

TITLE & SEARCH REPORT

Date - 31/5/18

To,

M/S ROYAL CONSTRUCTIONS AND COMBIME (PVT) LTD

Office No. 402, Kapila Matrix,

Ghorpadi, Pune -36,

Pune

Sub - Title opinion in respect of the property /land bearing S.no.
20/1 , S.no.20/2, S.no.20/3, S.no. 20/4, S.no.20/5, S.no.20/6,
S.no. 20/7, admeasuring about 13500 Sq.mtrs.situated at
Mouje/Village - Mahammadwadi, Taluka - Haveli, Dist -
Pune , witin limits of Pune Municipal Corporation ,

Sir,

As per the instructions of M/S Royal Constructions & Combine (Pvt.) Ltd.,
having it's office at - Office No. 402, Kapila Matrix,Mundhwa, Ghorpadi, Pune -36,
Pune I have investigated the title to the captioned property and I have to state in my
opinion as under -

A) DESCRIPTION OF PROPERTY:

1) All that piece and parcel of land bearing Survey Number 20/1 admeasuring
about 18 R i.e 1800 sq.mtrs. , Survey Number 20/2 admeasuring about 10 R i.e 1000
sq.mtrs. , Survey Number 20/3 admeasuring about 16 R i.e 1600 sq.mtrs. , Survey
Number 20/4 admeasuring about 18 R i.e 1800 sq.mtrs., Survey Number 20/5
admeasuring about 21 R i.e 2100 sq.mtrs., Survey Number 20/6 admeasuring about
26 R i.e 2600 sq.mtrs. , Survey Number 20/7 admeasuring about 26 R i.e 2600
sq.mtrs., total admeasuring about - admeasuring 1 Hectares 35 Ares i.e 13500 Sq.
mtrs. lying and situate at Village: Mohammadwadi Taluka - Haveli Dist: Pune , within
limits of Pune Municipal Corporation and the boundaries of the amalgamated land as
follows :-

East - By S.no. 20/8

Manjiree

South - By S.No. 21

West - By Road

North - By stream [Nala]

{ Herinafter will be called/referred as "the said Land" collectively and individually referred as S.no. 20/1, 20/2, 20/3, 20/5, 20/6, 20/7 }

B] LIST OF DOCUMENTS:-

1 Village Form 7/12 extret of S.no. 20/1, 20/2, 20/3, 20/5, 20/6, 20/7 for the period 1953-54 to 1969-70, 1970-71 to 1975-76, 1976-2012 alongwith concerned mutation entries,.

2 Zone Certificate

3 Xerox copy Development agreement executed in favour of M/S Royal Construction Combine (India) Pvt. Ltd. bearing a sr. no. 2351/2006,

4 Xerox copy Power of attorney executed in favour of M/S Royal Construction Combine (India) Pvt. Ltd. bearing a sr. no. 2352/2006,

5 Xerox copy of registered agreement exdcuted between Mrs Leela Anant Shelar and Mr Vijay Tirthram Sharma and others bearing sr no 2349/2006,

6 Xerox copy Irrevocable Power of attorney executed in favour of M/S Royal Construction Combine (India) Pvt. Ltd. bearing a sr. no. 2350/2006,

7 Xerox copy of registered agreement exdcuted between Mr Prakash Laxman Shevale and others and Mrs Niyamat Latif Manjothi bearing sr no 2470/2006,

8 Xerox copy of registered agreement exdcuted between Mrs Shabsikala Balwant Shelar and Mr Vijay Tirthram Shama and others bearing sr no 1751/2006,

9 Xerox copy registered Irrevocable Power of attorney executed in favour of M/S Royal Construction Combine (India) Pvt. Ltd. bearing a sr. no. 1752/2006,

10 Xerox copy Development agreement executed in favour of M/S Royal Construction Combine (India) Pvt. Ltd. bearing a sr. no. 1753/2006,

- 11 Xerox copy Power of attorney executed in favour of M/S Royal Construction Combine (India) Pvt. Ltd. bearing a sr. no. 1754/2006,
- 12 Xerox copy Development agreement executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Vijay Sharma and other and other bearing a sr. no. 3687/2006,
- 13 Xerox copy Power of attorney executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Vijay sharm and other bearing a sr. no. 3688/2006,
- 14 Xerox copy of Sale deed executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Vijay Sharma and other and other bearing a sr. no. 6700/2011
- 15 Xerox copy of Sale deed executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Vijay Sharma and other and other bearing a sr. no. 6701/2011
- 16 Xerox copy Power of attorney executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Vijay sharma Xerox copy Power of attorney executed in favour Mr Nitin Narayan Shewale bearing a sr. no. 4600/2011
- 17 Xerox copy of the court order dt. 25-6-2011 in matter Special Civil Suit no. 987/2007,
- 18 Xerox copy of the court order dt. 15-6-2011 in matter Special Civil Suit no. 1065/2005,
- 19 Xerox copy of the copy of court order dt. 26-8-2011 in matter tenancy appeal 6/2010,
- 20 Xerox copy of the court order dt. 15-7-2011 in matter Special Civil Suit No. 1/95
- 21 Xerox copy of the papers filed in special civil suit no. 151/2008
- 22 Xerox copy of the court order dt. 21-1-2009 in RTS/2/Appeal/39/2008,
- 23 Xerox copy of orders of S.D.O. dt. 27-12-2013 regarding permission for sale,
- 24 Xerox copy of Confirmation deed executed between M/s Pentagon Estate Corporation and Mr. Babu Deveram Shewale and others bearing a sr. no. 8758/2006 alongwith Index II,

Manjiree

- 25 Xerox copy of Confirmation deed / Consent deed executed between M/s Pentagaon Estate Corporation and Smt. Sunanda Balu Shewale and others bearing a sr. no. 6526/2009 alongwith Index II,
- 26 Xerox copy of sale deed executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Anant Sadba Shelar and his family members bearing a sr. no. 203/14 alongwith Index II,
- 27 Xerox copy of sale deed executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Anant Sadba Shelar and his family members and others bearing a sr. no. 202/14 alongwith Index II,
- 28 Xerox copy of the order dt. 5-12-2015 in Regular Civil Suit No. 151/2007,
- 29 True copy of sanction plan dt. 26/8/2013 and dt. 26/3/18
- 30 Xerox copy of commencement certificate bearing no. CC1631/13, CC3541/17,
- 31 Xerox copy of N.A. order dt. 31/5/2017,
- 32 Xerox copy of Agenda of 64th meeting of state Expert Appraisal Committee
- 33 Xerox copy of Memorandum of understanding dt. 1/6/2008,
- 34 Xerox copy of ULC declaration of Mr. Latif Ahmed Manjothi
- 35 Xerox copy of non encumbrance declaration of Mr. Latif Ahmed Manjothi
- 36 Xerox copy of letter/s of Allotment of units to Kadam Family and Mr. Sharma Family

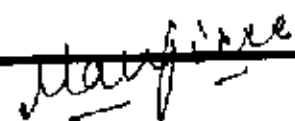
3] **BRIEF HISTOREY :-**

A] S.no.20/1 –

1. It appears that land admeasuring 00 Acres 18 Gunthas, Assessed at Rs. 0 -Anna 7 - Pai 00 bearing survey Number 20/ 1 ,Mohammadwadi , Pune in the year 1953-54 stood in the name of Shri. Kashinath Narayan Shewale. His name was mutated in the Revenue Records as a Karta/Manager of the HUF after the death of his father Late Shri Narayan Piraji Shewale who died on 20th March 1936 at Village Hadapsar. The mutation of his name was carried out vide Mutation Entry No. 630 dated 16th April 1936.

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5.30 P.M. to 7 P.M.

2. Though the above land stood in the name of Shri. Kashinath Narayan Shewale, the same was under the cultivation of one Shri Laxman Devram Shewale. He was personally cultivating the said land and was growing certain crops upon the same. He cultivated the said land from 1953-54 to 1977-78. As per the Bombay Tenancy and Agricultural Lands Act 1948 the tenants who were cultivating the land on the first day of April 1957 became deemed purchasers of the same on the said appointed day divesting the land lord of all his rights title and interest of whatsoever nature in the said land. Thus Shri Laxman Devram Shewale had become Deemed Purchaser of the above land. But the "Reet column" (i.e the Cultivation Column) showed the cultivation of the Owner himself though the name of Shri Laxman Devram Shewale was shown in the "Kul Ani Khand Column". This fact does not appear to be correct simply for the reason that if the Owner himself was cultivating the land then his name should have been mutated in the "Kul Ani Khand" Column. The Reet in such a case would have been "REET-1" (REET means manner/mode of Cultivation and REET-1 means self cultivation), And if the Owner was cultivating the land through the above referred person Shri Laxman Devram Shewale as a servant of the said land then the "Reet" would have been different. It would never have been "Reet-1". Hence I presume that Shri Laxman Devram Shewale was a tenant of the above land who had acquired the right to purchase the said land on the above appointed day, being deemed purchaser of the same. This was never reflected in the Revenue Records. Moreover one Shri Devram Mahadu Shewale was shown as a protected Tenant under section 3A of the Bombay Tenancy and Agricultural Lands Act of the owner Shri Kashinath Narayan Shewale whose name was mutated in the Other Rights column vide Mutation Entry No 941 dated 21st August 1944. But his name was deleted from the said column vide Mutation Entry No. 1438 dated 15th May 1957 on the ground that he did not have the possession of the said land and neither cultivated the same since two years prior to the said mutation which means that he cultivated the as a tenant thereof till 1955, But this fact appears to be contrary to the information as given in the Village Form 7,7A and 12 for the period 1953-54 to 1969-70.



1970-71 to 1975-76 which clearly indicates that the land in the year 1953-54 and thereafter till 1977-78 was under the cultivation of his son Shri Laxman Devram Shewale and if it is to be believed that he was cultivating the land till 1955 then it has to be presumed that he was doing so through his son Shri Laxman Devram Shewale who was in cultivation of the same for the above referred period. This further cements the presumption that Shri Laxman Devram Shewale was cultivating the land as a tenant thereof and not as a servant of the land lord Shri Kashinath Naryayan Shewale and/ or in any other capacity.

3. The Village Form 7,7A and 12 also indicates the name of Shri Pandurang Bandal in the Other rights Column. He is shown as a mortgagee of the said land. How his name was mutated in the said column is not known.

4. The Government of Bombay thereafter enacted The Bombay Prevention of Fragmentation and Consolidation of Holdings Act 1947 with & view to prevent Fragmentation of Agricultural holding and to provide for the consolidation of agricultural holdings for the purpose of better cultivation. The said Act was made applicable to the above land. A remark to this effect was also endorsed in the Other Rights Column vide Mutation Entry No. 1129 dated 22nd August 1951. This remark was endorsed as per notification bearing Number 5869/47 dated 17th May 1950 of the Government of Bombay.

5. In the mean time Weights and Measures Act 1958 and Indian Coinage Act 1955 came into force. These Acts did not effect the title of the Owners to the property. The only result was that the area of the land, which was earlier on, shown in Acre-Guntha, was now converted and shown in Hectare -Are. Thus the aforesaid land admeasuring 00 Acre -18 Gunthas, Assessed at Rs. 00 -Anna 07 - Pai -00 after the Conversion was shown as 00 Hectare- 18 Ares and was Assessed at Rs, 00-44ps The Mutation to this effect was carried out vide Mutation Entry No. 1676 dated 24th February 1969.

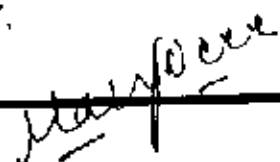
6. It appears that Shri Kashinath Narayan Shewale later on availed a Tagai loan of Rs. 517.30 ps from the Government by Mortgaging his various lands to it including the

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above land for creating a "Bund". A charge of the said amount was therefore shown in the Other Rights column as per the Order bearing Number: Bunding/Vashi/50/76 dated 13th May 1976 of the Tahasildar Haveli Pune. The effect to the said order was given in the Revenue Records vide Mutation Entry No. 1862 dated 5th October 1976.

