

**TITLE REPORT**

July 2, 2015

**1. PROPERTY DESCRIPTION:**

All that below mentioned Land, situate at village Mundhwa, Taluka Haveli, District Pune, within the limits of the Registration District Pune, Sub-Registration Taluka Haveli and within the limits of Zilla Parishad Pune, Taluka Panchayat Samittee Haveli, Grampanchayat Mundhwa

Survey Nos.	Area Hectare/Are	Assessment Rs./paise	Boundaries
8/3/2	0,71	1,72	East: Survey No.8/3 (part) South: Survey No.21 West: Survey No.8/3 (part) North: T.P.Road
8/3/3	0,71	1,72	East: Survey No.8/3 (part) South: Survey No.21 West: Survey No.8/3 (part) North: T.P.Road

along with easements, appurtenances, available FAR/FSI including the TDR, ingress, egress, pathways, incidental, consequential and other ancillary rights thereto.

(collectively said "PROPERTY" and individually by their respective Survey Nos.)

2. **INSTRUCTIONS:**

**GOLDEN KEY PROJECT KESHAVNAGAR LLP**, a limited liability partnership firm, registered under the provisions of the Limited Liabilities Partnership Act, 2008, at Serial No.AAC-9803, having its registered office at, 203, Pinnacle, Above Flat Café, North Main Road, Koregaon Park, Pune: 411 001, represented by its designated partners Pranay Prakash Shingi and Sushil Eknath Ghule (hereinafter referred to as the said "DEVELOPER") have handed over the copies of the below mentioned documents and instructed me to investigate marketable title thereof.

3. **LIST OF DOCUMENTS:**

The copies of the following documents are made available for perusal.

- 7/12 extracts of Survey No.8/3/2, for the years 1936 to 1964
- 7/12 extracts of old Survey No.8/3/2/1 and its new Survey No.8/3/2, for the years 1964 to 2015
- 7/12 extracts of old Survey No.8/3/2/2 and its new Survey No.8/3/3, for the years 1975 to 2015
- All relevant Mutation Entry Extracts (Form No.6D)
- Zone Certificate bearing No.12307, dated 28.11.2014, issued by the Asst. Engineer, Town Planning, Pune Municipal Corporation, Pune.
- Released Deed dated 16.03.2013, registered in the office of the Sub-Registrar, Haveli No.23, at serial No.1971/ 2013 on the same day, executed by (i) Smt.Asha Ramchandra Ingale, (ii) Master Abhijit Ramchandra Ingale, (iii) Miss Reshma Ramchandra Ingale, heirs of Late Ramchandra Dnyanoba Ingale, who was son of Late Tarabai Dnyanoba Ingale (premarital name Tarabai Bhagwant Lonkar) and (i) Smt.Deepali Dilip Ingale, (ii) Master Saurabh Dilip Ingale, (iii)



Master Manoj Dilip Ingale, heirs of Dilip Dnyanoba Ingale, who was son of Late Tarabai Dnyanoba Ingale (premarital name Tarabai Bhagwant Lonkar), in favour of (1) (i) Chabutai Jaysingh Lonkar, (ii) Mohan Jaysingh Lonkar, (iii) Nitin Jaysingh Lonkar, (iv) Sandeep Jaysingh Lonkar, (v) Santosh Jaysingh Lonkar, heirs of Late Jaysingh Bhagwant Lonkar, (2) Govind Bhagwant Lonkar, (3) Babasaheb Bhagwant Lonkar and (4) Balasaheb Bhagwant Lonkar, in respect of *inter alia* the said Property.

- Released Deed dated 16.03.2013, registered in the office of the Sub-Registrar, Haveli No.23, at serial No.1972/ 2013 on the same day, executed by Prakash Ramdas Nagwade heir of Late Hirabai Ramdas Nagwade, in favour of (1) (i) Chabutai Jaysingh Lonkar, (ii) Mohan Jaysingh Lonkar, (iii) Nitin Jaysingh Lonkar, (iv) Sandeep Jaysingh Lonkar, (v) Santosh Jaysingh Lonkar, heirs of Late Jaysingh Bhagwant Lonkar, (2) Govind Bhagwant Lonkar, (3) Babasaheb Bhagwant Lonkar and (4) Balasaheb Bhagwant Lonkar, in respect of *inter alia* the said Property.
- Released Deed dated 16.03.2013, registered in the office of the Sub-Registrar, Haveli No.23, at serial No.1973/ 2013 on the same day, executed by Dnyanoba Nagoji Ingale, heir of Late Tarabai Dnyanoba Ingale (premarital name Tarabai Bhagwant Lonkar), in favour of (1) (i) Chabutai Jaysingh Lonkar, (ii) Mohan Jaysingh Lonkar, (iii) Nitin Jaysingh Lonkar, (iv) Sandeep Jaysingh Lonkar, (v) Santosh Jaysingh Lonkar, heirs of Late Jaysingh Bhagwant Lonkar, (2) Govind Bhagwant Lonkar, (3) Babasaheb Bhagwant Lonkar and (4) Balasaheb Bhagwant Lonkar, in respect of *inter alia* the said Property.
- Released Deed dated 16.03.2013, registered in the office of the Sub-Registrar, Haveli No.23, at serial No.1978/ 2013 on the same day, executed by (i) Smt.Shalan Mahadev Shitole, (ii) Malini Bhanudas Shelar, (iii) Mrs.Shashikala Ramchandra Pawar, heirs of Late Hirabai Ramdas Nagwade, in favour of

