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Date : 27.05.2017

TITLE OPINION

To,
Amit Enterprises Housing Ltd.
Amit House, 1902, Sadashiv Petli,
Bajirao Road, Pune 411 030.

Sub. :- Title Opinion in respect of the property bearing S.Nos.4/2/4,
4/3/1, 4/4/4, 4/9+10+11+12+13 (part), 59/1, 59/2A, 59/2B,
59/2C, 59/2D, 59/3, 59/4, 59/4/1, 59/5, 59/5/1 & 2, 59/6/1 & 2,
59/7A, 7B, 7B/1 to 4, 59/8, 59/9, 59/10A/1 & 2 and 59/10B,
59/11, Mouje Ambegaon (Budruk), Tal. Haveli, Dist. Pune

Sir,

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

1. LIST OF DOCUMENTS GIVEN FOR MY PERUSAL :-

- A] S.No. 4/4/4, 4/9+10+11+12+13 (part), 59/1, 59/2A, 59/2B,
59/2C, 59/2D, 59/3, 59/4, 59/4/1, 59/5, 59/5/1 & 2, 59/6/1 & 2,
59/7A, 7B, 7B/1 to 4, 59/8, 59/9, 59/10A/1 & 2 and 59/10B,
59/11 -
- i. Copies of 7/12 extract.
 - ii. Copies of Mutation Entries.
 - iii. Copy of registered Sale Deed dt.12.12.1958 by which Hiraman Pophale purchased land bearing S.No.4/9+10+11+12+13 (part)
 - iv. Copy of the Sale Deed dt.30.4.1985 of S.Nos. 59/1, 59/4, 59/6
 - v. Copy of the Compromise Purshis filed in R.C. S. No.51/1993



- vi. Copy of registered Partition Deed dt.29.1.1994 within the family of Hiranman Pophale
- vii. Copy of the Deed of Partition dt.28.5.2004 registered at Serial No.3273.
- viii. Copy of the Development Agreement dt.19.12.2005 of S.No.4/9+10+11
- ix. Copy of the Development Agreement dt.10.1.2006 of S.No.59/7B/1, 59/7B/3, 59/10B/1
- x. Copy of the Development Agreement dt.10.1.2006 of S.No.59/2A, 59/2C
- xi. Copy of the Development Agreement dt.12.1.2006 of S.No.59/7A, 59/7B/4
- xii. Copy of the Development Agreement dt.12.1.2006 of S.No.59/7B/4, 59/10A/1, 59/10A/2
- xiii. Copy of the Development Agreement dt.16.1.2006 of S.No.59/1, 59/3, 59/4, 59/5, 59/5/1, 59/5/2, 59/4/1, 59/6, 59/6/1, 59/6/2, 59/8, 59/9.
- xiv. Copy of the Development Agreement dt.17.1.2006 of S.No.59/2B/, 59/2D
- xv. Copy of the Development Agreement dt.17.1.2006 of S.No.59/7B/2
- xvi. Copy of the Development Agreement dt.10.3.2005 of S.No.4/4/4
- xvii. Copy of the Development Agreement dt.30.5.2006 of S.No.59/2A, 59/2C
- xviii. Copy of the Development Agreement dt.5.12.2006 of S.No.59/2A, 59/2C
- xix. Copy of the Release Deed dt.25.1.2006 of Sou. Narmada Balasaheb Jagtap, Smt. Lakshmi Balasaheb Kudale SOu. Kalpana Rohidas Raikar
- xx. Copies of the Orders given u/s 8(1) of the Urban Land (Ceiling and Regulation) Act, 1976 of different S. Nos. are as follows –



<u>S.No</u>	<u>Date of Order</u>
59/7B/1, 59/7B/3, 59/10B/1	29.6.2006
59/2B and 59/2D	29.6.2006
59/7B/1, 59/7B/3, 59/10B/1	29.6.2006
59/10B, 59/10A/2, 59/10A/1,	7.7.2006
59/7B, 59/7B/4	
59/5/1, 59/6/1	17.8.2006
59/6	17.8.2006
59/6	8.11.2006
59/6	8.11.2006
59/8, 59/3, 59/9	17.8.2006
59/4/1, 59/5, 59/6/2	17.8.2006
59/4, 59/9	17.8.2006
59/1, 59/5/2	17.8.2006
59/6	8.11.2006
59/6, 59/9	18.7.2006
xxi. Copies of the Orders dt.15.9.2006 given u/s 8(4) of the Urban Land (Ceiling and Regulation) Act, 1976 of S.Nos.59/2A and 59/2C	
xxii. Copy of the Order dt.5.9.2006 given u/s 8(4) of the Urban Land (Ceiling and Regulation) Act, 1976 of S.No.4/4/4.	
xxiii. Copy of the Order given in the Appeal made u/s 33 of the Urban Land (Ceiling and Regulation) Act 1976 by Additional Commissioner Pune	
xxiv. Copy of the letter given by Sangram Society on 22.12.2005	
xxv. Copy of the letter given by Rameshwar Nagari Sahakari Patasanstha Ltd. on 18.1.2006	
xxvi. Copies of the Zone Certificate dt.20.12.2004 and 25.2.2005	
xxvii. Demarcation Plan of S.No.4 Hissa Nos.4/4, 9, 10, 11 and S.Nos.59/1, 59/2A, 59/2B, 59/2C, 59/2D, 59/4/1, 59/5/1 & 2	
xxviii. Public Notice issued in Daily Prabhat on 2.7.2005 for S.Nos.59/1, 59/2A, 59/2B, 59/2C, 59/2D, 59/3, 59/4, 59/4/1, 59/5, 59/5/1 & 2, 59/6/1& 2, 59/7A, 7B, 7B/1& 3, 59/8, 59/9, 59/10A/1 & 2 and 59/10B	



- xxix. Public Notice issued in Daily Prabhat on 12.11.2005 for S.No.4/9+10+11+12+13
- xxx. Public Notice issued in Daily Prabhat on 4.1.2006 for S.No.4/4/4
- xxxi. Public Notice issued in Daily Prabhat on 18.12.2007 for S.Nos.59/5/2 (part), 59/7B/4, 59/11 (part)
- xxxii. Objections received for the said Public Notices
- xxxiii. Copy of Civil Application No. 1434 of 2008 in Appeal From Order No. 1176 of 2008 with order dated 27-2-2009 of the High court of Judicature at Bombay, being the interlocutory arrangement pending in Sp. C. S. No. 1595/2008
- xxxiv. Search Report dt.17.1.2007 and 3.7.2010
- xxxv. Letter of Amit Enterprises Housing Ltd. dt.15.6.2010
- xxxvi. Copy of Order dt.2.9.2010 in Misc. Civil Appeal No.123/2008

B) S.No. 4/3/1 and 4/2/4 -

- i. Copies of 7/12 extracts.
- ii. Copies mutation entries.
- iii. Copy of Partition Deed dt.27.02.2007, registered at the office of Sub Registrar Haveli-9 at Sr. No. 2324/2007.
- iv. Copy of Sale Deed dt.25.03.2008 by Shri Ramu Nalhu Kondhare and others in favour of M/s. Amit Enterprises, registered at the Office of Sub Registrar Haveli No.20 at Sr. No.2924/2008.
- v. Copy of Zone Certificate dt.05.08.2008.
- vi. Copy of N.A order dt.29.10.2010.
- vii. Public Notice of Shri P. M. Khire, Advocate in daily Prabhat dt.16.02.2008.
- viii. Search report dt.3.7.2010.

C) Copy of sanctioned layout building plan.

D) Copy of letter dt.7.6.2008 of the Director Town Planning Office

E) Copy of N.A.Order bearing No.PMH/NA/SR/615/10 dt.19.10.2010.

F) Copy of Completion Certificate (pt) dt.11.11.2011.



- G] Copy of Search Report dt.02.08.2012, 29.10.2013, 04.07.2014 and 17.10.2015
- H] Joint layout plan of S. Nos. 56 (part) and 4 (part).
- I] Copy of N.A. Order bearing No. PMH/NA/SR/856/14 dated 21.08.2014.
- J] Copy of Sale Deed dated 01.09.2012 by Laxmibai Haribhau Kondhare and others in favour of Shri. Sumersingh Hirasingh Pardeshi, registered at the Office of Sub Registrar Haveli at Serial No.6945/2012.
- K] Copy of Release Deed dated 03.01.2014 by State Bank of India in favour of Amit Enterprises Housing Ltd., registered at the Office of Sub Registrar Haveli 4 at Serial No.131/2014.
- L] Copies of Title Opinion dated 04.08.2012, 29.10.2013, 12.09.2014 and 17.10.2015.
- M] Copy of permission bearing No.1446 dated 15.09.2015 of PMRDA
- N] Copy of letter of Kotak Mahindra Bank Ltd. dated 21.03.2011
- O] Copy of letter of Aditya Birla Finance Ltd. dated 23.01.2015
- P] Letter of Amit Enterprises Housing Ltd. dated 11.04.2017.
- Q] Copy of Complaint in Special Civil Suit no. 1255/ 2013 filed by Amit Enterprises Housing Ltd. against Shri Sumersingh Pardeshi and others and copy of Reply by Plaintiff to the application of the Defendant for condonation of delay in filing of Written Statement.
- R] Copy of Pursis at Ex. 66 in the above suit.
- S] Copy of Order passed by Civil Court dated 06.08.2016 passed in Sp. CS No. 1255/2013.
- T] Copy of Sale Deed dated 09.12.2015 by Shri. Sumersingh Heerasingh Pardeshi in favour of Amit Enterprises Housing Limited, registered at the Office of Haveli-20 at Serial No. 7282/2015.