7. Since Shri Laxman Devram Shewale was in possession and cultivation of the said land on the above appointed day. An enquiry was conducted by the Additional Tahasildar Haveli Pune who after the enquiry proceeded to fix the purchase price of the said land under section 32-H of the Bombay Tenancy Agricultural Lands Act 1948. The said price was subsequently paid by the Tenant-Purchaser Shri Laxman Devram Shewale in the Government treasury within, the stipulated period as fixed by the Additional Tahasildar, Haveli Pune. Accordingly a purchase certificate under section 32-M was issued to him as a conclusive proof certifying the above purchase. Thus after the said purchase his name was mutated in the Owners/Holders Column vide Mutation Entry No. 2389 dated 29th June 1987. The name of the Original Owner Shri Kashinath Narayan Shewale was thereafter deleted from the Revenue Records. The mutation of the name of the said tenant purchaser in the Owners/Holders column was made subject to section 43 of the Bombay Tenancy and Agricultural Lands Act 1948 which restricted the said tenant purchaser from transferring the above land in any manner whatsoever without the previous sanction of the collector. The said land thereafter was shown as a New Tenure Land.

8. Shri Laxman Devram Shewale died on 9th June 1986 at Village: Mohammadwadi leaving behind the following legal heirs (1) Shri Prakash Laxman Shewale (son -34 yrs) (2) Shri Pandurang Laxman Shewale (son-20 yrs) (3) Smt. Sashikala Laxman Shewale (daughter -27 yrs) (4) Smt. Gangubai Laxman Shewale (widow- 55 yrs) (5) Smt. Hausabai Balasaheb More (daughter -24 yrs). As such after his death, the names of his sons and his widow were, mutated in the Owners/ Holders column whereas the names of his daughters were mutated in the other rights column. The mutation to this effect was carried out vide Mutation Entry No. 2404 dated 5th August 1987,



9. The above legal heirs (i.e 1 to 5 as above) of late Shri Laxman Shewale subsequently sold out the said land along with the other two lands bearing Survey Nos. 20/1, 20/4 and 20/7 respectively for Rs. 20,000/- to Shri Anant Sadba Shelar vide sale Deed dated 31st January 1997 (The copy of the Sale Deed was not furnished to me for my perusal). Accordingly his name was mutated in the Owners/ Holders Column vide Mutation Entry No. 2476 dated 11th January 1988. It is to be noted that the above persons while dealing with the said land did not obtain the permission as required under section 43 of the Bombay Tenancy and Agricultural Lands Act 1948. A remark to this effect was also made in the other rights column in the Village Form 7.7A and 12 for the period 1976-77 to 1990-91 vide the above Mutation Entry No. 2476.

10. The Tahasildar, Haveli, Pune orally directed the Talathis in the meeting held on 5th May 1993 for deleting the names of all the tenants appearing in the Other Rights Column as well as the loan amounts which had been obtained by mortgaging the lands for various Agricultural purposes. Thus as per his order, the name of Shri Pandurang Bandal was deleted from the Other Rights column and also the charge of the loan availed by Shri Kashinath Narayan Shewale for constructing a Bund which was reflected in the Other Rights Column vide Mutation Entry No. 1862, The mutation regarding the said deletion was carried out vide Entry No. 4297 dated 25th October 1993.

11. It appears that an enquiry was conducted under section 84-C by the Tahasildar, Haveli, Pune, in respect of the above transaction by virtue of which the lands bearing S.Nos. 20/ 1, 20/4 and 20/7, were purchased by Shri Anant Sadba Shelar and after the said enquiry the above transaction was held invalid by him. As a result his name was deleted from the Owners/Holders column and the name of the Government was mutated therein after the above land was confiscated by the Government as per Order bearing No. 84-C/Vashi/207/96 dated 13th December 1996 of the Tahasildar Haveli, Pune. The mutation to this effect was carried out vide Mutation Entry No. 5111 dated 16th December 1996.

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12. The said land was later on allotted by the Additional Tahasildar vide his order bearing No: 84C/SR.207/96 dated 31st March 1997 to Smt. Leela Anant Shelar on "New tenure" on the condition that she would use the land for Agricultural purpose only and would pay Rs. 348/- towards the Ownership rights granted to her in respect of the said land. Thus as per his order her name was mutated in the Owners/Holders Column vide Mutation Entry No. 5156 dated 2nd April 1997.

13. It further appears that as per the Order bearing Number RTS/ Appeal/49/ 1997 dated 27th March 2000 of the Sub-Divisional Officer, Pune Sub-Division, Pune and the Order bearing No.RTS/appeal/ 170/98 dated 27th April 2000 of the Additional Collector Pune the names of all the persons which were deleted on the oral directions of the Tahasildar, Haveli, Pune from the Other Rights Column, vide Mutation Entry No. 4297 were re-instated there in. These orders were followed by the Order bearing No. HV/Kavi/1772/2000 dated 24th July 2000 of the Tahasildar, Haveli, Pune, whereby the effect to the above orders were given in the Revenue Records vide Mutation Entry No. 7365 dated 21st October 2000. But in spite of these Orders, the name of Shri Pandurang Bandal was not mutated again in the Revenue Records. The reason for the same is not known.

S.NO. 20/2

1. It appears that land admeasuring 00 Acres 10 Gunthas, Assessed at Rs. 00- Anna 04- Pai 00 bearing survey Number 20/2, Mohammadwadi, Pune in the year 1953-54 stood in the name of Shri. Dinu Shankar Shewale, But the same was under the cultivation and possession of one Shri Laxman Devram Shewale as a tenant of the said land. He was personally cultivating the said land and was growing certain crops upon the same. However prior to him the said land was under the cultivation of one Shri Mahasku Khusaba Ghule. He was shown as a protected tenant under Section 3-A of Shri Dinu Shankar Shewale. As such his name was mutated in the Other Rights Column vide Mutation Entry No. 983 dated 21st August 1948. But prior to 1953-54 he gave up

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the cultivation and possession right of the above land. Accordingly his name was deleted from the said column vide mutation Entry No. 1443 dated 16th May 1957. This mutation entry however indicates that he gave up the cultivation of the said land nearly two years prior to the above mutation which according to me does not appear to be correct merely due to the fact that the "Kul Ani Khand Column" in the year 1953-54 showed the land to be under the cultivation of Shri Laxman Devram Shewale.

2. As per the Bombay Tenancy and Agricultural Lands Act 1948 the tenant who were cultivating the land on the first day of April 1975 which is also known as the Tillers Day became deemed purchasers of the same on the said appointed day divesting the land lord of all his rights title and interest of whatsoever nature in the said land. Thus Shri Laxman Devram Shewale had become Deemed Purchaser of the said land on the above appointed day. But the "Reet column" (i.e the Cultivation Column) showed the cultivation of the Owner himself. This fact does not appear to be correct due to the fact that if the Owner himself was cultivating the land then his name should have been mutated in the "Kul Ani Khand" Column. The Reet in such a case would have been "REET-1". And if the Owner was cultivating the land through the above person (i.e Shri Laxman Devram Shewale) as a servant of the said land then the "Reet would have been different. It would never have been "Reet-1". This has led me to presume that Shri Laxman Devram Shewale was a tenant of the above land who had acquired the right to purchase the said land on the above appointed day, being deemed purchaser of the same.

3. The Government of Bombay thereafter enacted The Bombay Prevention of Fragmentation and Consolidation of Holdings Act 1947 with a view to prevent Fragmentation of Agricultural holding and to provide for the consolidation of agricultural holdings for the purpose of better cultivation. The provisions of the said Act were made applicable to the said land, A remark to this effect was also endorsed in the Other

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Rights Column vide Mutation Entry No. 1129 dated 22nd August 1951 as per notification bearing Number 5869/47 dated 17th May 1950 of the Government of Bombay.

4. In the mean time Weights and Measures Act 1958 and Indian Coinage Act 1953 came into force. These Acts did not effect the title of the Owners to the property. The only result was that the area of the land which was earlier on, shown in Acre Guntha was now converted and shown in Hectare -Acre. Thus the aforesaid land admeasuring 00 Acres -10 Gunthas, Assessed at Rs. 00 -Anna 04 - Pai 00 after the Conversion was shown as 00 Hectares- 10 Ares and was Assessed at Rs. 00-25ps The Mutation to this effect was carried out vide Mutation Entry No. 1676 dated 24th February 1969. The name of Shri Laxman Devram Shewale was later on mutated in the Owners/Holders column in place of the name of the Owner Shri Dinu Shankar Shewale by the Revenue authorities after he had made an application to this effect to them wherein he had stated that he was in continuous possession and cultivation of the said land. The entry thus showing the name of Shri Dinu Shankar Shewale in the Owners/Holders column was a sham and an hollow entry. Hence as per his application his name was mutated in the said column vide Mutation Entry No. 1750 dated 11th February 1972 and the name of the said owner was accordingly deleted there from. The reason specifying the same is not properly given in the said mutation the entry. It is seen that the said land is not restricted under "New Tenure" and said land is converted into "Bhogwata Varg 1" also. Therefore it is assumed that Mr. Laxman Devram Shewale purchased the said land under individual capacity instead of under Tennacy Act.

5. Shri Laxman Devram Shewale later on sold out the said land and another land bearing survey No. 20/5 for Rs. 9000/- to Shri Keshav Shankar Devle vide sale deed dated 10th August 1974 (The copy of the Sale Deed was not furnished to me for my perusal). As a result his name was mutated in the Owners/ Holders column vide Mutation Entry No. 2240 dated 3rd September 1984.

6. Shri Laxman Devram Shewale prior to the said transaction had availed a loan of Rs. 10,000/- on 5th August 1976 from the Hadapsar Multi purposes Credit Cooperative Society Ltd by mortgaging his various lands including the above land to it. A charge of the said amount was therefore shown in the Other Rights Column vide Mutation Entry No. 1876 dated 25th October 1976. Shri Keshav Shankar Devle thereafter sold but the said land for Rs. 10,000/- to Shri Anant Sadba Shelar vide Sale Deed dated 15th December 1986. As a result after the said purchase his name was mutated in the Revenue Records vide mutation entry No. 2367 dated 15th January 1987. (The Copy of the above referred Sale Deed was not furnished to me for my perusal).

7. It is seen that Mr. Anant Sadba Shelar purchased the said land from Mr. Keshav Shankar Devale on 17-12-76 by a registered sale deed. The copy of the said sale deed was not furnished to me for my perusal. By virtue of the said sale deed , name of Mr. Anant Sadba Shelar mutated to revenue record by mutation entry no. 2367.

S.NO. 20/3

1 It appears that land admeasuring 00 Acres 18 Gunthas, Assessed at Rs, 00 - Anna 05- Pai 00 in S.no. 20/3, Mohammadwadi, Pune, in the year 1953-54 stood in the name of Shri Jethmal Raichand Oswal proprietor of M/s Raichand Kanaji and Company after he had purchased the said land for Rs. 100/- from the Owner of the land Shri Vishnu Raghu Shewale vide registered sale Deed dated 15th October 1945, His name was thereafter mutated in the revenue records vide Mutation Entry No, 860 dated 14th March 1946 but the same was shown Shri Devichand Kanjaji proprietor of M/s. Raichand Kariaji and Company. The reason to the same is not known. The said land was however under the cultivation and possession of Shri Tukaram Kesu Shewale and Shri Laxman Devram Shewale. They were personally cultivating the said land and were growing certain crops upon the same. They had equal one half portion of the said land in their possession and cultivation.

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2 As per the Bombay Tenancy and Agricultural Lands, Act 1948 the tenants who were cultivating the land on the first day of April 1957 which is also known as the "Tillers Day" became deemed purchasers of the same on the said appointed day divesting the land lord of all his rights title and interest of whatsoever nature in the said land. Thus Shri Tukaram Kesu Shewale and Shri Laxman Devram Shewale had become Deemed Purchasers of the said land on the above appointed day. The name of Shri Tukaram Kesu Shewale was mutated in the Owners/ Holders Column as a simple tenant of the Owner Shri Jethmal Raichand Oswal vide Mutation Entry Number 1173 dated 12th November 1953. (But the said name is shown as Raichand Kariaji Marwardi in the said mutation entry. The reason for the same is not known.)