(1) (i) Chabutai Jaysingh Lonkar, (ii) Mohan Jaysingh Lonkar, (iii) Nitin Jaysingh Lonkar, (iv) Sandeep Jaysingh Lonkar, (v) Santosh Jaysingh Lonkar, heirs of Late Jaysingh Bhagwant Lonkar, (2) Govind Bhagwant Lonkar, (3) Babasaheb Bhagwant Lonkar and (4) Balasaheb Bhagwant Lonkar, in respect of *inter alia* the said Property.

- Released Deed dated 08.07.2014, registered in the office of the Sub-Registrar, Haveli No.7, at serial No.5192/ 2014 on the same day, executed by Ashok Dnyanoba Ingale and Mrs.Sunita Avinash Shitole, in favour of (1) (i) Chabutai Jaysingh Lonkar, (ii) Mohan Jaysingh Lonkar, (iii) Nitin Jaysingh Lonkar, (iv) Sandeep Jaysingh Lonkar, (v) Santosh Jaysingh Lonkar, heirs of Late Jaysingh Bhagwant Lonkar, (2) Govind Bhagwant Lonkar, (3) Babasaheb Bhagwant Lonkar and (4) Balasaheb Bhagwant Lonkar, in respect of *inter alia* the said Property.

- Development Agreement dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11203/ 2014 on the same day and Power of Attorney dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11204/2014 on the same day, executed by one Dilip Ramdas Nagwade with the consent of Prakash Ramdas Nagwade, Mrs.Shashikala Ramchandra Pawar, Mrs.Shalan Mahadev Shirole and Mrs.Malini Bhanudas Shelar, in favour of Golen Key Project Keshavnagar LLP i.e. the said Developer, in respect of his 0.834% share, admeasuring "Hectare 0.00.5921 Are" out of the said Survey No.8/3/2 and 0.834% share, admeasuring "Hectare 0.00.5921 Are" out of the said Survey No.8/3/3.

- Development Agreement dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11205/ 2014 on the same day and Power of Attorney dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11206/ 2014 on the same day,

executed by Smt.Gulabai alias Karnal Sampatrao Jadhav, with the consent of Pramod Sampatrao Jadhav and Sachin Sampatrao Jadhav, in favour of Golen Key Project Keshavnagar LLP i.e. the said Developer, in respect of his 4.17% share, admeasuring "Hectare 0.02.9607 Are" out of the said Survey No.8/3/2 and 4.17% share, admeasuring "Hectare 0.02.9607 Are" out of the said Survey No.8/3/3.

- Development Agreement dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11207/2014 on the same day and Power of Attorney dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11208/ 2014 on the same day, executed by Mrs.Padma alias Pramila Ramchandra Ingale, with the consent of Ramchandra Gajanan Ingale, Atul Ramchandra Ingale, Mrs.Vaishali Dinesh Devkar (premarital name Vaishali Ramchandra Ingale), Mrs.Rohini Babasaheb Konde (premarital name Rohini Ramchandra Ingale), Mrs.Asha Ganesh Mohite (premarital name Asha Ramchandra Ingale) and Mrs.Sarika Pramod Kolte (premarital name Sarika Ramchandra Ingale) in favour of Golen Key Project Keshavnagar LLP i.e. the said Developer, in respect of her 4.17% share, admeasuring "Hectare 0.02.9607 Are" out of the said Survey No.8/3/2 and her share 4.17%, admeasuring "Hectare 0.02.9607 Are" out of the said Survey No.8/3/3.
- Development Agreement dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11210/2014 on the same day and Power of Attorney dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11211/2014 on the same day, executed by Govind Bhagwant Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Shakuntala Govind Lonkar, Shrikant Govind Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Swati Shrikant Lonkar, Miss Nikita Shrikant Lonkar, Miss Shruti Shrikant Lonkar through

