



To,  
Maha RERA

LEGAL TITLE REPORT

Subject : Title Clearance Certificate with respect to the land bearing Plot No. 4, having total area admeasuring 1809.82 sq.mtrs., from and out of the land having area admeasuring 57864 sq.mtrs., out of the land bearing Survey No. 138/5, totally admeasuring 06 Hectare, 92 Ares (including barren land admeasuring 01 Hectare, 07 Ares), assessed at Rs. 08.12, lying, being and situate at revenue Village Pashan, Taluka Haveli, District Pune, within the local limit of Pune Municipal Corporation and within the jurisdiction of Sub Registrar, Haveli (Pune) (hereinafter referred as the 'said land').

I) I have investigated the title of the said land on the request of Mr. Nachiket Mahendra Yeole, Director of Edenic Enterprises Private Limited by referring the following documents i.e.:-

a) DESCRIPTION OF THE LAND:

All that separated piece and parcel of land bearing Plot No. 4, having total area admeasuring 1809.82 sq.mtrs., from and out of the land having area admeasuring 57864 sq.mtrs., out of the land bearing Survey No. 138/5, totally admeasuring 06 Hectare, 92 Ares, lying, being and situated at revenue Village Pashan, Taluka Haveli, District Pune, within the local limit of Pune Municipal Corporation and within the jurisdiction of Sub Registrar, Haveli (Pune), which is bounded as follows:-

On or towards the East : By Road and Open Space No. 5,  
On or towards the South : By Amenity Space,  
On or towards the West : By D. P. Road,  
On or towards the North : By Road,



b) THE DOCUMENTS OF ALLOTMENT OF PLOT/LAND:-

- 1) Copy of Deed of Conveyance dated 19/03/2012, which is registered in the office of Sub Registrar, Haveli No. 13 (Pune), at Sr. No. 2414/2012.
- 2) Copy of Supplementary Deed dated 19/03/2012, which is registered in the office of Sub Registrar, Haveli No. 13 (Pune), at Sr. No. 2415/2012.
- 3) Copy of Deed of Confirmation dated 31/12/2012, which is registered in the office of Sub Registrar, Haveli No. 10 (Pune), on 10/01/2013, at Sr.No. 414/2013.
- 4) Copy of Agreement dated 07/04/2014, which is registered in the office of Sub Registrar, Haveli No. 22(Pune), at Sr. No. 3163/2014.
- 5) Copy of Release Deed dated 17/01/2015, which is registered in the office of Sub Registrar Haveli No. 15 (Pune), at Sr. No. 614/2015.
- 6) Copy of Release Deed dated 17/01/2015, which is registered in the office of Sub Registrar Haveli No. 15 (Pune), at Sr. No. 615/2015.
- 7) Copy of Deed of Declaration dated 17/01/2015, which is registered in the office of Sub-Registrar Haveli No. 15 (Pune), at Sr. No. 617/2015.
- 8) Copy of Deed of Declaration dated 17/01/2015, which is registered in the office of Sub-Registrar Haveli No. 15 (Pune), at Sr. No. 618/2015.
- 9) Copy of Power of Attorney dated 17/01/2015, which is registered in the office of Sub-Registrar Haveli No. 15 (Pune), at Sr. No. 620/2015.
- 10) Copy of Sale Deed dated 17/01/2015, which is registered in the office of Sub Registrar Haveli No. 15 (Pune), at Sr.No. 621/2015.
- 11) Copy of Supplementary Deed dated 12/03/2015, which is registered in the office of Sub Registrar Haveli No. 15 (Pune), at Sr. No. 2322/2015.
- 12) Copy of Deed of Declaration cum Confirmation dated 12/03/2015, which is registered in the office of Sub Registrar Haveli No. 15 (Pune), at Sr. No. 2323/2015.





c) The 7/12 extract issued by Talathi dated 03/03/2022 and the Mutation Entries bearing Nos. 380, 711, 1352, 1559, 1919, 2092, 2098, 2835, 2838, 3909, 3366, 3416, 4162, 4899, 4762, 4901, 5790, 6032, 6039, 6074, 6605, 6653, 6674, 6830 and 6839 thereon.

d) Search Report for 30 years from 1992 till 2022.

