

Memo

To Joyville Shapoorji Housing Private Limited
From DSK Legal
Date January 15, 2020
Subject Memo on title in respect of the properties situate at Village Maan, Taluka Mulshi, District Pune.

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Upon your instructions we have investigated your rights, in respect of the portions of the properties bearing (i) Survey No. 98, Hissa No. 1 (part), (ii) Survey No. 98, Hissa No. 2, (iii) Survey No. 99, Hissa No. 1, (iv) Survey No. 101 Hissa No. 3, (v) Survey No. 99, Hissa No. 2, (vi) Survey No. 99, Hissa No. 3, (vii) Survey No. 99, Hissa No. 4, (viii) Survey No. 101, Hissa No. 2 (part), all situate at Village Maan, Taluka Mulshi, District Pune, more particularly described in this Memo based on the documents provided by the representatives of Joyville Shapoorji Housing Private Limited and have to state as follows:

For the purposes of this Memo:

- A. We have perused the copies of the title documents and have relied upon the mutation entries and the 7/12 extracts of the captioned properties.
- B. We have conducted searches in respect of the captioned properties mentioned hereinabove and have relied upon the Search and Title Investigation Report dated July 23, 2016 issued by Vikram Vaidya, Advocate, who has certified that there are no adverse entries found in the searches.
- C. Since our scope of work does not include considering aspects within the domain of an architect and surveyor, we have not carried out any physical inspection of the captioned properties nor have commented on the development aspects of the captioned properties.
- D. We have issued Public Notices for inviting any objections / claims in respect of the captioned properties in (i) in Economic Times (English daily) and Loksatta (Marathi daily newspaper) on 18 November, 2016 and we have received no objection; and (ii) in Economic Times (English daily) and Loksatta (Marathi daily newspaper) on June 5, 2017.
- E. Since verifying pending litigations in respect of properties becomes difficult due to various reasons including (i) litigations can be filed/instituted in various fora depending upon the relief

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claimed; and/or (ii) records of litigations maintained by courts and other authorities (judicial or otherwise) are not updated nor maintained descriptively and not easily available/accessible; and/or (iii) there are no registers maintained in respect of matters referred to arbitration, we have not conducted any searches before any court of law or before any other authority (judicial or otherwise) to verify whether the properties are subject matter of any litigation.

- F.** We have not conducted any investigation / enquired into the total holdings of the respective owners of the properties to ascertain whether they exceed the holding limit specified under The Maharashtra Agricultural Lands (Ceiling on Holdings) Act, 1961, since there is no document that indicates the total holding of an individual in the State of Maharashtra.
- G.** The tenure of the captioned properties is "Non - Agricultural". We have been provided with a copy of the Non-Agricultural User Order.
- H.** The Pune Metropolitan Regional Development Authority has issued Commencement Certificate dated February 16, 2017, in respect of the captioned properties.
- I.** We have assumed that:
- the mutation entries provided to us accurately reflect the transactions contained therein and have presumed the correctness of the contents thereof in accordance with Section 157 of the Maharashtra Land Revenue Code, 1966;
 - the mutation entries and other revenue records, which are not available do not have any adverse effect on the title of the captioned properties;
 - the revenue records provided for our perusal are updated and have not been modified/revised;
 - the persons executing the documents have the necessary authority to execute the same;
 - all documents/records submitted to us as photocopies conform to the originals and all such originals are authentic and complete;
 - all signatures and seals on any documents/records submitted to us are genuine; and
 - the legal capacity of all natural persons are as they purport it to be.

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Based on the aforesaid, we have to report as under:

First and Second Property:

Background

In the year 2011, property bearing Survey No. 98 admeasuring 5 Hectares 61 Arcs came to be sub-divided in Survey No. 98 Hissa No. 1 admeasuring 3 Hectares 21 Ares and Survey No. 98 Hissa No. 2 admeasuring 2 Hectares 40 Arcs, being the First and Second Property, respectively.

The devolution of title till the sub-division in 2011 for both the First Property and the Second Property is common, for the sake of convenience, we have dealt with the common devolution as under and have bifurcated the devolution post the sub-division later.

1. Mutation Entry No. 1129 dated February 24, 1948, records that Dagdu Laxman Mahar (Bhosale) died on October 12, 1946, leaving behind his legal heirs and representatives as follows:

Sons: Shankar Dagdu Mahar;
Vinayak Dagdu Mahar; and
Ganpat Dagdu Mahar.

It further records the name of Shankar Dagdu Mahar, Karta of HUF.

2. Mutation Entry No. 1312 does not pertain to the captioned property.
3. Mutation Entry No. 2421 dated August 24, 1966, records that pursuant to the order of Agricultural Land Authority (*Shetjamin Nyayadhikaran*) and Additional Mamledar, Mulshi, under the provisions of Section 32G of the Tenancy Laws, the names of Nanhu Bhika Bhosale and Babu Sakharam Bhosale came to be recorded as Tenants in the other rights column.
4. Mutation Entry No. 2696 dated December 2, 1970, records the effect of decimal system in the revenue records under the provisions of the Weights and Measurement Act 1958 and Indian Coinage Act 1955.
5. Mutation Entry No. 3013 dated September 9, 1977, records that Babu Sakharam Bhosale died on April 24, 1974, leaving behind his legal heirs and representatives as follows:

Son: Pralhad Baburao Bhosale



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Daughter: Subhadra Mahadeo Kamble; and
 Brother: Chintaman Sakharan Bhosale.