karta and manager Shirkant Govind Lonkar, Master Sarthak Shrikant Lonkar through karta and manager Shirkant Govind Lonkar, Ganesh Govind Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Archana Ganesh Lonkar, Master Abhijeet Ganesh Lonkar through Karta and Manager Ganesh Govind Lonkar, Miss Manshree Ganesh Lonkar through Karta and Manager Ganesh Govind Lonkar, Mrs.Sangita Hemant Gofne, Mrs.Savita Balasaheb Mandale and Mrs.Sadhna Ranjeet Pol, being the Vendor No.1, Babasaheb Bhagwant Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Indumati Babasaheb Lonkar, Vijay Babasaheb Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Rekha Vijay Lonkar, Miss Tanvi Vijay Lonkar through Karta and Manager Vijay Babasaheb Lonkar, Vishal Babasaheb Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Sadhna Vishal Lonkar, Mrs.Surekha Santosh Kashilkar and Mrs.Sarika Hanumant Kad, being the Vendor No.2, Balasaheb Bhagwant Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Kusum Balasaheb Lonkar, Yogesh Balasaheb Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Swati Yogesh Lonkar, Miss Kavya Yogesh Lonkar through Karta and Manager Yogesh Balasaheb Lonkar and Miss Nivedita Balasaheb Lonkar, being the Vendor No.3 and Mohan Jaisinghrao Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Kalpana Mohan Lonkar, Miss Kalyani Mohan Lonkar, Nitin Jaisinghrao Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Sujata Nitin Lonkar, Master Prathemesh Nitin Lonkar through Karta and Manager Nitin Jaisinghrao Lonkar, Miss Pranita Nitin Lonkar through Karta and Manager Nitin Jaisinghrao Lonkar, Sandeep Jaisinghrao Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Suvarna Sandeep Lonkar, Master Siddesh Sandeep Lonkar through Karta and Manager

Sandeep Jaisinghrao Lonkar, Master Soham alias Pushkar Sandeep Lonkar through Karta and Manager Sandeep Jaisinghrao Lonkar, Santosh Jaisinghrao Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Sonali Santosh Lonkar, Master Sanskar Santosh Lonkar through Karta and Manager Santosh Jaisinghrao Lonkar and Smt. Chabutai Jaisinghrao Lonkar, being the Vendor No.4,

- in favour of Golden Key Project Keshavnagar LLP i.e. the said Developer, in respect of their 90.826% share, admeasuring "Hectare 0.64.4865 Are" out of the said Survey No.8/3/2 and their 90.826% share, admeasuring "Hectare 0.64.4865 Are" out of the said Survey No.8/3/3.
- Affidavit dated 01.07.2015 of Sushil Eknath Ghule, partner of the said Developer.

#### 4. PUBLIC NOTICE & SEARCH:

##### 4.1 PUBLIC NOTICE:

I caused to issue Public Notice dated 18.06.2014 in daily "Prabhat" on 19.06.2014 and called objection if any in respect of granting development rights of the said Property by the land owners to the said Developer. However, I did not receive any objection in that behalf.

##### 4.2 SEARCH:

- (i) Advocate Yuvraj D. Warghade took a search in respect of the said Property, in the offices of the Sub-Registrar, Haveli and e-search: from website "igrmaharashtra.gov.in" vide Application Nos.23421/ 2014 and 23422/ 2014, both dated 04.07.2014 issued by Sub-Registrar, Haveli No.10, who, vide his two Search Report dated 07.07.2014, reported that from the available record in the offices of the Sub.Registrar, Haveli, he did not find any adverse transaction thereof, except transaction mentioned in the said reports.

- (ii) Also Advocate Nayan P. Gorle took a search in respect of the said Property, in the offices of the Sub-Registrar, Haveli and e-search from website "igrmaharashtra.gov.in" vide Challan No.MH001910095201516E, dated 29.06.2015, who, vide his Search Report dated 30.06.2014, reported that from the available record in the offices of the Sub-Registrar, Haveli, so also availed e-search from website "igrmaharashtra.gov.in", he did not find any adverse transaction thereof, except transaction mentioned in the said report.

5. **INCIDENCES:**

The record of rights and the documents placed in my hands in respect of the said Property, discloses below mentioned facts:

- (1) The land bearing Survey No.8, Hissa No.3/2, admeasuring "Acre 3.20 Guntha", assessed at "Rs.3.7 Anne", situate at villaged Village Mundhwa, Taluka Haveli, District Pune (said "SURVEY NO.8/3/2") was originally owned by one Bahiru Pandu Lonkar, whose names stand mutated in the record of the said Survey No.8/3/2, vide Mutation Entry No.1105, dated 25.11.1935.
- (2) Thereafter, said Bahiru Pandu Lonkar died on 07.01.1943, leaving behind a son Bhagwant Bahiru Lonkar, as a karta and manager of joint hindu family, whose name was entered in the record of rights of the said Survey No.8/3/2, vide Mutation Entry No.1359, dated 28.02.1943.
- (3) Thereafter, the name of Devram Dhondiba Lonkar heirs of late Dhondiba Hanmanta Lonkar, was entered as Tenant of said Bhagwant Bahiru Lonkar, in the other rights column of the said Survey No.8/3/2, vide Mutation Entry No.1638/66, dated 30.04.1949.

