna Bala Beldare died on 26.08.1928 leaving behind him his brother Shankar, member of joint family, as his heir and his name was mutated in the 7/12 record by the said mutation entry.
- b]** It appears from Mutation Entry No. 675 dated 31.08.1934 that there was Phalnibara in the year 1934 and S. No 62/3 admeasuring 1 Acre 37 Gunthas was shown to be owned and possessed by Shri Shankar Bala Beldare.
- c]** It appears from Mutation Entry No.5454 dated 22.08.1991 that Shri. Shankar Balaji Beldare and others partitioned S.No. 62/3 along with other lands on 06.05.1991, wherein a portion admeasuring 27 Are was allotted to the joint share of Shri Sambhaji Tukaram Beldare, Shri Nandkumar Sambhaji Beldare and Shri Yuvraj Sambhaji Beldare and the same was given S. No. 62/3/4. Their names were accordingly mutated in 7/12 record. It appears from the said Mutation Entry that S.No.62/3 was divided into 4 portions bearing Nos.62/3, 62/3/1, 62/3/2 and 62/3/4. From the said mutation entry it appears that there is some mistake in renumbering of subdivided shares of S.No.62/3. However, the 7/12 extract shows that the number 62/3/4 is continued.



D] S.No. 62/7/1 admeasuring 13 Are -

- a] It appears from Mutation Entry No.675 dated 31.08.1934 that there was Phalanibara and lands bearing S.No. 62/7A and S.No.62/7B respectively admeasuring 9 Gunthas and 20 Gunthas were held and possessed by Shri Sahadu Amruta Beldare. It is not known how there were two different subdivisions shown when the property was possessed by one person, however, it is seen from the Mutation Entry No. 816 that thereafter in the year 1940 the same was shown as S. No. 62/7.
- b] It appears from Mutation Entry No.816 dated 25.11.1940 that one Smt. Shalubai Kom Mahadu Jadhav sold land bearing S.No.62/7 to Shri Nivrutti Shidu Khade on 14.10.1940 and his name was mutated in 7/12 record by the said mutation entry. It is not known who Shalubai Kom Mahadu Jadhav was and what was her right and how she sold the said property as appearing in the said mutation entry. However later on the name of Shri Khade appears to have been deleted from 7/12 record, but there is no mutation entry shown against such deletion. It may be that as mentioned above there was some mistake in writing the mutation entry and therefore later on the same was rectified. There is a presumption that Govt. authorities have acted in accordancB with the law and procedure. In my opinion the above mentioned anomalies do not affect the title and are about 69 years old.
- c] It appears from Mutation Entry No. 1057 dated 20.01.1952 that S.No.62/7 was held to be a fraction under the Prevention of Fragmentation Act and an endorsement to that effect was made in the other rights in 7/12 record by the said mutation entry.
- d] It appears from Mutation Entry No. 1124 dated 30.11.1953 that Shri Sahadu Amruta Beldare was an Ordinary Tenant in the said land and his name was recorded in 7/12 record as such by the said mutation entry.
- e] It appears from Mutation Entry No.1422 dated 16.10.1965 that

Shri Sahadu Amruta Beldare and Shri Mahadu Amruta Baldare,



partitioned their lands as per actual possession. Accordingly land bearing S.No. 62/7 was given to Shri Sahadu Amruta Beldare and Shri Mahadu Amruta Beldare in equal shares (8 Anna share each) and their names were mutated in the 7/12 record vide the said mutation entry.

- f] It appears from Mutation Entry No. 1468 dated 04.02.1966 that vide an iOrder No. ALT/Ambegaon/47 dated 09.04.1961 of Agricultural Land Tribunal, Haveli since Shri Sahadu Amruta Beldare and Shri Mahadu Amruta Beldare were cultivating the said lands as the owners, their names were deleted from the other rights column of the 7/12 record of S.No.62/7 and mutated as the holders. It is not known how they were cultivating the said land as Owners and this opinion is given relying on the said mutation entry and that the same remains unchallenged till this day i.e. for last about 48 years.
- g] It appears from Mutation Entry No. 4943 dated 07.05.1990 that by a Sale Deed dated 29.09.1989 Shri. Sahadu Amruta Beldare with the consent of Shri Dattatray Sahadu Beldare and Shri Nathu Sahadu Beldare sold a portion admeasuring 00 Hector 13 Are out of S. No. 62/7 to Shri. Rambhau Sahadu Beldare. By the said Sale Deed S. No 62/7 was divided into two parts namely S.No.62/7 and S.No.62/7/1. S.No.62/7/1 was given to the portion admeasuring 13 Are purchased by Shri. Rambhau Sahadu Beldare and S.No.62/7 admeasuring 16 Are remained with Shri. Sahadu Beldare. The name of Shri Rambhau Sahadu Beldare was mutated in 7/12 record vide the said mutation entry.

E] S.No. 62/SB admeasuring 41 Are -

- a] It appears from Mutation Entry No. 675 dated 31.08.1934 that there was Phalnibara in the year 1934 S. No.62/5B admeasuring 01 Acre 01 Guntha was owned and possessed by Shri Bala Genu Kute. Shri Bala Genu Kute died sometime in 1931 leaving behind him
- b] It appears from Mutation Entry No.743 dated 25.02.1937 that



his widow Sagunabai and son Bapu as his only legal heirs. Accordingly the name of Bapu was recorded in 7/12 record by the said mutation entry.

- c] It appears from Mutation Entry No.1107 dated 30.11.1953 that Shri Bandu Nana Beldare was an ordinary Tenant of the land bearing S. No. 62/58. Accordingly his name was recorded in the other rights column of the 7/12 record vide the said mutation entry.
- d] It appears from Mutation Entry No.1352 dated 05.12.1962 that upon an application by Bapu Bala Kute that his name was only Pokalist, this name was deleted and the names of Smt. Indubai Bandu Beldare, Pandurang Bandu Beldare and Vitthal Bandu Beldare were mutated as owners in the 7/12 record vide the said mutation entry. When did Bandu Beldare expire? There does not appear any mutation entry therefor and this opinion is given relying on the above mutation entry.
- e] It appears from Mutation Entry No.1373 dated 08.01.1964 that upon an order of Mamlatdar, Haveli in LT/31/41 dated 16.01.1963 that prior to 01.04.1957 the tenant had purchased the land bearing S. No. 62/58 and had become owner thereof, the name of the tenant was deleted from other rights column of the 7/12 record vide the said mutation entry.
- f] It is seen from Mutation Entry No. 12825 dated 12.07.2004 that Shri. Vitthal Bandu Beldare expired on 28.08.1999 leaving behind him his widow - Smt. Baby, two Sons - Amar Vitthal Beldare and Sameer Vitthal Beldare as his only legal heirs. Accordingly names of the said heirs were mutated in 7/12 record of S. No. 62/58 vide the said mutation entry.
- g] It is seen from Mutation Entry No. 13734 dated 14.11.2006 that Shri. Pandurang Bandu Beldare expired on 12.09.2004 leaving behind him his widow - Smt. Tarabai, son Tanaji and one married daughter Sou. Sharada Chimaji Pavale as his only legal heirs and their names were mutated in 7/12 record by said mutation entry. It appears from Development Agreement that



Smt. Indubai Bandu Beldare also expired. The said death however is not recorded in the 7/12 record and her name still continues in 7/12 record.

F] S. No. 62/158 admeasuring 13 Are –

- a] It appears from Mutation Entry No.675 dated 31.08.1934 that there was a Phalnibara in the year 1934 and S.No.62/6B admeasuring 13 Guthas was owned and possessed by Shri Bhika Vithu Beldare. The name of Shri Bhika Vithu Beldare was mutated in the 7/12 record vide the said mutation entry.
- b] It appears from Mutation Entry No.1057 dated 20.01.1952 that S. No.62/6B was held to be a fraction under the Prevention of Fragmentation Act and an endorsement to that effect was made in the other rights in 7/12 record by the said mutation entry.
- c] It appears from Mutation Entry No.1097 dated 30.11.1953 that Shri Sakharam Bali Beldare was an Ordinary Tenant in the said land and his name was mutated in the other rights column of the 7/12 record by the said mutation entry.
- d] It appears from Mutation Entry No.1273 dated 01.09.1960 that Shri Bhika Vithu Beldare expired in the year 1957 leaving behind him his widow – Smt. Rakhmabai, sons – (i) Damu, (ii) Sawala, (iii) Narayan and (iv) Gulab and one married daughter – Sarubai Bayaji Indure as his only legal heirs. The name of Shri Damu Bhika Beldare was mutated in the 7/12 record as a Karta and Manager of Hindu Undivided Family.
- e] It appears from Mutation Entry No.1408 dated 08.02.1965 and from Mutation Entry No.1469 dated 04.02.1966 that the said land originally belonged to Shri Sakharam Bali Beldare. Late Bhika Vithu Beldare purchased the said land from Shri Sakharam Bali Beldare. However possession was not handed over by Shri Sakharam Bali Beldare to Late Bhiku Beldare or his heirs and as vide an order of Agricultural Land Tribunal, Taluka Haveli, Pune such the said document was considered as a Mortgage Deed in proceedings U/s 320 of the Bombay Tenancy and Agricultural



- Lands Act, 1948 bearing No. A.L.T./33/46 dt. 19.01.1963 and upon payment of requisite amount by Shri Sakharam Bali Beldare the name of Shri Damu Bhika Beldare as a Karta and Manager of Hindu Undivided Family was deleted and the name of Shri Sakharam Bali Beldare was mutated in the Holder's Column vide the said mutation entry.
- f] It appears from Mutation Entry No.1411 dated 08.02.1965 that upon an application of Shri. Sakharam Beldare to delete his name and mutate name of his brother Shri. Dinkar Balwant Beldare the name of Shri Sakharam Beldare was deleted and the name of Shri. Dinkar Balwant Beldare was mutated in 7/12 record vide the said mutation entry.
- g] It appears from Mutation Entry No. 4137 dated 23.08.1988 that by Order No. Partition/ TH0/107/86 dated 17.08.1988 passed by Tahasildar, Haveli, S.Nos. 62/6 B and 62/8 were partitioned between Dinkar Balwant Beldare, Namdev Balwant Beldare and Bajirao Sakharam Beldare, Gajanan Sakharam Beldare and Rajaram Sakharam Beldare, legal heirs of Sakharam Balwant Beldare. By said partition S.Nos.62/6B and 62/8 were given to his brother Shri. Dinkar Balwant Beldare. Accordingly his name was mutated in the 7/12 record vide the said mutation entry.
- h] It appears from Mutation Entry No. 7275 dated 05.12.1996 that Sou. Surekha Balasaheb Bodke released all her right, title and interest in the property bearing S. Nos. 62/6B and 62/8 in faovur of (i) Shri Suryakant Dinkar Beldare, (ii) Shri Santosh Dinkar Beldare and (iii) Shri Narayan Dinkar Beldare and that the said Release Deed is registered at Serial No.714/1996 on 22.01.1996. However copy of the said Release Deed is not given for my pe rusal and this opinion is given relying on the said mutation entry. The names of (i) Shri Suryakant Dinkar Beldare, (ii) Shri Santosh Dinkar Beldare and (iii) Shri Narayan Dinkar Beldare also do not appear in 7/12 record. It is seen from Mutation Entry No. 12071 dated 24.07.2002 and from the copy of Sale Deed dt.18.06.2002 and that by a Sale



Deed dated 18.06.2002 Shri. Dinkar Balwant Beldare sold a portion admeasuring 3.5 Are out of S.No.62/6B totally admeasuring 13 Are to Shri. Bajirao Sakham Beldare, Laxmibai Gajanan Beldare and Rohini Rajaram Beldare. The said Sale Deed is registered at the Office of the Sub- Registrar Haveli-9 at Sr.No.3331/2002. The names of the said purchasers were mutated in 7/ 12 record vide the said mutation entry.