It further records that the name of Subhadra Mahadeo Kamble came to be recorded in other rights column.

Observation:

The names of Pralhad Baburao Bhosale (8 Aana i.e. 1/2 share) and Chintaman Sakharan Bhosale (8 Aana i.e. 1/2 share) came to be recorded in other rights column as Tenants.

6. Mutation Entry No. 3765 dated March 6, 1991, records that the tenant, Nanhu Bhika Bhosale died on March 31, 1986, leaving behind his widow Muktabai Nanhu Bhosale as his only legal heir and representative.
7. Mutation Entry No. 4722 dated November 15, 2000, records that, pursuant to the application of Ganpat Dagdu Bhosale, the names of Shankar Dagdu Bhosale (Mahar), as a Karta of HUF came to be deleted and the names of Shankar Dagdu Bhosale (Mahar); Vinayak Dagdu Bhosale (Mahar) and Ganpat Dagdu Bhosale (Mahar) came to be recorded in respect of the captioned property.
8. Mutation Entry No. 5750 dated April 10, 2006, records that pursuant to the order of Special Acquisition Officer, Pune, dated April 10, 2006, and Notification of the Maharashtra Government dated March 31, 2005, the remark in respect of 'Kasarasai Canal' for an area admeasuring 10 Ares in respect of the captioned property came to be recorded in other rights.

Observation:

Based on the TILR survey plan provided to us by the representatives of S.D. Suburban, we note that the same does not indicate any canal passing through the same.

9. Mutation Entry No. 6271 dated May 28, 2010, records that Muktabai Nanhu Bhosale died on January 22, 2001 and in accordance with the order of the Civil Judge, Senior Division, Pune dated April 23, 2010, the name of Balasaheb Namdeo Bhosale, came to be recorded in respect of the property bearing Survey No. 98.
10. Mutation Entry No. 6304 dated October 21, 2010, records that in accordance with the certificate under section 32 M of the Tenancy Laws, dated April 19, 2010, registered at Serial No. 5658 of 2010, the name of Pralhad Baburao Bhosale came to be recorded in respect of the portion of the

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captioned property admeasuring 2 Hectares 40 Ares. It further records that the aforesaid portion of the property shall not be sold, mortgaged, leased, sub-divide or transferred without obtaining prior permission of the Collector. The remark in respect of section 43 of Tenancy Law came to be recorded in other rights column.

Observation:

It appears that, the legal heirs of Shankar Dagdu Bhosale and others had challenged the tenancy proceedings, which was proceeded upto the Hon'ble Supreme Court of India by way of Civil Appeal No. 2882 of 2001.

11. Mutation Entry No. 6370 dated April 11, 2011, records that in accordance with letter of Tahsildar, Mulshi dated March 30, 2010/11, and pursuant to the *Falnilara*, made in accordance with the order of the Hon'ble Supreme Court of India, the property bearing Survey No. 98 totally admeasuring 5 Hectares 61 Ares came to be sub-divided as (i) Survey No. 98 Hissa No. 1, admeasuring 3 Hectares 21 Ares and (ii) Survey No. 98 Hissa No. 2, admeasuring 2 Hectares 40 Ares. Accordingly, the property bearing Survey No. 98, Hissa No. 1, admeasuring 3 Hectares 21 Ares came to be recorded in the name of Sudhakar Shankar Bhosale and 13 others and the property bearing Survey No. 98, Hissa No. 2 admeasuring 2 Hectares 40 Ares came to be recorded in the name of Pralhad Baburao Bhosale.

First Property:

Re: All that piece and parcel of land bearing Survey No. 98, Hissa No. 1, admeasuring 2 Hectares 12 Ares, out of total property admeasuring 3 Hectares 21 Ares, situate at Village Maan, Taluka Mulshi, District Pune.

Pursuant to the sub-division, the property bearing Survey No. 98 Hissa No. 1 came to be held by the legal heirs of Dagdu Laxman Mahar (Bhosale), i.e. (i) Shankar Dagdu Mahar (Bhosale); (ii) Vinayak Dagdu Mahar (Bhosale); and (iii) Ganpat Dagdu Mahar (Bhosale), equally i.e. 1 Hectare 7 Ares each.

Since S.D. Suburban and/or its nominee has acquired rights only from two legal heirs out of the three, we have dealt with the devolution of each legal heir separately as under:

Shankar Dagdu Mahar's (Bhosale) share (1 Hectare 7 Ares)

1. Mutation Entry No. 6044 dated May 17, 2008, records that Shankar Dagdu Bhosale died on October 13, 1986, leaving behind his legal heirs and representatives as follows



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Son: Sudhakar Shankar Bhosale;
 Daughters: Suman Shamrao Choure;
 Vijaya Gorakshanath Ghodake;
 Asha Rajaram Sonavane;
 Grand Son: Nitin Madhukar Bhosale;
 Grand daughter-in laws: Nandini Sachin Bhosale;
 Harshada Manish Bhosale;
 Great Grand Son: Shashank Sachin Bhosale;
 Great Grand Daughters: Shrutika Manish Bhosale;
 Smruti Manish Bhosale (minor, represented through her mother and legal guardian Harshada Manish Bhosale).

Observation:

It further appears, one of the son, of Shankar Dagdu Bhosale i.e. Madhukar Shankar Bhosale died on September 23, 2003 and his sons, Sachin Madhukar Bhosale and Manish Madhukar Bhosale died on December 5, 1998 and December 28, 2001, respectively, and therefore the names of their respective legal heirs came to be recorded in respect of the captioned property.