3 In the mean time Weights and Measures Act 1958 and Indian Coinage Act 1955 came into force. These Acts did not effect the title of the Owners to the property. The only result was that the area of the land which was earlier on, shown in Acre-Guntha was now converted and shown in Hectare -Are. Thus the aforesaid land admeasuring 00 Acre -16 Gunthas, Assessed at Rs. 00 -Anna 05 - Pai 00 after the Conversion was shown as 00 Hectare- 16 Ares and was Assessed at Rs. 00-30ps The Mutation to this effect was carried out vide Mutation Entry No. 1676 dated 24th February 1969.

4 It appears that an application was made by Shri Laxman Devram Shewale on 13th November 1969 to the Revenue Authorities for mutating his name and the name of Shri Tukaram Kesu Shewale in the Owners/ Holders Column on the basis of their continuous possession and cultivation of the said land. Thus on his application their names were mutated in the said column in place of the above owner of the said land. The same was carried out vide Mutation Entry No. 1684 dated 28th November 1969.

5 The reason specifying the same is not properly given in the said mutation the entry. It is seen that the said land is not restricted under "New Tenure" and said land is converted into "Bhogwata Varg 1" also. Therefore it is assumed that Mr. Laxman Devram Shewale purchased the said land under individual capacity instead of under Tennacy Act.



6 Shri Laxman Devram Shewale thereafter availed a loan of Rs. 4,000/- on 10th August 1970 from the Pune District Cooperative Land Development Bank Pune by mortgaging his various lands including his undivided share in the said land to it. A charge of the said amount was thus shown upon the said land. The Mutation to this effect was carried out as per order bearing No. Tagi/Kavi/3631/ dated 15th November 1971 of the Tahasildar Haveli, Pune. Accordingly the name of the above bank was mutated in the Owners/ Holders Column and the name of Shri Laxman Devram Shewale was mutated in the Other Rights Column vide Mutation Entry No. 1744 dated 6th December 1971.

7 Shri Laxman Devram Shewale subsequently availed a Tagai loan of Rs. 517.30 ps from the Government by Mortgaging his various lands including the above land to it for constructing ft Bund upon Ms land. A charge of the said amount was then shown in the Other Rights Column as per Order bearing Number: Bunding/Vashi/50/76 dated 13th May 1976 of the Tahasildar, Haveli, Pune vide Mutation Entry No. 1862 dated 5th October 1976.

8 Shri Laxman Devram Shewale, thereafter availed another loan of Rs. 10,000/- on 5th August 1976 from the Hadapsar Multi purposes Credit Cooperative Society Ltd by mortgaging his various lands including the above land to it. A charge of the said amount was thus shown in the Other Rights Column vide Mutation Entry No. 1878 dated 25th October 1976.

9 Shri Laxman Devram Shewale died on 9th July 1986 at Village Mohammadwadi leaving behind the following legal heirs (1) Shri Prakash Laxman Shewale (son 34 yrs) (2) Shri Pandurang Laxman Shewale (son-20 yrs) (3) Smt. Sashikala Laxman Shewale (daughter 27 yrs) (4) Smt. Gangubai Laxman Shewale (widow 55 yrs) (5) Smt. Hausabai Balasaheb More (daughter 24 yrs). As such after his death, the names of his sons and his widow were mutated in the Owners/Holders column whereas the names of his daughters were mutated in the other rights column. The mutation to this effect was carried out vide Mutation Entry No. 2404 dated 5th August 1987.

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Time - 10 A.M. to 11 A.M. [On Appointments only]
5.30 P.M. to 7 P.M.

10 Shri Tukaram Kesu Shewale died on 14th September 1982. He was survived by the following legal heirs namely (1) Shri Ananta Tukaram Shewale (son 35 yrs) (2) Smt. Shakuntala Shankararao Vanjale (daughter 2 5yrs) (3) Smt. Baby Sopan Chaudhary. Thus after his death their names were mutated in the Owners/ Holders Column vide Mutation entry Wo. 4359 dated 18th April 94.

11 The said legal heirs of Late Shri Tukaram Kesu Shewale thereafter sold out their half undivided share admeasuring 08 Ares in the above land for Rs. 20,000/- to Shri Anant Sadba Shelar vide Sale Deed dated 7th November 1988. (Copy of the Sale Deed not furnished). Thus after the above Sale, the names of the legal heirs of late Shri Tukaram Kesu Shewale were deleted from the Revenue Records vide mutation entry No. 4360 dated 18th April 1994.

12 Shri Laxman Devram Shewale prior to his death had paid the entire loan amount availed by him from the Pune District Cooperative Land Development Bank, Pune. A certificate bearing Outward No. 63 dated 19th July 1983 was also issued to him to this effect by the said bank which was produced after his death by the said purchaser before the Revenue Authorities. Thus relying upon this certificate the Revenue Authorities deleted the name of the said bank from the Owners/Holders Column and in place of its names, re-mutated the names of the legal heirs of late Shri Laxman Devram Shewale in the said column. The mutation to this effect was carried out vide Mutation Entry No. 4477 dated 14th December 1994.

13 These above legal heirs of late Shri Laxman Devram Shewale thereafter sold out their half undivided share in the above land for Rs., 2000/- to Shri Bahvant Sadba Shedar Vide Sale Deed dated 31st December 1987. Thus after the said purchase his name was mutated in the Revenue Records vide Mutation Entry No. 4478 dated 14th December 1994. However in the said transaction Smt. Gangubai Laxman Shewale, Smt. Sashikala Laxman Kad and Smt. Hausabai Balasaheb More were represented by their constituted Attorney Shri Pandurang Laxman Shewale. I have not seen this Sale Deed and, neither the said Power of Attorney was made available to me.

Manjiree

B] S.NO. 20/4 -

1. It appears that land admeasuring 00 Acre 18 Gunthas, Assessed at Rs. 00 -Anna 07 - Pai 00 bearing survey Number 20/4, Mohammadwadi, Pune in the year 1953-54 stood in the name of Shri. Kashinath Narayan Shewale. His name was mutated in the Revenue Records as a Karta/ Manager of the HUF after the death of his father Late Shri Narayan Piraji Shewale who died on 20th March 1936 at Village Hadapsar. His mutation of his name was carried out vide Mutation Entry No. 630 dated 16th April 1936.

2. Though, title of the above land stood in the name of Shri. Kashinath Narayan Shewale, the same was under the cultivation of one Shri Laxman Devram Shewale. He was personally cultivating the said land and was growing certain crops upon the same. He cultivated the said land from 1953-54 to 1977-78. As per the Bombay Tenancy and Agricultural Lands Act 1948, the tenants who were cultivating the land on the first day of April 1957 became deemed purchasers of the same on the said appointed day divesting the land lord of all his rights, title and interest of whatsoever nature in the said land. Thus Shri Laxman Devram Shewale had become Deemed Purchaser of the above land. But the "Reet column" (i.e the Cultivation Column) showed the cultivation of the owner himself though name of Shri Laxman Devram Shewale was shown in the "Kul Ani Khand Column". This fact does not appear to be correct simply for the reason that if the Owner himself was cultivating the land then his name would have been mutated in the Kul ani Khand Column. The Reet in such a case would have been "REET-1". And if the Owner was cultivating the land through the above person as a servant of the land then the "Reet" would have been different. It would never have been "Reet-1". Hence I presume that Shri Laxman Devram Shewale was a tenant of the above land who had acquired the right to purchase the said land on the above appointed day, being deemed purchaser of the same. This was never reflected in the Revenue Records. Moreover one Shri Devram Mahadu Shewale was shown as a protected Tenant under section 3A of the Bombay Tenancy and Agricultural Lands Act of the owner Shri Kashinath

Narayan Shewale whose name was mutated in the Other Rights column vide Mutation Entry No 941 dated 21st August 1944. But his name was deleted there from vide mutation entry No. 1438 dated 15th May 1957 on the ground that he did not have possession and cultivation of the land since two years prior to the said mutation which means that he cultivated the land as a tenant thereof till 1955. But this fact appears to be contrary to the information as given in the village Form 7.7A and 12 for the period 1953-54 to 1969-70, 1970-71 to 1975-76 which clearly indicates that the land in the year 1953-54 and thereafter till 1977-78 was under the cultivation of his son Shri Laxman Devram Shewale and if it is to be believed that he was cultivating the land of the above referred period. This further cements the presumption that, Shri Laxman Devram Shewale was cultivating the land as a tenant, thereof, and not as a servant of the land lord Shri Kashinath Naryayan Shewale and/ or in any other capacity.

3. The Government of Bombay thereafter enacted The Bombay Prevention of Fragmentation and Consolidation of Holdings Act 1947 with a view to prevent Fragmentation of Agricultural Holding and to provide for the consolidation of Agricultural Holdings for the purpose of better cultivation. The same was made applicable to the said land. A remark to this effect was also made in the Other Rights Column vide Mutation Entry No. 1129 dated 22nd August 1951. This remark was endorsed as per notification bearing Number 5869/ 47 dated 17th May 1950 of the Government of Bombay.

4. In the mean time Weights and Measures Act 1958 and Indian Coinage Act 1955 came into force. These Acts did not effect the title of the Owners to the property. The only result was that the area of the land which was earlier on, shown in Acre-Guntha was now converted and shown in Hectare -Are. Thus the aforesaid land admeasuring 66 Acre -18 Gunthas, Assessed at Rs. 00 -Anna 07 - Pai -00 after the Conversion was shown as 00 Hectare- 18 Ares and was Assessed at Rs. 00-25ps The Mutation to this effect was carried out vide Mutation Entry No. 1676 dated 24th February 1969.

Manjiree

5. It appears that Shri Kashinath Narayan Shewale later on availed a Tagai loan of Rs. 517.30 ps from the Government by mortgaging his various land including the above land to it for constructing a Bund. A charge of the said amount was therefore shown in the Other Rights column as per Order bearing Number Bunding/Vashi/50/76 dated 13th May 1976 of the Tahasildar Haveli Pune. The effect to the said order was given in the Revenue Records vide Mutation Entry No. 1862 dated 5th October 1976.

6. Since Shri Laxman Devram Shewale was in possession and cultivation of the said land on the above appointed day, an enquiry was conducted by the Additional Tahasildar Haveli Pune who after the enquiry proceeded to fix the purchase price of the said land under section 32-H of the Bombay Tenancy, Agricultural Lands Act 1948. The said price was subsequently paid by the tenant purchaser Shri Laxman Devram Shewale in the Government treasury within the stipulated period as fixed by the Additional Tahasildar, Haveli Pune. Accordingly a purchase certificate under section 32-M was issued to him as a conclusive proof certifying the above purchase. Thus after the said purchase his name was mutated in the Owners/Holders Column vide Mutation Entry No. 2389 dated 29th June 1987. The name of the Original Owner Shri Kashinath Narayan Shewale was thereafter deleted from the Revenue Records. The mutation of the name of the said tenant purchaser in the Owners/Holders column was made subject to section 43 of the Bombay Tenancy and Agricultural Lands Act 1948 which restricted the transfer of the above land in any manner whatsoever without the previous sanction of the collector. The said land was thereafter shown as a New Tenure Land.

7. Shri. Laxman Devram Shewale died on 9th June 1986 at village : Mohammadwadi leaving behind the following legal heirs (1) Shri Prakash Laxman Shewale (son 34 yrs) (2) Shri Pandurang Laxman Shewale (son-20 yrs) (3) Smt. Sashikala Laxman Shewale (daughter 27 yrs) (4) Smt. Ganaubai Laxman Shewale (widow 55 yrs) (5) Smt. Hausabai Balasaheb More (daughter 24 yrs). As such after his death, the names of his sons and Ms Widow were entered in the Owners/ Holders

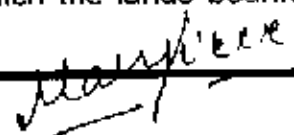
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colimri whereas the names of his daughters were mutated in the other rights column. The mutation to this effect was carried out vide Mutation Entry No. 2404 dated 5th August 1987.