G] S.No.62/8 admeasuring 19 Are :-

- a] The land bearing S.No.62/8 admeasuring 19 Are since before 1942 belonged to Shri. Sahadu Amruta Beldare.
- b] It appears from Mutation entry No.832 dated 01.07.1942 that Shri. Sahadu Amruta Beldare sold land bearing S.No. 62/8 to Shri. Dhondiba Gyanba Bhoite on 05.03.1942. Accordingly his name was mutated in the 7/12 record by the said mutation entry.
- c] It appears from Mutation Entry No.952 dated 30.06.1947 that on 26.05.1947 Shri. Dhondiba Gyanba Bhoite sold land bearing 62/8 to Shri. Bali Genu Beldare. Accordingly his name was mutated in 7/12 record by the said mutation entry.
- d] It appears from Mutation Entry No. 1057 dated 20.01.1952 that S. No. 62/8 was held to be a fraction under the Prevention of Fragmentation Act and an endorsement to that effect was made in the other rights in 7/12 record by the said mutation entry.
- e] It appears from Mutation Entry No.1064 dated 22.01.1952 that Shri. Bali Genu Beldare died on 23.07.1951 leaving behind him sons - Sakham, Namu and Dinkar as his only legal heirs. The name of Shri. Sakham Beldare was mutated as the Karta and Manager of Hindu Undivided Family in the 7/12 record vide the said mutation entry.
- f] It appears from Mutation Entry No.1411 dated 08.02.1965 that upon an application of Shri. Sakham Beldare to delete his name and mutate name of his brother Shri. Dinkar Balwant Beldare, the name of Shri Sakham Beldare was deleted and



- the name of Shri. Dinkar Balwant Beldare was mutated in 7/12 record vide the said mutation entry.
- g] It appears from Mutation Entry No. 2296 dated 01.10.1982 that vide order of Tahasildar, Haveli dated 29.03.1982 encumbrance of Rs. 379.65 of Shri Mathuradas Tuljaram Mehta was deleted by the said mutation entry.
- h] It appears from Mutation Entry No. 4137 dated 23.08.1988 that by Order No. Partition/ TH0/107/86 dated 17.08.1988 passed by Tahasildar, Haveli, S.Nos.62/68 and 62/8 were partitioned between Dinkar Balwant Beldare, Namdev Balwant Beldare and Bajirao Sakharam Beldare, Gajanan Sakharam Beldare and Rajaram Sakharam Beldare, legal heirs of Sakharam Balwant Beldare. By said partition S.Nos.62/68 and 62/8 were given to Shri. Dinkar Balwant Beldare. Accordingly his name was mutated in the 7/12 record vide the said mutation entry.
- i] It appears from Mutation Entry No.7275 dated 05.12.1996 that Sou. Surekha Balasaheb Bodke released all her right, title and interest in the property bearing S.Nos.62/68 and 62/8 in faovur of (i) Shri Suryakant Dinkar Beldare, (ii) Shri Santosh Dinkar Beldare and (iii) Shri Narayan Dinkar Beldare and that the said Release Deed is registered at Serial No.714/1996 on 22.01.19916. However copy of the said Release Deed is not given for my perusal and this opinion is given relying on the said mutation entry. The names of (i) Shri Suryakant Dinkar Beldare, (ii) Shri Santosh Dinkar Beldare and (iii) Shri Narayan Dinkar Beldare also do not appear in 7/12 record. The 7/12 extract however shows Mutation Entry No. 7255 instead of 7275.
- H] It appears from the various Development Agreements which are registered at theOffice of the Sub- Registrar Haveli -XX that by the said Development Agreements all the said Owners mentioned above transferred their development rights in the captioned lands to M/s Amit Enterprises. The said Development Agreements are detailed as under-



Sr. No	S. No.	Total Area H=Are	Area given For Development H=Are	Name of the Vendor	Development Agreement Date and Reg. No.
1.	62/7/1	0=13 in docume nt 0=18 Are	0=13	Shri Rambhau Sahadu Beldare, Mrs. Alpana Rambhau Beldare, Shri. Rahul Rambhau Beldare, Kum. Sadhana Rambhau Beldare	18.10.2006 7844/2006
2.	62/3/4	0=27	0=27	Shri. Sambhaji Tukaram Beldare, Sou. Alka Sambhaji Beldare, Shri. Nandkumar Sambhaji Beldare, Sou. Vijaya Nandkumar Beldare, Shri. Yuvraj Sambhaji Beldare, Sou. Shilpa Rupesh Kadu, Sou. Uma Prashant Khade	24.11.2006 8980/2006
3.	62/58	0=41	0=41	Smt. Tarabai Pandurag Beldare, Shri. Tanaji Pandurang Beldare, Sou. Kavita Tanaji Bedare, Sou. Shrada Chimaji Pavale, Smt. Baby Vitthal Beldare, Shri. Amar Vitthal Beldare, Shri. Samir Vitthal Beldare	05.09.2006 7364/2006
4.	62/68	0=13	0=3.5	Shri. Bajirao Sakharam Beldare, Smt. Laxmi Gajanan Beldare, Smt. Rohini Rajaram Beldare	20.10.2006 7959/2006
5.	62/6 B and 62/8	0 = 13 0 = 19	9.5 Are out of total area 13 Are of S.No.62/6B and 19 Are of S.No.62/8	Shri. Dinkar Balvant Beldare, Shri. Suryakant Dinkar Beldare, Mrs. Sangeeta suryakant Beldare, Kum.	20.10.2006 7961/2006.

			totaling to 28.5 Are belongs to the owners out of the same the owners gave for development area of 22.80 Are	Priyanka Suryakant Beldare, Kum. Sheetal Suryakant Beldare, Shri. Santosh Dinkar Beldare, Mrs. Kavita Santosh Beldare, Mrs. Surekha Balasaheb Bodakhe.	
6.	62/68 and 62/8	0 = 13 0 = 19	9.5 Are out of total area 13 Are of S.No.62/6B and 19 Are of S.No.62/8 totaling to 28.5 Are out of the same 5.70 Are sold vide sale deed in the name of Shri Kishor Govind Pate	Smt. Alka Narayan Beldare (for self and legal guardian of minor children – Preetam and Pranav)	08.10.2008 7654/2008

In the item no. (5) mentioned above Shri Narayan Dinkar Beldare was not party to the agreement. It is seen from the copy of the Sale Deed dt.8.10.2008 that he expired intestate on 17.4.2001 leaving behind him his wife – Alka and two sons – Preetam and Pranav and entry thereof is yet to be made in the village form no.7/12. The said heirs of late Narayan Dinkar Benkar, by Sale Deed dt.8.10.2008 which is registered at the Office of the Sub-Registrar Haveli No.IX at Serial No.7654/2008, sold the balance share of 5.70 Are to Shri Kishor Govind Pate who is the Chairman and Managing Director of Amit Enterprises Housing Ltd. It is necessary to execute agreement or sale deed by Shri Kishor Govind Pate in favour of the Company. Entry of the said sale deed is yet to be made in the village form no.7/12. As mentioned hereinabove S. Nos. 62/6 B and 62/8 are declared as Fragments. Under section 7 of the Bombay Prevention of Fragmentation and Consolidation of Holdings Act transfer of a fragment, except to a person other than owner of contiguous land is



prohibited. As per Section 54 agreement does not transfer any interest in the property and hence no illegality is caused by agreement. It is necessary to purchase area more than prescribed minimum area in any sale deed when the same is to be effected. It be further noted that director and company are not the same person.

I] By the said development agreements M/s Amit Enterprises became entitled to develop the captioned lands, construct buildings thereon comprising of independent units and to enter into agreements of allotment / sale in respect thereof with the prospective purchasers.

J] Public Notices in respect of the captioned lands have been given by me in Daily Prabhat which are detailed as under-

S.No.	Date
62/58, 62/68, 62/7/1' 62/8	11.07.2006
62/3/4	08.11.2006

I have received an objection dated 13.07.2006 from Smt. Alka Narayan Beldare and her minor children Pritam and Pranav through Adv. Jagtap for S.No. 62/68. It is seen from the copy of the Sale Deed dt. 04.10.2008 that thereafter Smt. Alka Narayan Beldare along with her minor children Pritam and Pranav sold the portion admeasuring 5.70 Are out of the land bearing S.Nos.62/6B and 62/8 to Shri Kishor Govind Pate. The said Sale Deed is registered at the Office of the Sub – Registrar Haveli-9 at Serial No.7654/2008. Therefore the said objection does not survive.

K] It appears from the Zone Certificate dated 22.09.2008 that S.No.62 is desi Jnated in Residential Zone and the same is affected by 60 Mtr. +12 Mtr. service road.

L] It appears from the copies of development agreements that the respective holdings of the owners were within the prescribed limit as is given relying upon the same. It therefore appears that the owners per the Urban Land (Ceiling & Regulation) Act, 1976 and this Opinion



had not filed statement u/s 6 (1) of the said Act and hence there was no question of land being declared surplus and acquired or exempted u/s 20 of the said Act. The said Act has now been repealed by the Urban Land (Ceiling & Regulation) Repeal Act, 1999 with effect from 30.11.2007. It is advisable to obtain affidavits from the owners about their holdings.