2. DESCRIPTION OF PROPERTY :

All that piece and parcel of land and ground situate within the Registration, Sub-Dist., Taluka Haveli, Dist.Pune and within the limits of the Pune Municipal Corporation totally admeasuring an area of 6 Hectors 98 Are and as per the Development Agreement bounded as follows :

S. No.	Area H=ARE	On or Towards the East	On or Towards the South	On or Towards the West	On or Towards the North
4/4/4	0=25	S.No.4, Hissa No.5/3	Panand Road & boundary of S.No.59	S.No.4, Hissa No.4/3	S.No.4/5/1
4/9+10+ 11 out of S.No.4/9+ 10+11+12 +13	0=57 out of total 1=36	S.No.4 Hissa No.1 and 5	S.No.4, Hissa No.1, 2, 3, 4	Odha	S.No.4 Hissa No.12, 13
59/2A	0=38	S.No.59 (Part)	Odha	S.No.59 (Part)	Panand Road
59/2B	0=38	S.No.59 (Part)	Odha	S.No.59 (Part)	Panand Road
59/2C	0=38	S.No.59 (Part)	Odha	S.No.59 (Part)	Panand Road
59/2D	0=39	S.No.59 (Part)	Odha	S.No.59 (Part)	Panand Road
59/7A	0=32	S.No.59 (Part)	Odha	S.No.59 (Part)	S.No.59/7A +78/4
59/7B	0=16	S.No.59 (Part)	S.No.59 (Part)	S.No.59 (Part)	Sarkari Panand
59/7B/1	0=15	S.No.60 (Part)	S.No.59, Hissa No.7B	S.No.59 (Part)	S.No.59 (Part)

59/7B/2	0=15	S.No.60 (Part)	S.No.59 (Part)	S.No.59 (Part)	Panand Road
59/7B/3	0=03	S.No.60 (Part)	Odha	S.No.59 (Part)	S.No.59 (Part)
59/7B/4	0=16	S.No.59 (Part)	S.No.59 (Part)	S.No.59/7A	S.No.59 (Part)
59/10A/1	0=05	S.No.59 (Part)	S.No.59 (Part)	Odha	S.No.59 (Part)
59/10A/2	0=05	S.No.59 (Part)	S.No.59 (Part)	Odha	S.No.59 (Part)
59/10B	0=10	S.No.59 (Part)	S.No.59 (Part)	Odha	S.No.59 (Part)
59/10B/1	0=09	S.No.59 (Part)	Odha	Odha	S.No.59 (Part)
59/1	0=23	} Demarcation and boundaries not given			
59/5/2	0=08				
59/4/1	0=10				
59/6/2	0=03				
59/4	0=31				
59/5	0=18				
59/5/1	0=23				
59/6/1	0=08				
59/8	0=23				
59/3	0=45				
59/6	0=39				
59/9	0=72				
59/11	0=02				
4/3/1	0=09	Road	S.No.4/2/4	S.No.4/10	S.No.4/3/1 (Part)
4/2/4	0=15	Road	S.No.4/2/3	S.No.4/10	S.No.4/3/1

3. I had issued Title Opinions in respect of S.Nos.59/1, 59/2A, 59/2B, 59/2C, 59/2D, 59/3, 59/4, 59/4/1, 59/5, 59/5/1 & 2, 59/6/1 and 2, 59/7A, 7B, 7B/1 to 4, 59/8, 59/9, 59/10A/1 & 2 and 59/10B, 59/11 on 16.07.2007, 28.09.2010 and for S.Nos.4/3/1 and 4/2/4 on 15.12.2010 and for subject property on 04.08.2012, 29.10.2013 and 12.09.2014 and 17.10.2015 after perusing the documents mentioned

therein. The said documents at that time were returned by me along with the said Title Opinions. The said Title Opinions are now shown to me without however the documents mentioned thereon. Copies of the documents pertaining to the transactions in respect of the captioned property are now shown to me. After the said Title Opinion dated 12.09.2014 I was given additional information, hence this Title Opinion is given.

4. S.No.4/4/4 :

A] It is seen from the Mutation Entry bearing No.541 dt.29.01.1930 that the land bearing S.No.4/4/4 admeasuring 25 Acre formerly belonged to Shri Tukaram Bala Kondhare. Shri Tukaram Bala Kondhare expired in the year 1926 leaving behind him his grandson Narayan Gangaram Kondhare. The name of Shri Narayan Kondhare was mutated in the 7/12 extract vide the said Mutation Entry.

B] It appears from the Mutation Entry bearing No.6691 dt.18.1.1996 that Shri Narayan Kondhare expired on 10.7.1995 leaving behind him his brother Haribhau as his only legal heir. Accordingly the name of Late Narayan Kondhare was deleted from the Revenue Record vide the said Mutation Entry and Shri Haribhau Kondhare became the sole owner of the property bearing S.No. 4/4/4.

C] It is seen from the Mutation Entry bearing No.9489 dt.17.9.1998 that Shri Haribhau Kondhare expired on 13.5.1998 leaving behind him his wife Smt. Lakshmbai, sons – Subhash, Rajaram and Eknath and two married daughters – Sou. Kamalabai Marufi Laigude and Sou. Rukmini Ghanashyam Lipane as his only legal heirs. The names of the said heirs were mutated in the 7/12 extract vide the said Mutation Entry.

D] It appears from the copy of the Development Agreement dt.10.3.2006 that for just and sufficient reasons all the said Owners decided to develop their property and accordingly by a development agreement dt.3.8.2004, all the Owners mentioned above transferred



their development rights in the said property to Shri Gangadhar Walase. The said Development Agreement was presented for registration on 24.9.2004 in the Office of the Sub - Registrar Haveli - IX at Serial No.6043/2005. However Shri Gangadhar Shivram Walase could not appear before the Sub - Registrar due to illness and therefore the said document was kept pending. Shri Gangadhar Shivram Walase expired on 13.10.2004 and therefore the said document was denied. It further appears that by the Deed of Confirmation dt.4.8.2005 that all the legal heirs of Late Gangadhar Shivram Walase confirmed the Agreement dt.3.8.2004 and registered the said Agreement along with the Deed of Confirmation in the Office of the Sub - Registrar Haveli - XX at Serial No 1605/2005.

E] It further appears that as it was not possible for Shri Girish Valase to develop the said land, he by a Agreement of Assignment dt.2.12.2005 assigned all his rights in the said land to Shri Shrinivas Lakshman Raskonda, Shri Dinesh Lakshman Raskonda, Shri Sandeep Balasaheb Boldare and Shri Sanjay Jaywant Showale. The said Deed of Assignment is registered at the Office of the Sub - Registrar Haveli - XX at Serial No. 3216/2005. A Power of Attorney is also given by Shri Girish Valase to Shri Raskonda and others which is registered at the Office of the Sub - Registrar Haveli - XX at Serial No. 3217/2005.

F] It is seen from Mutation Entry No.17032 dated 26.04.2012 that Shri. Eaknath Haribhau Kondhare expired on 26.10.2006 leaving behind him, his wife Ulka, son Ganesh and Praful as his only legal heirs and their names were mutated in 7/12 record by the said mutation entry.

5. S.No.4/9+10+11+12+13 :

A] It is seen from the Mutation Entry bearing No.1288 dt.1.9.1950 that the land bearing S.No.4/9+10+11+12+13 formerly belonged to Shri Namdev Sopan Pophale. Shri Namdev Pophale expired in the year 1958 leaving behind him his wife Sarubai, son - Hiranman and



one married daughter – Smt. Tanhubai Babu Pokale as her only legal heirs. The names of the said heirs were mutated in the 7/12 extract vide the said Mutation Entry.

B] It appears from the Mutation Entry bearing No.1529 dt.7.9.1968 that by a Deed of Mortgage with possession dt.7.5.1965 Shri Hiran Pophale and others mortgaged the said land to Pune District Co-operative Land Development Bank Ltd., Pune. Therefore the names of the Owners were mutated in the other rights column and the name of the Bank was mutated as a holder in the 7/12 extract. It is seen from the Mutation Entry bearing No.5687 dt.28.2.1992 that the requisite payment was made to Pune District Co-operative Land Development Bank Ltd., Pune by the Owners and accordingly the name of the Bank was deleted from the Revenue Record and the names of the Owners were again mutated in the holders column of the 7/12 extract.

C] It is seen from the Mutation Entry No.7541 dt.19.8.1997 that Shri Hiran Namdeo Pophale obtained loan against the land bearing S.No.4/9+10+11+12+13 from the Sangram Society and accordingly the charge of the Society was mutated in the other rights column of the 7/12 extract vide the said Mutation Entry.

D] It appears from the Mutation Entry bearing No.9575 dt.24.10.1998 that Smt. Sarubai Pophale expired in the year 1978 and Smt. Tanhubai Babu Pokale expired in the year 1988 both leaving behind them Shri Hiran Namdeo Pophale as a sole and absolute owner of the said land. Accordingly the names of Late Sarubai and Late Tanhubai were deleted from the 7/12 extract.

E] In fact the said entire land was purchased by Hiran in the year 1958 by sale deed dt.12.12.1958 registered at the Office of the Sub-Registrar Haveli No.I at Serial No.1539.

F] It is however seen from the Partition Deed dt.29.1.1994 registered at the Office of the Sub-Registrar Haveli No.IX at Serial No.428 that there was a partition amongst Hiran Namdeo Pophale

and his family including Nivrutti Hiranman Pophale and family members of Nivrutti (i.e. wife and issues of Nivrutti) wherein portions of the land bearing S.No.4 Hissa No.9+10+11+12+13 (part) each admeasuring 0 Hecter 45 Are were given to Shri Shankar and Shri Dinkar each and 45 Are was given to Shri Namdeo, all sons of Shri Nivrutti Hiranman Pophale, totaling to 1 Hecter 35 Are was given. All the said persons have executed Development Agreement along with others. Hiranman was not given any share in the said land. However, effect of the said partition deed was not given in the village form no. 7/12.

G] Mutation Entry Nos. 13968, 15377, 17219, 17221, 17371, 17489 are not given to me which appear to be for separation of 7/12 extract, deletion of the charge of the Bank and deletion of the entry regarding non agricultural use for area admeasuring 16000 Sq.mtrs. It however appears from the latest 7/12 extract for the year 2013-2014 that name of Hiranman Pokale alone is appearing for S.No.4/9+10+11+12+13 for the area of 0 Hecter 57 Are and there is a entry of the charge of the society for the sum of Rs.60,000/- since 19.08.1997 which needs to be got deleted.

6. S.No.59/3 and 59/8 :

A] It is seen from the 7/12 extracts that since the year 1973 the land bearing S.No.59/8 admeasuring 23 Are and S.No.59/3 admeasuring 45 Are belonged to Shri. Kalu Tukaram Mali.