II) On perusal of above mentioned documents and all other relevant documents relating to title of the said land, I am of the opinion that the title of Kumar Urban Development Private Limited and development rights of Edenic Enterprises Private Limited is clear, marketable and without any encumbrances and they have valid right to develop the said land.

III) Owner of the land is:  
Kumar Urban Development Private Limited

Promoter of the land is:  
Edenic Enterprises Private Limited

a) Qualifying comments/remarks if any - NA-.

IV) The Report reflecting the flow of title of Kumar Urban Development Private Limited and development rights of Edenic Enterprises Private Limited on the said land is enclosed herewith as annexure.

Punc,  
Dated : 07/03/2022,

Encl.: Annexure.



  
Chandrakant Nanekar,  
Advocate.

FLOW OF TITLE OF THE SAID LAND:-

- 1) That the property bearing Survey No. 138/5 was previously standing in the name of Mr. Dhondi Narayan Kumbhar; who has gifted the said property to his grandson Mas. Prakash Namdev Pashankar (minor), through his natural guardian mother Mrs. Bakulabai Namdev Pashankar, by virtue of Gift Deed, dated 23/02/1956, which is registered in the office of Sub Registrar, Haveli No. 2 (Pune), at Sr. No. 199/1956. Pursuant to the same effect has been given to the record of rights of the entire property vide mutation entry no. 1352.
- 2) That as per the application of Mrs. Laxmibai Namdev Pashankar, the name of natural guardian of Mas. Prakash Namdev Pashankar has been changed to Mrs. Laxmibai Namdev Pashankar instead of Mrs. Bakulabai Namdev Pashankar. Pursuant to the same effect has been given to the record of rights of the entire property vide mutation entry no. 1559.
- 3) That in accordance with the Maharashtra State Weights and Measurement Act, 1958 and Indian Coinage Act, 1955, the properties coming under village Pashan have been converted into metric system. Pursuant to the same effect has been given to the record of rights of the entire property, vide mutation entry no. 1919.
- 4) That as per the Order, dated 12/10/1972 issued by the Tahasildar, Pune the encumbrance of Sales Tax along with penalty thereon has been kept in the column of other rights of the entire property. Pursuant to the same effect has been given vide mutation entry no. 2092.
- 5) That the said Mr. Namdev Dhondiba Pashankar has paid the encumbrance of Sale Tax, which was kept on the said property, therefore vide Order No. P/III/R.155/64/65, dated 29/12/1972 issued by the Tahasildar, Pune the





encumbrance of Sales Tax has been removed. Pursuant to the same effect has been given vide mutation entry no. 2098.

- 6) On perusal of mutation entry no. 3909, it reveals that Mr. Prakash Namdev Pashankar sold out an area admeasuring 2000 sq.ft., out of Survey No. 138/5 to Mr. Shivaji Genu Kapse and Mr. Vasant Ramchandra Jadhav, by virtue of Sale Deed, dated 19/07/1984.
- 7) That the said Mr. Shivaji Genu Kapse died on 25/11/1989 leaving behind him a widow Smt. Pushpa Shivaji Kapse, two sons Mr. Kishore & Santosh Shivaji Kapse and two daughters Mrs. Sangeeta Babasaheb Jagdale & Mrs. Suvarna Tanhaji Yadav as his legal heirs. Effect of the same has been given vide mutation entry no. 4899.
- 8) It reveals from the Power of Attorney, dated 06/09/1988 that Mr. Prakash Namdev Pashankar has executed Development Agreement and Power of Attorney, in favor of M/s. Sharma Associates.
- 9) On perusal of mutation entry no. 4162, it reveals that Mr. Prakash Namdev Pashankar sold out an area admeasuring 00 Hectare, 02 Ares, out of Survey No. 138/5 to Mr. Ranu Ananda Raut, by virtue of Sale Deed, dated 03/11/1991.
- 10) That the said M/s. Sharma Associates has assigned and transferred certain portion of an area admeasuring 03 Hectares 60 Ares in favor of Punakar Construction Company vide Agreement dated 26/08/1993.
- 11) That the said M/s. Sharma Associates thereafter has assigned and transferred another portion of an area admeasuring 03 Hectares 60 Ares for development in favor of M/s. Popular Constructions; vide Agreement, dated 14/12/1993.
- 12) Thereafter the said Mr. Prakash Namdev Pashankar and Mr. Namdev Dhondiba Pashankar have given an area admeasuring 522720 sq.ft., for development to



Sukumar Estates Limited, vide Agreement, dated 09/06/1995 and also executed Power of Attorney on the same day, in favor of Mr. Kevalkumar Kesarimal Jain, Mr. Lalitkumar Kesarimal Jain and Mr. Vijay Ghevarchand Oswal.