M] (a) As narrated hereinbefore lands bearing S. Nos. 62/68 and 62/8 respectively admeasure 13 Are and 19 Are and have separate Village Form Nos. 7/12 and their area being less than standard area determined under the Fragmentation Act remark in other rights was mentioned as the same being a Fragment. The sale deed dated 08.10.2008 was executed by one of the owners (and not all the owners) viz. Snnt. Alaka Narayan Beladare for self and on behalf of her minor sons of their undivided share in the said Fragment. Thus neither entire Fragment nor any specific divided portion was sold by the said sale deed. The word "Fragment" is defined u/s 2 (4) of the Act as follows - "Fragment means a plot of land of less extent than the appropriate standard areas determined under this Act." This means that to call a land a 'fragment' it has to be "a plot of land". A plot of land is not defined in the said Act. 'Plot' as defined in the Black's Law dictionary means- 'a sub- divided specific parcel of land'. What is sold by the sale deed dated 08.10.2008 is an undivided share and not a specific divided portion and hence cannot be called "a plot of land" and hence section 7 and 9 of the Act, in my opinion, are not applicable.

(b) Further where the land owner grants development rights to a developer and receives the entire consideration, without reserving any interest in the property to himself, and the developer purchases land adjoining to the said land, it can be said that the intention of the developer is to purchase the entire land and not allow fragments to be created. The intention of Fragmentation Act is to prevent fragmentation and bring consolidation, which intention is not violated by the sale deed dated 08.10.2008. Shri. Kishor Govind Pate has



purchased an area admeasuring 5.87 Are out of S. Nos. 62/68 and 62/8. Since the surrounding lands are acquired for development by Amit Enterprises Housing Limited of which he is the director, it is not possible to say that the sale is not to a contiguous owner, unless technically owner is presumed to be a different person from the holder.

(c) Section 7 of the Fragmentation Act prohibits transfer of a fragment except to the owner of a contiguous survey number. As stated above as per section 54 of the Transfer of Property Act agreement does not create any interest in the property and cannot be called a transfer. Thus there is no prohibition for entering into any agreement in respect of a fragment, which agreement would include a Development Agreement also.

(d) Some of the lands are purchased by M/s. Amit Enterprises Housing Limited and no permission appears to have been obtained for such purchase. Those purchases are of the years 2009, 2010, 2012 and name of the said company was mutated in 7/12 record, without any remark about there being any violation of section 63 of BTAL Act. More than 2 years have lapsed and according to the judgment of the Supreme Court action for deciding validity thereof is to be taken within reasonable time by revenue authorities. By the said judgments itself it is clear that reasonable time has lapsed without any action by the Govt. It therefore follows that the revenue authorities hereafter cannot take action for declaring such sales as invalid.

N] (i) It is seen from the above that the captioned property was ancestral in the hands of above mentioned former owners and was held as belongirig to their/ his Hindu Undivided Family. The necessity for transfer is mentioned in the Sale Deeds as mentioned above. In my opinion, in case of Joint Hindu Family property Karta and guardian has right to sell the family property including interest of the minor and Guardianship Act, 1956 is not necessary as the said section is not permission of the Court as contemplated u/s 8 of the Hindu Minority



applicable to the Joint Hindu Property. My opinion is based on decision in the case of Gangoji Rao Vs. H. K. Channappa reported in AIR 1983 Karnataka page 222. The said case also refers to various other reported decisions. As per the said Judgments and actually as per sections 6, 8 and 12 of the Hindu Minority and Guardianship Act, 1956, Section 8 is not applicable to Joint Family Property and even Court has no jurisdiction to give permission for sale of the minor's undivided interest in the joint family property even if applied for. In case of Joint Family Property guardian of the minor alone has right to sell the minor's undivided share. Section 6 of the said Act clearly excludes undivided share of minor in 'joint family property'. Section 12 prohibits Courts to appoint guardian in case of joint family property. The above quoted decision makes the distinction clear that the words 'joint family property' used in Hindu Minority and Guardianship Act have larger meaning and are not restricted to only HUF properties. Thus in any case HUF properties are excluded from the purview of the Hindu Minority and Guardianship Act, 1956.

(ii) Here reference to the decision of the Supreme Court in the case of Saroj Vs. Sunder Singh & others in Civil Appeal no.10582 of 2013 decided on 25.11.2013 has to be made. Facts in the above case are as follows - On the demise of father of the Appellant property devolved on mother and three daughters and mother sold the property as natural guardian on behalf of minors. One of the daughters challenged the sale claiming that without permission of the Court under section 8 of the Hindu Minority and Guardianship Act, 1956 sale was not legal. Hon'ble Supreme Court held that since each of the owner had defined 1/4th undivided share permission for sale of minor's undivided interest was necessary and hence sale was voidable. Thus in the above case property was not of the HUF as all persons were women. Further as per Hindu Law during the existence of the HUF no definite share to any member can be allotted as property is held as moiety/pool. As facts are different, in my opinion Section 8 is not applicable. Further in my opinion the said case - Saroj Vs. Sunder Singh is not applicable. The decision of the Supreme Court in the case of Saroj Vs. Sunder



Sunder Singh & others, is not applicable here as the captioned property was that of HUF and hence not only Section 8 of the Hindu Minority and Guardianship Act is not applicable but apart from power of guardian, Karta and Manager has added powers to dispose off the HUF properties and in view of and relying upon the necessity shown in the sale deeds and Declaration cum Indemnity Bond I am of the opinion that the transaction done is legal.

(iii) The transactions regarding the captioned lands are prior to the judgment of the Supreme Court mentioned above. The said judgment is not given retrospective operation. The judgments till then ruling the aspect of minors wereand still not overruled by any judgments and govern the field.

4. S.NOS.63/2/1 (part), 63/2/3, 63/2/4 (part), 63/2/5, 63/3, 63/4, 63/4/1, 63/5/1, 63/5/2, 63/6, 63/6/1 (part), 63/10A, 63/10B, 63/11, 63/12, 63/13, 63/14A, 63/148, 63/148/1, 63/15A AND 63/158 :

A] DESCRIPTION OF PROPERTY:

All that piece and parcel of land and ground totally admeasuring an area of 04 Hectors 04.75 Are and comprising S.Nos.63/2/1 (part), 63/2/3, 63/2/4 (part), 63/2/5, 63/3, 63/4, 63/4/1, 63/5/1, 63/5/2, 63/6, 63/6/1 (part i.e. except the area standing in the name of Govt.), 63/10A, 63/10B, 63/11, 63/12, 63/13, 63/14A, 63/148, 63/148/1, 63/15A, 63/158, Mouje Ambegaon Budruk, Pune within the Registration Sub-Dist. Taluka Haveli, Dist. Pune and within the limits of Gram Panchayat Ambegaon Budruk and the same is detailed as under-



Sr. No.	Survey No.	Area Subject of opinion H =Are	Total Area H = Are
1.	63/6	0=08	00 = 08
2.	63/10A	0=2.5	00 = 2.5
3.	63/108	0=2.5	00 = 2.5
4.	63/11	0=13	00 = 13
5.	63/12	0=10	00 = 10
6.	63/13	0=24	00 = 24
7.	63/14A	0=13	00 = 13
8.	63/148/1	0=04	00 = 04
9.	63/15A	0=09	00 = 09
10.	63/148	0=09	00 = 09
11.	63/2/1	0=40	00 = 45
12.	63/2/3	0=11	00 = 11
13.	63/2/4	0=14	00 = 42
14.	63/2/5	0=08	00 = 08
15.	63/5/2	0=34	00 = 34
16.	63/3	0=62	00 = 62
17.	63/4	0=37	00 = 37
18.	63/4/1	0=24	00 = 24
19.	63/5/1	0=27	00 = 27
20.	63/6/1	0=43.75	00 = 51
21.	63/15 8	0= 09	00 = 09

8] I had issued Title Opinions in respect of the captioned property on 05.08.2009, 30.4.2010, 10.8.2010, 20.02.2012, 19.08.2014 and 19.10.2015 after perusing the documents mentioned therein. The said documents at that time were returned by me along with the said Title Opinions. The Title Opinion dt. 19.10.2015 is now shown to me without however the documents mentioned therein. Copies of the documents pertaining to the transactions thereafter in respect of the captioned property are now shown to me. I am therefore giving this Title Opinion relying on my Title Opinion dt.19.10.2015 and relying on the same.



C] S. No 63/2/1, 63/2/3, 63/2/5 :

- a] It appears from the 7/12 extracts that land bearing S.No.63/2/1 admeasuring 1 Acre 4 Gunthas since before 1954 belonged to Shri Sopana Shripati Wasvand and Shri. Kondiba Mahadu Pawar each holding equal i.e. 8 Anna share and lands bearing S.No.63/2/3 admeasuring 11 Gunthas and S.No.63/2/5 admeasuring 8 Gunthas belonged to Shri Sopana Shripati Wasvand.
- b] It appears from Mutation Entry No.600 dated 06.07.1932 that Shri Shripati Bahiru Wasvand along with other person/s jointly held land bearing S.No.63/2/1 and that he having died on 19.02.1929 the name of his son Sopana was mutated in 7/12 record as the only heir by the said mutation entry.
- c] It appears from Mutation Entry No.926 dated 12.12.1945 that Bhagubai Kom Mahadu Pawar was joint owner of S.No.63/2/1 and upon application of her son Kondiba her name was deleted and the name of Kondiba Mahadu Pawar was mutated in 7/12 record by the said mutation entry.
- d] It appears from Mutation Entry No.1071 dated 09.12.1952 that Shri Koncliba Mahadu Pawar gave on lease his undivided 1/2 share to Shri Mahadev Vishnu Bhadane and his name was accordingly mutated in other rights in 7/12 record by the said mutation entry.
- e] It appears from Mutation Entry No.1221 dated 10.05.1957 that since the tenant Shri Mahadev Vishnu Bhadane was not cultivating the said land and was not in possession since past four years his name was deleted from other rights in the 7/12 record by the said mutation entry.
- f] It appears from Mutation Entry No.2701 dated 18.11.1984 that Shri. Sopana Shripati Wasvand expired in the year 1969 leaving behind him his sons- Vithoba and Shantaram, and two married daughters- Soni, Sonabai, Narayan Pinian and Manubai Baburao Chavan as his only legal heirs, his wife having predeceased him. The names of Vithoba and Shantaram were mutated in the 7/12



record as the holders vide the said mutation entry and the names of married daughters were mutated in the other rights column.