- (4) Thereafter, it is seen from the Mutation Entry No.2147, dated 02.04.1960 that pursuant to the partition deed dated 02.05.1959, the partition took place between Bhagwant Bahiru Lonkar and Ramchandra Bahiru Lonkar, thereby the said Survey No.8/3/2 was allotted to the exclusive share of Bhagwant Bahiru Lonkar and accordingly, the mutation was effected in the record of rights of the said Survey No.8/3/2.
- (5) Thereafter, since the said tenant Devram Dhondiba Lonkar was not in possession of the said Survey No.8/3/2, his pokalist name was deleted from the other rights column of the said Survey No.8/3/2, vide Mutation Entry No.2179, dated 02.06.1960.
- (6) Thereafter, said Bhagwant Bahiru Lonkar availed a loan of Rs.14,800/- from Mundhwa Multipurposes Co-operative Society Ltd., against the security of his share out of the said Survey No.8/3/2 and accordingly, the name of the said Society was entered in the other rights column of the record of rights, vide Mutation Entry No.2256, dated 15.09.1960.
- (7) The extract copy of Mutation Entry No.3060 was not available for my perusal, as witnessth by Letter dated 24.03.2015 issued by Senior Clerk, City Survey Office No.(2), Pune.
- (8) Thereafter, application and statement of Bhagwant Bahiru Lonkar that partition took place between Bhagwant Bahiru Lonkar, Jaysingh Bhagwant Lonkar, Babasaheb Bhagwant Lonkar, the said Survey No.8/3/2 was sub-divided into two hissas; (i) Survey No.8, Hissa No.3/2/1, admeasuring "Acre 1.30 Guntha", assessed at "Rs.1.72 Anne" (said "SURVEY NO.8/3/2/1") and shown in the name of Jaysing Bhagwant Lonkar and (ii) Survey No.8, Hissa No.3/2/2, admesuring "Acre 1.30 Guntha", assessed at "Rs.1.72 Anne" (said "SURVEY NO.8/3/2/2") and shown in the name of Babasaheb Bhagwant Lonkar and accordingly the mutation was effected in the record , vide Mutation Entry No.3068, dated 29.10.1970.

- (9) Thereafter, after application of the Indian Coins Act, 1955 read with the Maharashtra Weight and Measurement Act, 1958, the area and assessment of the (i) said Survey No.8/3/2/1 were converted as "Hector 0.7 1 Are", assessed at "Rs.1.72 paise" and (ii) said Survey No.8/3/2/2 were converted as "Hector 0.7 1 Are", assessed at "Rs.1.72 paise" and accordingly, the mutation was effected in the record of rights of the said Survey No.8/3/2/1 and Survey No.8/3/2/2, vide Mutation Entry No.3083, dated 30.01.1971.
- (10) The extract copy of Mutation Entry No.3419 was not available for my perusal, as witnessd by Letter dated 24.03.2015 issued by Senior Clerk, City Survey Office No.(2), Pune.
- (11) Thereafter, pursuant to the application of Jaysingh Bhagwant Lonkar, the names of Jaysingh Bhagwant Lonkar to the extent of 4 Anne, Govind Bhagwant Lonkar to the extent of 4 Anne, Babasaheb Bhagwant Lonkar to the extent of 4 Anne and Balasheb Bhagwant Lonkar to the extent of 4 Anne, were entered in the record of rights of the said Survey No.8/3/2/1 and said Survey No.8/3/2/2, vide Mutation Entry No.3439, dated 10.01.1976.
- (12) After perusing the extract of the Mutation Entry No.3469, it appears that the same is related to the Survey Nos.5/1/3A/1 and 5/1/3A/8 and not related to the said Survey No.8/3/2/1 and said Survey No.8/3/2/2.
- (13) Thereafter, said Babasaheb Bhagwant Lonkar availed a loan of Rs.800/- from Mundhwa Multipurposes Co-operative Society Ltd., against the security of his share out of the said Survey No.8/3/2/2 and accordingly, the name of the said Society was entered in the other rights column of the record of rights of the said Survey No.8/3/2/2, vide Mutation Entry No.3700, dated 01.09.1980.

