

Ushatai M. Nale (BALLB .LLM)

Advocate

Jijau Niwas, Plot no.34, Gut no.323/2, Shirgaon Road, Somatane, Pune – 410506, Email: inalcusha@gmail.com, Tel: +91 9922374256/ +91 9730684256

FORMAT – A (CIRCULAR: 28/2021)

1. **FLOW OF TITLE:**
 - 1.1 That the agricultural land admeasuring about 0 H. 40 R., Out of that 0 H 24 R was owned and possessed by Mr. Bhagwan Khanderao Hole and 0 H 16 R was owned and possessed by Mr. Ganpat Shankar Kharat in Gut no 135/1 (old G.No 135) of village Jalochi, Tal – Baramati, Dist,Pune and their names were mutated on 7/12 extract vide Mutation Entry No. 4170.
 - 1.2 That the Mr. Mr. Bhagwan Khanderao Hole and Mr. Ganpat Shankar Kharat have sold out entire land i.e 0 H 40 R to Mr. Vitthal Kisan Yadhav by the way of registered sale deed which was registered in sub Sub Registrar office, Baramati at Sr.no 2741/2001 on dt.22/06/2001, hence by virtue of said sale deed Mr. Vitthal Kisan Yadhav became legal and absolute owner of said land Accordingly their names were mutated on 7/12 extract vide Mutation Entry No. 9305.
 - 1.3 Then thereafter Mr. Vitthal Kisan Yadhav has sold the said land to Mr.Ranjit Ashokrao Taware vide Sale Deed dated 03.10.2007. Which is duly registered in the office of Sub Registrar Baramati, at Serial No. 6769/2007. Accordingly, their names were mutated on 7/12 extract vide Mutation Entry No.14340.
 - 1.4 Then thereafter the applicant of Gut No 135/2, At Post Jalochi, Tal- Baramati Mr.Ranjit Ashokrao Taware had an actual land admeasuring about 0 H. 39 R + po.kh 00 H.01 R, But due to Computer typing mistake it's been muted as 0 H 39 R. Then the same land area was been updated as 0 H. 40 R by the order of Tahsiltar so.Baramati bearing a number HNO/155/SR/195/2019 Dated 14/03/2019. Accordingly it were mutated on 7/12 extract vide Mutation Entry No. 22556.
 - 1.5 Then thereafter Mr.Ranjit Ashokrao Taware have decided to sold land admeasuring 00 H 39 R + 00 H 01 R out of gut no 135/2 and non-agricultural plot admeasuring 00 H 04 R of east west side out of gut no 136 which was owned and possessed by Mr.Vitthal

Babanrao Malgunde have decided to sold out the said land to Mr. Dadaso hanumant Shinde and Other 13 vide Sale Deed dated 12/04/2019 Which is duly registered in the office of Sub Registrar Baramati, at Serial No. 2201/2019. Accordingly, their names were mutated on 7/12 extract vide Mutation Entry No.22672.

- 1.6 That thereafter Mr.Dadaso Hanumant Shinde & Others had divided the said land into the number of plots and same had been given for to grant the permission for NA and the same application was granted by Chief Officer of Planning Authority of Baramati .bearing a order no. BNP/KARYA/A.RE.P/38/2020 Dated 22/01/2020 and Mr. Dadaso Hanumant Shinde owned a Plot 05 of the above mentioned Gut 135/2 and the same has been muted on 7/12 extract vide Mutation Entry No.23168.
- 1.7 That thereafter, The late Mr. Dadaso Hanumant Shinde leaving behind 1.Mrs.Rohini Dadaso Shinde (wife) 2. Mrs.Shital Abhijit Pawar (Daughter) 3. Mr.Onkar Dadaso Shinde (Son) as his legal heirs. In furtherance of the same his name was mutated on the 7/12 extract vide Mutation Entry No.25946 Dated 02/02/2022 of village Jalochi.
- 1.8 That thereafter in year 2021, that the said Mrs.Rohini Dadaso Shinde 2. Mrs.Shital Abhijit Pawar 3. Mr.Onkar Dadaso Shinde sold the said land to M/s. Vaastu Vishwa Developers Through its partner 1.Mr.mahendra Govind nale 2.Mr.Mahesh Bapu Khomane. 3.Mr.Ganesh Govind Nale vide Sale Deed dated 15.03.2022, which is duly registered in the office of Sub Registrar Baramati-1, at Serial No. 1809/2022 on 15.03.2022. In furtherance of same its name was mutated on the 7/12 extract vide Mutation Entry No.26132.
- 1.9 That in the aforesaid manner the said M/s. Vaastu Vishwa Developers Through its partner 1.Mr.mahendra Govind nale 2.Mr.Mahesh Bapu Khomane. 3.Mr.Ganesh Govind Nale became absolute owner of the said land