- g) It appears from Mutation Entry No.4055 dated 18.07.1988 that Shri Kondiba Mahadu Pawar expired on 15.01.1988 leaving behind him his widow-Smt. Chandrabhagabai, two sons - Bhausahab and Machhindra and one daughter - Kum. Shakuntala Kondiba Pawar as his only legal heirs. Accordingly their names were mutated in 7/12 record vide the said mutation entry.
- h] It appears from Mutation Entry No.5441 dated 01.08.1991 that Shri. Shantaram Sopana Wasvand expired on 16.11.1990 leaving behind him his widow - Smt. Sarubai, sons - Bapu and Sharad and one married daughter Smt. Sangita Suryakant Beldare as his only legal heirs. The names of the said heirs were mutated in 7/12 record vide the said mutation entry.
- i] It appears from Mutation Entry No.6158 dated 24.12.1993 that Shri Vithoba Sopana Wasvand expired on 19.07.1993 leaving behind him his widow - Smt. Shantabai, sons - Dattatray and Natha and one married daughter Smt. Ranjana Dattatray Charvad as his only legal heirs. The names of the said heirs were mutated in 7/12 record vide the said mutation entry.
- j] It appears from Mutation Entry No.13736 dated 14.11.2006 that Ranjana Dattatray Charvad died on 10.01.1999 leaving behind her husband - Dattatray Dnyanoba Charvad, sons - Sampat and Jaydeep and one married daughter- Rekha Kishor Dhamishthe as her only legal heirs and their names have been mutated in the 7/12 record vide the said mutation entry.
- k] It is seen from Mutation Entry No. 13924 dated 11.05.2007 that Smt. Sarubai Shantaram Vasvand expired on 01.03.1993 leaving behind her, her sons- Bapu and Sharad and one married daughter Sangita Suryakant Beldare as her only legal heirs. The names of the said heirs were mutated in 7/12 extract by said mutation entry.



- l] It is seen from Mutation Entry No. 16746 dated 08.11.2011 that Sonabai Narayan Pinjan expired on 01.06.1999 leaving behind her, her son Shivaji and one married daughter- Ranjana Rajaram Kurhade as her only legal heirs. The names of the said heirs were mutated in other rights of 7/12 record by the said mutation entry.
- m] It is seen from Mutation Entry No. 16584 dated 05.08.2011 that there was a remark in other rights of 7/12 extract of said property that the said land was subject to section 43 of BTAL Act and that the same shall not be transferred without prior permission of Assistant Collector, Pune. Upon an order passed by Upper Tahasildar, Mulshi, Pune dated passed in RTS/2/APPEAL/133/2011 names of Sou. Alaka Suresh Vasvand, Shri. Santosh Suresh Vasvand, Sou. Bhagyashree Ravindra Bahirat, Sou. Rupali Rahul Laygude, Shri. Uttam Saba Vasvand, Sou. Lata Uttam Vasvand, Shri. Ketan Uttam Vasvand, Shri. Sagar Uttam Vasvand, Shri. Mangesh Uttam Vasvand, Sou. Sunita Ramesh Vasvand, Sou. Kamal Appa Jambhale, Sou. Hirabai Shahaji Beldare were recorded in 7/12 extract for 10 Anne :\$ pai and name of Government was deleted from 7/12 extract. Copy of said order is not given for my perusal.
- n] It is seen from Mutation Entry No. 17021 dated 18.04.2012 and copy of Release Deed dated 03.04.2012 that by Release Deed dated 03.04.2012 Sou. Rajana Rajaram Kurhade released her right, title and interest in the lands bearing S.No.63/2/1, 63/2/2, 63/2/3, 63/2/5 in favour of Shri Shivaji Narayan Pinjan. The said Release Deed is registered at the office of Sub-Registrar Haveli- 17 at Serial No. 3527/2012. Accordingly her name was deleted from 7/12 record by said mutation entry.

D] S. No 63/2/4 (part) :

- a] It appears from Mutation Entry No 869 dated 31.07.1943 and S.No.63/2/4 admeasuring 01 Acre 2 Gunthas since before 1943



belonged to Shri Babu Pandurang Gosavi. It further appears that Babu Pandurang Gosavi died leaving behind him his widow - Chandrabhaga and son - Bajirao as his only legal heirs and the name of Bajirao was mutated in the 7/12 record vide the said mutation entry.

- b] It appears from Mutation Entry No.1104 dated 30.11.1953 that Shri Baba Sawala Wasvand and Shri Aba Sawala Wasvand were the Ordinary Tenants in the said land. Accordingly their names were mutated in the other rights column of the 7/12 record vide the said mutation entry.
- c] It appears from Mutation Entry No.1204 dated 10.05.1957 that Shri Kisan Dagadu Wasvand and Shri Rambhau Maruti Wasvand were cultivating the said land as Tenants and since Shri Baba Sawala Wasvand and Aba Sawala Wasvand were not cultivating for past four years the names of Shri Baba Sawala Wasvand and Aba Sawala Wasvand were deleted and the names of Shri Kisan Dagadu Wasvand and Shri Rambhau Maruti Wasvand were mutated in the other rights column vide the said mutation entry.
- d] It appears from Mutation Entry Nos.1308 dated 07.01.1962 and 1609 dated 10.01.1970 that by an Order No.ALT/49 dated 10.02.1961 under Section 32 G of the Bombay Tenancy and Agricultural Lands Act, 1948 Shri Kisan Dagadu Wasvand and Shri Rambhau Maruti Wasvand were declared deemed purchasers of the said land and accordingly the name of Shri Bajirao Babu Gosavi was mutated in the other rights column and the names of Shri Kisan Dagadu Wasvand and Shri Rambhau Maruti Wasvand were mutated in holder's column and upon payment of the purchase price by Shri Kisan Dagadu Wasvand and Shri Rambhau Maruti Wasvand they were confirmed as holders in the 7/12 record and their names were so mutated and the name of Shri. Bajirao Babu Gosavi was deleted by mutation allotted on New Tenure Term was kept in the other rights column entry no. 1609 dated 10.01.1970. A remark that the land is



of the 7/12 record of the said land vide the said mutation entries. It appears from 7/12 extract that Shri Rambhau Maruti Wasvand had 10 Anna 8 Pai share and Shri Kisan Dagadu Wasvand had 5 Anna 4 Pai share in the said land.

- e] It appears from Mutation Entry No.11344 dated 13.06.2001 that Shri Kisan Dagdu Wasvand expired on 21.02.2001 leaving behind him his wife Smt. Gitabai, two sons - Shri Ramdas Kisan Wasvand and Shri Dilip Kisan Wasvand and two married daughters Sou. Suman Kashinath Akhade and Sou Subhadrabai Bachhu Dangat and Smt. Jijabai Narayan Wasvand, Hanumant Narayan Wasvand and Sou. Bharati Haridas Akhade being the legal heirs of predeceased son - Narayan, as his only legal heirs and their names were mutated in the 7/12 record vide the said mutation entry.
- f] It appears from the 7/12 extract that the name of Govt. is mentioned as holder of 10 Anna 8 Pai share. It is not known if the shares have been divided or not.

E] S. No. 63/3 :

- a] It appears from Mutation Entry No.923 dated 20.11.1946 that since before 1946 the land bearing S.No.63/3 admeasuring 01 Acre 21 Gunthas belonged to Shri Vithoba Mathaji Ranawade and that by Sale Deed dated 29.10.1946 Shri Vithoba Mathaji Ranawade sold the said land to Shri Mahadu Sambhu Wasvand. The name of Shri Mahadu Wasvand was mutated in the 7/12 record vide the said mutation entry.
- b] It appears from Mutation Entry No.1138 dated 24.05.1954 and from Mutation Entry No.1147 dated 07.10.1954 that by Sale Deeds dated 14.04.1952 Shri Mahadu Sambhu Wasvand and Shri Bhika Mahadu Wasvand sold the said land to Shri Nivrutti Sadhu Shinde. The name of Shri Nivrutti Sadhu Shinde was mutated in the 7/12 record vide said mutation entry.
- c] by a Sale Deed dated 05.08.1986 Shri Nivrutti Sadhu Shinde



sold the aforesaid land to Shri Kerba Bhika Wasvand. The name of Shri Kerba Bhika Wasvand was mutated in 7/12 record vide the said mutation entry.

F] S.No.63/4, 63/4/1 and S.No.63/12

- a] It appears from village form no. 7/12 since 1950 that lands bearing S.Nos.63/4 and 63/12 admeasuring 1 Acre 20 Gunthas and 10 Gunthas were originally owned by (1) Shri Shankar Shivram Wasvand, (2) Shri Chander Shivram Wasvand, (3) Shri Kalu Shivram Wasvand (4) Shri Bhau Rama Wasvand, (5) Shri Jayvant Bhau Shelke, (6) Shri Rama Shripati Wasvand, and (7) Mahadu Sambhu Wasvand.
- b] It appears from Mutation Entry No.1731 dated 01.04.1976 that Shri Bhau Rama Wasvand expired in 1971 leaving behind four sons - Chandrakant, Dinkar, Dnyanoba and Jalindar as his only legal heirs, his wife having predeceased him. Accordingly the names of the said heirs were mutated in 7/12 record vide the said Mutation Entry.
- c] It appears from Mutation Entry No.2134 dated 21.10.1981 that Shri Chancrakant Bhau Wasvand expired on 15.09.1980 leaving behind him his wife - Smt. Gaubai, Son - Tulshiram Chandrakant Wasvand and daughter - Sangita as his only legal heirs and their names were mutated in 7/12 record vide the said mutation entry.
- d] It appears from Mutation Entry No.2947 dated 19.10.1985 that Shri. Shankar Shripati Wasvand expired on 18.05.1976 leaving behind him his wife - Smt. Parubai, Son - Bhau, four married Daughters - Savitribai Shripati Dangat, Sushila Mahadu Parge, Malubai/ Malan Dattoba Charvad and Baby Shankar Wasvand as his only legal heirs. Accordingly the names of the said heirs were mutated in 7/12 record vide said mutation entry. It appears that initially in the year 1953-63 the name was mentioned as Shankar Shivram whereas since 1964 it is being mentioned as Shankar Shripati. It appears to be a mistake. It is advised to



P. M. KHIRE
Advocate

obtain an affidavit about the same.
of the 7/12 record of the said land vide the said mutation entries.