B] It appears from the Mutation Entry No.5554 dt.19.11.1991 that though the name of Kalu Mali (Bhumkar) was alone mutated in the 7/12 extracts, Shri Dagadu Tukaram Mali and Shri Maruti Tukaram Mali were also the co-owners in the said properties. Therefore the names of the Shri Dagadu and Shri Maruti were mutated in the 7/12 extracts jointly with the name of Shri Kalu vide the said Mutation Entry.

C] It is seen from the Mutation Entry No.7842 dt.19.8.1997 that Shri Kalu Tukaram Bhumkar obtained a loan against the lands bearing S.No.59/3, 59/8 and 59/9 from the Sangram Society and accordingly

the charge was kept in the other rights column of the 7/12 extract vide the said Mutation Entry. It appears from the copy of the letter dt.22.12.2005 that the requisite payment was made by Shri Kalu Tukaram Bhumkar and now there is no charge on the said lands.

D] It is seen from the Mutation Entry No.11172 dt.20.3.2001 that Shri. Maruti Tukaram Bhumkar expired on 15.2.2001 leaving behind him Wife- Rangubai Maruti Bhumkar, Son - Rajaram and five married daughters 1] Sou Dupadabai Ramdas Kolhe 2] Sou Jyoti alias Shobha Jayant Raskar 3] Sou Kamal Bhimrao Kalamkar 4] Sou Alka Dilip Girane 5] Sou Asha Sunil Sinnerkar. The names of the said heirs were mutated in the 7/12 extract vide the said Mutation Entry

**7. S.No.59/1, 59/4, 59/4/1, 59/5/1, 59/5/2, 59/6, 59/6/1, 59/6/2, 59/9
(Part) :**

A] It is seen from various 7/12 extracts as follows -

- (i) S.No.59/1 admeasuring 23 Are formerly belonged to Shri Dhanu Bhiva Mali
- (ii) S.No.59/4 admeasuring 41 Are formerly belonged to Shri Sopan Dhanu Mali
- (iii) S.No.59/5 admeasuring 49 Are formerly belonged to Shri Sadhu Marlanda Mali and Shri Sopan Dhanu Mali was an ordinary tenant and was in possession of the said land.
- (iv) S.No.59/6 admeasuring 50 Are and S.No.59/9 admeasuring 72 Are formerly belonged to Shri Vithoba Ganpati Bagade, Dhanu Bhiva Mali (Bhumkar) and Kalu Tukaram Mali, each of them holding 1/3rd share in the said lands

B] It appears from the Mutation Entry bearing No.960 dt.12.2.1948 that Shri Dhanu Bhiva Mali expired on 22.9.1946 leaving behind him his four sons - Soma, Sopan, Sambhu and Bala as his only legal heirs. Out of the said heirs, only the name of Shri Sopan Dhanu Mali was mutated in the 7/12 extract of the said lands except S.No.59/6 vide the said Mutation Entry



H) It is seen from the Mutation Entry No.1267 dt.1.9.1960 that the names of Soma, Sopan, Sambhu and Bala Bhumkar were mutated in the 7/12 extract of S.No.59/6.

C) It is seen from the Mutation Entry bearing No.1176 dt.25.6.1955 that by a Sale Deed dt.19.5.1955 Shri Vithoba Ganpati Bagade sold his 1/3rd share in the land bearing S.No.59/6 and 59/9 to Mathubai Bhiku Raikar and Phulabai Bhatgaji Raikar. The names of Smt. Mathubai and Smt. Phulabai were mutated in the 7/12 extract vide the said Mutation Entry.

D) It is seen from the Mutation Entry bearing No.3447 dt.11.6.1987 that Shri Sopan Dhanu Mali expired on 10.6.1986 leaving behind him his daughter – Sou. Sonabai Gopal Benkar as his only legal heir. The name of Sou. Sonabai Benkar was mutated in the 7/12 extract vide the said Mutation Entry.

E) It appears from the Mutation Entry bearing No.4226 dt.5.10.1988 that Shri Sambhu Dhanu Mali alias Bhumkar expired on 2.1.1971 leaving behind him his wife Smt. Rakhmabai, two sons – Dasharathi and Balasaheb and four married daughters – (i) Sou. Shantabai Devram Ahat, (ii) Sou. Housabai Changdev Raut, (iii) Sou. Mainabai Babasaheb Kudale and (iv) Sou. Manda Kailas Borate as his only legal heirs. The names of the sons and widow were mutated in the 7/12 extract as a holder vide the said Mutation Entry and the names of Sou. Shantabai Devram Ahat, Sou. Housabai Changdev Raut and Sou. Mainabai Babasaheb Kudale were mutated in the other rights column of the 7/12 extract. The name of Sou. Manda Kailas Borate was not mutated in the 7/12 extract. However she has been joined in the Development Agreement as stated herein below. You have informed me that Rakhmabai w/o Sambhu Bhumkar had expired in or around 1990 leaving behind above mentioned her husband's heirs and hence she was not party to the partition and in development agreement in your favour and this Opinion is given relying upon the



same. It is advisable to get her name deleted from village form no.7/12.

F] It appears from the Mutation Entry bearing No.5490 dt.24.9.1991 that partition was made in Bhumkar family and accordingly the portions were allotted as follows-

S.No.	Area (H=Aro)	Name
59/1	0=23	Shri Soma alias Somanath Dhanu Bhumkar
59/5/2	0=08	Shri Soma alias Somanath Dhanu Bhumkar
59/4/1	0=10	Sonabai Gopala Benkar
59/6/2	0=03	Sonabai Gopala Benkar
59/5	0=18	Sonabai Gopala Benkar
59/4	0=31	Shri Balasaheb Dhanaji Bhumkar
59/5/1	0=23	Dasharath Sambhaji Bhumkar Balasaheb Dhanu Bhumkar
59/6/1	0=08	Balasaheb Dhanu Bhumkar
59/9 (Part)	0=24	Common
59/6	0=39	Common

G] It appears from the copy of the Sale Deed dt.30.4.1985 and from the Mutation Entry bearing No.5802 dt.16.6.1992 that prior to above stated partition and Mutation Entry No.5490 by a Sale Deed dt.30.4.1985 Sopan Mali (Bhumkar) in his life time had sold the portion admeasuring 10 Are out of S.No.59/4, 18 Are out of S.No.59/5 and 3 Are out of S.No.59/6 to Shri Ganpat Balasaheb Bhumkar. However the said sale was not recorded in Revenue Records and in meantime Sopan Mali had expired leaving behind him his only heir i.e. daughter - Sonabai Gopala Benkar and hence in the partition her name was mutated for S.Nos.59/4/1, 59/6/2 and 59/5. This mistake was corrected in Mutation Entry No.5802 by taking cognisance of sale deed and hence name of Ganpat Bhumkar was recorded in place of Sonabai Benkar. It appears from the said mutation entry that index-II

was given and accordingly the name of Shri Ganpat Bhumkar was mutated in the 7/12 extract of S.No.59/4/1, 59/5/2 and 59/6/2 vide the said Mutation Entry. Copy of the Sale Deed given to me is not a registered copy of the registered Sale Deed as the same is not available. However the fact of sale has been properly recorded. Further it is seen from Mutation Entry No 13374 dated 14.11.2005 and index II of Declaration dated 14.11.2005 that Smt.Sonabai Benkar had by said registered Declaration given consent for deletion of her name and name of her father from 7/12 extract

H] It is seen from the Mutation Entry No.5836 dt.10.7.1992 that Smt. Mathubai Bhiku Raikar expired on 26.4.1992 leaving behind her three sons – Bhausaheb, Lalchand and Balwant and five married daughters – 1] Sou. Leelawati Rajaram Dudhale, 2] Sou. Sulechana Dnyanoba Hingane, 3] Sou. Chandrabhaga alias Dhondabai Uttam Ladkal, 4] Sou. Housabai Manik Jadhav and 5] Sou. Chadrakala Hanmant Talekar as her only legal heirs. The names of the said heirs were mutated in the 7/12 extract of S No 59/9 (part) and 59/6 vide the said Mutation Entry.

I] It appears from the Mutation Entry No.5877 dt.1.9.1992 that by a Sale Deed dt.2.7.1992 Smt. Phulabai Bhaguji Raikar sold her portion in the said land bearing S.No 59/6 and 59/9 to Smt. Prabhavati Eknath Bhumkar. The name of Prabhavati Bhumkar was mutated in the 7/12 extract vide the said Mutation Entry. However the copy of the said Sale Deed is not given for my perusal.

J] It is seen from the Mutation Entry bearing No 6529 dt.7.7.1995 that Shri Soma alias Somnath Dhanu Bhumkar expired on 30.6.1994 leaving behind him his wife – Smt. Seetabai, two sons – Murlidhar and Kisan and three married daughters – (i) Sou. Radhabai Dagadu Borate, (ii) Sou. Godabai Kundalik Kudale and (iii) Sou. Geetabai Ramdas Raut as his only legal heirs. The names of the said heirs were mutated in the 7/12 extract of S.No.59/1, 59/5/2, 59/6 and 59/9 vide the said Mutation Entry.



It appears from the Mutation Entry bearing No.13364 dt.7/11/2005 that Smt. Seelabai expired on 29.3.2002 leaving behind her 2 sons and 3 married daughter mentioned herein above.

K] It appears from the Mutation Entry bearing No.13365 dt.7.11.2005 that by a Release Deed (i) Sou Radhabai Dagadu Borate, (ii) Sou Godabai Kundalik Kudale and (iii) Sou Geetabai Ramdas Raut released their respective right, title and interest in the captioned property. The said Release Deed appears to be registered at the Office of the Sub – Registrar Havali – XX of Serial No.2812/2005. However the copy of the said Release Deed is not given for my perusal. The names of Radhabai Borate and 2 others were accordingly deleted from village form no 7/12 of S.No.59/1, 59/5/2, 59/6 and 59/9 vide above mutation entry.

L] It is seen from Mutation Entry No 13406 dated 01.12.2005 that out of total area admeasuring 0 Hector 31 Are of S.No.59/4, an area admeasuring 325 Sq.mtrs. has been acquired for National Highway. The said fact is recorded in 7/12 extract vide above mutation entry.