Accordingly, the total extent of Shankar Dagdu Bhosale's share of 1 Hectare and 7 Ares was divided equally amongst his sons and daughters, at 21.4 Ares each.

2. Mutation Entry No. 6499 dated May 2, 2012, records that Sudhakar Shankar Bhosale died on June 16, 2011, leaving behind his legal heirs and representatives as follows:

Sons: Amit Sudhakar Bhosale;
 Daughter: Archana Pradip Phulkar; and
 Widow: Vaishali Sudhakar Bhosale.

3. By and under an Sale Deed dated January 21, 2015, registered at Serial No. 274 of 2015, (i) Suman Shamrao Choure (21.4 Ares); (ii) Vijaya Gorekhanath Ghodke (21.4 Ares); and (iii) Vijay Rajaram Sonavane; Sanjay Rajaram Sonavane; Ajay Rajaram Sonavane; and Sujata alias Sujaya Rajaram Sonavane (collectively admeasuring 21.4 Ares) sold, transferred, conveyed and assigned all their rights, title and interest in respect of the property bearing Survey No. 98, Hissa No. 1 (part), admeasuring 64.2 Ares, in favour of Parag Shripatrao Mate, represented through his constituted attorney Anay Bhaskar Shirgaonkar, for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6987 dated January 28, 2015, confirms the same.

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Observation:

It appears that, (i) Vijay Rajaram Sonavane; (ii) Sanjay Rajaram Sonavane; (iii) Ajay Rajaram Sonavane; and (iv) Sujata alias Sujaya Rajaram Sonavane are the legal heirs of Asha Rajaram Sonavane. We have not perused any mutation entry recording the same.

It appears that, the aforesaid Mutation Entry came to be cancelled. However, by and under order of Sub-Divisional officer, the aforesaid Mutation Entry came to be certified vide Mutation Entry No. 7489, recorded herein below.

4. By and under a Sale Deed, dated January 21, 2015, registered at Serial No. 281 of 2015, (i) Vaishali Sudhakar Bhosale; Amit Sudhakar Bhosale; Anushka Amit Bhosale; Kabir Amit Bhosale (minor, represented through her mother and legal representative Anuradha Amit Bhosale); Sanjali Amit Bhosale (minor, represented through her mother and legal representative Anuradha Amit Bhosale); and Archana Pradheep Phulkar (collectively admeasuring 21.4 Ares); and (ii) Nitin alias Mayur Madhukar Bhosale; Suvama Nitin Bhosale; Shalaka Nitin Bhosale; Shivani Nitin Bhosale; Riddhi Nitin Bhosale; Prarabdha Nitin Bhosale; Harshada Manish Bhosale; Shrutika Manish Bhosale; Smruti alias Janavi Manish Bhosale; Nandini Sachin Bhosale; Shashank Sachin Bhosale; and Mangala Ashok Denane (collectively admeasuring 21.4 Ares) sold, transferred, conveyed and assigned all their right, title and interest in respect of the property bearing Survey No. 98, Hissa No. 1, admeasuring 42.8 Ares, in favour of Parag Shripatrao Mate represented through his constituted attorney Anay Bhaskar Shirgaonkar, for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6989 dated January 28, 2015 confirms the same.

Observation:

It appears that, the aforesaid Mutation Entry came to be cancelled. However, by and under order of Sub-Divisional officer, the aforesaid Mutation Entry came to be certified vide Mutation Entry No. 7489, recorded herein below.

5. By and under a Gift Deed dated October 17, 2015, registered at Serial No. 4034 of 2015, Suman Shamrao Chaurc gifted her respective share in the captioned property admeasuring 21.4 Ares alongwith the confirmation of Bharti Shamrao Chaurc in favour of Lalita Rajendra Chaurc.

Observation



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It appears, Suman Shamrao Chauri had already sold her entire entitlement of 21.4 Ares by and under a Sale Deed dated January 21, 2015, in favour of Parag Mate. Therefore, she could not have executed the aforesaid Gift Deed in favour of Lalita Chauri. In any event, this does not affect the title acquired by Parag Mate.

6. By and under an Agreement for Sale Dated November 17, 2016, registered at Serial No. 10632 of 2016, Parag Shripatrao Mate agreed to sell, transfer, convey and assign all his right, title and title in respect of the property bearing Survey No. 98 Hissa No. 1 (part) admeasuring 107 Ares, in favour of S.D. Suburban, represented through its authorized representative Aditya Ashok Rao for the consideration and on the terms and conditions contained therein.
7. By and under a Power of Attorney Dated November 17, 2016, registered at Serial No. 10633 of 2016, Parag Shripatrao Mate appointed S.D. Suburban, represented through its authorized representative Aditya Ashok Rao as his constituted attorney in respect of the property bearing Survey No. 98 Hissa No. 1 (part) admeasuring 107 Ares.
8. Mutation Entry No. 7489 dated March 19, 2017, records that, in accordance with the order of Sub-Divisional Officer dated December 12, 2016, the Mutation Entry Nos. 6987 and 6989 came to be certified.
9. By and under a Sale Deed dated September 26, 2017 registered at Serial No. 12791 of 2017, Parag Shripatrao Mate represented through his constituted attorney S.D. Suburban through his authorized representative Aditya Rao sold, transferred, conveyed and assigned all his right, title and title in respect of the property bearing Survey No. 98 Hissa No. 1 (part) admeasuring 107 Ares, in favour of S.D. Suburban, represented through its authorized representative Sudhir Wakure for the consideration and on the terms and conditions contained therein.