- (14) Thereafter, said Govind Bhagwant Lonkar availed a loan of Rs.1900/- from Mundhwa Multipurposes Co-operative Society Ltd., against the security of his share out of the said Survey No.8/3/2/2 and accordingly, the name of the said Society was entered in the other rights column of the record of rights of the said Survey No.8/3/2/2, vide Mutation Entry No.3706, dated 01.09.1980.
- (15) Thereafter, pursuant to the order bearing No.RTS/7/12/Sangan/ 1438/ 04 Pune, dated 21.10.2004 of the Tahasildar, Pune City, the sub-hissas of the Survey Numbers of village Mundhawa was allotted new Survey Numbers and Hissas and accordingly, the said Survey No.8/3/2/1 was allotted new Survey No.8/3/2 and the said Survey No.8/3/2/2 was allotted new Survey No.8/3/3 and accordingly, the mutation was effected to the record of rights of the said Survey No.8/3/2 and said Survey No.8/3/3, vide Mutation Entry No.8220, dated 25.10.2004.
- (16) Thereafter, said Jaysingh Bhagwant Lonkar died on 02.03.2010, leaving behind a widow Smt.Chabbutal Jaysingh Lonkar and four sons viz: Mohan Jaysingh Lonkar, Nitin Jaysingh Lonkar, Sandeep Jaysingh Lonkar and Santosh Jaysingh Lonkar, as his heirs, whose names were entered in the record of rights of the said Survey No.8/3/2 and said Survey No.8/3/3, vide Mutation Entry No.11841, dated 23.07.2012.
- (17) Thereafter, said Tarabai Dnyanoba Ingale died on 25.04.2008, leaving behind a husband Dnyanoba, three sons (i) Ramchandra Dnyanoba Ingale, (ii) Dilip Dnyanoba Ingale predeceased on 30.09.2006 through his heirs Smt.Deepali Dilip Ingale, Saurabh Dilip Ingale and Manoj Dilip Ingale, (iii) Ashok Dnyanoba Ingale, and a married daughter Mrs.Sumita Avinash Shitole, as her heirs.

- (18) Thereafter, said Smt.,Hirabai Ramdas Nagwade died on 04.08.2007, leaving behind two sons viz. Prakash Ramdas Nagwade and Dilip Ramdas Nagwade, and three married daughters viz. Shalan Mahadev Shirole, Malini Bhanudas Shelar and Shashikala Ramchandra Pawar, as his heirs.
- (19) Thereafter, pursuant to the Released Deed dated 16.03.2013, registered in the office of the Sub-Registrar, Haveli No.23, at serial No.1971/ 2013 on the same day, said (i) Smt.Asha Ramchandra Ingale, (ii) Master Abhijit Ramchandra Ingale, (iii) Miss Reshma Ramchandra Ingale, heirs of Late Ramchandra Dnyanoba Ingale, who was son of Late Tarabai Dnyanoba Ingale (premarital name Tarabai Bhagwant Lonkar) and (i) Smt.Deepali Dilip Ingale, (ii) Master Saurabh Dilip Ingale, (iii) Master Manoj Dilip Ingale, heirs of Dilip Dnyanoba Ingale, who was son of Late Tarabai Dnyanoba Ingale (premarital name Tarabai Bhagwant Lonkar), released, relinquished and given all their rights, title, interest and claims in respect of the said Property, unto and in favour of (1) (i) Chabutai Jaysingh Lonkar, (ii) Mohan Jaysingh Lonkar, (iii) Nitin Jaysingh Lonkar, (iv) Sandeep Jaysingh Lonkar, (v) Santosh Jaysingh Lonkar, heirs of Late Jaysingh Bhagwant Lonkar, (2) Govind Bhagwant Lonkar, (3) Babasaheb Bhagwant Lonkar and (4) Balasaheb Bhagwant Lonkar.
- (20) Similarly, pursuant to the Released Deed dated 16.03.2013, registered in the office of the Sub-Registrar, Haveli No.23, at serial No.1972/ 2013 on the same day, said Prakash Ramdas Nagwade heir of Late Hirabai Ramdas Nagwade, released, relinquished and given all their rights, title, interest and claims in respect of the said Property, unto and in favour of (1) (i) Chabutai Jaysingh Lonkar, (ii) Mohan Jaysingh Lonkar, (iii) Nitin Jaysingh Lonkar, (iv) Sandeep Jaysingh Lonkar, (v) Santosh Jaysingh Lonkar, heirs of Late Jaysingh Bhagwant Lonkar, (2) Govind Bhagwant Lonkar, (3) Babasaheb Bhagwant Lonkar and (4) Balasaheb Bhagwant Lonkar.