M] It is seen from the copy of the Certificate dt.18.1.2005 of Rameshwar Nagari Sahakar Patasansha Ltd., the 7/12 extract and the copy of the Mutation Entry No.12579 dt.14.11.2003 that Prabhavati Eknath Bhumkar had availed of loan from Shri Rameshwar Nagari Sahakar Patasansha Ltd. on 18.11.2003. The requisite payment was made by Smt. Bhumkar and now there is not charge on the said property.

8. S.No.59 Hissa Nos. 7A, 7B, 7B/1, 7B/2, 7B/3 and 7B/4, 10A, 10A/1, 10B, 10B/1 :

i. S.No.59/7A :

A] It is seen from the Mutation Entry bearing No.1144 dt.25.7.1954 that the land bearing S.No.59/7A formerly belonged to Shri Sahadu Nama Garud. Shri Sahadu Garud expired on 13.12.1952 leaving behind him his wife - Smt. Rahibai Sahadu Garud as his only legal



two. The name of Smt. Rahibai was mutated in 7/12 extract vide the said Mutation Entry.

B] It appears from the Mutation Entry No. 1351 dt. 5.12.1962 that by a Sale Deed dt. 10.8.1962 Smt. Rahibai sold the said land to Shri Keshav Namdev Bhumkar and Shri Vishwanath Ganpat Bhumkar. Accordingly the names of Shri Keshav Namdev Bhumkar and Shri Vishwanath Ganpat Bhumkar were deleted from other rights column and mutated as the owners vide the said Mutation Entry.

ii. S.No.59 Hissa Nos.7B, 7B/1, 7B/2, 7B/3 and 7B/4, 10A, 10A/1, 10B, 10B/1 :

A] It is seen from the copy of the 7/12 extract that the land bearing S.No.59/7B/4 formerly belonged to Shri Shripati Krishna Bhumkar and Shri Gana / Ganpati Krishna Bhumkar since the year 1960.

B] It appears from the Mutation Entry No. 1160 dt. 1.2.1955 that Shri Gana alias Ganapati Krishna Bhumkar expired on 15.1.1955 leaving behind him two sons - Vishwanath and Narayan. The said two sons being minors the name of Shri Keshav Namdev Bhumkar was mutated in the 7/12 extract as their legal guardian. The wife of late Ganpati Bhumkar had pre-deceased him.

C] It is seen from the Mutation Entry No. 5475 dt. 2.9.1991 that Shri Shripati Krishna Bhumkar expired on 20.6.1958 leaving behind him 3 sons - Nana, Dattu and Baburao as his only legal heirs. It further appears that Shri Nana Shripati Bhumkar had expired on 3.10.1988, leaving behind him 3 sons - Mahadev, Sadashiv, Kisan and five married daughters - Kalabai Nathoba Tilekar, Subhadrabai Sudam Kalamkar, Valsalabai Baban Kedari, Shadan Baban Kedari, Anjana Dashrath Kedari as his only legal heirs.

Shri Dattu alias Dattatray Shripati Bhumkar had expired on 27.3.1987 leaving behind him 3 sons - Dynoba, Nivruti, Shankar and 3 married daughters Smt. Sushila Rambhau Ramane, Jijabai Narayan Raikar and Prabhavati Pandurang Raikar as his only legal heirs. The



names of all the said heirs were mutated in the 7/12 extract vide the said Mutation Entry.

D] It is seen from the Mutation Entry bearing No.6231 dt.15.4.1994 that Regular Civil Suit No.314/1992 was filed for partition wherein partition was effected by a compromise and decree in terms of compromise was passed and accordingly respective names were mutated in the 7/12 extract of respective Survey Numbers as under :-

S.No.	Area	Names
59/7B (Part)	15 Are	Kisan Nana Bhumkar, Mahadev
59/10B/1	9 Are	Nana Bhumkar, Sadashiv Nana Bhumkar, Kalubai Nathoba Tilekar, Subhadra Sudam Kalamkar, Vatsala Baban Kedari, Shalan Baban Kedari, Anjana Dashrath Kedari
59/7B (Part)	15 Are	Babu Shripati Bhumkar, Babubai Balu Bhumkar, Pandurang Babu Bhumkar, Devidas Babu Bhumkar, Ramdas Babu Bhumkar
59/7B(Part)	03 Are	Indubai Dattu Bhumkar, Dnyanoba Dattu Bhumkar, Nivrutti Dattu Bhumkar, Shankar Dattu Bhumkar, Sushilabai Vasant alias Rambhau Ramhane, Jijabai Narayan Raikar, Prabhavati Pandurang Raikar,
59/7B (Part)	16 Are	Shri Vishwanath Ganpat
59/7A (Part)	16 Are	Bhumkar, Sou. Sarubai
59/10A/2	5 Are	Vishwanth Bhumkar, Sunil Vishawanath Bhumkar, Subhash Vishwanath Bhumkar
59/7A (Part)	16 Are	Shri Keshav Namdev Bhumkar,
59/10A/1	5 Are	Rakhmabai Keshav Bhumkar, Ananta Keshav Bhumkar, Satyawan Keshav Bhumkar
59/7B (Part)	16 Are	Narayan Ganpat Bhumkar,



59/10B (Part) 10 Are Bhamabai Narayan Bhumkar, Ramesh
Narayan Bhumkar, Anil Narayan
Bhumkar

It further appears that there was a well and some trees in the land bearing S.No.59/5/1 and 59/11 which was kept common between all the owners.

E] It appears from the Deed of Partition dt.28.5.2004 and Mutation Entry No.12771 dt.3.6.2004 that partition was again made between the members of the Bhumkar family and different lands were allotted to different persons and accordingly their respective names were mutated in the 7/12 extracts of the respective Survey Numbers as under :-

S.No.	Area H=Are	Name
59/7A	0=32	Shri Keshav Namdev Bhumkar,
59/7B/4	0=10	Rakhmabai Keshav Bhumkar, Ananta Keshav Bhumkar, Satyawant Keshav Bhumkar
59/10B	0=10	Shri Vishwanath Ganpat
59/10A/2	0=05	Bhumkar, Sou. Sarubai
59/10A/1	0=05	Vishwanath Bhumkar, Sunil
59/7B	0=16	Vishwanath Bhumkar, Subhash
59/7B/4	0=16	Vishwanath Bhumkar

By the said Partition Deed, Shri Keshav Namdeo Bhumkar, Rakhmabai Keshav Bhumkar, Ananta Keshav Bhumkar, Satyawant Keshav Bhumkar, Vishwanath Ganpat Bhumkar, Sarubai Vishwanath Bhumkar, Sunil Vishwanath Bhumkar, Subhash Vishwanath Bhumkar, Narayan Ganpat Bhumkar, Bhamabai Narayan Bhumkar, Ramesh Narayan Bhumkar and Anil Narayan Bhumkar partitioned their properties. The said Partition Deed is registered at the office of the Sub-Registrar Haveli-IX at Serial No.3273.



9. S.No.59/2A, 59/2B, 59/2C and 59/2D :

A] It is seen from the Mutation Entry bearing No.1466 dt.4.2.1966 that the land bearing S.No.59/2 admeasuring 3 Acres 33 Gunthas formerly belonged to Shri Krushna Shripali Kapure and Shri Narayan Martand Mali was a tenant of the said land. It appears from the said Mutation Entry that Shri Narayan Mali was declared as a Protected Tenant as per enquiry u/s 32G of the Bombay Tenancy and Agricultural Land's Act and therefore he became the Owner of the said land, his name was therefore mutated as holder of the said land.

B] It appears from the Mutation Entry No.1740 dt.1.9.1976 that Shri Narayan Martand Bhumkar (Mali) expired on 22.11.1962 leaving behind him his wife - Smt. Anusuyabai, sons - 1] Mashku, 2] Ramchandra, 3] Damodar and 4] Manohar and daughters - 1] Sou. Thakubai Narayan Benkar, 2] Sou. Savitrabai Chandrakant Borate, 3] Sou. Sonabai Sopan Kudale and brother Shri Sadba Martand Bhumkar as his only legal heirs. The names of the said heirs were mutated in the 7/12 extract vide the said Mutation Entry. Shri Mhasku Narayan Bhumkar and Sadba Martand Bhumkar were each holding $\frac{1}{2}$ share in the said land.

C] It is seen from the Mutation Entry No.1741 dt.01.09.1976 that Smt Anusuya Narayan Bhumkar, Sou. Thakubai Narayan Benkar, Sou. Savitrabai Chandrakant Borate, Sou. Sonabai Sopan Kudale orally released their respective rights in the said property. Therefore their names mutated in the other rights column were deleted vide the said Mutation Entry.

D] It appears from the Mutation Entry bearing No.1742 dt.1.9.1976 that partition was effected in the family of said Shri. Mhasku Bhumkar and Sadaba Bhumkar and the lands were allotted as follows -

S.No.	Area	Name
	H=Are	
59/2A	D=38	Mhasku Narayan Bhumkar
59/2B	D=38	Sadaba Martand Bhumkar



59/2C	0-38	Mhasku Narayan Bhumkar
59/2D	0-39	Sadaba Martand Bhumkar

By the said Mutation Entry the land bearing S.No.59/2 was divided into four portions. The area before partition was 1 Hector 56 Are but after partition it appears only as 1 Hector 53 Are.

E] It is seen from the Mutation Entry No.3027 dt.01.05.1986 that Shri Mhasku Narayan Bhumkar expired on 25.4.1981 leaving behind him mother - Smt. Anusuyabai Narayan Bhumkar, wife- Tarabai Mhasku Bhumkar, 2 sons - Namdev, Rajendra, heirs of predeceased son - Ganpat, one married daughter Sou Muktabai Kisan Shinde, three brothers - Ramchandra Narayan Bhumkar, Damodar Narayan Bhumkar, Manohar Narayan Bhumkar and three married sisters - 1] Sou. Thakubai Narayan Benkar, 2] Sou. Savitrabai Chandrakant Borate & 3] Sou. Sonabai Sopan Kudale as his only legal heirs.