- 13) The said M/s. Sharma Associates, Punakar Construction, M/s. Popular Constructions have filed Special Civil Suit, bearing No. 759/1996 before Hon'ble Civil Judge, Senior Division, Pune for Specific Performance on the basis of Agreement executed on 06/09/1988 and Supplementary Agreement and Indemnity Bond executed on 10/05/1991 against Mr. Prakash Namdev Pashankar. Thereafter Sukumar Estate Limited (presently known as Kumar Housing Corporation Limited) has joined the said suit as Plaintiff No. 4.
- 14) Thereafter Mr. Prakash Namdev Pashankar, along with Mr. Namdev Dhondiba Pashankar, Mrs. Vandanabai Prakash Pashankar, Mas. Santosh Prakash Pashankar and Mr. Sandesh Prakash Pashankar have given an area admeasuring 02 Hectare, 10 Ares for development to Sukumar Estates Limited, vide Development Agreement, dated 31/12/1999.
- 15) On perusal of mutation entry no. 4762, it reveals that Mr. Prakash Namdev Pashankar sold out an area admeasuring 00 Hectare, 02 Ares, out of Survey No. 138/5 to Mr. Sudam Kisan Gaikawad, Mr. Mahadev Sadashiv Vyavhare and Zumber Nivrutti Kumatkar, by virtue of Sale Deed, dated 04/02/1997.
- 16) On perusal of mutation entry no. 4846 it reveals that Mr. Namdev Dhondiba Pashankar as a power of attorney holder of Mr. Prakash Namdev Pashankar have executed Sale Deed in respect of an area admeasuring 02 Hectare out of Survey No. 138/5 in favor of Mr. Kailas Namdev Pashankar, Mr. Shukracharya Namdev Pashankar and Mr. Dilip Namdev Pashankar on 07/09/2000. However the mutation entry to that effect has been rejected by the Circle Officer, Kothrud vide his Order, bearing No. 285/2001, dated 04/05/2001. Against the said Order Mr.






Kailas Namdev Pashankar, Mr. Shukracharya Namdev Pashankar and Mr. Dilip Namdev Pashankar have filed RTS Appeal, bearing No. 342/2001 before Deputy Collector, Pune. The same has been rejected by the Deputy Collector, Pune on 29/09/2001 and Order passed by the Circle Officer, Kothrud has been confirmed.

- 17) That the said Kumar Housing Corporation Limited has handed over possession of an area admeasuring 10750 sq.mtrs., (under road winding) to Pune Municipal Corporation vide Possession Letter, dated 03/10/2002. Pursuant to the same effect has been given vide mutation entry no. 5396.
- 18) Meanwhile one Agreement, dated 04/09/2003 has been executed by and between M/s. Sharma Associates, Punakar Construction Company, M/s. Popular Constructions and Sukumar Estate Limited. By the said Agreement the transactions and Agreements between M/s. Sharma Associates, Punakar Construction and M/s. Popular Constructions has been cancelled by mutual consent and M/s. Sharma Associates has assigned and transferred all its rights, title and/or interest in respect of an area admeasuring 03 Hectare, 60 Ares, in favor of Sukumar Estate Limited, which is registered in the office of Sub Registrar, Haveli No. 4 (Pune), at Sr.No. 7668/2003.
- 19) Thereafter M/s. Sharma Associates, Punakar Construction, M/s. Popular Constructions, Sukumar Estate Limited (Plaintiffs therein) and Mr. Prakash Namdev Pashankar (Defendant therein) have settled the said dispute in Spl. C. S. No. 759/96 amicably by executing and submitting Compromise Pursis (Exh. 86) before Civil Judge, Senior Division, Pune on 28/04/2004. Hence the said suit is disposed of on the basis of terms and condition mentioned in Compromise Pursis on 29/04/2004.
- 20) That the said Mr. Prakash Namdev Pashankar has executed Supplementary Agreement cum Confirmation Deed to the Agreement (dated 09/06/1995) in favor



of Sukumar Estate Limited, on 04/09/2003 in respect of an area admeasuring 04 Hectare, 83 Ares, which is registered in the office of Sub Registrar, Haveli No. 4 (Pune), on 05/09/2003 at Sr. No. 7689/2003.