- (21) Similarly, pursuant to the Released Deed dated 16.03.2013, registered in the office of the Sub-Registrar, Haveli No.23, at serial No.1973/ 2013 on the same day, said Dnyanoba Nagoji Ingale, heir of Late Tarabai Dnyanoba Ingale (premarital name Tarabai Bhagwant Lonkar), released, relinquished and given all their rights, title, interest and claims in respect of the said Property, unto and in favour of (1) (i) Chabutai Jaysingh Lonkar, (ii) Mohan Jaysingh Lonkar, (iii) Nitin Jaysingh Lonkar, (iv) Sandeep Jaysingh Lonkar, (v) Santosh Jaysingh Lonkar, heirs of Late Jaysingh Bhagwant Lonkar, (2) Govind Bhagwant Lonkar, (3) Babasaheb Bhagwant Lonkar and (4) Balasaheb Bhagwant Lonkar.
- (22) Similarly, pursuant to the Released Deed dated 16.03.2013, registered in the office of the Sub-Registrar, Haveli No.23, at serial No.1978/ 2013 on the same day, said (i) Smt.Shalan Mahadev Shitole, (ii) Malini Bhanudas Shelar, (iii) Mrs.Shashikala Ramchandra Pawar, heirs of Late Hirabai Ramdas Nagwade, released, relinquished and given all their rights, title, interest and claims in respect of the said Property, unto and in favour of (1) (i) Chabutai Jaysingh Lonkar, (ii) Mohan Jaysingh Lonkar, (iii) Nitin Jaysingh Lonkar, (iv) Sandeep Jaysingh Lonkar, (v) Santosh Jaysingh Lonkar, heirs of Late Jaysingh Bhagwant Lonkar, (2) Govind Bhagwant Lonkar, (3) Babasaheb Bhagwant Lonkar and (4) Balasaheb Bhagwant Lonkar. However, since said Mrs.Shashikala Ramchandra Pawar was not remained present for admission of the said deed, only for her admission the said deed was refused. However, said Mrs.Shashikala Ramchandra Pawar accorded her consent in the subsequent Development Agreement, dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11203/ 2014 on the same day executed by said Dilip Ramdas Nagwade in favour of the said Developer. Similarly, said Mrs.Shashikala

Ramchandra Pawar also appointed the said Developer as her constituted attorney vide Power of Attorney dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11204/2014 on the same day.

(23) Thereafter, pursuant to the Released Deed dated 08.07.2014, registered in the office of the Sub-Registrar, Haveli No.7, at serial No.5192/ 2014 on the same day, said Ashok Dnyanoba Ingale and Mrs.Sunita Avinash Shitole, released, relinquished and given up all their rights, title, interest and claims in respect of the said Property, unto and in favour of (1) (i) Chabutal Jaysingh Lonkar, (ii) Mohan Jaysingh Lonkar, (iii) Nitin Jaysingh Lonkar, (iv) Sandeep Jaysingh Lonkar, (v) Santosh Jaysingh Lonkar, heirs of Late Jaysingh Bhagwant Lonkar, (2) Govind Bhagwant Lonkar, (3) Babasaheb Bhagwant Lonkar and (4) Balasaheb Bhagwant Lonkar.

(24) Thereafter, pursuant to the Development Agreement dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11203/ 2014 on the same day and Power of Attorney dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11204/2014 on the same day, said Dilip Ramdas Nagwade with the consent of Prakash Ramdas Nagwade, Mrs.Shashikala Ramchandra Pawar, Mrs.Shalan Mahadev Shirole and Mrs.Malini Bhanudas Shelar, granted exclusive development rights in respect of his 0.834% share, admeasuring "Hectare 0.00.5921 Are" out of the said Survey No.8/3/2 and 0.834% share, admeasuring "Hectare 0.00.5921 Are" out of the said Survey No.8/3/3, unto and in favour of the said Developer, by retaining FAR/FSI for construction of residential units, having saleable built-up area of 92.90 sq.mt. (1000 sq.ft.) out of the said Property (said "RETAINED UNIT-1") for her use and occupation.

- (25) Similarly, pursuant to the Development Agreement dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11205/ 2014 on the same day and Power of Attorney dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11206/ 2014 on the same day, said Smt.Gulabbai alias Kamal Sampatrao Jadhav, with the consent of Pramod Sampatrao Jadhav and Sachin Sampatrao Jadhav, granted exclusive development rights in respect of her 4.17% share, admeasuring "Hectare 0.02.9607 Are" out of the said Survey No.8/3/2 and 4.17% share, admeasuring "Hectare 0.02.9607 Are" out of the said Survey No.8/3/3, unto and in favour of the said Developer, by retaining FAR/FSI for construction of residential units, having saleable built-up area of 162.57 sq.mt. (1750 sq.ft.) out of the said Property (said "RETAINED UNIT-2") for her use and occupation.
- (26) Similarly, pursuant to the Development Agreement dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11207/ 2014 on the same day and Power of Attorney dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11208/ 2014 on the same day, said Mrs.Padma alias Pramila Ramchandra Ingale, with the consent of Ramchandra Gajanan Ingale, Atul Ramchandra Ingale, Mrs.Vaishali Dinesh Devkar (premarital name Vaishali Ramchandra Ingale), Mrs.Rohini Babasaheb Konde (premarital name Rohini Ramchandra Ingale), Mrs.Asha Ganesh Mohite (premarital name Asha Ramchandra Ingale) and Mrs.Sarika Pramod Kolte (premarital name Sarika Ramchandra Ingale), granted exclusive development rights in respect of her 4.17% share, admeasuring "Hectare 0.02.9607 Are" out of the said Survey No.8/3/2 and her share 4.17%, admeasuring "Hectare 0.02.9607 Are" out of the said Survey No.8/3/3, unto and in favour of the said Developer, by retaining FAR/FSI for construction of residential units,