It further appears from the said Mutation Entry and from the copy of the Development Agreement dt.5.12.2006 that Shri Ganpat alias Ganesh Narayan Bhumkar expired leaving behind him his wife- Sharda and one married daughter - Sou. Chhaya Ashok Satav as his only legal heirs. However the name of Sou. Chhaya Ashok Satav is not yet mutated in the 7/12 extract, but she is joined in the Development Agreement.

It appears from the Mutation Entry No.14224 dt.16.11.2007 and copy of Development Agreement that Shri Manohar Narayan Bhumkar expired on 24.5.2001 leaving behind him widow - Sumari, 3 sons - Kiran, Sagar, Samir and married daughter - Sou. Sanka Sunil Shinde as his only legal heirs. The names of the heirs of Late Manohar Bhumkar are mutated in the 7/12 extract vide the said mutation entry. The said heirs of Late Manohar Bhumkar are joined in the Development Agreement.

It further appears that Smt. Anusuyabai Narayan Bhumkar also expired, leaving behind her the heirs mentioned hereinabove. The name of Late Anusuyabai Bhumkar was thereafter deleted from the 7/12 extract.



F] It is seen from the copy of Compromise Purshis and Mutation Entry No.6618 dt 16.10/1995 that Shri Pandharinath Sadba Bhumkar had filed a suit for partition in the Court of Civil Judge Junior Division, Pune bearing R.C.S. No.51/1993. Thereafter compromise was arrived between the disputing parties and a Compromise Purshis was filed in the said matter which was given Exhibit – 30 and accordingly the suit was decreed. In the said compromise, S.No.59/2B and 59/2D were given to Shri Pandharinath Sadba Bhumkar. The name of Shri Pandharinath Bhumkar was mutated in the 7/12 extract vide the said Mutation Entry.

10. By various Development Agreements all the Owners with their family members granted developmental rights of their respective captioned lands to M/s Amit Enterprises. Following are the details of the abovementioned Development Agreements :-

S.No.	Total Area H=Are	Area given For Development H=Are	Owners	Development Agreement Date and Reg. No.
4/4/4	0=25	0=25	1) Shri Shrinivas Laxman Raskonda, 2) Shri Dinesh Laxman Raskonda, 3) Shri Sandeep Balasaheb Beldare, 4) Shri Sanjay Jaywant Shewale	10.3.2006 1547/2006
4/9+10+ 11 out of 4/9+10+ 11+12+13	1=36	0=57	1) Shri Hiranjan Namdev Pophale, 2) Sou. Indubai Hiranjan Pophale, 3) Shri Nivrutti Hiranjan Pophale, 4) Sou. Alka Nivrutti Pophale, 5) Shri Namdev Nivrutti Pophale, 6) Sou. Shilpa Namdev Pophale, 7) Shri Shankar Nivrutti Pophale, 8) Shri Dinkar Nivrutti Pophale, 9) Sou.	19.12.2005 3595/2005

			Sushama Tatyasaheb Bhadale	
59/7B/1	0=15	0=15	1) Shri. Kisan Nana Bhumkar,	10.1.2006
59/7B/3	0=03	0=03	2) Sou. Sanjeevani Kisan	157/2006
59/10B/1	0=09	0=09	Bhumkar, 3) Kum. Mayur Kisan Bhumkar, 4) Kum. Punam Kisan Bhumkar, 5) Shri Mahadev Nana Bhumkar, 6) Shri. Bhagwan Mahadev Bhumkar, 7) Shri. Dilip Mahadev Bhumkar, 8) Shri. Sandeep Mahadev Bhumkar, 9) Sou. Latabai Sanjay Chore, 10) Sou. Jayashree alias Medha Madhukar Raut, 11) Shri. Sadashiv Nana Bhumkar, 12) Sou. Mandabai Sadashiv Bhumkar, 13) Shri. Vijay Sadashiv Bhumkar, 14) Sou. Deepali Kisan Kudale, 15) Sou. Rupali Dilip Kedari, 16) Sou. Kalubai alias Kalabai Nathoba Tilkar, 17) Sou. Subhadrabai Sudam Kalamkar, 18) Sou. Vatsalabai Baban Kedari, 19) Sou. Shalan Baban Kedari, 20) Sou. Anjanabai Dashrath Kedari	
59/2B	0=38	0=38	1) Shri. Pandharinath Sadba	17.1.2006
59/2D	0=39	0=39	Bhumkar, 2) Sou. Vimal Pandharinath Bhumkar, 3) Shri. Vitthal Pandharinath Bhumkar, 4) Sou. Jayashri Vitthal Bhumkar, 5) Shri. Bapu Pandharinath Bhumkar, 6) Sou. Ujwala Bapu Bhumkar, 7) Shri. Rahul Pandharinath Bhumkar, 8) Sou. Gouri Rahul Bhumkar,	255/2006

			9) Sou Vandana Sanjay Kudale	
59/2A	0=38	0=38	1) Shri. Ramchandra Narayan	10.1.2006
59/2C	0=38	(part)	Bhumkar, 2) Sou. Shakuntala	159/2006
		0=38	Ramchandra Bhumkar, 3) Shri.	
		(part)	Nitin Ramchandra Bhumkar, 4)	
			Sou. Kalpana Nitin Bhumkar, 5)	
			Sou. Mangal Trimbak Tilekar,	
			6) Sou. Ratnamala Sunil	
			Benkar, 7) Sou. Jyoti Vikas	
			Jadhav, 8) Shri. Damodar	
			Narayan Bhumkar, 9) Sou.	
			Bhamabai Damodar Bhumkar,	
			10) Shri. Anant Damodar	
			Bhumkar, 11) Sou. Anita Anant	
			Bhumkar, 12) Sou. Vaishali	
			Balasaheb Bansode, 13) Sou.	
			Rupali Rahul Shinde, 14) Kum.	
			Deepali Damodar Bhumkar, 15)	
			Smt. Suman Manohar	
			Bhumkar, 16) Shri. Sagar	
			Manohar Bhumkar, 17) Shri.	
			Kiran Manohar Bhumkar, 18)	
			Shri. Sameer Manohar	
			Bhumkar, 19) Sou. Sarika Sunil	
			Shinde, 20) Sou. Thakubai	
			Narayan Benkar, 21) Sou.	
			Savitrabai Chandrakant Borate,	
			22) Sou. Sonabai Sopana	
			Kudale	
59/7A	0=32	0=32	1) Shri. Keshav Namdev	12/1/2006
59/7B/4	0=16	0=16	Bhumkar, 2) Sou. Rakhambai	178/2006
			Keshav Bhumkar, 3) Shri.	
			Anant Keshav Bhumkar, 4)	
			Sou. Lilabai Anant Bhumkar, 5)	
			Shri. Satyawant Keshav	
			Bhumkar	
59/10B	0=10	0=10	1) Shri. Vishwanth Ganpat	12.1.2006

59/7B	0=18	0=15	Bhumkar, 2) Sou. Sarubai	180/2006
59/7B/4	0=16	0=06	Vishwnath Bhumkar, 3) Shri.	
59/10A/1	0=05	0=05	Sunil Vishwnath Bhumkar, 4)	
59/10A/2	0=05	0=05	Sou. Sunanda Sunil Bhumkar.,	
			5) Shri. Subhash Vishwnath	
			Bhumkar, 6) Sou. Sanka	
			Santosh Satav	
59/7B/2	0=15	0=15	1) Shri. Babu Shripati Bhumkar	17.1.2006
			2) Sou. Babubai Babu Bhumkar	267/2006
			3) Shri. Pandurang Babu	
			Bhumkar, 4) Sou. Suman	
			Pandurang Bhumkar, 5) Shri.	
			Manoj Pandurang Bhumkar, 6)	
			Kum. Nileema Pandurang	
			Bhumkar, 7) Shri. Devidas	
			Babu Bhumkar, 8) Sou. Hema	
			Devidas Bhumkar, 9) Smt.	
			Parubai Ramdas Bhumkar, 10)	
			Shri. Vasant Ramdas Bhumkar	
			11) Shri. Navnath Ramdas	
			Bhumkar, 12) Sou. Rohini	
			Balasaheb Wadkar	
59/1	0=23	0=23	1. A] i. Shri. Murlidhar Somnath	16.1.2006
59/5/2	0=08	0=08	Bhumkar, ii. Sou. Vishranti	252/2006
59/4/1	0=10	0=10	Murlidhar Bhumkar, B] i. Shri.	
59/6/2	0=03	0=03	Sarangdhar Murlidhar Bhumkar	
59/4	0=31	0=31	(for himself and as a Karta and	
59/5	0=18	0=18	Manager of his HUF and as a	
59/5/1	0=23	0=23	legal guardian of Mayur and	
59/6/1	0=08	0=08	Trupti), 2. Sou. Sharada	
59/8	0=23	0=23	Sarangdhar Bhumkar, C] i. Shri.	
59/3	0=45	0=45	Mohan Murlidhar Bhumkar, (for	
59/6	0=39	0=39	himself and as a Karta and	
59/9	0=72	0=72	Manager of his HUF and as a	
			legal guardian of Arti and	
			Aniket), ii. Sou. Savita Mohan	
			Bhumkar, D] i. Shri Prabhakar	