8. The above legal heirs of (i.e. 1 to 5 as above) late Shri Laxman Devram Shewale subsequently sold out the said land along with the other lands bearing Survey Nos. 20/1 and 20/7 respectively for Rs. 20,000/- to Shri Anant Sadba Shelar vide sale Deed dated 31 January 1997. (Copy of the Sale Deed not furnished). Accordingly his name was mutated in the Owners/ Holders Column vide Mutation Entry No. 2476 dated 11th January 1986. "In the said¹ transaction Stilt. Gangubai Laxman Shewale had represented her daughters Smt. Hausabai Balasaheb More and Smt. Sashikala Laxman Shewale as their constituted Attorney (copy of POA not furnished). It is to be noted that the above persons while dealing with the said land did not obtain the permission as required under section 43 of the Bombay Tenancy and Agricultural Lands Act 1948 as the land was a New Tenure Land. A remark to this effect was also made in the other rights column in the Village Form 7,7A and 12 for the period 1976-77 to 1990-91 vide the above Mutation Entry No. 2476.

9. The Tahasildar, Haveli, orally directed the Talathis in the meeting held on 5th May 1993 for deleting the names of all the tenants appearing in the Other Rights Column as well as the loan amounts which had been obtained by mortgaging title lands for various purposes. Thus as per ms order, the name of Shri Pandurang Bandal was deleted from the Other Rights Column and also the charge of the loan amount which had been availed by Shri Kashinath Narayan Shewale for constructing a Bund and which was reflected in the Other Rights Column vide Mutation Entry No. 1862. The mutation regarding the said deletion was carried out vide Mutation Entry No. 4297 dated 25th October 1993.

10. It appears that an enquiry was conducted under section 84-C by the Tahasildar, Haveli Pune in respect of the above transaction by virtue of which the lands bearing



S.No. 20/1, 20/4 and 20/7, were purchased by Shri Anant Sadba Shelar. After the said enquiry he came to the conclusion that the above transaction was invalid. As a result his name was deleted from the Owners/Holders column and the name of the Government was mutated therein after the, above land was confiscated by him as per his order bearing No 84-C/Vashi/207/96 dated 13th December 1996. The mutation to this effect was carried out, vide Mutation Entry No. 5111 dated 16th December 1996.

11. The said land was later on allotted by the Additional Tahasildar vide his order bearing No: 84C/SR.207/96 dated 31st March 1997 to Smt. Leela Anant Shelar on "New tenure" on the condition that she would use the land for Agricultural purpose only and would pay Rs. 348/- towards the Ownership rights granted to her in respect of the said land. Thus as per his order her name was mutated in the Owners/Holders Column vide Mutation Entry No. 5156 dated 2nd April 1997.

12. It further appears that as per Order bearing Number RTS/ Appeal/ 49/ 1997 dated 27th March 2000 of the Sub Divisional Officer, Pune, Sub-Division Pune and the Order bearing No.RTS/ appeal/ 170/98 dated 27th April 2000 of the Additional Collector, Pune, the names of all the persons which were deleted on the oral direction of the Tahasildar Haveli Pune, vide Mutation Entry No. 4297 were re-instated therein. These orders were followed by an Order bearing No.:HV/Kavj/1772/2000 dated 24th July 2000 of the Tahasildar Haveli Pune whereby the effect to the above orders were given in the Revenue Records vide Mutation Entry No. 7365 dated 21st October 2000. But inspite of these Orders, the name of Shri Pandurang Bandal was not mutated again in the Revenue Records. The reason for the same is not known.

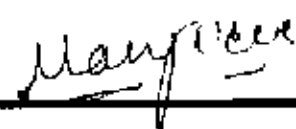
S.NO. 20/5

1 It appears that land admeasuring 00 Acres 21 Gunthas, Assessed at Rs. 00 - Anna 09- Pai 00 bearing survey Number 20/5, Mohammadwadi, Pune in the year 1953-54 stood in the name of Shri. Dinu Shankar Shewale as an Owner of the said Land.

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Though being Owner of the said land was under the cultivation and possession of one Shri. Laxman Devram Shewale as a tenant of the above land. He was personally cultivating the said land and was growing certain crops upon the same. However prior to him the said land was under the cultivation of one Shri Mahasku Khusaba Ghule. He was shown as a protected tenant under Section 3-A of Shri Dinu Shankar Shewale, As such his name was mutated in the Other Rights Column vide Mutation Entry No. 983 dated 21st August 1948. But prior to 1953-54 he gave up the cultivation and possession of the above land. Accordingly his name was deleted from the said column vide mutation Entry No. 1443 dated 16th May 1957. This mutation entry however indicates that he gave up the cultivation of the land nearly two years prior to the said mutation which according to me does not appear to be correct merely due to the fact that the "Kul ani Khand Column" in the year 1953-54 showed the land to be under the cultivation of Shri Laxman Devram Shewale .

2 As per the Bombay Tenancy and Agricultural Lands Act 1948 the tenants who were cultivating the land on the first day of April 1975 which is also known as the Tillers Day became deemed purchasers of the same on the said appointed day divesting the land lord of all his rights title and interest of whatsoever nature in the said land. Thus Shri Laxman Devram Shewale had become Deemed Purchaser of the said land on the above appointed day. But the "Reet column" (i.e the Cultivation Column) showed the cultivation of the owner himself. This fact does not appear to be correct due to the fact that if the Owner himself was cultivating the land then his name would have been mutated in the "Kul Ani Khand" Column. The Reet in such a case would have been "REET-1". And if the Owner was cultivating the land through the above person (i.e Shri Laxman Devram Shewale) as a servant of the said land then the "Reef would have been different; It would never have been "Reet-1". This has led me to presume and conclude that Shri. Laxman Devram Shewale was a tenant of the above land who had acquired the right to purchase the said land on the above appointed day, being deemed purchaser of the same.



3 The Government of Bombay thereafter enacted The Bombay Prevention of Fragmentation and Consolidation of Holdings Act 1947 with a view to prevent Fragmentation of Agricultural holding and to provide for the consolidation of agricultural holdings for the purpose of better cultivation. The provisions of the said Act were made applicable to the said land. A remark to this effect was also endorsed in the Other Rights Column vide Mutation Entry No. 1129 dated 22nd August 1951 as per notification bearing Number 5869/47 dated 17th May 1950 of the Government of Bombay.

4 In the mean time Weights and Measures Act 1958 and Indian Coinage Act 1955 came into force. These Acts did not effect the title of the Owners to the property. The only result was that the area of the land which was earlier on, shown in Acre-Guntha was now converted and shown in Hectares - Ares. Thus the aforesaid land admeasuring 00 Acres -21 Gunthas, Assessed at Rs. 00 -Anna 09 Pai 00 after the Conversion was shown as 00 Hectare- 21 Ares and was Assessed at Rs. 00-55 ps The Mutation to this effect was carried out vide Mutation Entry No. 1676 dated 24th February 1969.

5 The name of Shri Laxman Devram Shewale was later on mutated in the Owners/ Holders column in place of the name of the owner Shri Dinu Shankar Shewale by the Revenue authorities after he had made an application to this effect to them wherein he had stated that he was in continuous possession of the said land and was cultivating the same as an Owner thereof. Hence the entry showing the name of Shri Dinu Shankar Shewale in the owners/holders column was a false entry. Due to which as per his application his name was mutated in the said column vide Mutation Entry No. 1750 dated 11th February 1972 and the name of the said owner was accordingly deleted there from. The reason specifying the same are not properly given in the said mutation entry. The reason specifying the same is not properly given in the said mutation the entry. It is seen that the said land is not restricted under "New Tenure" and said land is converted into "Bhogwata Varg 1" also. Therefore it is assumed that Mr.

Laxman Devram Shewale purchased the said land under individual capacity instead of under Tennacy Act.

6 Shri. Laxman Devram Shewale later on availed a Tagai loan of Rs. 794-67 from the Government by Mortgaging his various lands including the above land to it for constructing a Bund upon his land. A charge of the said amount was thus shown in the Other Rights Column vide Mutation Entry No, 1862 dated 5th October 1976 as per Order bearing No: Bunding/Vashi/50/76 dated 13th May 1976 of the Tahasildar Haveli Pune.

7 Shri. Laxman Devram Shewale thereafter sold out the said land and another land bearing Survey Number 20/2 for Rs. 9000/- to Shri Keshav Shankar Devle vide a sale deed dated 10th August 1975 (copy of the Sale Deed not furnished). As a result his name was mutated in the Owners/Holders column vide Mutation Entry No. 2240 dated 3rd September 1984.

8 Shri. Laxman Devram Shewale prior to the said transaction had availed a loan of Rs. 10,000/- on 5th August 1976 from the Hadapsar Multi purposes Credit Cooperative Society by mortgaging his various lands including the above land to it. A charge of the said amount was then shown in the Other Rights Column vide Mutation Entry No. 1876 dated 25th October 1976.

9 Shri. Keshav Shankar Devale thereafter sold out the said land for Rs. 10,000/- to Shri Anant Sadba Shelar vide a Sale Deed dated 15th December 1986. As a result after the said purchase his name was mutated in the Revenue Records vide mutation entry No. 2367 dated 15th January 1987. (Copy of the Sale Deed not furnished). It is to be noted that Shri Keshav Shankar Devle himself did not have a valid title to the property and therefore he could not have passed on a better title than what he possessed.



S.NO. 20/6

1 It appears that land admeasuring 00 Acres 26 Gunthas, Assessed at Rs. 01 - Anna 01- Pai OO of S.no. 20/6 , Mohammadwadi, Pune in the year 1953-54 stood in the name of Shri Jethmal Raichand Oswal proprietor of M/s. Raichand Kanaji and Company after he had purchased the said land for Rs. 100/- from the then Owner of the land Shri. Vishnu Raghu Shewale vide registered sale Deed dated 15th October 1945. His name was thereafter mutated in the revenue records vide Mutation Entry No. 860 dated 14th March 1946 but the same was shown as Shri Devichand Kanaji proprietor of M/s Raichand Kanaji and Company. The reason for the same is not known. The said land was however under the cultivation and possession of Shri Tukaram Kesu Shewale and Shri Laxtnan Devram Shewale. They were personally cultivating the said land and were growing certain crops upon the same. They had equal one half portion of the said land in their possession and cultivation.

2 As per the Bombay Tenancy and Agricultural Lands Act 1948 the tenants who were cultivating the land on the first day of April 1957 which is also known as the "Tillers Day" became deemed purchasers of the same on the said appointed day divesting the land lord of all his rights title and interest of whatsoever nature in the said land. Thus Shri Tukaram Kesu Shewale and Shri Laxman Devram Shewale had become Deemed Purchasers of the said land on the above appointed day. The name of Shri Tukaram Kesu Shewale was mutated in the Owners/ Holders Column as a simple tenant of the Owner Shri Jethmal Raichand Oswal vide Mutation Entry Number 1173 dated 12th November 1953. (But the said name is shown as Raichand Kanaji Marwardi in the said mutation entry. The reason for the same is not known.)

3 The name of Shri Tukaram Kesu Shewale was mutated in the Other Rights Column of the Owner Shri Raichand Jethmal Oswal vide Mutation Entry No. 1173 dated 12th November 1953 whereas the name of Shri Laxman Devram Shewale was mutated in the Other Rights Column after the death of his father late Shri Devram Mahadu

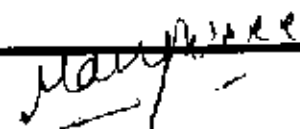
Shewale vide Mutation Entry No. 1407 dated 14th May 1957. But prior to the same his name was shown in the "Kul Ani Khand" Column which means that the cultivation of the land was being done by late Shri Devram Mahadu Shewale through his son Shri Laxman Devram Shewale prior to his death. TMs further clarifies the fact that they were cultivating the land as tenants thereof.