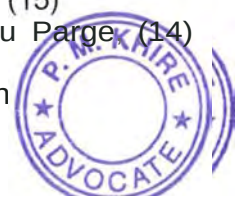
c] It appears from Mutation Entry No.3157 dated 01.01.1987 that

- e) It is seen from Mutation Entry No.3111 dt.17.07.1986 that Shri Shankar Shiva Wasvand expired on 18.05.1976 leaving behind him his widow - Parubai, son - Bhau Shankar Wasvand and daughters - Savitrabai Shripati Dangat, Sushila Mahadu Parage, Malubai Dattoba Charvad and Baby Shankar Wasvand as his only legal heirs. The name of Bhau Shankar Wasvand was mutated in holder column and the names of widow and daughters were mutated in others rights in the 7112 record vide said mutation entry.
- f) It is seen from Mutation Entry No.3114 dt.17.07.1986 that Shri Kalu Shivram Wasvand expired on 21.06.1978 leaving behind him only daughter Kacharabai Kalu Wasvand / Sou. Sangita Balasaheb Mhasurkar as his only legal heir. Her name was mutated in 7112 record vide said mutation entry.
- g) It appears from Mutation Entry No.3115 dated 17.07.1986 that Shri Chander Shivram Wasvand expired in the year 1956 leaving behind him Kacharabai Kalu Wasvand / Sou. Sangita Balasaheb Mhasurkar and Bhau Shankar Wasvand as his only legal heirs. The names of the said legal heirs were mutated in the 7112 extract vide said mutation entry.
- h) It is seen from Mutation Entry No.3116 dated 17.07.1986 that Shri. Jaywant Bhau Shelke expired on 13.11.1976 leaving behind him two sons - Saban and Dattu as his only legal heirs. The names of the said heirs were mutated in the 7112 record vide said mutation entry.
- i] It appears from Mutation Entry No.3117 dated 17.07.1986 that Shri. Rarna Shripati Wasvand expired on 12.01.1931 leaving behind him brother Shri Sadhu Shripati Wasvand, Vithoba and Shantaram heirs of Late Sopana Wasvand, as his only legal heirs. The names of the said legal heirs were mutated in the 7112 record vide said mutation entry.
- j) It appears from Mutation Entry No.3437 dated 10.06.1987 that by a Sale Deed dated 31.12.1986 (i) Shri Bhau Shankar

Savitrabai Shripati Dangat, (iv) Smt. Sushilabai Mahadu Marane, (v) Smt. Malan Dattoba Charwad, (vi) Smt. Baby Vasant Parge, (vii) Shri Baban Jaywant Shelke, (viii) Shri Dattu Jaywant Shelke, (ix) Shri Sahadu Shripati Wasvand, (x) Shri Shantaram Sopan Wasvand, (xi) Shri Vithoba Sopan Wasvand, (xii) Smt. Gaubai Chandrakant Wasvand (for herself and as a natural guardian of Tulshiram and Sangita), (xiii) Shri Dinkar Bhau Wasvand and (xiv) Shri Dnyanoba Bhau Wasvand sold S.No.63/12 to Shri Jalindar Bhau Wasvand and his name was mutated in the 7/12 record vide the said mutation entry.

k] It appears from Mutation Entry No.4192 dated 04.10.1988 that by a Sale Deed (date not legible) (1) Shri Bhau Shankar Wasvand, (2) Kacharabai Kalu Wasvand alias Sou. Sangita Balashheb Mhasurkar, (3) Shri Dattu Jaywant Shelke, (4) Shri Sadhu Shripati Wasvand, (5) Shri Shantaram Sopana Wasvand, (6) Shri Vithoba Sopana Wasvand, (7) Parubai Shankar Wasvand, (8) Savitrabai Sripati Dangat, (9) Sushilabai Mahadu Parge, (10) Malan Dattoba Charvad and (11) Shri Baban Jaywant Shelke sold a portion admeasuring 24 Are out of S.No.63/4 to Shri Aba Babu Wasvand. The portion sold was given S.No.63/4/1 and the owners retained the portion admeasuring 37 Are bearing S.No.63/4. Accordingly the name of Shri Aba Babu Wasvand was mutated in the 7/12 record of S.No.63/4/1 vide the said mutation entry.

l] It appears from Mutation Entry No.4268 dated 03.11.1988 that by a Sale Deed dated 19.12.1986 (1) Shri Baban Jaywant Shelke, (2) Shri Dattu Jaywant Shelke, (3) Shri Sadhu Shripati Wasvand, (4) Shri Shantaram Sopana Wasvand, (5) Shri Vithoba Sopana Wasvand, (6) Gaubai Chandrakant Wasvand, (7) Shri Tulshiram Chandrakant Wasvand, (8) Sangita Chandrakant Wasvand, (9) Shri Dinkar Bhau Wasvand, (10) Shri Dnyanoba Bhau Wasvand, (11) Shri Jalindar Bhau Wasvand, (12) Savitrabai Shripati Dangat, (13) Shushilabai Mahadu Parge, (14) Wasvand, (ii) Smt. Parubai Shankar Wasvan



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Advocate

Baby Shankar Wasvand alias Baby Vasant Parge and

Malan Dattoba Charvad sold S.No.63/4 to Shri Bhau Shankar Wasvand and Smt. Parubai Shankar Wasvand. Their names were mutated in 7/12 record vide the said mutation entry.

- m] It appears from Mutation Entry No.6946 dated 12.07.1996 that Shri. Jalindar Bhau Wasvand expired on 16.06.1995 leaving behind him his wife - Smt. Shalan, son - Sachin Jalindar Wasvand and daughters - Sarika and Manisha as his only legal heirs. Accordingly the names of the said legal heirs were mutated vide the said mutation entry.
- n] It appears from Mutation Entry No. 9351 dated 13.08.1998 that Shri Bhau Shankar Wasvand and Kacharabai Kalu Vasvand / Sou. Sangita Balasaheb Mhasurkar sold an area admeasuring 8 Are out of 37 Are to Sou. Vimal Dattatray Wasvand by a registered Sale Deed. The name of Sou. Vimal Dattatray Wasvand was mutated in 7/12 record vide said mutation entry.
- o] It appears from Mutation Entry No.1336 dated 24.07.1962 that Shri Shankar Shivram Wasvand had taken loan from Ambegoan Society on 31.05.1952. Accordingly the said charge was kept in the 7/12 record vide the said mutation entry. From Mutation Entry No.6083 dated 13.10.1993 it appears that the said charge was deleted being Pokalist.

G] S. No. 63/5/1 :

- a] It is seen from 7/12 extract of the year 1943-44 to 1952-53 that land bearing S.No.63/5/1 admeasuring 27 Gunthe since prior to 1943-44 belonged to Shri. Sakharam Laxman Vasavand and his name was mutated in 7/12 record thereof as such.
- b] It is seen from Mutation Entry No. 1057 dated 20.01.1952 that S.No.62/t;/1 was held to be a fraction under the Prevention of Fragmentation Act and an endorsement to that effect was made in the other rights in 7/12 record by the said mutation entry.
- c] It is seen from Mutation Entry No.13735 dated 14.11.2006 that Shri. Sakharam Laxman Vasavand expired on 30.08.1989 leaving behind him his sons - Anant, Vijay, Dattatray



daughters - Shantabai Bajirao Charawad, Kamal Vasant Walhekar, Rakhamabai Shankar Pokale and Vimal Raghunath Patole as his only legal heirs, his wife having already expired and their names were mutated in 7/12 record thereof by the said mutation entry.

H] S.No.63/5/2 :

- a] It appears from Mutation Entry No.782 dated 01.03.1939 that S.No.63/5/2 formerly belonged to Shri Govinda Gopala Sutar. Shri Govinda Gopala Sutar expired on 27.05.1938 leaving behind him his sons - Babu and Raghu as his only legal heirs. Accordingly their names were mutated in 7/12 record vide the said mutation entry.
- b] It appears from Mutation Entry No.1008 dated 01.06.1949 that Shri Sopan Shripati Wasvand was a Protected Tenant in the said land and his name was mutated in 7/12 record by the said mutation entry in other rights. This mutation entry is not complete.
- c] It appears from Mutation Entry No.1394 dated 23.10.1964 that the 3rd additional Mamlatdar and 4th Agricultural Land Tribunal, Haveli, Pune vide an order No.ALT/37/50,51 Pune, dt.17.01.1963 held that there was no relationship as Landlord and Tenant and therefore the names of Shri Babu and Raghu Govinda Sutar were deleted from the holder's column of the 7/12 record and the name of Shri Rama Marutf Wasvand was mutated in holder's column of the 7/12 record. The name of the Sopan Shripati Wasvand appearing in the other rights column of the 7/12 record was also deleted vide the said mutation entry. As earlier mutation entries are not clear and as the Mutation Entry 1394 remains unchallenged since 1964 i.e. for last 50 years, the same is relied upon.
- d] It appears from Mutation Entry No.1471 dated 04.02.1966 that the Agricultural Land Tribunal, Haveli, Pune vide an order No.



ALT/37/50 dt.17.01.1963 held that there was no relationship as

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Advocate

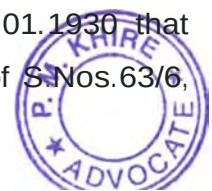
and

leaving behind him his sons - Anant, Vijay, Dattatray



Landlord and Tenant between landowner Raghu Govind Sutar and tenant Sopana Shripati Wasvand and therefore the name Sopana Shripati Wasvand was deleted from the 7/12 record by the said mutation entry.

- e) It appears from Mutation Entry No.1663 dated 28.04.1972 that by Gift DE ed dated 03.04.1972 Shri Rambhau Maruti Wasvand gifted his share in the said land in favour of Shri Baba Sawala Wasvand.
- f) It appears from Mutation Entry No.5401 dated 20.05.1991 that Shri Saba Sawala Wasvand and Damu Aba Wasvand partitioned S.No.63/E/2 along with other lands between themselves holding 8 Anna share each and was so mentioned in 7/12 record by the said mutation entry. It appears that though the said land was acquired by Shri Baba Sawala Wasvand under Gift Deed dated 03.04.1972 the name of Shri Damu Aba Wasvand also was mutated in 7/12 record. The said Partition Deed is said to be registered at Serial No.5694.
- g) It appears from copy of the Development Agreement dated 28.09.2006 that Shri Baba Savala Wasvand expired leaving behind him three sons - Suresh, Uttam and Ramesh and two married daughters Sou. Kamal Anna Jambhale and Sou. Hirabai Shahaji Beldare as his only legal heirs his wife having predeceased him. The names of the said heirs are yet to be mutated in 7/12 record and this report is given subject to the same.
- h) It appears from Mutation Entry No. 13912 dated 24.04.2007 that Damu Wasvand expired on 20.09.2006 leaving behind him his wife - Shakubai, sons - Maruti and Vikram and daughter – Mohini S. Babar as his only legal heirs and their names have been mutated in the 7/12 record vide the said mutation entry.
- i] S.No.63/6, **63/10A, 63/108, 63/11, 63/13, 63/14 and 63/15** :
- a) It appears from Mutation Entry No.546 dated 29.01.1930 that Shri Narnu Rama Wasvand one of the co-owners of S.Nos.63/6,



63/10, 63/11, 63/14 and 63/15 had died and the name of Shri Bhau Rama Wasvand was mutated in 7/12 record of the said lands, he being the eldest brother in the joint family, by the said mutation entry.