			<p>Murlidhar Bhumkar, (for himself and as a Karta and Manager of his HUF and as a legal guardian of Atharva), ii. Sou. Sarika Prabhakar Bhumkar, E] i. Shri Kisan Somnath Bhumkar, ii. Sou. Suman Kisan Bhumkar, iii. Shri. Santosh Kisan Bhumkar, iv. Shri. Ankush Kisan Bhumkar, v. Sou. Mangal Santosh Bhumkar, vi. Sou. Kavita Ankush Bhumkar, 2. A] i. Shri. Balasaheb Dhanu Bhumkar, ii. Sou. Janabai Balasaheb Bhumkar, iii. Shri Ganpat Balasaheb Bhumkar, (for himself and as a Karta and Manager of his HUF and as a legal guardian of Shubham and Shubhada), iv. Sou. Asha Ganpat Bhumkar, B] i. Shri. Dattatrya Balasaheb Bhumkar, (for himself and as a karta and Manager of his HUF and as a legal guardian of Priyanka), ii. Sou. Vaishali Dattatrya Bhumkar, C] Sou Yamabai Jagnath Biradwade, D] Sou Jamunabai Kisan Borate, E] (Legal heirs of Late Parubai Baban Borate), i. Shri. Baban Pundalik Borate, ii. Shri. Santosh Baban Borate, iii. Sou. Rupali Chakankar, iv. Sou. Pratibha Chankar, F] Sou. Hirabai Rajendra Harunge, G] Sou. Tarabai Sambhaji</p>
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			<p>Harunge, 3. A] i. Shri Dashrath Sambhaji Bhumkar, ii. Sou. Bebitai Dashrath Bhumkar, iii. Shri Sachin Dashrat Bhumkar, iv. Sou. Chayya Sachin Bhumkar, v. Shri. Nitin Dashrath Bhumkar, vi. Shri. Jyoti Nitin Bhumkar, vii. Kum. Rohini Dasharath Jagtap alias Sou. Rohini Jagatap B] i. Shri. Balasaheb Sambhaji Bhumkar (for himself and as a Karta and Manager of his HUF), ii. Sou. Nanda Balasheb Bhumkar, C] i. Smt. Shantabai Devram Alhat, ii. Smt. Hausabai Changdev Raut, iii. Sou. Mainabai Babasheb Kudale, iv. Sou. Madabai Kailas Borate, 4. A] Smt. Rangabai Maruti Bhumkar, B] i. Shri. Rajaram Maruti Bhumkar, (for himself and as a karta and Manager of his HUF and as a legal guardian of Vijay, Vishal, Neelima and Vaishali), ii. Sou. Jaibai Rajaram Bhumkar, C] Sou. Draupadabai Ramdas Kolhe, D] Sou. Shobha Jayant Raskar, E] Sou. Kamal Bhimrao Kalamkar, F] Sou. Alka Dilip Girame, G] Sou. Asha Sunil Sinnerkar, 5. A] i. Sou. Prabhavati Eaknath Bhumkar, (for herself and as a legal guardian of Seema), ii. Shri. Eaknath Kalu Bhumkar, iii. Sou.</p>	
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			<p>Jayashri Santosh Raut, IV Kum. Shubhangi Eknath Bhumkar, v. Shri Shrikant Eknath Bhumkar, 6. A] i. Shri Kalu Tukaram Bhumkar, ii. Sou. Dhondabai Kalu Bhumkar, B] (Legal heirs of Late Chandrakant Kalu Bhumkar), i. Smt. Rakhmabai Chandrakant Bhumkar, ii. Shri Janardan Chandrakant Bhumkar, iii. Sou. Anjali Janardan Bhumkar, iv. Shri Vinayak Chandrakant Bhumkar, v. Sou. Manisha Vinayak Bhumkar, vi. Shri Dattatray Chadrakant Bhumkar, vii. Sou. Swati Dattatray Bhumkar, C] i. Shri Shivram Kalu Bhumkar, ii. Sou. Shakuntala Shivram Bhumkar, iii. Shri Gokul Shivram Bhumkar, iv. Sou. Maya Rajendra Saykar, v. Sou. Chhaya Gulab Kudale, 7. A] i. Shri Dagadu Tukaram Bhumkar, ii. Sou. Chandrabhaga Dagadu Bhumkar, B] i. Shri Shankar Dagadu Bhumkar, ii. Sou. Dipali Ganesh Kadam, iii. Shri Sandeep Shankar Bhumkar, iv. Shri Mangesh Shankar Bhumkar, C] i. Shri Khandu Dagadu Bhumkar (for himself and as a Karta and Manager of his HUF and as a legal guardian of Suraj and</p>
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			<p>Priyanka), ii. Sou. Suvama Khandu Bhumkar, D] i. Shri Baban Daggadu Bhumkar, (for himself and as a Karta and Manager of his HUF and as a legal guardian of Abhishek and Shantanu), ii. Sou. Rohini Baban Bhumkar, E] Sou. Sarubai Bajirao Raikar, 8. A] i. Shri Bhausahab Bhikaji Raikar, ii. Sou. Pushpa Bhausahab Raikar, iii. Shri Anil Bhausahab Raikar, iv. Sou. Vaishali Anil Raikar, v. Shri Gokul Bhausahab Raikar, vi. Sou. Kavita Shivaji Dadge, B] i. Shri Lalchand alias Raosaheb Bhikaji Raikar, (for himself and as a Karta and Manager of his HUF and as a legal guardian of Amol, Poonam and Pooja), ii. Sou. Suman Lalchand alias Raosaheb Raikar, iii. Sou. Meena Lalchand alias Raosaheb Raikar, C] i. Shri Balwant Bhikaji Raikar (for himself and as a Karta and Manager of his HUF and as a legal guardian of Ajay, Akshay and Archana), ii. Sou. Lata Balwant Raikar, D] Leelawati Rajaram Dudhale, E] Sulochana Dnyanoba Hingane, F] Chandrabhaga alias Dhondabai Uttam Ladkat, 9. Housabai Manik Jadhav, 10. (Legal heirs of Late Chadrakala</p>	
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			Hanmant Talekar, A] Shri Vinayak Hanmant Talekar, B] Shri Vikas Hanmant Talekar	
59/2A 59/2C	0=38 0=38	0=38 (part) 0=38 (part)	1) Shri. Rajendra Mhasku Bhumkar, 2) Sou. Ranjana Rajendra Bhumkar, 3) Kum. Vishal Rajendra Bhumkar, 4) Kum. Vikas Rajendra Bhumkar, 5) Kavita alias Muktabai Kisan Shinde	30.5.2006 3670/2006
59/2A 59/2C	0=38 0=38	0=38 (part) 0=38 (part)	1) Shri Namdev Mhasku Bhumkar - 2) Sou. Laxmi Navdev Bhumkar, 3) Shri. Somnath Namdev Bhumkar, 4) Sou. Ashwini Somnath Bhumkar, 5) Sou. Shobha Salish Saikar, 6) Sou. Meena Ragnath Bhujbal, 7) Sou. Rohini Vijay Shewate, 8) Sou. Asha Santosh Benkar, 9) Tarabai Mhasku Bhumkar, 10) Sharda Ganesh alias Ganpat Bhumkar, 11) Sou. Chhya Ashok Satav, 12) Shri. Ashok Nivrutti Satav	5.12.2006 9345/2006

11. By the aforesaid agreements M/s Amit Enterprises became entitled to develop the captioned properties and to construct Building/Buildings thereon comprising of independent residential units, etc., enter into agreements of allotment/sale in respect thereof and on the completion of the scheme to get the sale deeds executed in favour of such purchasers from the said owners.

12. A] It is seen from the copies of the Orders given u/s 8(1) and 8(4) of the Urban Land (Ceiling and Regulation) Act, 1976 that Owners of respective properties filed Statements u/s 8(1) of the Urban

Land (Ceiling and Regulation) Act, 1975 and accordingly Orders were given declaring the Owners as non-surplus holders of the captioned lands as follows -

S.No.	For the Area (In Sq.mtrs.)	ULC Case No.	Date of Order
59/7B/1	1500	1803 B-H	29.6.2006
59/7B/3	300		
59/10B/1	900		
59/7B/2	1500	1804 B-H	29.6.2006
59/2B	3800	1805 B-H	29.6.2006
59/2D	3900		
59/10B	1000	1807 B-H	7.7.2006
59/10A/2	500		
59/10A/1	500		
59/7B	1400		
59/7B/4	600		
59/5/1	2300	1817-BH	17.8.2006
59/6/1	800		
59/6	900	1816 - BH	17.8.2006
59/6	400	1860- BH	8.11.2006
59/6	1300	1859 -BH	8.11.2006
59/8	2300	1819 - BH	17.8.2006
59/3	4500		
59/9	2400		
59/4/1	1000	1820-BH	17.8.2006
59/5	1800		
59/6/2	300		
59/4	3100	1821-BH	17.8.2006
59/9	2400		
59/1	2300	1818-BH	17.8.2006
59/5/2	800		
59/6	400	1861-BH	8.11.2006
59/6	900	498-R	18.7.2006



59/9	1200		
59/2A	3800	1841-BH+1842-BH	15.9.2006
59/2C	3800		
4/4/4	2500	2579-KO	5.9.2006

B] It is seen from the copy of the Order given on 19.7.2005 that an Appeal was preferred bearing ULC Appeal No 19/2005 u/s 33 of the Urban Land (Ceiling and Regulation) Act, 1975 and Order was passed by the Additional Commissioner, Pune for the S.No 4/9+10+11+12+13. Vide the said Order dt.19.7.2005 the Appellants were declared as the non-surplus holder of the said properties.

13. Public Notices of the captioned properties have been issued by me in Daily Prabhat on 2.7.2005, 12.11.2005, 4.1.2006 and 18.12.2007. To the said Public Notice I have received following objections—

A] Devidas Baburao Bhumkar vide letter dt.22.7.2005, Namdev, Rajendra, Smt. Tarabai Mhasku Bhumkar, Sharada Ganpat Bhumkar and Muktabai Kisan Shinde by notice dt.7.7.2005, Eknath Kaluram Bhumkar and others by notice dt.7.7.2005 had raised objections. However all the said persons have subsequently joined in the Development Agreements as mentioned above and hence their objections do not survive.

B] Smt. Sonabai Gopala Benkar took objection by notice dt.12.7.2005 through her Advocate Shri H. L. Chandrachud. She alleged that her father - late Sopan Dhanaji Bhumkar (Mali), within his lifetime had sold his 1/4th share in S.Nos.59/1, 4, 5 and 6 by registered Sale Deed dt.30.4.1985 in security of the loan and she was prepared to repay the same. This objection on the face of it is not legal. She admits the Sale Deed. It is clear that inspite of her father having died in 1986, she thereafter within last 20 years had not claimed any interest in the land or tried to mutate her name. Several entries were

passed in the Revenue Records, but she never challenged the same. She has not produced any proof in support of her allegation. No particulars of the loan transaction are given. Even after her objection during last 11/12 years she has not taken any step in furtherance to her objection. In my opinion therefore the objection is not valid and tenable.