4 The Agricultural Lands Tribunal vide its -Order No., ALT/II/ Mohammadwadi/ 65 further clarified the fact that there was no tenant-landlord relationship between Shri Laxman Devram Shewale and Shri Tukaram Kesu Shewale. As a result their names were deleted from the Other Rights Column vide Mutation Entry No. 1653 dated 28th July 1968.

5 In the mean time Weights and Measures Act 1958 and Indian Coinage Act 1955 came into force. These Acts did not effect the title of the Owners to the property. The only result was that the area of the land which was earlier on, shown in Acre-Guntha was now converted and shown in Hectare -Are. Thus the aforesaid land admeasuring 00 Acre -26 Gunthas, Assessed at Rs. 01 -Anna 01 -Pai 00 after the Conversion was shown all 00 Hectare- 26 Ares and was Assessed at Rs. 0 1-05ps The Mutation to this effect was carried out vide Mutation Entry No. 1676 dated 24th February 1969.

6 It appears that an application was made by Shri Laxman Devram Shewale on 13th November 1969 to the Revenue Authorities for mutating his name and the name of Shri Tukaram Kesu Shewale in the Owners/ Holders Column on the basis of their continuous possession and cultivation of the said land. Thus on his application, their names were mutated in the said column in place of the above owner of the said land. The same was carried out vide Mutation Entry No. 1684 dated 28th November 1969.

7 The reason specifying the same are not properly given in the said mutation entry. The reason specifying the same is not properly given in the said mutation the entry. It is seen that the said land is not restricted under "New Tenure" and said land is converted



into "Bhogwata Varg 1" also. Therefore it is assumed that Mr. Laxman Devram Shewale purchased the said land under individual capacity instead of under Tennacy Act.

8 Shri Laxman Devram Shewale thereafter availed a loan of Rs. 4,000/- on 10th August 1970 from the Pune District Cooperative Land Development Bank Pune by mortgaging Ms various lands including his undivided share in the, said land to it. A charge of the said amount was thus shown upon the said land. The Mutation to this effect was carried out as per order bearing No. Tagi/Kavi/3631/ dated 15th November 1971 of the Tahasildar Haveli, Pune. Accordingly the name of the above bank was mutated in the Owners/ Holders Column and the name of Shri Layman Devram Shewale was mutated in the Other Rights Column vide Mutation Entry No. 1744 dated 6th December 1971.

9 Shri Laxman Devram Shewale subsequently availed a Tagai loan of Rs. 517.30 ps from the Government by Mortgaging his various lands including the above land to it for constructing a Bund upon his land. A charge of the said amount was then shown in the Other Rights Column as per Order bearing Number : Bunding/Vashi/ 50/76 dated 13th May 1976 of the Tahasildar, Haveli, Pune vide Mutation Entry No. 1862 dated 5th October 1976.

10 Shri Laxman Devram Shewale, thereafter availed another loan of Rs. 10,000/- on 5th August 1976 from the Hadapsar Multi purposes Credit Cooperative Society Ltd by mortgaging his various lands including the above land to it. A charge of the said amount was thus shown in the Other Rights Column vide Mutation Entry No. 1876 dated 25th October 1976.

11 Shri Laxman Devram Shewale subsequently paid the entire loan amount with interest to Pune District Land Cooperative Land Development Bank on 21st May 1983 which he had availed from the said Dank. A certificate to this effect was issued to him by the said bank which was produced by him before concerned revenue officer. Thus

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relying upon the same the said officer deleted the name of the said bank from the Owners/Holders column and in place of its name re-mutated the name of the owner Shri Laxman Devram Shewale vide Mutation Entry No. 2184 dated 1st September 1983.

12 Shri Laxman Devram Shewale died on 9th July 1986 at Village : Mohammadwadi leaving behind the following legal heirs (1) Shri Prakash Laxman Shewale (son- 34 yrs) (2) Shri Pahdurang Laxman Shewale (son-20 yrs) (3) Smt. Sashikala Laxman Shewale (daughter 27 yrs) (4) Smt. Gangubai Laxman Shewale (widow 55 yrs) (5) Smt/ Hausabai Balasaheb More (daughter 24 yrs). As such after his death, the names of his sons and his widow were mutated in the Owners/Holders column whereas the names of his daughters were mutated in the other rights column. The mutation to this effect was carried out vide Mutation Entry No. 2404 dated 5th August 1987.

13 Shri. Tukaram Kesu Shewale died on 14th September 1982. He was survived by the following legal heirs namely (1) shri Ananta Tukaram Shewale (son 35 yrs) (2) Smt. Shakuntala Shankararao Vanjale (daughter 25yrs) (3) Smt. Baby Sopan Chaudhary. Thus after his death their names were mutated in the Owners/Holders Column vide Mutation entry No. 4359 dated 18th April 94. It is not known whether his mother/widow had predeceased him.

14 The above legal heirs of Late Shri Tukaram Kesu Shewale later on sold out their half undivided share admeasuring 13 Ares alongwith two other lands bearing Survey Numbers 20/10 and 20/3 for Rs. 20,000/- to Shri Anant Sadba Shelar vide registered Sale Deed dated 7th November 1988. (Copy of the Sale Deed not furnished). As a result the name of the said purchaser was mutated in respect of the said land vide Mutation Entry No. 4360 dated 18th April 1994.

15 Similarly the other half portion of the said land was thereafter sold out by the above referred legal heirs of late Shri Laxman Devram Shewale for Rs. 46,000/- to Shri

Anant Sadba Shelar vide a registered sale deed dated 6th November 1989 (Copy of the Sale Deed was not furnished). Thus his name was mutated in the said portion of the land vide Mutation Entry NO. 4464 dated 7th November 1944. In the said transaction Smt. Hausabai Balasaheb More and Smt. Sashikala Laxman Kad were represented by their attorney Shri Prakash Laxman Shewale. However I have not seen the said Power of Attorney as the same was not made available to me.

C] S.No.20/7 –

1. It appears that land admeasuring 00 Acres 26 Gunthas, Assessed at Rs. 01 - Anna 01 - Pai 00 bearing survey Number 20/7 . Mohammadwadi, Pune in the year 1953-54 stood in the name of Shri. Kashinath Narayan Shewale. His name was mutated in the Revenue Records as a Karta/ Manager of the HUF after the death of his father Late Shri Narayan Piraji Shewale who died on 20th March 1936 at Village Hadapsar. The mutation of his name was carried out vide Mutation Entry No. 630 dated 16th April 1936.

2. Though the above land stood in the name of Shri. Kashinath Narayan Shewale, the same was under the cultivation of one Shri Laxman Devram Shewale. He was personally cultivating the said land and was growing certain crops upon the same. He cultivated the said land from 1953-54 to 1977-78. As per the Bombay Tenancy and Agricultural Lands Act 1948 the tenants who were cultivating the land on the first day of April 1957 became deemed purchasers of the same on the said appointed day divesting the land lord of all his rights title and interest of whatsoever nature in the said land. Thus Shri Laxman Devram Shewale had become Deemed Purchaser of the above land. But the "Reet column" (i.e the Cultivation Column) showed the cultivation of the Owner himself though the name of Shri Laxman Devram Shewale was shown in the "Kul Ani Khand Column". This fact does not appear to be correct simply for the reason that if the Owner himself was cultivating the land then his name should have been mutated in the

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"Kul Ani Khand" Column. The Reet in such a case would have been "REET-I" (REET means manner/mode of Cultivation and REET-1 means self cultivation). Thus if the Owner was cultivating the land through the above referred person Shri Laxman Devram Shewale as a servant of the said land then the "Reef would have been different. It would never have been "Reet-1". Hence I presume that Shri Laxman Devram Shewale was a tenant of the above land who had acquired the right to purchase the said land on the above appointed day, being deemed purchaser of the same. This was never reflected in the Revenue Records. Moreover one Shri Devram Mahadu Shewale was shown as a protected Tenant under section 3A of the Bombay Tenancy and Agricultural Lands Act of the owner Shri Kashinath Narayan Shewale whose name was mutated in the Other Rights column vide Mutation Entry No 941 dated 21st August 1944. But his name was deleted from the said column vide Mutation Entry No. 1438 dated 15th May 1957 on the ground that he did not have the possession of the said land and neither cultivated the same since two years prior to the said mutation which means that he cultivated the land as a tenant thereof till 1955. But this fact appears to be contrary to the information as given in the Village Form 7,7A and 12 for the period 1953-54 to 1969-70, 1970-71 to 1975-76 which clearly indicates that the land in the year 1953-54 and thereafter till 1977-78 was under the cultivation of his son Shri Laxman Devram Shewale and if it is to be believed that he was cultivating the land till 1955 then it has to be presumed that he was doing so through his son Shri Laxman Devram Shewale who was in cultivation of the same for the above referred period. This further cements the presumption that Shri Laxman Devram Shewale was cultivating the land as a tenant thereof and not as a servant of the land lord Shri Kashinath Narayan Shewale and/ or in any other capacity.

3. It is to be noted that mutation entry No. 1438 is not shown in the other rights Column in the village form 77A and 12 for the period 1953-54 to 1969-70 and this mutation entry which is available with me also does not reflect the above survey number. The reason for the same is not known But this mutation relates to the deletion of the name of the above tenant Shri Devram Mahadu Shewale from the land owned by

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Shri Kashinath Narayan Shewale, hence I presume that this mutation entry also had relation with the above property though the said survey number was not shown in the same.

4. The Village Form 7,7A and 12 also indicates the name of Shri Pandurang Bandal in the Other rights Column. He is shown as a mortgagee, of the said land. How his name was mutated in the said column is not known.

5. The Government of Bombay thereafter enacted The Bombay Prevention of Fragmentation and Consolidation of Holdings Act 1947 with a view to prevent Fragmentation of Agricultural holding and to provide for the consolidation of agricultural holdings for the purpose of better cultivation. The said Act was made applicable to the above land. A remark to this effect was also endorsed in the Other Rights Column vide Mutation Entry No. 1129 dated 22nd August 1951. This remark was endorsed as per notification bearing Number 5869/47 dated 17th May 1950 of the Government of Bombay.

6. In the mean time Weights and Measures Act 1958 and Indian Coinage Act 1955 came into force. These Acts did not effect the title of the Owners to the property. The only result was that the area of the land, which was earlier on, shown in Acre-Guntha, was now converted and shown in Hectare -Are. Thus the aforesaid land admeasuring 00 Acre -18 Gunthas, Assessed at Rs. 00 - Anna 07 - Pai -00 after the Conversion was shown as 00 Hectare- 18 Ares and was Assessed at Rs. 00-44ps. The Mutation to this effect was carried out vide Mutation Entry No. 1676 dated 24th February 1969.

7. It appears that Shri Kashinath Narayan Shewale later on availed a Tagai loan of Rs. 517.30 ps from the Government by Mortgaging his various lands to it including the above land for creating a "Bund". A charge of the said amount was therefore shown in the Other Rights column as per the Order bearing Number: Bunding/Vashi/50/76 dated

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13th May 1976 of the Tahasildar Haveli Pune. The effect to the said order was given in the Revenue Records vide Mutation Entry No. 1862 dated 5th October 1976.

8. Since Shri Laxman Devram Shewale was in possession and cultivation of the said land on the above appointed day. An enquiry was conducted by the Additional Tahasildar Haveli Pune who after the enquiry proceeded to fix the purchase price of the said land under section 32-H of the Bombay Tenancy Agricultural Lands Act 1948. The said price was subsequently paid by the Tenant-Purchaser Shri Laxman Devram Shewale in the Government treasury within the stipulated period as fixed by the Additional Tahasildar, Haveli Pune. Accordingly a purchase certificate under section 32-M was issued to him as a conclusive proof certifying the above purchase. Thus after the said purchase his name was mutated in the Owners/Holders Column vide Mutation Entry No. 2389 dated 29th June 1987, The name of the Original Owner Shri Kaahinath Narayan Shewale was thereafter deleted from the Revenue Records. The mutation of the name of the said tenant purchaser in the Owners/Holders column was made subject to section 43 of the Bombay Tenancy and Agricultural Lands Act 1948 which restricted the said tenant purchaser from transferring the above land in any manner whatsoever without the previous sanction of the collector. The said land thereafter was shown as a New Tenure Land.