- 21) That the said Mr. Prakash Namdev Pashankar thereafter has executed Supplementary Agreement cum Confirmation Deed to the Development Agreement (dated 31/12/1999) in favor of Sukumar Estate Limited, on 04/09/2003 in respect of an area admeasuring 02 Hectare, 10 Ares, which is registered in the office of Sub Registrar, Haveli No. 4 (Pune), on 05/09/2003 at Sr. No. 7690/2003.
- 22) That the said Mr. Prakash Namdev Pashankar has executed Power of Attorney in favor of Sukumar Estate Limited, on 08/09/2003 in respect of an area admeasuring 04 Hectare, 83 Ares, which is registered in the office of Sub Registrar, Haveli No. 4 (Pune), on 16/09/2003 at Sr. No. 7911/2003.
- 23) That the said Mr. Prakash Namdev Pashankar has executed Power of Attorney in favor of Sukumar Estate Limited, on 08/09/2003 in respect of an area admeasuring 02 Hectare, 10 Ares, which is registered in the office of Sub Registrar, Haveli No. 4 (Pune), on 16/09/2003 at Sr.No. 7912/2003.
- 24) Thereafter Mr. Prakash Namdev Pashankar has executed Agreement for Development in favor of Kumar Builders Consortium, on 17/10/2005 in respect of an area admeasuring 36952.40 sq. mtrs., out of the entire property, which is registered in the office of Sub Registrar, Haveli No. 19 (Pune), at Sr. No. 3347/2005.
- 25) That the said Mr. Dilip Namdev Pashankar and his family members have executed Declaration on 17/11/2005 stating that, the entire property is the absolute ownership property Mr. Prakash Namdev Pashankar and not owned by





their Hindu Joint Family. Also they have withdrawn all their complaints, statements, allegations and prayers made in the Spl. C. S. No. 919/2000 against M/s. Sharma Associates and Kumar Housing Corporation Limited, which is registered in the office of Sub Registrar, Haveli No. 15 (Pune), at Sr. No. 7085/2005. And also execute Possession Receipt on the same day in favor of Kumar Housing Corporation Limited.

- 26) That the said Mr. Kailas Namdev Pashankar and his family members have executed Deed of Declaration on 30/12/2005, stating that the entire property is the absolute ownership property Mr. Prakash Namdev Pashankar and not owned by their Hindu Joint Family and they further have handed over possession of the shop, house, flour mill, residential rooms and constructions thereon. They also have withdrawn all their allegations, complaints, statements and prayers made in the Spl. C. S. No. 919/2000 against M/s. Sharma Associates and Kumar Housing Corporation Limited, which declaration is registered in the office of Sub Registrar, Haveli No. 19 (Pune), on 03/02/2006, at Sr. No. 802/2006.
- 27) Thereafter Mr. Prakash Namdev Pashankar has executed Power of Attorney in favor of Kumar Housing Corporation Limited (previously known as Sukumar Estates Limited), on 07/04/2006 in respect of an area admeasuring 06 Hectare, 92 Ares, which is registered in the office of Sub Registrar, Haveli No. 19 (Pune), at Sr. No. 2564/2006.
- 28) That Smt. Pushpa Shivaji Kapse, Mr. Kishore Shivaji Kapse, Mr. Santosh Shivaji Kapse, Mrs. Sangeeta Babasaheb Jagdale and Mrs. Suvarna Tanhaji Yadav have executed Agreement of Development, coupled with Power of Attorney in favor of Kumar Housing Corporation Limited on 18/07/2007, in respect of an area admeasuring 1000 sq.ft., along with construction standing thereon, which are registered in the office of Sub Registrar, Haveli No. 9 (Pune), at Sr. Nos. 5115/2007 & 5117/2007 respectively.