C] i. Mrs. Alka Jadhav has raised objection dt.19.11.2005 contending that she had share in land bearing S.No.4 Hassa No.9+10+11+12+13 (part) as well as in other lands. I am informed that Mrs. Alka Jadhav is daughter of Hiranman Pophale. As stated earlier the land was purchased by Hiranman by registered Sale Deed dt.12.12.1958. Further, there was registered partition deed on 29.1.1994 wherein the said land was given to sons of Nivrutti Hiranman Pophale and Hiranman did not take any share therein.

ii. In the year 1994 Hindu Succession Act, 1956 was amended by the State of Maharashtra to give share to the daughters who were not married in the property of their father on the date of the said amendment coming into force. The said amendment was brought into force on 22.6.1994. I am informed that Mrs. Alka Jadhav was married in 1970 or 1972 i.e. much before the said amendment came into force and as such she had no share in the said property. Further the Hindu Succession Act, 1956 was amended by Central Govt. in the year 2005. The said amendment which is given effect to from 9.9.2005 specifically excludes registered partitions and decrees of Courts for partition, from its purview. As such since the said property is partitioned by a registered document, in my Opinion Mrs. Alka Jadhav has no share in it.

iii. The said Alka Balasaheb Jadhav filed Special Civil Suit No.1595/2008 against Shri Hiranman Namdeo Pophale & others claiming share in the said land. The Defendants refuted the claim of the said Alka Balasaheb Jadhav stating that she has no share in the property. Pending said suit various applications were filed by the parties and therein the matter went to High Court at Bombay. Therein



interlocutory arrangement pending the Sp. Civil Suit No.1595/2008 was arrived at between the parties. Accordingly Shri Hiranman Namdeo Pophale and others agreed to keep an area admeasuring 20 Gunthas, approx. 1/8th share from 4 Acre of land, from the western portion of S.No.4 Hissa No.12 and 13, unencumbered in any manner and unbuilt upon till the final disposal of the suit and free development of the remaining land was permitted. The said portion of 20 Gunthas was identified in the sanctioned layout plan and submitted to the Court. In view of the said compromise the appeal pending before the High Court was disposed off

14. S.No.59/11 admeasuring 2 Are was kept common among all owners, as it contained well. All owners thereof have by separate agreements granted development rights of their respective properties along with share in S.No.59/11.

15. It appears from the Zone Certificate dt.20.12.2004 that S.No.4 is designated in Residential Zone and affected by 60 mtr. wide Road and 12 mtr. wide Service Road. It appears from the Zone Certificate dt.25.2.2005 that S.No.59 is designated in Residential Zone.

16. I am given true copies of demarcation plans of the captioned property dt.13.4.2007 and 26.4.2007.

17. A] It appears from the copy of the Order dt.30.3.2007 that the plans are sanctioned by Town Planning Department and permission for Non Agricultural use of the captioned property has been obtained from the Collector, Pune vide his Order bearing No.PMH/NAVSR/360/2006 dt.30.3.2007. The terms stipulated in the layout dt.23.3.2007 were revised by the Director Town Planning vide letter dt.7.6.2008.

B] A Joint layout of S.No.4 Hissa No.4/4, 4/9/10/11/12/13, 59/1, 5/2A, 59/2C, 59/2B, 59/2D, 59/3, 59/4, 59/4, 59/4/1, 59/5, 59/5/1, 59/5/2, 59/6, 59/6/1, 59/6/2, 59/7A, 59/7B, 59/7B/1, 59/7B/2, 59/7B/3,



59/7E/4, 59/8, 59/9, 59/10A/1, 59/10A/1, 59/10A/2, 59/10B, 59/10B/1, 4/3/1 and 4/2/4, Ambegaon Budruk, Tal. Haveli, Dist. Pune was sanctioned by Town Planning Department and N.A. permission therefor was obtained under No.PMH/NA/SR/856/2014 dt.21.08.2014 from the Collector District Pune.

C] By permission bearing No.1445 dated 15.09.2015 of Pune Mahanagar Pradesha Kshetra Vikas Pradhikaran, Pune (PMRDA) granted revised permission for the said lands bearing S.No.4 (part) and S.No.59 (part) for the area of 68805.22 Sq.mtrs. and permitted the construction of the buildings as per the sanctioned plans.

18. In the mean time as constitution of the partnership firm - M/s Amit Enterprises has been changed into that of a company named 'Amit Enterprises Housing Ltd.' by registering it under Part IX of the Companies Act, 1956, as per Section 575 of the said Act, there has occurred statutory vesting of title of all properties, movable and immovable (including actionable claims) and all estate and interest of the firm - M/s Amit Enterprises in the newly incorporated company - Amit Enterprises Housing Ltd., without any need for separated conveyance or deed of transfer.

19. It is seen from the letter dt.15.6.2010 of Amit Enterprises Housing Ltd. that in respect of S.No.4/9+10+11+12+13 (part) there is one litigation pending in the Civil Judge Senior Division Pune, filed by Alka Jadhav against Hiranjan Pophale and others bearing Special Civil Suit No.1595/2008 which was originally bearing Regular Civil Suit No.322/2008, Amit Enterprises Housing Ltd. being defendant no.11, 12 and 12A in the said suit, one Special Civil Appeal was pending in the District Court bearing Misc. Civil App. No.123/2008. In respect of original suit bearing 1595/2008, various writ petitions were filed against exhibits, bearing 1434/2008, 1178/2008, 7417/2008 and 7535/2008 in the hon'ble High Court. All these writ petitions are disposed off in pursuance of minutes of order. In writ petition bearing 7535/2008, prayer made by learned counsel appearing for the



Petitioner Alka Jadhav, he is permitted to delete the names of respondent No.11, 12 and 21. Minutes of order signed by the parties are taken on record. The said writ petition is disposed off in terms of the minutes of order. Armit Enterprises Housing Ltd. are submitting the copy of the said order in lower court, so the cases in lower courts are pending on technical grounds only which will be resolved soon. In the meanwhile the Appellants and Respondent/Plaintiff filed affidavits in the Misc. Civil Appeal No.123/2008 affirming compromise and giving no objection to vacate the order of status-quo and accordingly by order dt.2.9.2010 the order of learned trial court of granting injunction was set aside and Civil Appeal No.123/2008 was disposed off.

20. S.No.4/3/1 :

A] It appears from Mutation Entry No.764 dt.12.09.1937 that Shri Nathu Tukaram Kondhare owned the land bearing S.No.4, Hissa No.3/1 of Mouje Ambegao Budruk and that he expired in the year 1937 leaving behind him sons- Baban, Ramu and Damu as his only legal heirs. The name of Shri Baban Nathu Kondhare, the Karta and Manager of HUF was mutated in 7/12 record by the said mutation entry. However his name is not mutated as Karta and Manager of the family.

B] It is seen from Mutation Entry No.1057 dt.20.01.1952 that S.No.4/3/1 was declared as Tukada under the Fragmentation Law vide the said mutation entry.

C] It is seen from Mutation Entry No.6181 dated 27.12.1993 that the name of Shri Baban Nathu Kondhare as Karta and Manager of the family was deleted and names of Shri Baban Nathu Kondhare, Shri Damu Nathu Kondhare and Shri Ramu Nathu Kondhare were mutated in 7/12 record vide said mutation entry.

21. S.No.4/2/4:

A] It is seen from Mutation Entry No.905 dt.13.02.1946 that Shri Sopana Ganu Kondhare owned land bearing S.No.4, Hissa No 2/4 of Mouje Ambegao Budruk and that he expired on 25.02.1945 leaving



behind him his nephew Shri Narayan Hari Kondhare. Shri Sopana Ganu Kondhare had executed a Will in his favour and his name was mutated in 7/12 record vide the said mutation entry.

B] It is seen from Mutation Entry No.1057 dt.20.01.1952 that S.No. 4/2/4 was declared as Tukada under the Fragmentation Law vide the said mutation entry.

C] From 7/12 extract for the years 1953-54 to 1962-63 the name of Shri Mahadeo Vishnu Bhadane appears as a tenant which is recorded by Mutation Entry No. 1072 and the same was deleted by Mutation Entry No. 1220. I am not given the said mutation entries. The said entries do not appear in 7/12 extracts for the later years.

D] It is seen from Mutation Entry No.1535 dt.07.09.1968 that Shri Narayan Sopana Kondhare and Shri Shankar Sopana Kondhare sold the land bearing S.No.4/2/4 to Shri Baban Nathu Kondhare. The name of Shri Baban Nathu Kondhare was mutated in 7/12 record vide the said mutation entry. I am not given copy of Sale Deed. The name of Narayan is mentioned as Narayan Sopana Kondhare. It appears to be a mistake. Though the said mistake was not corrected the name of Narayan Hari Kondhare was deleted by the said Mutation Entry No.1535 on 07.09.1968 and since thereafter till today i.e. for last more than 45 years the said Mutation Entry No.1535 has remained unchallenged and in my Opinion now cannot be challenged.

22. It is seen from Mutation Entry No.8404 dt.24.10.1967 that Shri Baban Nathu Kondhare expired on 08.06.1997 leaving behind him Ravindra Balu Kondhare, Navnath Balu Kondhare, widow Molan Balu Kondhare, the heirs of predeceased son Balu Baban Kondhare, and two married daughters- Ratnabai Shivaji Kale, Shakubai Manaji Shelar, as his only legal heirs. The names of the said heirs were mutated in 7/12 record vide said mutation entry.

23. It is seen from Mutation Entry No.13911 dt.24.04.2007 and copy of Partition Deed dt.27.02.2007 that by Partition Deed dated



27.02.2007 Shri Rambhau/Ramu Nathu Kondhare and others partitioned lands bearing S. Nos. 4/3/1 and 4/2/4 along with other lands, wherein S.No.4/3/1 admeasuring 17 Are and S.No.4/2/4 admeasuring 15 Are were given to the share of 1) Shri Rambhau/Ramu Nathu Kondhare, 2) Shri Pandurang Rambhau Kondhare, 3) Shri Suresh Rambhau Kondhare, 4) Sarubai Anna Lipane, 5) Shashikant Pandurang Kondhare, 6) Shri Anil Pandurang Kondhare, 7) Sou. Pushpa Dnyaneshwar Ghoman, 8) Shri Amar Suresh Kondhare, 9) Shri. Pravin Suresh Kondhare and 10) Sou Pramila Sandip Ronuse. The said Partition Deed is registered at the office of Sub Registrar Haveli 9 at Sr.No.2324/2007 on 21.03.2007. The names of the above mentioned persons were mutated in 7/12 record vide the said mutation entry.