9. Shri Laxman Devram Shewale died on 9th June 1986 at Village Mohammadwadi leaving behind the following legal heirs (1) Shri Prakash Laxman Shewale (son -34 yrs) (2) Shri Pandurang Laxman Shewale (son-20 yrs) (3) Smt. Sashikala Laxman Shewale (daughter -27 yrs) (4) Smt. Gangubai Laxman Shewale (widow-55 yrs) (5) Smt. Hausabai Balasaheb More (daughter -24 yrs). As such after his death, the names of his sons and his widow were mutated in the Owners/Holders column whereas the names of his daughters were mutated in the other rights column. The mutation to this effect was carried out vide Mutation Entry No. 2404 dated 5th August 1987.



10. The above legal heirs (i.e. 1 to 5 as above) of late Shri Laxman Shewale subsequently sold out the said land along with the other two lands bearing Survey Nos. 20/4 and 20/7 respectively for Rs. 20,000/- to Shri Anant Sadba Shelar vide sale Deed dated 31st January 1997 (copy of the Sale Deed not furnished). Accordingly his name was mutated in the Owners/Holders Column vide Mutation Entry No. 2476 dated 11th January 1988. In the said transaction Smt. Gangubai Laxman Shewale had represented her daughter Smt. Hausabai Balasaheb More and Smt. Sashikala Laxman Shewale as their constituted Attorney (copy of the POA not furnished). It is to be noted that the above persons while dealing with the said land did not obtain the permission as required under section 43 of the Bombay Tenancy and Agricultural Lands Act 1948. A remark to this effect was also made in the other rights column in the Village Form 7, 7A and 12 for the period 1976-77 to 1990-91 vide the above Mutation Entry No. 2476.

11. The Tahasildar, Haveli, Pune orally directed the Talathis in the meeting held on 5th May 1993 for deleting the names of all the tenants appearing in the Other Rights Column as well as the loan amounts which had been obtained by mortgaging the lands for various Agricultural purposes. Thus as per his order, the name of Shri Pandurang Bandal was deleted from the Other Rights column and also the charge of the loan availed by Shri Kashinath Narayan Shewale for constructing a Bund which was reflected in the Other Rights Column vide Mutation Entry No. 1862. The mutation regarding the said deletion was carried out vide Entry No. 4297 dated 25th October 1993.

12. It appears that an enquiry was conducted under section 84-C by the Tahasildar, Haveli, Pune, in respect of the above transaction by virtue of which the lands bearing S.Nos. 20/1, 20/4 and 20/7 were purchased by Shri Anant Sadba Shelar and after the said enquiry the above transaction was held invalid by him. As a result his name was deleted from the Owners/Holders column and the name of the Government was mutated therein after the above land was confiscated by the Government as per Order

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bearing No. 84-C/Vashi/207/96 dated 13th December 1996 of the Tahasildar Haveli, Pune. The mutation to this effect was carried out vide Mutation Entry No. 5111 dated 16th December 1996.

13. The said land was later on allotted by the Additional Tahasildar vide his order bearing No: 84C/SR.207/96 dated 31st March 1997 to Smt. Leela Anant Shelar on "New tenure on the condition that she would use the land for Agricultural purpose only and would pay Rs. 348/- towards the Ownership rights granted to her in respect of the said land. Thus as per his order her name was mutated in the Owners/ Holders Column vide Mutation Entry No. 5156 dated 2nd April 1997.

14. It further appears that as per the Order bearing Number RTS/Appeal/ 49/ 1997 dated 27th March 2000 of the Sub-Divisional Officer, Pune Sub-Division, Pune and the Order bearing No.RTS/appeal/170/98 dated 27th April 2000 of the Additional Collector Pune the names of all the persons which were deleted on the oral directions of the Tahasildar, Haveli, Pune from the Other Rights Column, vide Mutation Entry No. 4297 were re-instated there in. These orders were followed by the Order bearing No.- HV/Kavi/1772/2000 dated 24th July 2000 of the Tahasildar, Haveli, Pune, whereby the effect to the above orders were given in the Revenue Records vide Mutation Entry No. 7365 dated 21st October 2000. In spite of these Orders, the name of Shri Pandurang Bandal was not mutated again in the Revenue Records. The reason for the same is not known.

Development of Land -

1. By virtue of the Agreement dtd.24.03.2006, duly registered in the office of the Sub Registrar, Haveli No.16 at Serial No. 2351/2006, Mr. Anant Sadba Shelar agreed to sale and granted the development rights in respect of land bearing S.no. 20/2 (OH-10R), S.no.20/3 (OH-16R), S.no. 20/5 (OH-21R), S.no. 20/6(OH-26R), alongwith other lands to and in favour of Mr. Vijay Tirthram Sharma , Mr. Jitendra Vijay Sharma, Mr. Rahul

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Shivajirao Kadam, Smt. Savita Shivajirao Kadam, Mrs. Rajani Shivajirao Kadam, Shri Shivajirao Shripatrao Kadam, Mr. Niyamat Latif ManJothi, Mr. Latif Ahmad Manjothi herein for the total and all inclusive consideration of Rs.1,05,44,800/- (Rupees One Core Five Lacs Forty Four Thousand Eight Hundred only). Mr. Anant Sadba Shelar also entrusted a Power of Attorney dt. 24.03.2006 in favour of Mr. Vijay Tirthram Sharma Mr. Latif Ahmad Manjothi , which was duly registered in the office of the Sub Registrar, Haveli No.16 at Serial No.2352/2006.

2. By virtue of the Agreement dt.4.03.2006, duly registered in the office of the Sub Registrar, Haveli No.8 at Serial No. 1753/2006, Mr. Balwant Sadba Shelar agreed to sale and granted the development rights in respect of land bearing S.no. 20/3 (0H-8R), alongwith other lans to and in favour of Mr. Vijay Tirthram Sharma , Mr. Jitendra Vijay Sharma, Mr. Rahul Shivajirao Kadam, Smt. Savita Shivajirao Kadam, Mrs. Rajani Shivajirao Kadam, Shri Shivajirao Shripatrao Kadam, Mr. Niyamat Latif ManJothi, Mr. Latif Ahmad Manjothi herein for the total and all inclusive consideration of Rs.1,96,90,800/- (Rupees One Core Ninety Six Lacs Ninety Thousand Eight Hundred only). Mr. Balwant Sadba Shelar also executed the Power of Attorney dt. 4.03.2006 in favour of Mr. Vijay Tirthram Sharma , Mr. Latif Ahmad Manjothi , which was duly registered in the office of the Sub Registrar, Haveli No.8 at Serial No. 1754/2006.

3. By virtue of the Agreement dtd.24.03.2006, duly registered in the office of the Sub Registrar, Haveli No.16 at Serial No. 2349/2006, Mrs. Leela Anant Shelar agreed to sale and granted the development rights in respect of land bearing S.no. 20/1 (0H-18R), S.no.20/4 (0H-18R), S.no. 20/7 (0H-26R), alongwith other lands to and in favour of Mr. Vijay Tirthram Sharma , Mr. Jitendra Vijay Sharma, Mr. Rahul Shivajirao Kadam, Smt. Savita Shivajirao Kadam, Mrs. Rajani Shivajirao Kadam, Shri Shivajirao Shripatrao Kadam, Mr. Niyamat Latif ManJothi, Mr. Latif Ahmad Manjothi herein for the total and all inclusive consideration of Rs.1,05,44,800/- (Rupees One Core Five Lacs Forty Four Thousand Eight Hundred only). Mrs. Leela Anant Shelar also entrusted a Power of

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Attorney dt. 24.03.2006 in favour of Mr. Vijay Tirthram Sharma ^{and} Mr. Latif Ahmad Manjothi which was duly registered in the office of the Sub Registrar, Haveli No.16 at Serial No.2350/2006.

4. By virtue of the Agreement dt. 12.05.2006 which was duly registered in the office of the Sub Registrar, Haveli No.11 at Serial No.3687/2006, Mr. Vijay Tirthram Sharma, Mr. Jitendra Vijay Sharma, Mr. Rahul Shivajirao Kadam, Smt. Savita Shivajirao Kadam, Mrs. Rajani Shivajirao Kadam, Shri Shivajirao Shripatrao Kadam, Mr. Niyamat Latif ManJothi, Mr. Latif Ahmad Manjothi agreed to assign, transfer and sale all the rights accrued by virtue of the above mentioned Agreement in respect of the "Said Land/S" to and in favour of M/S Royal Construction Combine (India) Pvt. Ltd. herein for the total and all inclusive consideration of Rs.7,31,80,000/- (Rupees Seven Crores Thirty One Lacs Eighty Thousand only)

5. Mr. Vijay Tirthram Sharma, Mr. Jitendra Vijay Sharma, Mr. Rahul Shivajirao Kadam, Smt. Savita Shivajirao Kadam, Mrs. Rajani Shivajirao Kadam, Shri Shivajirao Shripatrao Kadam, Mr. Niyamat Latif ManJothi, Mr. Latif Ahmad Manjothi also executed the Power of Attorney in favour of M/S Royal Construction Combine (India) Pvt. Ltd., which was duly registered in the office of the Sub Registrar, Haveli No.11 at Serial No.3688/2006.

Litigations:-

6. Mr. Vikas Prakash Shewale, son of Late Mr. Laxman Shewale filed the SPL C.S. No.1/1995 in the Civil Court Pune., and RCS No.1065/2005 in the Civil Court Pune., for various prayers mentioned therein, against the Mr. Anant Sadba Shelar and Mr. Balwant Saba Shelar and others in respect of the said land, mentioned in above captioned alongwith other lands.

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7. Smt. Sarubai Kashinath Shewale wife of Mr. Kashinath Narayan Shewale (the original owner of the land) filed the SPL.C.S. No.987/2007 in the Civil Court Pune., for various prayers mentioned therein, against Mr. Anant Sadba Shelar and Mr. Balwant Saba Shelar and Mr. Vijay Tirthram Sharma , Mr. Jitendra Vijay Sharma, Mr. Rahul Shivajirao Kadam, Smt. Savita Shivajirao Kadam, Mrs. Rajani Shivajirao Kadam, Shri Shivajirao Shripatrao Kadam, Mr. Niyamat Latif ManJothi, Mr. Latif Ahmad Manjothi and legal heirs of Late Mr. Laxman Devram Shewale and others in respect of the said land mentioned in above captioned alongwith other lands .

8. Mr. Babu Devram Shewale, a brother of Late Mr. Laxman Devram Shewale mutated his name at 7/12 extract of the said property alongwith other lands by mutation entry no. 9596 fraudulently. BY virtue of the said mutation entry , Mr. Babu Devram Shewale entered into a Development agreement with M/s Pentagone Estate Corporation on 7-11-2006 which is registered at Haveli no. 12 at sr. no. 8758/2006 . Mr. Babu Devram Shewale also entrusted a power of attorney in favour of M/s Pentagone Estate Corporation which was registered at Haveli no. 12 sr.no. 8759/2006 on 7-11-2006 and name of M/s Pentagone Estate Corporation mutated to 7/12 extract in other rights column by mutation entry no. 9877.

9. Mr. Anant Sadba Shelar and Mr. Balwant Saba Shelar and others challenged the said mutation entry no. 9596 and order of S.D.O. dt. 31-7-2006 before the additional collector Pune by RTS /2/Appeal/39/2008, and vide an order of the Additional collector, Pune dt.29-1-2009, name of Mr. Babu Devram Shewale deleted from the 7/12 extracts of the said land.

10. It is seen that Mr. Babu Devram Shewale and his son – Mr. Balu Babu Shewale and Daughter - Smt. Kosabai Dyaneshwar Jawalkar already executed a consent letter in favour of the Mr. Anant Sadba Shelar and Mr. Balwant Saba Shelar and others and declared that they did not have any rights in respect of the said land and released all their rights in case they have or will get in future in favour Smt. Leela Anant Shelar .