- b] It appears from Mutation Entry No. 823 dated 23.05.1941 that since Shri Bhau Rama Wasvand was found cultivating lands bearing S. Nos. 63/8 and 63/11 the name of Krishna Kom Bala Wasvand was deleted and the name of Shri Bhau Rama Wasvand was mutated in 7/12 record by the said mutation entry.
- c] It appears from Mutation Entry No.851 dated 05.04.1943 that name of Shri Bhau Rambhau Wasvand was mutated in respect of S.Nos.63/8 and 63/11 by Mutation Entry No.823 but Shri Tukaram Laxman Wasvand was cultivating half the lands and Shri Bhau IRambhau Wasvand was cultivating half the lands and as there was no partition names of both the persons were mutated in respect of the lands bearing S. Nos. 63/8 and 63/11, each having "1/2 share, by the said mutation entry.
- d] (i) It is seen from the 7/12 extracts that S.No.63/6 admeasuring 01 Acre 18 Gunthas since before 1951 belonged to (1) Shri Bhau Rama Wasvand (6 Anna share), Shri Shankar Rama Wasvand (6 Anna share) and (2) Shri Tukaram Lakshman Wasvand (4 Anna share).
- (ii) It is seen from the 7/12 record that the lands bearing S.No.63/10 admeasuring 5 Gunthas, S.No.63/14 admeasuring 26 Gunthas and S.No.63/15 admeasuring 18 Gunthas since before 1950 belonged to Shri Bhau Rama Wasvand and Shri Shankar Rama Wasvand in equal shares.
- (iii) S.No.63/13 admeasuring 24 Are since before 1951 belonged to Shri Bhau Rama Wasvand.
- e] It appears from Mutation Entry No.1056 dated 09.01.1952 that leaving behind him his wife – Smt. Navabai alias Nevabai and Shri Tukaram Lakshman Wasvand expired on 10.10.1951 his only legal of Bapu

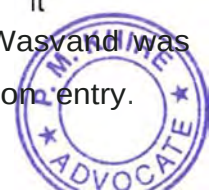
one son – Bapu as

heirs. The name



and 63/11 vide the said mutation entry. However, the name of Navabai also appears to be scored out or deleted from the 7/12 record on 18.08.1953 and the said position continues and her name has not appeared in 7/12 record since then i.e. more than past 60 years. Mutation entry thereof is not available and this opinion is given relying thereon.

- f] It appears from Mutation Entry No.1731 dated 01.04.1976 that Shri Bhau Rama Wasvand expired in the year 1971 leaving behind him his four sons – Chandrakant, Dinkar, Dnyanoba and Jalindar as his only legal heirs. Accordingly the names of the said heirs were mutated in the 7/12 record of aforesaid lands vide the said mutation entry.
- g] It appears from Mutation Entry No.1753 dated 11.04.1977 that Shri Shankar Rama Wasvand expired on 26.01.1977 leaving behind him his wife Smt. Lakshmibai and three married daughters - (i) Sou. Indubai Genba Ranawade, (ii) Sou. Sindhubai Murlidhar Walhekar and (iii) Sou. Malubai Dinkar Shinde as his only legal heirs. It is mentioned in the said mutation entry that as the daughters were married and land was being cultivated solely by Smt. Laxmibai her name alone was mutated in the 7/12 record of S.No.63/6 and 63/9 vide the said mutation entry.
- h] It appears from Mutation Entry No.2134 dated 21.10.1981 that Shri Chandrakant Bhau Wasvand expired on 15.09.1980 leaving behind him his wife Smt. Gaubai, son – Tulshiram and one daughter – Sangita as his only legal heirs. The names of the said heirs were mutated in the 7/12 record vide the said mutation entry.
- i] It appears from Mutation Entry No. 2608 dated 05.03.1984 that by a Salte Deed dated 25.11.1983 Smt. Lakshmibai Shankar Wasvand sold her 6 Anna share in S.No.63/6 to Shri Jalindar Bhau Wasvand. The name of Shri Jalindar Bhau Wasvand was mutated in the 7/12 record vide the said mutation entry.



through his mother was mutated in 7/12 record of S.Nos.63/6
47

appears that to the said Sale Deed daughters of Late Shankar Wasvand have not been joined as the Consenting Party or the Vendors. As stated herein below the said daughters have relinquished / joined in the later documents.

- j] It appears from Mutation Entry No.3311 dated 22.03.1987 that by a Sale Deed dated 27.11.1986 Smt. Laxmibai Shankar Wasvand sold her "1/4 share in the lands bearing S.Nos.63/9, 63/10, 63/14 and 63/15 to Sou. Malubai Dinkar Shinde, 8hau Dinkar Shinde, Kaluram Dinkar Shinde and Shivaji Dinkar Shine. The areas sold were given S.Nos.63/98, 63/108, 63/148 and 63/158 and the remaining portions continuing with the original owners were given S.Nos.63/9A, 63/10A, 63/14A and 63/15A.
- k] It appears from Mutation Entry No.5839 dated 20.07.1992 that by a registered Partition Deed made on 11.05.1992 Shri 8apusaheb Tukaram Wasvand, Shri Dinkar 8hausahab Wasvand, Shri Dnyanoba 8hausahab Wasvand, Shri Jalindar 8hausahab Wasvand, Smt. Gaubai Chandrakant Wasvand, Shri Tulshiram Chandrakant Wasvand and Kum. Sangita Chandrakant Wasvand partitioned lands bearing S.No.63/6, 63/8 and 63/11, whereafter a portion admeasuring 51 Are was given S.No.63/6/1 and remaining portion admeasuring 8 Are was given S.No.63/6. It appears from the Development Agreement dt.24.08.2006 that in lieu of his share in various lands which were also :the subject matter of partition land admeasuring 51 Are beari9 S.No.63/6/1 was given to the share of 8apusaheb Wasvand.
- l] It appears from Mutation Entry No.5893 dated 03.10.1992 that by a Sale Deed dated 03.09.1992 Sou. Malubai Dinkar Shinde and her minor children 8hau, Kaluram, Shivaji sold the portion admeasuring 4 Are out of S.No.63/148 to Shri Jalindar 8hau Wasvand and the said portion was given S.No.63/148/1. The name of the said purchaser was mutated in 7/12 record accordingly.



- m] It is seen from the copy of the Release Deed dated 29.08.2006 that Smt. Sindhubai Murlidhar Walhekar expired leaving behind her daughter Jayashree Dattatray Doundkar as her only legal heir. It is further seen from the copy of the Release Deed that by the said Release Deed dated 29.08.2006 Sou. Indubai Genba Ranawadel, and Smt. Jayashree Dattatray Doundkar had already released their respective interest in S. Nos. 63/6, 63/12, 63/14A, 63/148/1 and 63/15A in favour of Sou. Malubai Dinkar Shinde and had executed the said document by way of confirmation of such release. The said Release Deed is registered at the Office of the Sub-Registrar Haveli – XX at Serial No.6399/2006.
- n] It appears from Mutation Entry Nos.13781 dated 16.12.2006 and 16397 dated 14.05.2011 that Shalan Jalinder Wasvand died on 13.09.2006 leaving behind her son Sachin and daughters Sarika and Manisha as her only heirs and their names were mutated in 7/12 record by the said mutation entry.
- o] It appears from Mutation Entry No.1331 dated 17.07.1962 that Bapu Tukaram Wasvand had taken a loan from Ambegaon Society on 19.06.1962. The said charge was kept in the other rights columns of the 7/12 record vide the said mutation entry. From Mutation Entry No. 6083 dated 13.10.1993 it appears that the said charge was deleted being Pokalist.

J] (i) It is seen from the various Development Agreements which are registered at the Office of the Sub – Registrar Haveli – XX that by the said Development Agreements different owners mentioned above granted development rights in the captioned lands to M/s Amit Enterprises. The said Development Agreements are detailed as under:-

Sr. No	S. No.	Total Area H=Are	Name of the Vendor	Development Agreement Date and Reg. No.
1.	63/6, 63/11'	0=08 0=13	Shri. Dinkar Bhau Vasvand, Sou. Sakhubai Dinkar Vasvand, Shri:Dilip Dinkar Vasvand,	24.08.2006 6295/2006

	63/12, 63/13, 63/14A, 63/148/1' 63/15A	0=10 0=24 0=13 0=04 0=09	Mangal Dattatray Jamdar, Shri. Dnyanoba Bhau Vasvand, Sou. Changunabai Dnyanoba Vasvand, Shri. Rajendra Dnyanoba Vasvand, Smt. Minakshi Sunil Vasvand, Shri. Ashok Dnyanabo Vasvand, Shri. Nandu Dnyanoba Vasvand, Smt. Gaubai Chandrakant Vasvand, Shri. Tulshiram Chandrakant Vasvand, Sou. Suvarna Tulshiram Vasvand, Sou. Sangita Ramesh Rajguru, Kum. Anjana Chandrakant Vasvand, Smt. Shalan Jalindar Vasvand, Shri. Sachin Jalindar Vasvand, Sou. Sarika Nanasaheb Mate, Kum. Manisha Jalindar Vasvand	
2.	63/148 63/158	0=09 0=09	Smt. Malubai Dinkar Shinde, Shri Bhau Dinkar Shinde Sou. Alka Bhau Shinde, Shri. Kaluram Dinkar Shinde, Sou. Suman Kaluram Shinde, Shri. Shivaji Dinkar Shinde, Sou. Sangita Shivaji Shinde, Indubai Genba Ranavade, Sou. Jayashree Dattatray Daundkar	29.08.2006 6402/2006
3.	63/2/1' 63/2/3, 63/2/4, 63/2/5, 63/5/2	0=40 out of 45 Are 0=11 0=14 out of 42 Are 0=08 0=34	Smt. Shantabai Vithoba Vasvand, Sou. Rekha Kishor Dhamishte, Shri. Jaydeep Dattatray Charavad, Shri. Sampat Dattatray Charvad, Shri. Dattatray Vithoba Vasvand, Sou. Kanta Dattatray Vasvand, Shri. Anil Dattatray Vasvand, Shri. Sunil Dattatray Vasvand, Shri. Sameer Dattatray Vasvand, Shri. Natha Vithoba Vasvand (for self and as guardian of minors, Sachin and Sagar), Sou. Babita Natha Vasvand, Shri. Bapu Shantaram Vasvand (for self and as guardian of minors Shrinath and Nikita), Sou. Anita Bapu Vasvand, Shri. Sharad Shantaram Vasvand (for self and as guardian of minor Aryan), Sou. Sarika Sharad Vasvand, Sou. Sangita Suryakant Beldare, Smt. Manubai Baburao Chavan, Smt. Chandrabhagabai Kondiba Pawar, Shri. Bhausahab Kondiba Pawar (for self and as guardian of minors Ganesh and	18.09.2006 6910/2006