- 29) That the said Kumar Housing Corporation Limited as a power of attorney holder of Mr. Prakash Namdev Pashankar, has got executed Deed of Conveyance in its favor on 19/03/2012, in respect of an area admeasuring 57964 sq. mtrs., which is registered in the office of Sub Registrar, Haveli No. 13 (Pune), at Sr. No. 2414/2012.
- 30) That the said Kumar Housing Corporation Limited as a power of attorney holder of Mr. Prakash Namdev Pashankar, has executed Supplementary Deed to Deed of Conveyance in its favor on 19/03/2012 in respect of an area admeasuring 57964 sq. mtrs., (as per 7/12 extract 57864 sq. mtrs.,) which is registered in the office of Sub Registrar, Haveli No. 13 (Pune), at Sr. No. 2415/2012. Pursuant to the same effect has been given vide mutation entry no. 6032.
- 31) Thereafter the said Mr. Prakash Namdev Pashankar, Mrs. Vandanabai Prakash Pashankar, Mr. Santosh Prakash Pashankar, Mrs. Nutan Santosh Pashankar and Mr. Sandesh Prakash Pashankar have confirmed and ratified all the documents executed in favor of Kumar Housing Corporation Limited, by virtue of Deed of Confirmation, dated 31/12/2012, which is registered in the office of Sub Registrar, Haveli No. 10 (Pune), on 10/01/2013, at Sr.No. 414/2013.
- 32) That one Agreement has been executed by and between Kumar Housing Corporation Limited and M/s. Parth Develpoers on 07/04/2014 regarding the obligations casted upon them. The said Agreement is registered in the office of Sub Registrar, Haveli No. 22(Pune), at Sr. No. 3163/2014.
- 33) Meanwhile some disputes and litigation were pending between the Kumar Housing Corporation Private Limited, Mr. Kailas Namdev Pashankar and others. In which amicable settlement has been made M/s. Parth Developers between Kumar Housing Corporation Private Limited, Mr. Kailas Namdev Pashankar and





his family members. As per the same, following documents has been executed in respect of an area admeasuring 57864 Sq. mtrs., (as per 7/12 extract) (which includes the said property):-

- i) That Mr. Kailas Namdev Pashankar, Mrs. Alka Kailas Pashankar, Mr. Nilesh Kailas Pashankar, Mrs. Ujawala Nilesh Pashankar, Mas. Yash Nilesh Pashankar, Mas. Manas Nilesh Pashankar, Mr. Rajkumar Kailas Pashankar and Mrs. Monika Rajkumar Pashankar relinquished all their rights, title and/or interest in favor of M/s. Parth Developers, through its Partners, Mr. Mahendra Jagannath Yeole, Mrs. Seema Mahendra Yeole and Kumar Housing Corporation Private Limited, through its Director, Mr. Lalit kumar Kesarimal Jain by way of Release Deed, executed on 17/01/2015, which is registered in the office of Sub-Registrar Haveli No. 15 (Pune), at Sr. No. 614/2015. (However duplicate copy of the same has been executed and registered by the said parties in the office of Sub Registrar Haveli No. 15 (Pune), at Sr. No. 615/2015).
- ii) That Mr. Kailas Namdev Pashankar, Mrs. Alka Kailas Pashankar, Mr. Nilesh Kailas Pashankar, Mrs. Ujawala Nilesh Pashankar, Mas. Yash Nilesh Pashankar, Mas. Manas Nilesh Pashankar, Mr. Rajkumar Kailas Pashankar and Mrs. Monika Rajkumar Pashankar executed Deed of Declaration on 17/01/2015, which is registered in the office of Sub-Registrar Haveli No. 15 (Pune), at Sr. No. 617/2015 and also executed Possession Receipt on the same day in favor of M/s. Parth Developers, through its Partners, Mr. Mahendra Jagannath Yeole and Mrs. Seema Mahendra Yeole. (However another copy of the same has been executed and registered by the said parties in the office of Sub-Registrar Haveli No. 15 (Pune), at Sr. No. 618/2015).
- iii) That Mr. Kailas Namdev Pashankar, Mrs. Alka Kailas Pashankar, Mr. Nilesh Kailas Pashankar, Mrs. Ujawala Nilesh Pashankar, Mas. Yash



Nilesh Pashankar, Mas. Manas Nilesh Pashankar, Mr. Rajkumar Kailas Pashankar and Mrs. Monika Rajkumar Pashankar have executed Power of Attorney in favor of M/s. Parth Developers, through its Partner, Mr. Mahendra Jagannath Yeole on 17/01/2015, which is registered in the office of Sub-Registrar Haveli No. 15 (Pune), at Sr. No. 620/2015.