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The said Consent letter was duly registered at Haveli no. 3 at sr. no. 102/2006 on 5-1-2006. Mr. Babu Devram Shewale and his son - Mr. Balu Babu Shewale and Smt. Kosabai Dyaneshwar Jawalkar also entrusted a power of attorney in favour of Mr. Anant Sadba Shelar and Mr. Balwant Saba Shelar which was duly registered at Haveli no. 3 at sr. no. 103/2006 on 6-1-2006.

11. It is seen that M/s Pentagone Estate Corporation on behalf of Mr. Babu Devram Shewale and his son Mr. Balu Babu Shewale filed a suit for partition in Civil Court bearing no. special civil suit no. 151/2008 on basis of abovementioned mutation entry no. 9586 for partition. Mr. Babu Devram Shewale expired on 23-11-2008 and his son Mr. Balu Babu Shewale expired on 5-2-2008. and Smt. Sunanda Babu Shewale, daughter in law of late Mr. Balu Devram Shewale and Mr. Aniket Babu Shewale, grandson of Late Mr. Balu Devram Shewale executed a consent deed/confirmation deed in favour of M/s Pentagone Estate Corporation which was duly registered at Haveli no. 12 at sr. no. 6526/2009.

12. Mr. Anant Sadba Shelar and Mr. Balwant Saba Shelar and Mr. Vijay Tirthram Sharma, Mr. Jitendra Vijay Sharma, Mr. Rahul Shivajirao Kadam, Smt. Savita Shivajirao Kadam, Mrs. Rajani Shivajirao Kadam, Shri Shivajirao Shripatrao Kadam, Mr. Niyamat Latif Manjothi, Mr. Latif Ahmad Manjothi and others through her power of attorney holder M/S Royal Construction Combine (India) Pvt. Ltd., settled all their disputes except special civil suit no. 151/2008 out of the Court with legal heirs of Late Mr. Laxman Devram Shewale i.e. Mr. Vikas Prakash Shewale and their family members and Smt. Sarubai Kashinath Shewale w/o Late Mr. Kashinath Narayan Shewale and their family members and accordingly filed the Compromise Purshis with the record of terms of compromise and accordingly by virtue of the separate orders mentioned below, the above mentioned suits / disputes / claims are settled.

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SR.NO.	SUIT NO.	PARTIES TO THE SUIT	DATE OF ORDER
1	SPL.C.S. No.987/2007	Smt. Sarubai Shewale v/s Mr. Vikas Shewale and others	25-6-2011
2	RCS No.1065/2005	Mr. Vikas Shewale V/s Mr. Prakash Shewale	15-6-2011
3	SPL. C.S. No.1/1995	Mr. Vikas Shewale V/s Mr. Prakash Shewale and others	15-7-2011
4	Tenancy Appeal no. 6/ 2010	SMT. Sarubai Shewale and Mr. Vikas Shewale and others	closed on 26-8- 2011 but not received copy of order yet.
5	SPL. C.S. No.151/2008	Babu Shewale and others V/s Mr. Prakash Laxman Shewale and others and others	5-12-2015
6	Appeal 329/2016	Babu Shewale through and others V/s Mr. Prakash Laxman Shewale and others	Pending for notices

13. It is seen that in special civil suit no. 151/2008, an order was passed on 5-12-2015 and the case is dismissed.

14. It is seen that Smt. Sunanda Balu Shewale [the daughter in law of Late Mr. Babu Devram Shewale] or Mr. Aniket Balu Shewale, [the Grandson of Late Mr. Babu Devram Shewale] preferred a Civil Appeal 319/2016 against the order dt. 5-12-2015 before District Judge , Pune which is still pending.

15. It is seen that Mr. Babu Devram Shewale, Mr. Balu Babu Shewale and Smt. Kosabai Dyaneshwar Jawalkar executed a registered consent letter and power of attorney in favour of Smt. Leela Anant Shelar and others about waving all their rights on 5-1-2006 prior to execution of a development agreement and power of attorney in

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favour of M/s Pentagone Estate Corporation which is executed on 21-8-2006. Therefore M/s Pentagone Estate Corporation or Smt. Sunanda Balu Shewale [the daughter in law of Late Mr. Babu Devram Shewale] or Mr. Aniket Balu Shewale, [the Grandson of Late Mr. Babu Devram Shewale] have no locus standie in the eyes of law to claim anything on basis of the abovementioned documents. Secondly as name of Mr. Babu Devram Shewale is deleted from the 7/12 extract vide an order of the collector dt. 29-1-2009 which is not challenged till today, therefore the said claim is barred by limitation Act. As Mr. Babu Devram Shewale had no right/s in the said land therefore the rights of M/s Pentagone Estate Corporation are under question?

Permission for sale for lands -

16. It is seen that Sub Divisional Officer, Pune was pleased to grant a permission to sale the lands bearing S.no. 20 Hissa No. 1,4,7,11,14 vide it's order on 27-12-2013 in order no.43/SR/ 89/2011. It is seen that Sub Divisional Officer, Pune was pleased to grant a permission to sale the lands bearing S.no. 20 Hissa No. 9 (part) vide it's order on 27-12-2013 in order no.43/SR/ 90/2011.

Final Coveyance :-

17. Mr. Anant Sadba Shelar and Mr. Baiwant Saba Shelar and her family members and Mr. Vijay Tirthram Sharma, Mr. Jitendra Vijay Sharma, Mr. Rahul Shivajirao Kadam, Smt. Savita Shivajirao Kadam, Mrs. Rajani Shivajirao Kadam, Shri Shivajirao Shripatrao Kadam, Mr. Niyamat Latif ManJothi, Mr. Latif Ahmad Manjothi, Mr. Vikas Prakash Shewale and his family members, Smt. Sarubai Kashinath Shewale and her family members entered into a Sale deed with M/S Royal Construction Combine (India) Pvt. Ltd. On 21-7-2011. The said sale deed was duly registered at Haveli no. 1 at sr. no. 6700/2011 in respect of the land bearing no. S.no. 20 Hissa no. 2,3,5,6,9(part), alongwith other lands. BY virtue the said sale deed, name of M/S Royal Construction Combine (India) Pvt. Ltd. mutated to revenue record by Mutation Entry no. 12033.

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18. Mr. Anant Sadba Shelar and Mr. Balwant Saba Shelar and her family members and Mr. Vijay Tirthram Sharma , Mr. Jitendra Vijay Sharma, Mr. Rahul Shivajirao Kadam, Smt. Savita Shivajirao Kadam, Mrs. Rajani Shivajirao Kadam, Shri Shivajirao Shripatrao Kadam, Mr. Niyamat Latif ManJothi, Mr. Latif Ahmad Manjothi , Mr. Vikas Prakash Shewale and his family members , Smt. Sarubai Kashinath Shewale and her family members entered into a Sale deed with M/S Royal Construction Combine (India) Pvt. Ltd. On 7-1-2014. The said sale deed was duly registered at Haveli no. 22 at sr. no. 202/14 in respect of the land bearing no. S.no. 20 Hissa no. 1,4,7 alongwith other lands. BY virtue the said sale deed , name of M/S Royal Construction Combine (India) Pvt. Ltd. mutated to revenue record by Mutation Entry no. 13065 on 9-1-2014.

19. It is informed me that M/S Royal Construction Combine (India) Pvt. Ltd. has already paid agreed consideration as per above agreements to Mr. Anant Sadba Shelar and Mr. Balwant Saba Shelar and her family members and Mr. Vijay Tirthram Sharma , Mr. Jitendra Vijay Sharma, Mr. Rahul Shivajirao Kadam, Smt. Savita Shivajirao Kadam, Mrs. Rajani Shivajirao Kadam, Shri Shivajirao Shripatrao Kadam, Mr. Niyamat Latif ManJothi, Mr. Latif Ahmad Manjothi , Mr. Vikas Prakash Shewale and his family members , Smt. Sarubai Kashinath Shewale.

20. It is seen that on 1st June 2008 , Mr. Vijay Tirthram Sharma , Mr. Jitendra Vijay Sharma obtained an additonal finance of Rs. 2,95,70,619/- [Rupees Two Crore Ninety Five Lakhs Seventy Thousand Six Hundred Nineteen only] from M/S Royal Construction Combine (India) Pvt. Ltd. for compalince of agreements executed with Shelar families. Mr. Vijay Tirthram Sharma , Mr. Jitendra Vijay Sharma agreed to transfer /sale an area admesuring about 2233 Sq.mtrs. out of total agreed area admesuring about 4079 sq.mtrs. to M/S Royal Construction Combine (India) Pvt. Ltd. I have seen a notarised memorandum of understanding executed to that effect is made between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Vijay Tirthram Sharma , Mr. Jitendra Vijay Sharma which was executed on 20th June 2008.

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Time - 10 A.M. to 11 A.M. [On Appointments only]
5.30 P.M. to 7 P.M.

21. The perusal of the Zone Certificate dt. 31-12-2013, it indicates that as per sanctioned Pune Regional Plan Survey No. 20 comes under the "RESIDENTIAL ZONE". However some portion of it is reserved for 18, 24 mtrs in width D.P. Road. Some portion is reserved for Nala Garden.
22. **ULC Record** – No notice in respect of the said land under sec. 10(3) and 10(5) of Urban Land (Ceiling & Regulation) Act 1976 has received to the Land Owner i.e M/S Royal Construction Combine (India) Pvt. Ltd. and no exemption has obtained by M/S Royal Construction Combine (India) Pvt. Ltd. under the said act. A declaration to that effect is issued by Mr. Latif Ahmed Manjothi Director of M/S Royal Construction Combine (India) Pvt. Ltd. having it's office at – 402, Kapila Matrix, Moundhwa, Koregaon park, Ghorpadi, Pune -36
23. **N.A. Permission** – By virtue of the order bearing no. haveli /Sanad /SR /55 /2017 [हवेली/सनद/एस आर/५५/२०१६] dt. 31-5-2017, the Tahsildar, (Haveli) Pune, authorized non agricultural use of the said land
24. **Layout / Building Plan Sanctions** – Earlier M/S Royal Construction Combine (India) Pvt. Ltd. obtained sanction for Lay out plan for amalgamation of the lands bearing Survey Number 20/1, Survey Number 20/2, Survey Number 20/3, Survey Number 20/4, Survey Number 20/5, Survey Number 20/6, Survey Number 20/7, total admeasuring about – admeasuring 1 Hectares 35 Ares i.e 13500 Sq. mtrs. lying and situated at Village: Mohammadwadi Taluka - Haveli Dist: Pune, within limits of Pune Municipal Corporation vide a order dt. 26-8-2013 from Pune Municipal Corporation and also obtained commencement certificate bearing no. 1631/13. The said plan was revised on 26/3/2018 vide commencement certificate bearing no. CC/3541/2017.
25. M/S Royal Construction Combine (India) Pvt. Ltd. will start a construction project under name and style " Royal Palms" having residential units on the said land.
26. **Envioronmental clearance certificate** – It is informed me that the procedure to obtain Envioronmental clearance certificate is in process. I have seen agenda of 64th (A) meeting of state Expert Appraisal Committee (SEAC-3) in which name of M/S

Manjiree Joshi

Royal Construction Combine (India) Pvt. Ltd. is at sr. no. 31 having online unique no 0000000883. I have informed M/S Royal Construction Combine (India) Pvt. Ltd. , Environmental clearance certificate is essential to commence construction activities on the said land.

27. Maharashtra Real Estate (Regulation And Development) Act , 2016 – The said Act is applicable all over Maharashtra with effect from 1st May 2017. The provisions of the said Act are applicable to the said project. As such it is mandatory to register under the said Act and comply the provisions of the said Act before start project.

28. Encumbrance – It is informed me that there is no incumbrance on land and project . A declaration to that effect is issued by Mr. Latif Ahmed Manjothi Director of M/S Royal Construction Combine (India) Pvt. Ltd. having it's office at – 402, Kapila Matrix, Koregaon park, Ghorpadi , Pune -38

29. Public Notice - I have instructed M/S Royal Construction Combine (India) Pvt. Ltd. to publish public notices inviting claims in respect of the said land, in one vernacular and one English news paper.