			Suvarna), Sou. Manda Bhausahab Pawar, Shri. Machhindra Kondiba Pawar (for self and as guardian of minors Mayur and Guddi), Sou. Mohini Machindra Pawar, Kum. Shakuntala Kondiba Pawar, Shri. Suresh Baba Vasvand (for self and as guardian of minor Punam), Sou. Alka Suresh Vasvand, Shri. Santosh Suresh Vasvand, Sou. Bhagyashree Ravindra Bahirat, Sou. Rupali Rahul Laygude, Shri. Uttam Baba Vasvand, Sou. Lata Uttam Vasvand, Shri. Ketan Uttam Vasvand, Shri. Sagar Uttam Vasvand, Shri. Mangesh Uttam Vasvand, Shri. Ramesh Baba Vasvand (for self and as guardian of Rohit and Vrushali), Sou. Sunita Ramesh Vasvand, Sou. Kamal Anna Jambhale, Sou. Hirabai Shahaji Beldare, Smt. Gitabai Kisan Vasvand, Smt. Jijabai Narayan Vasvand, Shri. Hanumant Narayan Vasvand (for self and as guardian of minors Mrunal and Purvesh), Sou. Aruna Hanumant Vasvand, Sou. Bharati Haridas Akhade, Shri. Ramdas Kisan Vasvand, Sou. Malan Ramdas Vasvand, Shri. Somnath Ramdas Vasvand, Sou. Dipali Somnath Vasvand, Sou. Ashwini Rajendra Sanas, Sou. Swati Tanaji Ghate, Shri. Dilip Kisan Vasvand (for self and as guardian of minors Rohan, Sheetal and Sarika), Sou. Anjana Dilip Vasvand, Shri. Damu Aba Vasvand, Sou. Shakubai Damu Vasvand, Shri. Maruti Damu Vasvand (for self and as guardian of minors Aniket and Vaishnavi), Sou. Rupali Maruti Vasvand, Shri. Vikram Damu Vasvand, Sou. Aruna Vikram Vasvand, Sou. Mukatabai Hanumant Akhade, Sou. suman Kashinath Akhade, Sou. Subhadrabai Bachhu Dangat, Sou. Mohini Shreenath Babar	
4.	63/3	0=62	Shri. Kerba Bhikaji Vasvand, Shri. Jaysing Bhikaji Vasvand, Smt. Bebi Hiranman	08.09.2006 6737/2006 

			Vasvand, Shri. Nana Hiranman Vasvand, Alka Bhausaheb Bavkar, Smt. Alpana Manohar Vasvand, Shri. Parkash Manohar Vasvand, Shri. Shivaji Bhikaji Vasvand, Shri. Tanaji Bhikaji Vasvand	
5.	63/4	0=37	Smt. Parubai Shankar Vasvand, Shri. Bhau Shankar Vasvand, Sangita Balasaheb Mhasurkar, Savitribai Shripati Dangat, Sushila Mahadu Parge, Malan Dattoba Charvad, Bebi Vasnt Parge, Sou. Vimal Dattatray Vasvand	04.09.2006 6557/2006
6.	63/4/1	0=24	Shri. Aba Babu Vasvand, Shri. Bapusaheb Tukaram Vasvand, Sou. Sarubai Bapusheb Vasvand, Tarabai Bapusaheb Vasvand,	04.08.2006 6579/2006
7.	63/5/1	0=27	Shri. Anant Sakaram Vasvand, Shri. Vijay Sakharam Vasvand, Shri. Dattatray Sakharam Vasvand, Santabai Bajirao Bajirao Charvad, Kamal Vasnt Valhekar, Rakhmabai Shankar Pokale, Vimal Raghunath Patole and others	02.09.2006 6532/2006
8.	63/6/1	0=43.75 out of total Area 0=51	Shri. Babusaheb Tukaram Vasvand, Sou. Sarubai Bapusaheb Vasvand, Tarabai Bapusaheb Vasvand, Aba Babusaheb Vasvand, Alka Natha Pansare, Shashikala Aba Vasvand, Sou. Shashikala Aba Vasvand.	04.08.2006 6581/2006
9.	63/2/4	0=28 out of total Area 0=42	Suresh Baba Vasavand, Sou. Alka Suresh Vasvand, Santosh Suresh Vasvand, Sou. Bhyagyashree Ravindra Bahirat, Sou. Rupali Rahul Liygude, Shri. Uttam Baba Vasvand, Sou. Lata Uttam Vasvand, Ketan Uttam Vasvand, Sagr Uttam Vasvand, Mangesh Uttam Vasvand, Ramesh Baba Vasvand, Sou. Sunita Ramesh Vasvand, Sou. Kamal Anna Jambhale, Sou. Hirabai Shahaji Beldare, Shri. Damu Aba Vasvand, Sou. Shkubai Damu Vasvand, Maruti Damu Vasvand, Sou. Rupali Maruti Vasvand, Vikram Damu Vasvand, Sou. and Mohini Shrinath Babar	19.09.2006 6917/2006
10.	63/2/1'	0=40 out	Supplementary Agreement- Shri. Dattatray	21.12.2006



	63/2/3, 63/2/4, 63/2/5, 63/5/2	of 45 Are 0=11 0=14 out of 42 Are 0=08 0=34	Dnyanoba Charawad	10006/2006
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(ii) By the said development agreements M/s Amit Enterprises became entitled to develop the captioned lands, construct buildings thereon comprising of independent units and to enter into agreements of allotment / sale in respect thereof with the prospective purchasers.

(iii) By Confirmation Deed dt.29.1.2009 Smt. Sonabai Pinjan confirmed the aforesaid Development Agreement and Power of Attorney which are registered at Serial Nos.6910/2006 and 6911/2006 respectively.

K] It appears from the 7/12 extract and copy of Sale Deed dated 02.05.2008 that by a Sale Deed dated 2.5.2008 (1) a. Shri Dinkar Bhau Vasvand, b. Shri Dilip Dinkar Vasvand, c. Mrs. Mangal Dattatray Jamdar, (2) a. Shri Dnyanoba Bhau Vasvand, b. Shri Rajendra Dnyanoba Vasvand, c. Shri Nandu Dnyanoba Vasvand, d. Shri Ashok Dnyanoba Vasvand, e. Smt. Meenakshi Sunil Vasvand, (3) a. Smt. Gaubai Chandrakant Vasvand, b. Shri Tulshiram Chandrakant Vasvand, c. Mrs. Sangita Ramesh Rajguru, (4) Shalan Jalinder Vasvand (since deceased) through her legal heirs – a. Shri Sachin Jalinder Vasvand, b. Manisha Jalinder Vasvand, c. Mrs. Sarika Baba Mate sold and conveyed the land bearing S.No.63/10A admeasuring an area of 0 Hector 2.5 Are to M/s Amit Enterprises Housing Ltd. Shri Aba Babu Vasvand joined as consenting party to the said sale deed. The said Sale Deed is registered at the Office of the Sub-Registrar Haveli No.4 at Serial No.4496/2008. The name of M/s Amit Enterprises Housing Ltd. was mutated in the 7/12 record vide the mutation entry No.15401 dt.23.11.2009. M/s Amit Enterprises Housing Ltd. is a company and under BTAL Act can not be an agriculturist. u/s 63 of the BTAL Act. Including the land in residential zone is not Therefore, the sale could be only with the permission of the Collector



tantamount to a notification u/s 88.(1) (b) where under a land notified for any industrial use or use other than agriculture can be purchased by a non agriculturist. Merely because director of a company is an agriculturist does not render the company agriculturist, unlike a partnership firm. Director is not the owner of a company. However, it be noted that the name of the company is mutated in 7/12 record without any remark about contravention. About 5 years have lapsed since mutation and in view of the judgments of the Supreme Court of India no inquiry in the legality or illegality of sale would now be possible.

L] It appears from 7/12 extract and copy of Sale Deed that by a Sale Deed dated 12.9.2008 (1) Smt. Malubai Dinkar Shinde, (2) a. Shri Bhau Dinkar Shinde (for self and as legal guardian of minors – Sani, Munni, Sana), b. Mrs. Alka Bhau Shinde, (3) a. Shri Kaluram Dinkar Shinde (for self and as legal guardian of Shubham), b. Mrs. Suman Kaluram Shinde, (4) a. Shivaji Dinkar Shinde, b. Mrs. Sangita Shivaji Shinde, sold and conveyed the land bearing S.No.63/10B admeasuring an area of 0 Hecter 2.5 Are to M/s Amit Enterprises Housing Ltd. The said Sale Deed is registered at the Office of the Sub-Registrar Haveli No.9 at Serial No.7164/2008. The name of M/s Amit Enterprises Housing Ltd. was mutated in the 7/12 record vide the mutation entry No.15400 dt.23.11.2009. Comments about sale made in the earlier mentioned paragraph would also apply in this instant.

M] It is seen from Mutation Entry No. 17069 dated 22.05.2012 and copy of Sale Deed dated 27.04.2012 that by Sale Deed dated 22.05.2012 Shri. Bhau Dinkar Shinde, Smt. Malubai Dinkar Shinde, Sou. Alka Bhau Shinde, for self and as natural guardian of her children Sunny, Muni and Sana, Shri. Kaluram Dinkar Shinde, Sou. Suman Kaluram Shinde, for self and as natural guardian of her son Shubham, Shri. Shivaji Dinkar Shinde, Indubai Genba Ranvade, Sindhubai Murlidhar Walhekar and Swapnil Subhash Mate sold said Sale Deed is registered at the Office of Sub Registrar Haveli-4 at S.No.63/14B and 63/158 to M/S Amit Enterprises Housing Ltd. The



Serial No. 4214/2012 and name of the said purchaser is mutated in 7/12 extract by the said mutation entry. Comments about sale made in the earlier mentioned paragraphs would also apply in this instant.

N] It is seen from Mutation Entry No. 17677 dated 25.06.2013 that Sou. Manubai Baburao Chavan expired on 20.02.2013 leaving behind her son Namdeo and married daughter Sunder Mahadeo Bibave as her only legal heirs. The names of the said heirs were mutated in other rights of 7/12 record of S. Nos. 63/2/1, 63/2/2, 63/2/3, 63/2/5 in accordance with an order dated 09.01.2015 passed in objection SR/161/2013 by the said mutation entry.