having saleable built-up area of 162.57 sq.mt. (1750 sq.ft.) out of the said Property (said "RETAINED UNIT-3") for her use and occupation.

- (27) Thereafter, pursuant to the Development Agreement dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11210/ 2014 on the same day and Power of Attorney dated 15.12.2014, registered in the office of the Sub-Registrar, Haveli No.4, at serial No.11211/2014 on the same day, said Govind Bhagwant Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Shakuntala Govind Lonkar, Shrikant Govind Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Swati Shrikant Lonkar, Miss Nikita Shrikant Lonkar, Miss Shruti Shrikant Lonkar through karta and manager Shirkant Govind Lonkar, Master Sarthak Shrikant Lonkar through karta and manager Shirkant Govind Lonkar, Ganesh Govind Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Archana Ganesh Lonkar, Master Abhijeet Ganesh Lonkar through Karta and Manager Ganesh Govind Lonkar, Miss Manshree Ganesh Lonkar through Karta and Manager Ganesh Govind Lonkar, Mrs.Sangita Hemant Gofne, Mrs.Savita Balasaheb Mandale and Mrs.Sadhna Ranjeet Pol, being the Vendor No.1, Babasaheb Bhagwant Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Indumati Babasaheb Lonkar, Vijay Babasaheb Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Rekha Vijay Lonkar, Miss Tanvi Vijay Lonkar through Karta and Manager Vijay Babasaheb Lonkar, Vishal Babasaheb Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Sadhna Vishal Lonkar, Mrs.Surekha Santosh Kashilkar and Mrs.Sarika Hanumant Kad, being the Vendor No.2, Balasaheb Bhagwant Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Kusum Balasaheb Lonkar, Yogesh Balasaheb Lonkar (for self and as a karta and manager of his

coparcenary), Mrs.Swati Yogesh Lonkar, Miss Kavya Yogesh Lonkar through Karta and Manager Yogesh Balasaheb Lonkar and Miss Nivedita Balasaheb Lonkar, being the Vendor No.3 and Mohan Jaisinghrao Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Kalpana Mohan Lonkar, Miss Kalyani Mohan Lonkar, Nitin Jaisinghrao Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Sujata Nitin Lonkar, Master Prathemesh Nitin Lonkar through Karta and Manager Nitin Jaisinghrao Lonkar, Miss Pranit Nitin Lonkar through Karta and Manager Nitin Jaisinghrao Lonkar, Sandeep Jaisinghrao Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Suvarna Sandeep Lonkar, Master Siddesh Sandeep Lonkar through Karta and Manager Sandeep Jaisinghrao Lonkar, Master Soham alias Pushkar Sandeep Lonkar through Karta and Manager Sandeep Jaisinghrao Lonkar, Santosh Jaisinghrao Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Sonali Santosh Lonkar, Master Sanskar Santosh Lonkar through Karta and Manager Santoshi Jaisinghrao Lonkar and Smt. Chabutai Jaisinghrao Lonkar, being the Vendor No.4, granted exclusive development rights in respect of their 90.826% share, admeasuring "Hectare 0.64.4865 Are" out of the said Survey No.8/3/2 and their 90.826% share, admeasuring "Hectare 0.64.4865 Are" out of the said Survey No.8/3/3, unto and in favour of Golen Key Project Keshavnagar LLP i.e. the said Developer, by retaining FAR/FSI for construction of residential and non-residential units, having saleable built-up area of 8,697.97 sq.mt. (93,623 sq.ft.) out of the said Property or 45% saleable built-up area (which is inclusive of 45% area of the non-residential units as per sanctioned building plan) out of the sanctioned building plans assuming 0.9% FAR/ FSI available relating to the said Property as per prevalling statutes, whichever is highest (said "RETAINED UNIT-4").

**6. SANCTIONED REGIONAL PLAN:**

Pursuant to the sanctioned Regional plan of Pune Region, the said Survey No.8 is earmarked in Residential Zone, affected by 24 meter and 18 meter Road, as witnessd by Zone Certificate bearing No.12307, dated 28.11.2014, issued by the Asst. Engineer, Town Planning, Pune Municipal Corporation, Pune.