- iv) That the said M/s. Parth Developers, through its Partners, Mr. Mahendra Jagannath Yeole and Mrs. Seema Mahendra Yeole have executed Sale Deed in respect of an area admeasuring 850 Sq. mtrs., in favor of Mrs. Alka Kailas Pashankar, with the consent of Mr. Kailas Namdev Pashankar, Mr. Nilesh Kailas Pashankar, Mrs. Ujawala Nilesh Pashankar, Mas. Yash Nilesh Pashankar, Mas. Manas Nilesh Pashankar, Mr. Rajkumar Kailas Pashankar and Mrs. Monika Rajkumar Pashankar on 17/01/2015, which is registered in the office of Sub Registrar Haveli No. 15 (Pune), at Sr.No. 621/2015.
- v) That Kumar Housing Corporation Private Limited, through its Director, Mr. Lalitkumar Kesarimal Jain also has executed Deed of Declaration cum Confirmation (in respect of the compliance of the terms and conditions of the Articles of Agreement dated 07/04/2014) in favor of M/s. Parth Developers, through its Partners, Mr. Mahendra Jagannath Yeole and Mrs. Seema Mahendra Yeole on 12/03/2015 which is registered in the office of Sub Registrar Haveli No. 15 (Pune), at Sr. No. 2323/2015.
- 34) The said Kumar Housing Corporation Private Limited (presently known as : Kumar Urban Development Private Limited), through its Director, Mr. Lalitkumar Kesarimal Jain and Edenic Enterprises Private Limited, through its Directors, Mr. Nachiket Mahendra Yeole and Mr. Aniket Mahendra Yeole have decided to develop the said land jointly and accordingly entered into Agreement dated 22/02/2022. The said Agreement is duly registered in the office of Sub Registrar, Haveli No. 4 (Pune), at Sr.No. 3025/2022.






Sr. No.

- A) The 7/12 extract issued by Talathi dated 03/03/2022.
- B) Mutation Entries bearing Nos. 380, 711, 1352, 1559, 1919, 2092, 2098, 2835, 2838, 3909, 3366, 3416, 4162, 4899, 4762, 4901, 5790, 6032, 6039, 6074, 6605, 6653, 6674, 6830 and 6839 thereon.
- C) Search Report for 30 years from 1992 to 2022 taken by obtaining Receipts bearing Nos. 993/2013 and 14/2014 dated 24/12/2013 and 07/01/2014 respectively and Challans bearing GRN No. MH000326024201516E dated 17/04/2015 from Sub Registrar, Haveli No. 22 (Pune) from Sub Registrar, Haveli No. 22 (Pune), GRN No. MH007336055201516E dated 16/02/2016, GRN No. MH001564465201718E dated 22/05/2017, GRN No. MH010549486201718E dated 12/02/2018 all from Sub Registrar Haveli No. 15 (Pune), GRN No. MH011178235201819E dated 28/01/2019, GRN No. MH013472700201920E dated 28/01/2019 and 16/03/2020 from Sub Registrar, Haveli No. 20 (Pune) and GRN No. MH013784800202122E dated 28/02/2022 from Sub Registrar, Haveli No. 21 (Pune).
- D) Any other relevant title - NA-
- E) Litigations, if any: SPL.C.S.NO. 919/2000:-  
That the said suit is filed by Mr. Kailas Namdev Pashankar, Mr. Shukracharya Namdev Pashankar and Mr. Dilip Namdev Pashankar against Mr. Namdev Dhondiba Pashankar, Mr. Prakash Namdev Pashankar and others before Hon'ble Civil Judge, Senior Division, Pune for declaration of ownership, partition and permanent injunction. In which Sukumar Estates Limited is a Defendant No. 9.
- i) A separate application for temporary injunction (Exh. 5) has been filed by the said Plaintiffs against Defendants No. 9 & 10, restraining them from taking possession of the suit properties and another application at Exh.40 has been filed by Defendant No. 9 against the Plaintiffs, restraining them from alienating or transferring or from creating third party interest in the suit properties. The same is



allowed by Hon'ble Civil Judge, Senior Division, Pune on 20/10/2000 by common Order at Exh. 5 & Exh. 40 and restrained Defendants No. 9 and 10 (M/s. Sukumar estates Limited & M/s. Samarthshree Promoters and Developers) from doing construction activities on the said properties, subject to condition that the Plaintiffs shall not alienate or transfer or create any third party interest in the suit property until further orders passed by this court.