Ganpat Dagdu Mahar's (Bhosale) share (1 Hectare 7 Ares)

1. Mutation Entry No. 6030 dated March 4, 2008, records that Ganpat Dagdu Bhosale died on December 13, 2007, leaving behind his legal heirs and representatives as follows:

Sons: Sanjay Ganpat Bhosale;
Pradeep Ganpat Bhosale;
Prashant Ganpat Bhosale;

Daughter: Praubha Ashok Gaikwad; and

Widow: Satyabhama Ganpat Bhosale



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2. By and under an Agreement for Sale, dated November 29, 2012, registered at Serial No. 6814 of 2012, (i) Satyabhama Ganpat Bhosale; (ii) Sanjay Ganpat Bhosale; (iii) Karuna Sanjay Bhosale (iv) Takshasheela Sanjay Bhosale; (v) Swateja Sanjay Bhosale (minor, represented through her father and legal representative Sanjay Ganpat Bhosale); (vi) Pradeep Ganpat Bhosale; (vii) Anita *alias* Pradnaya Pradeep Bhosale; (viii) Panchsheela Pradeep Bhosale; (ix) Prabuddha Pradeep Bhosale; (x) Prashant Ganpat Bhosale; (xi) Vandana Prashant Bhosale; (xii) Jeevika Prashant Bhosale (minor, represented through her father and legal representative Prashant Ganpat Bhosale); (xiii) Viyan Prashant Bhosale (minor, represented through her father and legal representative Prashant Ganpat Bhosale); (xiv) Pratibha Ashok Gaikwad (xv) Ashok Maruti Gaikwad; (xvi) Nayan Ashok Gaikwad; (xvii) Yogesh Ashok Gaikwad, along with the confirmation of (i) Yuvraj Ganpat Bhosale *alias* Yuvraj Vinayak Bhosale, (ii) Sarika Yuvraj Bhosale, and (iii) Maitrey Yuvraj Bhosale (minor, represented through his mother and legal representative Sarika Yuvraj Bhosale) agreed to sell, transfer, convey and assign all their rights, title and interest in respect of the properties bearing Survey No. 98, Hissa No. 1 (part), admeasuring 1 Hectare 5 Ares out of their entitlement in the total property admeasuring 3 Hectare 21 Ares, in favour of S.D. Suburban represented through its authorized signatory Aditya A. Rao for the consideration and on the terms and conditions contained therein.

Observation:

It records, Yuvraj Ganpat Bhosale alias Yuvraj Vinayak Bhosale, son of Ganpat Dagdu Bhosale was adopted by Vinayak Dagdu Bhosale (brother of Ganpat Dagdu Bhosale), by and under a Deed of Adoption dated January 5, 1987, registered at Serial No. 105 of 1987. Therefore, Yuvraj Ganpat Bhosale alias Yuvraj Vinayak Bhosale released his rights in the share of Ganpat Dagdu Bhosale and gave his confirmation to the aforesaid Agreement.

3. By and under a Power of Attorney, dated November 29, 2012, registered at Serial No. 6815 of 2012, (i) Satyabhama Ganpat Bhosale; (ii) Sanjay Ganpat Bhosale; (iii) Karuna Sanjay Bhosale (iv) Takshasheela Sanjay Bhosale; (v) Swateja Sanjay Bhosale (minor, represented through her father and legal representative Sanjay Ganpat Bhosale); (vi) Pradeep Ganpat Bhosale; (vii) Anita *alias* Pradnaya Pradeep Bhosale; (viii) Panchsheela Pradeep Bhosale; (ix) Prabuddha Pradeep Bhosale; (x) Prashant Ganpat Bhosale; (xi) Vandana Prashant Bhosale; (xii) Jeevika Prashant Bhosale (minor, represented through her father and legal representative Prashant Ganpat Bhosale); (xiii) Viyan Prashant Bhosale (minor, represented through her father and legal representative Prashant Ganpat Bhosale); (xiv) Pratibha Ashok Gaikwad (xv) Ashok Maruti Gaikwad; (xvi) Nayan Ashok Gaikwad; (xvii) Yogesh Ashok Gaikwad, appointed S. D. Suburban represented through its authorized signatory Aditya A. Rao as their constituted attorney in respect of the property bearing Survey No. 98, Hissa No. 1 (part), admeasuring 1 Hectare 5 Ares out of their entitlement in the total property admeasuring 3 Hectare 21 Ares.