24. It is seen from Mutation Entry No.16259 dated 09.03.2011 and copy of Sale Deed dated 25.03.2008 that by Sale Deed dated 25.03.2008 1) Shri Rambhau/Ramu Nathu Kondhare and 9 others sold land bearing S.No.4/2/4 admeasuring 15 Are and a portion admeasuring 9 Are from and out of the land bearing S.No.4/3/1 totally admeasuring 0 Hecter 17 Are to M/s. Amit Enterprises. The said Sale Deed is registered at the Office of Sub Registrar Haveli-20 at Sr.No.2924/2008. The name of the M/s Amit Enterprises was mutated in 7/12 record as holder of 9 Are and 15 Are respectively.

25. It is seen from Mutation Entry No.6083 dated 13.10.1993 that the charge recorded in other rights of S.No.4/3/1 being Pokalst was deleted by the said mutation entry.

26. It is seen from the copy of order dated 19.10.2010 of Collector, Pune that by order dated 19.10.2010 Collector, Pune allowed said land to be used for non agricultural purpose for residence.

27. It is seen from the copy of Zone Certificate dated 05.08.2008 that land bearing S.No.4 is designated in Residential Zone and a portion thereof is affected by 60 M and 12 M service Road.



28. I had published a notice in respect of the aforesaid properties in daily Prabhat dated 16.02.2008. To the said public notice I have not received any objection.

29. It is seen from the copy of aforesaid sale deed dated 25.03.2008 and copy of Affidavit of the owners dated 19.03.2008 that the said properties were not acquired by Govt. under the Urban Land (Ceiling & Regulation) Act, 1975 and were also not exempted under Section 20 of the said Act and since the said Act was repealed no permission for transfer thereof was required. This opinion is given relying upon the same.

30. As constitution of the partnership firm - M/s Amit Enterprises has been changed into that of a company named 'Amit Enterprises Housing Ltd.' by registering it under Part IX of the Companies Act, 1956, as per Section 575 of the said Act, there has occurred statutory vesting of title of all properties, movable and immovable (including actionable claims) and all estate and interest of the firm - M/s Amit Enterprises in the newly incorporated company - Amit Enterprises Housing Ltd., without any need for separate conveyance or deed of transfer. However the name of 'Amit Enterprises Housing Ltd.' is yet to be changed in the 7/12 extracts of S.No.4/2/4 and 4/3/1.

31. It is seen from the copy of the Completion Certificate (pt) dt.11.11.2011 issued by the Collector Pune that Completion Certificate was granted for the following buildings/units

Building No.	Floors
A	Basement +parking+12 floors
B	Basement +parking+12 floors
Wing C+D	Basement +parking+12 floors
E	Basement +parking+12 floors
Wing F+G	Basement +parking+12 floors
Wing H+I	Basement +parking+12 floors



32. It is seen from the copy of Release Deed dated 03.01.2014 by State Bank of India in favour of Amit Enterprises Housing Ltd. that Amit Enterprises Housing Ltd. has been fully repaid the loan amount and that there are no dues outstanding and hence the Bank released its interests / charge on the land. The said Release Deed is registered at the office of Sub Registrar Haveli 4, at Serial No. 131/2014.

33. As stated above Shri. Subhash Haribhau Kondhare, Shri Rajaram Haribhau Kondhare, Shri. Eaknath Haribhau Kondhare, Smt. Laxmibai Haribhau Kondhare, Sou. Kalavati Manub Lygude, Sou. Rukmini Ghanayshyam Lipane, Shri. Babu Subhash Kondhare and Deepak Subhash Kondhare through Power of Attorney holder Shri. Shrinivas Laxman Raskonda, Shri. Dinesh Laxman Raskonda, Shri. Sandeep Balasaheb Beldare and Shri. Sanjay Jaywant Shevale had executed a Development Agreement and Power of Attorney dated 10.03.2006 of land bearing S.No.4/4/4 in favour of M/s Amit Enterprises and had also delivered possession of land bearing S.No.4/4/4 for the purpose of development and construction to M/s Amit Enterprises. Amit Enterprises in furtherances of the the said Development Agreement got the plans of the proposed building sanctioned from the the Assistant Director of Town planning and obtained NA order on 30.03.2007. By the said layout plan and NA order Amit Enterprises had amalgamated the said land with adjoining lands and started development and construction work as per the permissions and created third party interests as per the scheme. Completion Certificate of some of the buildings/ units was also obtained.

In the above circumstances the said owners - Laxmibai Haribhau Kondhare, Shri. Subhash Haribhau Kondhare, Shri. Rajaram Haribhau Kondhare, Ulka Eaknath Kondhare, Ganesh Eaknath Kondhare, Praful Eaknath Kondhare, Babu Shubhash Kondhare, Deepak Subhash Kondhare, Yogesh Rajaram Kondhare, Balasaheb Rajaram Kondhare by sale deed dated 01.09.2012 executed sale deed of the



said land bearing S.No.4/4/4 admeasuring 25 Aro in favour of Shri Sumersingh Hirasingh Pardeshi. The said Sale Deed is registered at the office of Sub Registrar Haveli 20 at Serial No. 6945/2012 and name of the said purchaser is mutated in 7/12 extract by mutation entry no.17214 dated 05.09.2012. The said owners did not make any mention of the transaction of Development Agreement in the said Sale Deed and about possession being with Amit Enterprises.

Miss Sunita P. Kinkar, advocate issued a notice on 04.02.2013 on behalf of Amit Enterprises Housing Ltd. to Shri. Sumersingh Hirasingh Pardeshi and others in respect of sale deed in favour of Shri. Sumersingh Hirasingh Pardeshi. It is seen from the copy of Public Notice by Shri. Prathamesh Gupte, advocate appearing in daily Prabhat dated 28.03.2013 on behalf of his clients Shri. Subhash Haribhau Kondhare and others that his said clients thereby denied that Amit Enterprises has no right with respect to the land bearing S. No. 4, Hissa No. 4/4. The same was replied to by Amit Enterprises Housing Ltd. through Shri. Devendra Vaidya, advocate by a Public Notice which appeared in daily Prabhat dated 03.05.2013. Shri. Prathamesh Gupte, advocate issued a notice on 02.04.2013 to M/s Amit Enterprises and others, on behalf of his clients Laxmibai Haribhau Kondhare and others. M/s Amit Enterprises Housing Ltd. issued a notice to Shri. Shreeniwas Laxman Raskonda and three others on 27.04.2013.

It is seen from the copy of plaint in Sp. CS No. 1255/2013 that on 16.09.2013 M/s Amit Enterprises Housing Ltd. filed Special Civil Suit No.1255/2013 before Hon'ble Civil Judge Senior Division Pune against Sumersingh Hirasingh Pardeshi and 17 others for specific performance, declaration that the said sale deed is not legal and for permanent injunction.

It is seen from the copy of Sale Deed dated 09.12.2015 that by Sale Deed dated 09.12.2015 Shri. Sumersingh Hirasingh Pardeshi the Defendant No. 1 of Sp. CS No. 1255/2013, with the consent of Defendant Nos. 2 to 11 thereof executed sale deed in respect of his share in land bearing S. No. 4, Hissa No. 4/4 admeasuring 25 Aro in



layour of Amit Enterprises Housing Ltd. The said sale deed is registered at the Office of Sub Registrar Haveli-20 at Serial No 7282/2015. Name of the said purchaser appears to have been mutated in 7/12 record by Mutation Entry No. 18874 and this opinion is given relying upon the same.

In view of the aforesaid sale deed the parties to Sp. CS No 1255/2013 having amicably settled the same Plaintiff filed a Purnis at Ex. 66 on 06.08.2016 informing the Court that it does not want to proceed with the suit. Defendant No. 1 having filed a Counter Claim in the suit also by the same Purnis and also by separate Purnis at Ex. 67 informed the Court that he also does not want to proceed therewith. It is seen from the copy of order dated 06.08.2016 below Ex. 1 that in view of Ex. 66 that the Court disposed off the same. Sou. Kalawati Manuti Latgude and Sou. Rukhmini Ghanashyam Lipane the Defendant Nos. 13 and 12 are not the parties to the aforesaid sale deed and this opinion is given subject to the same.

34. A] It is seen from the letter of Kotak Mahindra Bank Ltd. dated 21.03.2011 that Amit Enterprises Housing Ltd. had obtained a financial assistance from the said Bank. The said Kotak Mahindra Bank Ltd. in its said letter has confirmed that the said amounts disbursed to Amit Enterprises Housing Ltd. has been fully repaid and there are no dues outstanding.

B] It is seen from the letter of Aditya Birla Finance Ltd. dated 23.01.2015 that Amit Enterprises Housing Ltd. had obtained a financial assistance from the said company. The said Aditya Birla Finance Ltd. in its said letter has confirmed that the said amounts disbursed to Amit Enterprises Housing Ltd. has been fully repaid and there are no dues outstanding.

C] It is seen from the letter dated 11.04.2017 of Amit Enterprises Housing Ltd. that Amit Enterprises Housing Ltd. has mortgaged the said property with State Bank of India (SBI), Pune and Saraswat Co-operative Bank Ltd and that except the said charges it has not created



P. M. KHIRE
Advocate

any encumbrance/ mortgage on the said property or on the remaining flats / units in the said building/s. It is further seen from the said letter of Amit Enterprises Housing Ltd. that it has agreed to sell various units as mentioned in its above referred letter.

35. I caused the search of Index No.II registers at the office of the Sub-Registries for the last 30 years in respect of the captioned property and no document evidencing any subsisting mortgage, charge or encumbrance was found recorded from the available registers. On the basis of the same and on the basis of the documents given for my perusal and subject to whatever stated hereinabove and also subject to charges of State Bank of India and Saraswat Co-Operativ Bank, I am of the opinion that the title of the land owners as stipulated above as owners to the captioned properties, is clear and clear and that Amit Enterprises Housing Ltd. has a valid right to develop the same.

All the documents are returned herewith.

Yours faithfully,



[P. M. KHIRE]
ADVOCATE