**7. EFFECT OF THE URBAN LAND (CEILING & REGULATION) ACT, 1976 (FOR SHORT ULCRA) AND ITS REPEAL:**

The Urban Land (Ceiling & Regulation) Act, 1976 was repealed in the State of Maharashtra with effect from 29.11.2007.

In view of the above, there is no impediment under the provision of ULCRA for the said Owner to hold the said Property.

**8. AFFIDAVIT:**

The affidavit of the said Developer dated 01.07.2015 discloses that the said Developer has not entered into any transaction in respect of the said Property or portion thereof with any person/s nor it has created any encumbrances against the same nor the same is subject matter of any court proceeding, suit, prohibitory order of injunction or attachment, nor the same is subject matter of any litigation and the said Development Agreements and the said Power of Attorneys are valid and subsisting and in force for all purposes and that the said Developer is in possession of the said Property and the same is free from encumbrances and doubts.

9. **OPINION:**

Therefore, on the basis of the relevant documents and revenue record made available and information given to me and subject to whatever stated hereinabove, I am of the opinion that:

- (a) The said Property are vested in the ownership of said (i) Govind Bhagwant Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Shakuntala Govind Lonkar, Shrikant Govind Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Swati Shrikant Lonkar, Miss Nikita Shrikant Lonkar, Miss Shruti Shrikant Lonkar through karta and manager Shirkant Govind Lonkar, Master Sarthak Shrikant Lonkar through karta and manager Shirkant Govind Lonkar, Ganesh Govind Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Archana Ganesh Lonkar, Master Abhijeet Ganesh Lonkar through Karta and Manager Ganesh Govind Lonkar, Miss Manshree Ganesh Lonkar through Karta and Manager Ganesh Govind Lonkar, Mrs.Sangita Hemant Gofne, Mrs.Savita Balasaheb Mandale and Mrs.Sadhna Ranjeet Pol, (ii) Babasaheb Bhagwant Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Indumati Babasaheb Lonkar, Vijay Babasaheb Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Rekha Vijay Lonkar, Miss Tanvi Vijay Lonkar through Karta and Manager Vijay Babasaheb Lonkar, Vishal Babasaheb Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Sadhna Vishal Lonkar, Mrs.Surekha Santosh Kashilkar and Mrs.Sarika Hanumant Kad, (iii) Balasaheb Bhagwant Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Kusum Balasaheb Lonkar, Yogesh Balasaheb Lonkar (for self and as a karta and manager of his coparcenary), Mrs.Swati Yogesh Lonkar, Miss Kavya Yogesh Lonkar through Karta and Manager Yogesh

Balasaheb Lonkar and Miss Nivedita Balasaheb Lonkar, (iv) and Mohan Jaisingh Rao Lonkar (for self and as a karta and manager of his coparcenary), Mrs. Kalpana Mohan Lonkar, Miss Kalyani Mohan Lonkar, Nitin Jaisingh Rao Lonkar (for self and as a karta and manager of his coparcenary), Mrs. Sujata Nitin Lonkar, Master Prathemesh Nitin Lonkar through Karta and Manager Nitin Jaisingh Rao Lonkar, Miss Pranit Nitin Lonkar through Karta and Manager Nitin Jaisingh Rao Lonkar, Sandeep Jaisingh Rao Lonkar (for self and as a karta and manager of his coparcenary), Mrs. Suvarna Sandeep Lonkar, Master Siddesh Sandeep Lonkar through Karta and Manager Sandeep Jaisingh Rao Lonkar, Master Soham alias Pushkar Sandeep Lonkar through Karta and Manager Sandeep Jaisingh Rao Lonkar, Santosh Jaisingh Rao Lonkar (for self and as a karta and manager of his coparcenary), Mrs. Sonali Santosh Lonkar, Master Sanskar Santosh Lonkar through Karta and Manager Santosh Jaisingh Rao Lonkar and Smt. Chabutai Jaisingh Rao Lonkar, (v) Dilip Ramdas Nagwade, (vi) Smt. Gulabai alias Kamal Sampatrao Jadhav and (vii) Mrs. Padma alias Pramila Ramchandra Ingale,

- (b) the said Property is free from encumbrances and doubts, and,
- (c) the said Developer, Golden Key Project Keshavnagar LLP, is absolutely entitled to implement ownership scheme therein and dispose it off to the intending buyers, save and except the said Retained Unit No.1, said Retained Unit No.2, said Retained Unit No.3 and said Retained Unit No.4.

All the documents are returned to the said Developer and file is closed.

  
Sunil V. Zunjarrao  
Advocate