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4. By and under a Sale Deed dated August 5, 2017, registered at Serial No. 12474 of 2017, (i) Satyabhama Ganpat Bhosale; (ii) Sanjay Ganpat Bhosale; (iii) Karuna Sanjay Bhosale (iv) Takshasheela Sanjay Bhosale; (v) Swateja Sanjay Bhosale (minor, represented through her father and legal representative Sanjay Ganpat Bhosale); (vi) Pradeep Ganpat Bhosale; (vii) Anika alias Pradnaya Pradeep Bhosale; (viii) Panchsheela Pradeep Bhosale; (ix) Prabuddha Pradeep Bhosale; (x) Prashant Ganpat Bhosale; (xi) Vandana Prashant Bhosale; (xii) Jeevika Prashant Bhosale (minor, represented through her father and legal representative Prashant Ganpat Bhosale); (xiii) Viyan Prashant Bhosale (minor, represented through her father and legal representative Prashant Ganpat Bhosale); (xiv) Pratibha Ashok Gaikwad (xv) Ashok Maruti Gaikwad; (xvi) Nayan Ashok Gaikwad; and (xvii) Yogesh Ashok Gaikwad represented through their constituted attorney S. D. Suburban represented through its authorized signatory Aditya A. Rao sold, transferred, conveyed and assigned all their rights, title and interest in respect of the property bearing Survey No. 98, Hissa No. 1 (part), admeasuring 1 Hectare 5 Ares out of their entitlement in the total property admeasuring 3 Hectare 21 Ares, in favour of S.D. Suburban represented through its authorized signatory Sudhir Wakure for the consideration and on the terms and conditions contained therein.

View:

Subject to the aforesaid, S.D. Suburban has a clear and marketable title in respect of the First Property admeasuring 2 Hectare 12 Ares.

Second Property:

Re: All that piece and parcel of land bearing Survey No. 98 Hissa No. 2, admeasuring 2 Hectares 40 Ares, situate at Village Maan, Taluka Mulshi, District Pune.

1. By and under an Agreement for Sale, dated July 12, 2012, registered at Serial No. 3470 of 2012, (i) Pralhad Baburao Bhosale; (ii) Pushpa Pralhad Bhosale; (iii) Jitendra Pralhad Bhosale; (iv) Sandhya Jitendra Bhosale; (v) Rajendra Pralhad Bhosale; (vi) Shubhangi Rajendra Bhosale; (vii) Jayashree Devichand Sadavarte; (viii) Sujata Anil Gaikwad ; (ix) Surekha Sunil Shinde; (x) Rekha Deepak Kamble; (xi) Ashok Chintamani Bhosale; (xii) Prashant Ashok Bhosale; (xiii) Pramod Ashok Bhosale; (xiv) Pramila Santosh Dolas alias Arati Santosh Dolas; (xv) Suman Kailash Bhosale; (xvi) Vishal Kailash Bhosale; (xvii) Vijay Kailash Bhosale; (xviii) Vikas Kailash Bhosale; (xix) Vaishali Subhas Nikalaje; (xx) Siddharth Chintamani Bhosale; (xxi) Shobha Siddharth Bhosale; (xxii) Shantabai Chintaman Bhosale; (xxiii) Shaan Ashok Bhosale; (xxiv) Supriya Prashant Bhosale; (xxv) Swati Pramod Bhosale; (xxvi) Maya Vishal Bhosale; (xxvii) Madhuri Vijay

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Bhosale; and (xxxviii) Subhadra Mahadev Kamble along with the confirmation of S.D. Corporation Private Limited represented through its director, Raymond Dastur through his constituted attorney Sayaji Gunvantrao Shingare and Parag Shripatrao Mate agreed to sell, transfer, convey and assign all their rights, title and interest in respect of the property bearing Survey No. 98, Hissa No. 2 admeasuring 2 Hectares 40 Ares, in favour of S.D. Suburban, through its director Amit D. Thakkar, represented through his constituted attorney Aditya A. Rao, for the consideration and on the terms and conditions contained therein.

2. By and under a Power of Attorney dated July 12, 2012, registered at Serial No. 3471 of 2012, (i) Pralhad Baburao Bhosale; (ii) Pushpa Pralhad Bhosale; (iii) Jitendra Pralhad Bhosale; (iv) Sandhya Jitendra Bhosale; (v) Rajendra Pralhad Bhosale; (vi) Shubhangi Rajendra Bhosale; (vii) Jayashree Devichand Sadavarte; (viii) Sujata Anil Gaikwad ; (ix) Surekha Sunil Shinde; (x) Rekha Deepak Kamble; (xi) Ashok Chintamani Bhosale; (xii) Prashant Ashok Bhosale; (xiii) Pramod Ashok Bhosale; (xiv) Pramila Santosh Dolas alias Arati Santosh Dolas; (xv) Suman Kailash Bhosale; (xvi) Vishal Kailash Bhosale; (xvii) Vijay Kailash Bhosale; (xviii) Vikas Kailash Bhosale; (xix) Vaishali Subhas Nikalaje; (xx) Siddharth Chintamani Bhosale; (xxi) Shobha Siddharth Bhosale; (xxii) Shantabai Chintaman Bhosale; (xxiii) Shalan Ashok Bhosale; (xxiv) Supriya Prashant Bhosale; (xxv) Swati Pramod Bhosale; (xxvi) Maya Vishal Bhosale; (xxvii) Madhuri Vijay Bhosale; and (xxxviii) Subhadra Mahadev Kamble appointed S.D. Suburban, through its director Amit D. Thakkar, represented through his constituted attorney Aditya A. Rao, as their constituted attorney in respect of the property bearing Survey No. 98, Hissa No. 2 admeasuring 2 Hectares 40 Ares.
3. By and under a Sale Deed dated August 5, 2017, registered at Serial No. 12475 of 2017, (i) Pralhad Baburao Bhosale; (ii) Pushpa Pralhad Bhosale; (iii) Jitendra Pralhad Bhosale; (iv) Sandhya Jitendra Bhosale; (v) Rajendra Pralhad Bhosale; (vi) Shubhangi Rajendra Bhosale; (vii) Jayashree Devichand Sadavarte; (viii) Sujata Anil Gaikwad ; (ix) Surekha Sunil Shinde; (x) Rekha Deepak Kamble; (xi) Ashok Chintamani Bhosale; (xii) Prashant Ashok Bhosale; (xiii) Pramod Ashok Bhosale; (xiv) Pramila Santosh Dolas alias Arati Santosh Dolas; (xv) Suman Kailash Bhosale; (xvi) Vishal Kailash Bhosale; (xvii) Vijay Kailash Bhosale; (xviii) Vikas Kailash Bhosale; (xix) Vaishali Subhas Nikalaje; (xx) Siddharth Chintamani Bhosale; (xxi) Shobha Siddharth Bhosale; (xxii) Shantabai Chintaman Bhosale; (xxiii) Shalan Ashok Bhosale; (xxiv) Supriya Prashant Bhosale; (xxv) Swati Pramod Bhosale; (xxvi) Maya Vishal Bhosale; (xxvii) Madhuri Vijay Bhosale; and (xxxviii) Subhadra Mahadev Kamble represented through its constituted attorney S.D. Suburban, through its authorized representative Aditya Rao sold, transferred, conveyed and assigned all their rights, title and interest in respect of the property bearing Survey No. 98, Hissa No. 2 admeasuring 2 Hectares 40 Ares, in favour of S.D. Suburban, through its authorized representative Sudhir Wakure for the consideration and on the terms and conditions contained there