2. **SEARCH:**

I have conducted online search of the Index II pertaining to the office of Sub-Registrar Baramati ,for the last 30 years (i.e. from 1992 to 2021) on the date of Search Receipt. From the transactions available online, I have not come across any adverse transactions pertaining to the said land.

3. ASSUMPTIONS:

- 3.1 The Individuals who have executed the documents referred in the Title Report were at that time legally competent to enter into a contract as per the provisions of The Indian Contract Act, 1972.
- 3.2 Other than specifically stated herein there are to amendments to the documents that were perused for the purpose of this opinion.
- 3.3 The consideration agreed for the said land was adequate and in fact fully complied with.
- 3.4 The signature on the documents are the signatures of the Executants so signing the document and that no fraud or mistake has been committed while executing the documents.
- 3.5 The amount of Stamp Duty and Registration Fees paid on the documents are accurate and adequate in all respects and that all these documents have been validly executed and registered as required by the Law at the time of execution and registration thereof.
- 3.6 The Photocopies of the document provided to us for our perusal are the same as the originals.
- 3.7 In cases where no documents were forthcoming and in respect of which information was provided by the Title Holder, we have assumed that such information is factually correct.
- 3.8 In cases where any person/s has/have signed any documents in a representative capacity claiming therein to be partner of any partnership firm, Power of Attorney holder we have assumed that such information is factually correct.
- 3.9 All the persons whose signatures were required in order to validly and effectively transfer the said land had in fact signed such documents.
- 3.10 The other Mutation Entries mentioned on the 7/12 extract are not related to the project land.

4. DISCLAIMERS:

- 4.1 As the revenue records are written in Marathi language, hence we have understood its contents and interpreted the same as it is interpreted in normal legal parlance.

Unless specifically mentioned otherwise, the documents perused by us and mentioned in this opinion are photocopies.

4.2

4.3 The defined terms and expressions are solely for the ease of reading and understanding this opinion.

4.4 It is informed to me that, the documents supplied for scrutiny are genuine and as per the originals and there are no other transactions and/or litigations pertaining to the said property barring the aforesaid, relying upon the same, I have issued the present opinion. I restrict my investigation to verify the title on the available documents and information only.

4.5 This opinion is addressed to the Title Holder alone. This opinion may not be furnished, quoted or relied on by any person or entity others than the Title Holder for any purpose without our prior written consent.

4.6 We have not carried out any searches in any court and have presumed that there is no pending litigation, proceedings, enquiry etc. before any court of law, tribunal, etc. in respect of the said land.

5. **MISCELLANEOUS:**

In no event shall we or myself individually, be liable for any consequential, special, incidental, punitive loss, damage or expenses including without limitation, lost profit, loss of opportunity costs and such like costs to any person, firm, bank or corporation whatsoever and that the maximum liability upon us in relation to the issuance of the present opinion in respect of the said land shall be limited to 30% of the fees received.

6. **OPINION:**

Relying on and after the scrutiny of the aforesaid documents and subject to the aforesaid observations, I am of the opinion that the title of M/s. Vaastu Vishwa Developers Through its partner 1.Mr.Mahendra Govind Nale 2.Mr. Mahesh Bapu Khomane 3. Mr. Ganesh Govind Nale to the said land is valid, clean, clear and marketable subject to whatever has been mentioned herein above.



MRS.USHATAI MAHENDRA NALE

Advocate