O] Public Notices in respect of the captioned lands have been issued by me, which are detailed as under-

S.No.	News Paper	Date
63/3, 63/4, 63/4/1' 63/5/1' 63/6, 63/6/1' 63/10A, 63/11, 63/12, 63/13, 63/14A, 63/15A, 63/14B, 63/158	Prabhat	11.07.2006
63/148/1' 63/2/1' 63/2/3, 63/2/4, 63/2/5, 63/5/2	Prabhat	08.08.2006

To the said Public Notices I have not received any objection.

P] It appears from the Zone Certificate dt.18.08.2006 that S.No.63 is designated in Residential Zone.

Q] It appears from the copies of development agreements that the respective holdings of the owners were within the prescribed limit as per the Urban Land (Ceiling & Regulation) Act, 1976 and this report is given relying upon the same. It therefore appears that the owners had question of land being declared surplus and acquired, or exempted u/s 20 of the said Act. The said Act has now been repealed by the Urban



Land (Ceiling & Regulation) Repeal Act, 1999 with effect from 30.11.2007.

R] a] Section 7 of the Fragmentation Act prohibits transfer of a fragment except to the owner of a contiguous survey number. As per section 54 of the Transfer of Property Act agreement does not create any interest in the property and cannot be called a transfer. Thus there is no prohibition for entering into any agreement in respect of a fragment, which agreement would include a Development Agreement also.

b] Some of the lands are purchased by M/s. Amit Enterprises Housing Limited and no permission appears to have been obtained for such purchase. Those purchases are of the years 2009, 2010, 2012 and name of the said company was mutated in 7/12 record, without any remark about there being any violation of section 63 of BTAL Act. More than 2 years have lapsed and according to the judgment of the Supreme Court action for deciding validity thereof is to be taken within reasonable time by revenue authorities. By the said judgments itself it is clear that reasonable time has lapsed without any action by the Govt. It therefore follows that the revenue authorities hereafter cannot take action for declaring such sales as invalid.

S] (i) It is seen from the above that the captioned property was ancestral in the hands of above mentioned former owners and was held as belonging to their/ his Hindu Undivided Family. The necessity for transfer is mentioned in the Sale Deeds as mentioned above. In my opinion, in case of Joint Hindu Family property Karta and guardian has right to sell the family property including interest of the minor and permission of the Court as contemplated u/s 8 of the Hindu Minority and Guardianship Act, 1956 is not necessary as the said section is not applicable to the Joint Hindu Property. My opinion is based on AIR 1983 Karnataka page 222. The said case also refers to various decision in the case of Gangoji Rao Vs. H. K. Channappa reported in



other reported decisions. As per the said Judgments and actually as per sections 6, 8 and 12 of the Hindu Minority and Guardianship Act, 1956, Section 8 is not applicable to Joint Family Property and even Court has no jurisdiction to give permission for sale of the minor's undivided interest in the joint family property even if applied for. In case of Joint Family Property guardian of the minor alone has right to sell the minor's undivided share. Section 6 of the said Act clearly excludes undivided share of minor in 'joint family property'. Section 12 prohibits Courts to appoint guardian in case of joint family property. The above quoted decision makes the distinction clear that the words 'joint family property' used in Hindu Minority and Guardianship Act have larger meaning and are not restricted to only HUF properties. Thus in any case HUF properties are excluded from the purview of the Hindu Minority and Guardianship Act, 1956.

(ii) Here reference to the decision of the Supreme Court in the case of Saroj Vs. Sunder Singh & others in Civil Appeal no.10582 of 2013 decided on 25.11.2013 has to be made. Facts in the above case are as follows - On the demise of father of the Appellant property devolved on mother and three daughters and mother sold the property as natural guardian on behalf of minors. One of the daughters challenged the sale claiming that without permission of the Court under section 8 of the Hindu Minority and Guardianship Act, 1956 sale was not legal. Hon'ble Supreme Court held that since each of the owner had defined 1/4th undivided share permission for sale of minor's undivided interest was necessary and hence sale was voidable. Thus in the above case property was not of the HUF as all persons were women. Further as per Hindu Law during the existence of the HUF no definite share to any member can be allotted as property is held as moiety/pool. As facts are different, in my opinion the decision of the Supreme Court in the case of Saroj Vs. Sunder Singh is not applicable. Further in my opinion the said case - Saroj Vs. Sunder Singh & others is not applicable here as the captioned Hindu Minority and Guardianship Act is not applicable but apart from power property was that of HUF and hence not only Section 8 of the Hindu



of guardian, Karta and Manager has added powers to dispose off the HUF properties and in view of and relying upon the necessity shown in the sale deeds and Declaration cum Indemnity Bond I am of the opinion that the transaction done is legal.

(iii) The transactions regarding the captioned lands are prior to the judgment of the Supreme Court mentioned above. The said judgment is not given retrospective operation. The judgments till then ruling the aspect of minors was then not overruled by any judgments and governed the field.

5. a] A Joint layout of S.No.62 Hissa No.3/4, 58, 68, 6A, 7/1, 8, S.No.63 Hissa No.6, 6/1(part), 108, 10A, 11, 12, 13, 14A, 148, 148/1, 15A, 158, 3, 4, 4/1, 2/1(part), 2/3, 2/4(part), 2/5, 5/2, 5/1, S.No.56 Hissa No.2(part), 3A, 4, 18, 38, 1A, Ambegaon Budruk, Tal. Haveli, Dist. Pune was sanctioned and N.A. permission therefor given under No.PMH/NA/SR/248/08 dt.17.4.2010 and No.PMH/NA/SR/296/2010 dt.6.9.2010, which was revised under No. PMH/NA/SR/248/08 dated 17.04.2010 and further revised under No. PMH/NA/SR/489/12 dated 12.11.2012 and NABP/mouje Ambegaon (8)/ tal Haveli S. No. 56(pt), 62(pt), 63 (pt)/SSP/2298 dated 11.04.2014.

b] By permission bearing No.1403 dated 09.09.2015 of Pune Mahanagar Pradesh Kshetra Vikas Pradhikaran, Pune (PMRDA) granted revised permission for the said lands bearing S.Nos.56 (part), 62 (part) and 63 (part) for the area of 71875.00 Sq.mtrs. and permitted the construction of the buildings as per the sanctioned plans.

6. As constitution of the partnership firm - M/s Amit Enterprises has been changed into that of a company named 'Amit Enterprises Housing Ltd.' by registering it under Part IX of the Companies Act, 1956, as per Section 575 of the said Act, there has occurred statutory vesting of title of all properties, movable and immovable (including actionable claims) and all estate and interest of the firm M/s Amit



Enterprises in the newly incorporated company - Amit Enterprises Housing Ltd., without any need for separate conveyance or deed of transfer.

7. It is seen from the letter of the ICICI Bank dated 02.08.2012 that Amit Enterprises Housing Ltd. had obtained a financial assistance from the said Bank. The said ICICI Bank in its said letter has confirmed that the said amounts disbursed to Amit Enterprises Housing Ltd. has been fully repaid and that there are no dues outstanding.

8. It is seen from the copy of Deed of Re-Conveyance dated 17.01.2015, which is registered at the Office of the Sub Registrar Haveli 4 at Serial No.778/2015 that M/s Amit Enterprises Housing Limited availed loan from Kotak Mahindra Bank Limited vide Indenture of Mortgage dated 11.07.2011 registered at the Office of the Sub Registrar at Serial No.6918/2012. The said loan have been fully repaid by M/s Amit Enterprises Housing Limited and executed Deed of Re-Conveyance on 17.01.2015.

9. M/s Amit Enterprises Housing Ltd. has filed Sp.C.S.No.168/2014 against some of the owners of S.No.63/2/1, 63/2/3 and 63/2/5 namely Dattatray Vithoba Waswand, his wife and three sons seeking injunction against them. It is seen therefrom that the said Dattatray Waswand had not revealed interest in the property of his sister late Smt. Sonabai Narayan Pinjan and for clearing the title Amit Enterprises Housing Ltd. was required to purchase the share of the said lady from her heirs and incurr expenditure. Amit Enterprises Housing Ltd. therefore gave notice to Dattatray Waswand on 29.03.2012 requiring him to pay the amount which was disputed by Dattatray Waswand and his family members. Dispute arose and therefore Amit Enterprises Housing Ltd. has filed above stated suit for injunction and the same is pending.



10. a] It is seen from the Deed of Simple Mortgage dated 29.09.2014, which is registered at the Office of the Sub Registrar Haveli No.22 at Serial No.8533/2014 that M/s Amit Enterprises Housing Ltd. has mortgaged the captioned property along with land bearing S.No.54(part), Mouje Undri, Pune to M/s Dewan Housing Finance Corporation Ltd. (DHFL) and has availed of Project Loan. Amit Enterprises Housing Ltd. thereafter repaid the said loan amount to Dewan Housing Finance Corporation Ltd. (DHFL) and the said company has accordingly certified that there are no dues by its letter bearing No.DHFL/2015-16/PF/KAIM/506 dated 17.06.2015.
- b] It is seen from the copy of Indenture of Mortgage dated 18.06.2015 which is registered at the Office of the Sub Registrar Haveli No.4 at Serial No.7269/2015 that Amit Enterprises Housing Ltd. has mortgaged the captioned property to ICICI Bank Limited and has availed of Project Loan.
- c) It is seen from the letters dated 17.12.2016 and 11.04.2017 of Amit Enterprises Housing Ltd. that Amit Enterprises Housing Ltd. has mortgaged the said property with ICICI Bank, Pune. Except the said charge it has not created any encumbrance/ mortgage on the said property or on the remaining flats/units in the said building/s. Amit Enterprises Housing Ltd. has filed Sp.C.S.No.168/2014 against Shri Dattatray V. Waswand, his wife and three sons for injunction and the same is pending. No other case/dispute is pending regarding the said property. It is further seen from the said letter of Amit Enterprises Housing Ltd. that it has agreed to sell various units as mentioned in its above referred letter.

11. I caused the search of Index No.II registers at the office of the Sub-Registries for the last 30 years in respect of the captioned charge of encumbrance was found recorded from the available registers. On the basis of the same and on the basis of the documents, property and no document evidencing any subsisting mortgage,

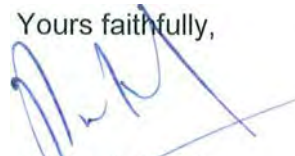


P.M. KHIRE
Advocate

given for my perusal and subject to the charge of ICICI Bank, Pune, and subject to whatever stated hereinabove, I am of the opinion that the title of the owners and that of Amit Enterprises Housing Ltd. as a developer to the captioned property is clean, clear and marketable without any other encumbrance whatever.

All the documents are returned herewith.

Yours faithfully,



[P. M. KHIRE]
ADVOCATE