ii) Against the said Order of Exh. 5 (dated 20/10/2000) the Sukumar Estates Limited has preferred an Appeal, bearing No. 808/2000 before Hon'ble High Court of Judicature at Bombay. Hon'ble High Court of Judicature at Bombay, vide Order, dated 12/01/2001 vacated the Order of trial Court, subject to conditions that:-

- The Appellant shall not disturb the actual areas which are in the occupation of the members of the joint family for the purpose of conducting the brick kiln, the flour mill & the provision store.
- During the pendency of the suit for partition, the Respondent Nos. 4, 5 and 6 to 10 (i.e. Mrs. Bakula Namdev Pashankar, Mrs. Vandanabai Prakash Pashankar, Mr. Santosh Prakash Pashankar, Mr. Sandesh Prakash Pashankar, M/s. Sharma Associates, M/s. Sukumar Estates Limited and M/s. Samarthshree Promoters and Builders) shall not alienates or create any third party rights or interests in respect of the other joint family properties, which are the subject matter of the suit for partition.

iii) Against the said Order of Hon'ble High Court of Judicature at Bombay, Mr. Kailas Namdev Pashankar & others preferred Civil Appeal, bearing No. 8314/2001 before Hon'ble Supreme Court of India. The Hon'ble Supreme Court, vide its Order dated 10/04/2013 dismissed the said appeal and directed the Trial Court to dispose of the suit expeditiously, without granting unnecessary adjournment to the parties.






- iv) Meanwhile Defendant No. 9 i.e. Sukumar Estates Limited has filed Written Statement on 23/04/2001 with counter claim in it, stating that the Sale Deed dated 07/09/2000 executed by Mr. Namdev Dhondiba Pashankar as a power of attorney holder of Mr. Prakash Namdev Pashankar in respect of an area admeasuring 02 Hectare, in favor of Mr. Kailas Namdev Pashankar, Mr. Shukracharya Namdev Pashankar and Mr. Dilip Namdev Pashankar be declared as null, void and does not create any right in favor of plaintiffs.
- v) Meanwhile pursuant to the negotiations between the parties, the dispute has been settled and the following parties have arrived at a compromise resulting into various documents, writings between the said parties to the suit which are as follows:-
- That Mr. Dilip Namdev Pashankar and his family members have executed Declaration on 17/11/2005 stating that, the entire property is the absolute ownership property Mr. Prakash Namdev Pashankar and not owned by their Hindu Joint Family. Also they have withdrawn all their complaints, statements, allegations and prayers made in the Spl.C.S. No. 919/2000 against M/s. Sharma Associates and Kumar Housing Corporation Limited, which is registered in the office of Sub Registrar, Haveli No. 15 (Pune), at Sr.No. 7085/2005. And also execute Possession Receipt on the same day in favor of Kumar Housing Corporation Limited.
  - Thereafter Mr. Kailas Namdev Pashankar and his family members have executed Deed of Declaration on 30/12/2005, stating that the entire property is the absolute ownership property Mr. Prakash Namdev Pashankar and not owned by their Hindu Joint Family and they further have handed over possession of the shop, house, flour mill, residential rooms and constructions thereon. They also have withdrawn all their



allegations, complaints, statements and prayers made in the Spl.C.S. No. 919/2000 against M/s. Sharma Associates and Kumar Housing Corporation Limited, which declaration is registered in the office of Sub Registrar, Haveli No. 19 (Pune), on 03/02/2006, at Sr.No. 802/2006;