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View:

Subject to the aforesaid, S.D. Suburban has a clear and marketable title in respect of the Second Property.

Third Property:

Re: All that piece and parcel of land bearing Survey No. 99, Hissa No. 1, admeasuring 2 Hectares 58 Ares (including 12 Ares *pot kharab*), situate at Village Maan, Taluka Mulshi, District Pune.

1. Mutation Entry No. 1844 does not pertain to the captioned property.
2. Mutation Entry No. 1879 dated March 20, 1957, records that the name of Shivram Vithu Parkhi came to be recorded as the Tenant in respect of the captioned property.
3. Mutation Entry No. 2402 August 24, 1966, records that since the owner of the property died and hence the Tiller's Day for the purposes of proceedings under Section 32G of the Tenancy Law came to be postponed. The remark in respect of the same came to be recorded in other rights column.
4. Mutation Entry No. 2668 dated April 14, 1970, records that, pursuant to the application of Baban Damu Parkhi and in accordance with the partition of the properties, the captioned property came to be recorded in the name of (i) Gangubai Kashinath Khadtarkar (8 Aana i.e. $\frac{1}{2}$ share); (ii) Tukaram Tatyaba Parkhi (1 Aana 8 Pai i.e. $\frac{1}{10}$ share); (iii) Laxman Tatyaba Parkhi (1 Aana 7 Pai i.e. $\frac{1}{10}$ share); (iv) Eknath Maruti Parkhi (1 Aana 7 Pai i.e. $\frac{1}{10}$ share); (v) Baban Damu Parkhi (1 Aana 7 Pai i.e. $\frac{1}{10}$ share) and (vi) Shivram Vithoba Parkhi (1 Aana 7 Pai i.e. $\frac{1}{10}$ share).
5. Mutation Entry No. 2696 dated December 2, 1970, records the effect of decimal system in the revenue records under the provisions of the Weights and Measurement Act 1958 and Indian Coinage Act 1955.
6. Mutation Entry No. 2756 does not pertain to the captioned property.
7. Mutation Entry No. 2776 dated January 12, 1973, records that pursuant to the order of Agricultural Land Authority (*Shetjain Nyayadhikaran*) and Additional Mamledar, Mulshi, under the provisions of Section 32G of the Tenancy Laws, the names of Shivram Vithoba Parkhi and 5 others came to be recorded as occupants/holders in respect of the share of Gangubai Kashinath

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Khadtarkar (i.e. 8 Aana share) and encumbrance in respect of purchase price came to be recorded in other rights column.

8. Mutation Entry No. 3357 dated May 15, 1983, records that pursuant to the payment of the agreed purchase price, by the tenants (i) Shivram Vithoba Parkhi; (ii) Baban Damu Parkhi; (iii) Eknath Maruti Parkhi; (iv) Laxman Tatyaba Parkhi; (v) Tukaram Tatyaba Parkhi, and in accordance with certificate under section 32M of Tenancy Law, the name of the Owner in respect of the captioned property came to be deleted.

Observation:

In view of the aforesaid, (i) Shivram Vithoba Parkhi; (ii) Baban Damu Parkhi; (iii) Eknath Maruti Parkhi; (iv) Laxman Tatyaba Parkhi; (v) Tukaram Tatyaba Parkhi became entitled, in respect of the subject property equally i.e. 51.6 Ares, each.

For the sake of convenience, we have set out the title of their respective portions of the property, separately, herein below:

Shivram Vithoba Parkhi's share (51.6 Ares)

1. Mutation Entry No. 3485 dated September 27, 1985, records that Shivram Vithoba Parkhi died on December 7, 1984, leaving behind his legal heirs and representatives as follows:

Sons: Sitaram Shivram Parkhi;
Gulab Shivram Parkhi;
Shantaram Shivram Parkhi;
Prabhakar Shivram Parkhi;

Daughters: Gangubai Sadashiv More;
Janabai Nathuram Shinde;
Changubai Maruti Shitole;
Bebi Atmaram Ghate;
Padminibai Pandharinath Ghate,
Laxmibai Ankush Shinde;

Brother: Rajaram Vithoba Parkhi; and

Widow: Shalubai Shivram Parkhi.