30. It is informed me that M/S Royal Construction Combine (India) Pvt. Ltd. allotted construction units admeasuring about 1846 Sq.mtrs., agreed in development agreement dt. 12th May 2006 bearing sr. no. 3687/2006 and MOU dt. 1st June 2008 to Mr. Vijay Tirthram Sharma , Mr. Jitendra Vijay Sharma. It is also informed me the following units allotted to Mr. Vijay Tirthram Sharma , Mr. Jitendra Vijay Sharma 1] Wing– A1 – Units – 114, 212, 514, 612, 914, 1012, 1411. 2] Wing –A2 – units – 309,410,709,810,1109,1207,1308,1510,1607,1608,1709,1706,1808

31. It is informed me that M/S Royal Construction Combine (India) Pvt. Ltd. allotted construction units admeasuring around 14636 Sq.ft i.e around 1360 Sq.mtrs. as agreed in development agreement dt. 12th May 2006 bearing sr. no. 3687/2006 to Mr. Rahul Shivajirao Kadam, Smt. Savita Shivajirao Kadam, Mrs. Rajani Shivajirao Kadam, Shri Shivajirao Shripatrao Kadam. It is also informed me the following units allotted to Mr. Rahul Shivajirao Kadam, Smt. Savita Shivajirao Kadam, Mrs. Rajani Shivajirao Kadam,

Office - Office no. 32, Ajinkyatara Building
Opposite P.L. Deshpande Garden,
Sinhagad Road, Parvati, Pune
Mobile No. - 9822081543
Office No. - (020) 24252368
E-mail ID - mmjoshimmjoshi@yahoo.com
Time - 10 A.M. to 11 A.M. [On Appointments only]
5.30 P.M. to 7 P.M.

Shri Shivajirao Shripatrao Kadam - Wing A2- Unit - 305,
406, 705, 806, 1105, 1208, 1307, 1506 Wing A3 - Unit - 104, 202, 504, 602, 904, 1002, 1404

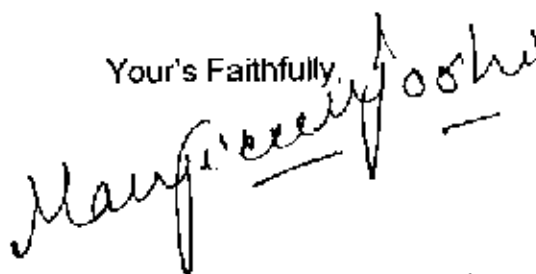
4) SEARCH REPORT:-

My colleague Advocate Mr. Amar Kisan Mali has conducted search of index II registrars in respect of said land/ property in the office of sub registrar, for period of 30 yrs i.e from 1988 upto May 2018 vide GRN receipt bearing MH002101115201819E dt. 29/5/2018. Accordingly Adv. Mali submitted me Search Note cum inspection report to me on 31/5/2018. The copy of said search note is annexed herewith at Annexure "A" for perusal and record and same is the part and parcel of this title opinion. In the said search note, Advocate Mali has stated that during his search he has not seen adverse entry, entry creating any encumbrance/s, charge mentioned, entry creating third party interest in respect of the said land/property or any entry affecting marketability of title of the said land/property.

5) TITLE OPINION:-

Thus on perusing the above documents, I state that the title of M/S Royal Construction Combine (India) Pvt. Ltd. possesses good, clean, clear and marketable title in respect of the said land. M/S Royal Construction Combine (India) Pvt. Ltd. has got absolute right and full power to develop the said land and construct buildings thereon and to sell the super structure to the prospective purchasers.

Your's Faithfully,



Adv. Mrs. Manjiree M. Joshi
Reg. No. MAH/1155/2000
Office No. 32, Ground Floor,
Ajinkyatara Building,
Opp. P.L. Deshpande Garden,
Parvati, Pune - 411 030

[Adv. Manjiree M. Joshi]



Amar Kisan Mali
BA, L.L.B
ADVOCATE

Office : S.No. 35/2, Bapuji Buwa Chowk,
Ramnagar, Warje Malwadi, Pune 411058
Mob: 9822999710

Dated: 31/5/2018

SEARCH NOTE

To,

M/S ROYAL CONSTRUCTIONS AND COMBIME (PVT) LTD

Office No. 402, Kapila Matrix,
Ghorpadi, Pune -36,
Pune

Sir,

As per the instructions of M/S Royal Constructions & Combine (Pvt.) Ltd., having it's office at - Office No. 402, Kapila Matrix, Mundhwa, Ghorpadi, Pune -36, Pune I have carried search report of the captioned property and I have to state my report as under -

A] DESCRIPTION OF PROPERTY:

1] All that piece and parcel of land bearing Survey Number 20/1 admeasuring about 18 R i.e 1800 sq.mtrs., Survey Number 20/2 admeasuring about 10 R i.e 1000 sq.mtrs., Survey Number 20/3 admeasuring about 16 R i.e 1600 sq.mtrs., Survey Number 20/4 admeasuring about 18 R i.e 1800 sq.mtrs., Survey Number 20/5 admeasuring about 21 R i.e 2100 sq.mtrs., Survey Number 20/6 admeasuring about 26 R i.e 2600 sq.mtrs., Survey Number 20/7 admeasuring about 26 R i.e 2600 sq.mtrs., total admeasuring about - admeasuring 1 Hectares 35 Ares i.e 13500 Sq. mtrs. lying and situate at Village: Mohammadwadi Taluka - Haveli Dist: Pune , within limits of Pune

Municipal Corporation and the boundaries of the amalgamated land as follows:-

East - By S.no. 20/3 (A)
South- By S.No. 21
West - By Road
North - By stream [Nala]

{ Hereinafter will be referred as "the said Land" }

B] LIST OF DOCUMENTS:-

1. Village Form 7/12 extracts of S.no. 20/1, 20/2, 20/3, 20/5, 20/6, 20/7 for the period 1953-54 to 1969-70, 1970-71 to 1975-76, 1976-2012 alongwith concerned mutation entries,.
2. Zone Certificate,
3. Xerox copy Development agreement executed in favour of M/S Royal Construction Combine (India) Pvt. Ltd. bearing a sr. no. 2351/2006,
4. Xerox copy Power of attorney executed in favour of M/S Royal Construction Combine (India) Pvt. Ltd. bearing a sr. no. 2352/2006,
5. Xerox copy of registered agreement executed between Mrs Leela Anant Shelar and Mr Vijay Tirthram Sharma and others bearing sr no 2349/2006,
6. Xerox copy Irrevocable Power of attorney executed in favour of M/S Royal Construction Combine (India) Pvt. Ltd. bearing a sr. no. 2350/2006,
7. Xerox copy of registered agreement executed between Mr Prakash Laxman Shevale and others and Mrs Niyamat Latif Manjothi bearing sr no 2470/2006,
8. Xerox copy Irrevocable Power of attorney executed in favour Mrs Shashi Balhara bearing a sr. no. 2968/2003,
9. Xerox copy General Power of attorney executed in favour of Mr Jitendra





Amar Kisan Mali
BA, L.L.B
ADVOCATE

Office : S.No. 35/2, Bapuji Buwa Chowk,
Ramnagar, Warje Malwadi, Pune - 411058
Mob: 9822999710

Dated: 31/5/2018

Vijay Sharma bearing a sr. no. 929/2006,

10. Xerox copy General Power of attorney executed in favour of Mr Jitendra Vijay Sharma bearing a sr. no. 930/2006,
11. Xerox copy of registered agreement executed between Mrs Shashikala Balwant Shelar and Mr Vijay Tirthram Sharma and others bearing sr no 1751/2006,
12. Xerox copy registered Irrevocable Power of attorney executed in favour of M/S Royal Construction Combine (India) Pvt. Ltd. bearing a sr. no. 1752/2006,
13. Xerox copy Development agreement executed in favour of M/S Royal Construction Combine (India) Pvt. Ltd. bearing a sr. no. 1753/2006,
14. Xerox copy Power of attorney executed in favour of M/S Royal Construction Combine (India) Pvt. Ltd. bearing a sr. no. 1754/2006,
15. Xerox copy Development agreement executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Vijay Sharma and other and other bearing a sr. no. 3687/2006,
16. Xerox copy Power of attorney executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Vijay sharm and other bearing a sr. no. 3688/2006,
17. Xerox copy Power of attorney executed between Mr Vikas Prakash Shewale and Mrs Baby Prakash Shewale bearing a sr. no. 5602/2011,
18. Xerox copy Power of attorney executed between Mr Vikas Prakash Shewale and Mrs Shashikala Laxman Kad and Mrs Hausabai Balasaheb More bearing a sr. no. 5603/2011
19. Xerox copy of Sale deed executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Vijay Sharma and other and other bearing a sr. no. 6700/2011
20. Xerox copy of Sale deed executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Vijay Sharma and other and other bearing a

A. K. Mali

sr. no. 6701/2011

21. Xerox copy Power of attorney executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Vijay sharma and other bearing a sr. no. 6702 /2011

22. Xerox copy Power of attorney executed in favour Mr Nitin Narayan Shewale bearing a sr. no. 4600/2011

23. Xerox copy sale deed executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Anant Shelar and his family members and other bearing a sr. no. 4846/12

24. Xerox copy Sale deed executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Anant Shelar and his family members bearing a sr. no. 4845/12,

25. Xerox copy of Confirmation deed executed between M/s Pentagaon Estate Corporation and Mr. Babu Deveram Shewale and others bearing a sr. no. 8758/2006 alongwith Index II,

26. Xerox copy of Confirmation deed / Consent deed executed between M/s Pentagaon Estate Corporation and Smt. Sunanda Balu Shewale and others bearing a sr. no. 6526/2009 alongwith Index II,

27. Xerox copy of Agreement to sale executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Anant Sadba Shelar and his family members bearing a sr. no. 6817/2011 alongwith Index II,

28. Xerox copy of power of attorney executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Anant Sadba Shelar and his family members bearing a sr. no. 6818/2011 alongwith Index II,

29. Xerox copy of sale deed executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Anant Sadba Shelar and his family members bearing a sr. no. 203/14 alongwith Index II,

30. Xerox copy of sale deed executed between M/S Royal Construction Combine (India) Pvt. Ltd. and Mr. Anant Sadba Shelar and his family members





Amar Kisan Mali
BA, L.L.B
ADVOCATE

Office : S.No. 35/2, Bapuji Buwa Chowk,
Ramnagar, Warje Malwadi, Pune - 411058
Mob: 9822999710

Dated: 31/5/2018

and others bearing a sr. no. 202/14 alongwith Index II,

SEARCH RECEIPT :-

LIJAN HASDI KAMA
STADOVA

I have filed online application to the Sub-Registrar Haveli No. 21, Pune for taking search of the above said property vide official receipt No. GRN No **MH002101115201819E** Dated **29/05/2018** that is from **1988 to till today i.e 31/5/2018**.

SEARCH REPORT:-

I] I have caused the search in the Office of Sub-Registrar Haveli for last 30 years . The record of Index II registers and the pages are almost in torn condition and in loose sheets are kept in very untidy and scattered manner. Some of the Index II registers were sent for binding and some were not made available on the date of search. Therefore from available and readable record I have not found any adverse transaction showing any type of encumbrances such as lease , lien, decree, in respect of the said property and not referred above documents.

II] I have carried out the e-search also in the respect of the said land and the software installed in the computer did not shown any adverse entry in respect of the said property.

(Signature)

4] **OPINION :**

In view of the current condition of the available record and documents placed before me, I have not come across with any adverse entry as to loan, lease, Mortgage, Sale, Agreement to sale, gift, Release, Surrender or any other Agreement, Deed or Document in respect of the said land other than above referred documents.

Thanking You ,

AMAR KISAN MALI
ADVOCATE
Roll No. 2241 / 2008 / 2013
Mob. - 982290710

Your's Faithfully



Mr. Amar Kisan Mali

Advocate