- It appears that, Mr. Dilip Namdev Pashankar (Plaintiff No. 3) has filed Pursis (exh.155) on 23/11/2005, along with application stating that the entire property was self-acquired property of late Dhondiba Narayan Pashankar and gift deed executed by Dhondiba Pashankar in favor of Mr. Prakash Pashankar is legal and valid. The Plaintiff No. 3 has also admitted the ownership of Mr. Prakash Pashankar and Possession of Kumar Housing Corporation Limited. The Plaintiff No. 3 further stated that the Sale Deed executed on 06/09/2000 in favor of the Plaintiffs are null and void and they have not got any sort of right, title and interest in respect of the said 02 Hectare area. Thereafter it appears that, Mr. Kailas Namdev Pashankar (Plaintiff No. 1) has filed Pursis (exh.170) on 03/03/2006, along with application stating that the entire property was self-acquired property of late Dhondiba Narayan Pashankar and gift deed executed by Dhondiba Pashankar in favor of Mr. Prakash Pashankar is legal and valid. The Plaintiff No. 1 has also admitted the ownership of Mr. Prakash Pashankar and Possession of Kumar Housing Corporation Limited. The Plaintiff No. 1 further stated that the Sale Deed executed on 06/09/2000 in favor of the Plaintiffs are null and void and they have not got any sort of right, title and interest in respect of the said 02 Hectare area.

The said Applications of Plaintiff No. 1 & 3 have been rejected by the trial court on 01/08/2006 by common order and both of them are transposed as Defendant Nos. 11 & 12 in the present suit.





- That Mrs. Pushpa Vinayak Bhigwankar has preferred an Appeal, bearing No. 14/2007 before Hon'ble District and Sessions Judge, Pune against Mr. Kailas Namdev Pashankar, Mr. Shukracharya Namdev Pashankar, Mr. Dilip Namdev Pashankar and Mr. Namdev Dhondiba Pashankar and others for setting aside the Order of lower Court at Exh. 176 and also for granting Ad-interim injunction against the respondents, restraining them from changing the nature of suit property and restraining respondents from creating any third party interest in the suit property till the final disposal of this Appeal, which is disposed of by Hon'ble District and Sessions Judge, Pune on 27/07/2007.
- Thereafter it appears that Mr. Shukracharya Namdev Pashankar (Plaintiff No. 2) made an application at Exh. 192 before Hon'ble trial court to transpose Mr. Kailas Namdev Pashankar (Plaintiff No. 1) and Mr. Dilip Namdev Pashankar (Plaintiff No. 3) as Defendants, which is allowed by the trial court on 28/09/2007. The Amendment has been carried out as per the said Order and the Plaintiff Nos. 1 & 3 has been transposed as Defendant Nos. 11 & 12 in the present suit.
- Thereafter an application has been made by Mr. Kailas Pashankar on 16/07/2009 at Exh. 219 before Hon'ble Court stating that Mr. Dilip Pashankar was looking after all the matters and he has fraudulently prepared and submitted pursis and application on record; also prayed that the Defendant No. 11 may kindly be to re-transpose as Plaintiff No. 1. The said application has been rejected by the trial court on 20/11/2009 as there is no provision of re-transposition.
- It appears that a Sale Deed dated 06/09/2000 has been executed by the Defendant No. 1 as a Power of Attorney holder of Defendant No. 2 in favor of Plaintiff and Defendants No. 11 & 12. Therefore the Defendants



No. 2, 5, 6 & 9 have filed an application for ad-interim injunction against the Plaintiff and Defendants No. 11 and 12 for restraining them from disposing of or from creating third party interest in the suit property, which is allowed by hon'ble trial court on 20/11/2009 and restrained the Plaintiff and Defendant No. 11 from creating third party interest in the suit property till the disposal of present suit.

- An amicable settlement has been taken place between Kumar Housing Corporation Private Limited and Mr. Kailas Namdev Pashankar and his family members. By the said settlement, Mr. Kailas Namdev Pashankar and his family members have removed themselves from the suit property and executed several documents in favor of Kumar Housing Corporation Private Limited and Parth Developers on 17/01/2015.
- An amicable settlement has been taken place between Kumar Housing Corporation Private Limited, M/s. Parth Developers and Mr. Shukracharya Namdev Pashankar and his family members. By the said settlement, the said Mr. Shukracharya Namdev Pashankar has withdrawn all his allegations, claims, demands etc., and executed several documents in favor of Kumar Housing Corporation Private Limited and Parth Developers on 29/06/2018.
- The said Plaintiff Mr. Shukracharya Namdev Pashankar has filed application before Hon'ble Court for withdrawal of said suit and the same is pending for further order.

Pune,

Dated : 07/03/2022,



Chandrakant Naanekar,  
Advocate.

*St. Pashan138-5*