It further records that pursuant to the application, the names of daughters was not recorded on 7/12 extra

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2. Mutation Entry No. 3555 dated May 12, 1987, records that Shalubal Shivram Parkhi; Sitaram Shivram Parkhi; Gulab Shivram Parkhi; Prabhakar Shivram Parkhi and Rajaram Vithoba Parkhi obtained a loan from the Maharashtra State Land Development Bank Limited for an amount of Rs.8,000/- (Rupees Eight Thousand only) and hence an encumbrance of the Bank came to be recorded in respect of the captioned property. It further records that pursuant to the aforesaid the name of the Bank came to be recorded as holder/occupant and the name of Shalubal Shivram Parkhi; Sitaram Shivram Parkhi; Gulab Shivram Parkhi; Prabhakar Shivram Parkhi and Rajaram Vithoba Parkhi came to be recorded in other rights column of the captioned property.

Observation:

The aforesaid encumbrance is not appearing on the latest 7/12 extract of the captioned property. However, we haven't perused any Mutation Entry deleting the said encumbrance.

3. Mutation Entry No. 4855 dated April 18, 2001, records that Rajaram Vithoba Parkhi died on December 24, 1999, and leaving behind his legal heirs and representatives as follows:

Sons: Mahadeo Rajaram Parkhi;
Kailash Rajaram Parkhi;
Daughters: Kamalabai Dattatray Sakhare;
Savitribai Chaburao Ghate;
Laxmibai Narayan Ghate;
Subhadra Baban Karanjavne;
Nanda Deepak Shinde; and
Widow: Anusuya Rajaram Parkhi (since deceased).

4. Mutation Entry No. 4947 dated September 13, 2009, records that Anusuya alias Rajaram Parkhi died on October 28, 2000, leaving behind his legal heirs and representatives as follows:

Sons: Mahadeo Rajaram Parkhi;
Kailash Rajaram Parkhi;
Daughters: Kamalabai Dattatray Sakhare;
Savitribai Chaburao Ghate;
Laxmibai Narayan Ghate;
Subhadra Baban Karanjavne; and
Nanda Deepak Shinde.

5. Mutation Entry No. 5486 dated October 18, 2004, records that Gulab Shivram Parkhi obtained a loan from Maan Group Multipurpose Co-operative Society for an amount of Rs.2,00,000/-

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(Rupees Two Lac only) and hence an encumbrance of the Society came to be recorded in respect of the captioned property.

Observation:

It appears that, the aforesaid loan has been repaid and accordingly, Maan Group Multipurpose Co-operative Society has issued No Dues Certificate dated April 3, 2017.

6. Mutation Entry No. 7613 dated June 9, 2017, records the deletion of an encumbrance created in favour of Maan Group Multipurpose Co-operative Society vide Mutation Entry No. 5486.
7. Mutation Entry No. 5754 dated April 21, 2006, records that Gulab Shivram Parkhi died on April 1, 2006, leaving behind his legal heirs and representatives as follows:

Sons: Prashant Gulab Parkhi;
Sandeep Gulab Parkhi;
Daughters: Rajashree Sund Mengade;
Surekha Gulab Parkhi; and
Widow: Hirabai Gulab Parkhi.

Ekmath Maruti Parkhi's Share (51.6 Ares)

1. Mutation Entry No. 3557 dated May 12, 1987, records that Ekmath Maruti Parkhi obtained a loan from the Maharashtra State Land Development Bank Limited for an amount of Rs.8,000/- (Rupees Eight Thousand only) and hence an encumbrance of the Bank came to be recorded in respect of the captioned property. It further records that pursuant to the aforesaid the name of the Bank came to be recorded as holder/occupant and the name of Ekmath Maruti Parkhi came to be recorded in other rights column of the captioned property.

Observation:

The aforesaid encumbrance is not appearing on the latest 7/12 extract of the captioned property. However, we haven't perused any Mutation Entry deleting the said encumbrance.

Collective share of Shivram Vithoba Parkhi and Ekmath Maruti Parkhi:

1. By and under an Agreement for Sale dated January 5, 2007, registered at Serial No. 102 of 2007, (i) Ekmath Maruti Parkhi; (ii) Kalu Maruti Parkhi; (iii) Balu Maruti Parkhi; (iv) Aika Yashwant Shitole; (v) Mangal Sahebrao Ranavdc; (vi) Shalan Balu Yadav; (vii) Sumitra Datta tray Yadav; ((i)

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to (vii) represented through their constituted attorney Sayyad Mohammad Javed); (viii) Mahadeo Rajaram Parkhi; (ix) Kailas Rajaram Parkhi; (x) Kamlabai Rajaram Sakhare; (xi) Savitrabai Chabu Ghare; (xii) Laxmi Narayan Ghare; (xiii) Subhadra Baban Karanjavne; (xiv) Nanda Deepak Shinde; (xv) Prabhakar Shivram Parkhi (for himself and as a Karta of HUF); (xvi) Vimal Sitaram Parkhi; (xvii) Chandrakant Sitaram Parkhi; (xviii) Manda Sitaram Parkhi; (xix) Jayashree Dnyanoba Dhumal; (xx) Hirabai Gulab Parkhi ((ix) to (xx) represented through their constituted attorney Sayyad Mohammad Javed); (xxi) Prashant Gulab Parkhi (for himself and as a Karta of HUF); (xxii) Sandeep Gulab Parkhi; (xxiii) Surekha Gulab Parkhi; (xxiv) Rajashree Sunil Mengale; (xxv) Alka Shantaram Parkhi; (xxvi) Suryakant Shantaram Parkhi; (xxvii) Shankar Shantaram Parkhi; and (xxviii) Sarika Kailash Shitole ((xxi) to (xxviii) represented through their constituted attorney Sayyad Mohammad Javed) alongwith the confirmation of (i) Sunil Balu Parkhi; (ii) Suresh Balu Parkhi and (iii) Shrikisan Premchand Agarwal agreed to sell, transfer, convey and assign all their rights, title and interest in respect of the following properties, in favour of Dilip R. Thakkar represented through his constituted attorney Sayyad Mohammad Javed for the consideration and on the terms and conditions contained therein:

Property	Area
101/1	74 Ares (37 Ares owned by Shivram and others and 37 Ares owned by Eknath and others)
101/3	58 Ares (29 Ares owned by Shivram and others and 29 Ares owned by Eknath and others)
99/1	1 Hectare 3.2 Ares
99/6	24.4 Ares

Observation:

We have been informed that one of the legal heir of Shivram Vithoba Parkhi, i.e. Sitaram Shivram Parkhi had died leaving behind his legal heirs viz. Vimal Sitaram Parkhi; Alka Shantaram Parkhi; Suryakant Shantaram Parkhi; Shankar Shantaram Parkhi; and Sarika Kailash Shitole, however, we have not perused any mutation entry confirming the same.

2. By and under a Power of Attorney dated January 5, 2007, registered at Scnl No. 103 of 2007, (i) Eknath Maruti Parkhi; (ii) Kalu Maruti Parkhi; (iii) Balu Maruti Parkhi; (iv) Alka Yashwant Shitole; (v) Mangal Sahebrao Ranavde; (vi) Shalan Balu Yadav; (vii) Sumitra Dattatray Yadav; (viii) Mahadeo Rajaram Parkhi (for himself and as a Karta of HUF); (ix) Kailas Rajaram Parkhi; (x) Kamlabai Rajaram Sakhare; (xi) Savitrabai Chabu Ghare; (xii) Laxmi Narayan Ghare; (xiii) Subhadra Baban Karanjavne; (xiv) Nanda Deepak Shinde; (xv) Prabhakar Shivram Parkhi (for

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himself and as a Karta of HUF); (xvi) Vimal Sitaram Parkhi; (xvii) Chandrakant Sitaram Parkhi; (xviii) Manda Sitaram Parkhi; (xix) Jayashree Dnyanoba Dhumal; (xx) Hirabai Gulab Parkhi; (xxi) Prashant Gulab Parkhi (for himself and as a Karta of HUF); (xxii) Sandeep Gulab Parkhi; (xxiii) Surekha Gulab Parkhi; (xxiv) Rajashree Sunil Mengale; (xxv) Alka Shantaram Parkhi; (xxvi) Suryakant Shantaram Parkhi; (xxvii) Shankar Shantaram Parkhi; and (xxviii) Sarika Kailash Shitole (xxix) Sunil Balu Parkhi; (xxx) Suresh Balu Parkhi and (xxxi) Shrikisan Premchand Agarwal appointed Dilip R. Thakkar represented through his constituted attorney Sayyad Mohhammad Javed as their constituted attorney, in respect of the following properties:

Property	Area
101/1	74 Ares (37 Ares owned by Shivram and others and 37 Ares owned by Eknath and others)
101/3	58 Ares (29 Ares owned by Shivram and others and 29 Ares owned by Eknath and others)
99/1	1 Hectare 3.2 Ares
99/6	24.4 Ares

3. By and under a Sale Deed dated September 17, 2007, registered at Serial No. 6449 of 2007, (i) Eknath Maruti Parkhi; (ii) Kalu Maruti Parkhi; (iii) Balu Maruti Parkhi, (iv) Alka Yashwant Shitole; (v) Mangal Sahebrao Ranavde; (vi) Shalan Balu Yadav; (vii) Sumitra Dattatray Yadav; ((i) to (vii) represented through their constituted attorney Sayyad Mohammad Javed); (viii) Mahadeo Rajaram Parkhi; (ix) Kailas Rajaram Parkhi; (x) Kamlabai Rajaram Sakhare; (xi) Savitrabai Chabu Ghare; (xii) Laxmi Narayan Ghare; (xiii) Subhadra Baban Karanjavne; (xiv) Nanda Deepak Shinde; (xv) Prabhakar Shivram Parkhi (for himself and as a Karta of HUF); (xvi) Vimal Sitaram Parkhi; (xvii) Chandrakant Sitaram Parkhi; (xviii) Manda Sitaram Parkhi; (xix) Jayashree Dnyanoba Dhumal; (xx) Hirabai Gulab Parkhi ((ix) to (xx) represented through their constituted attorney Sayyad Mohammad Javed); (xxi) Prashant Gulab Parkhi (for himself and as a Karta of HUF); (xxii) Sandeep Gulab Parkhi; (xxiii) Surekha Gulab Parkhi; (xxiv) Rajashree Sunil Mengale; (xxv) Alka Shantaram Parkhi; (xxvi) Suryakant Shantaram Parkhi; (xxvii) Shankar Shantaram Parkhi; and (xxviii) Sarika Kailash Shitole ((xxi) to (xxviii) represented through their constituted attorney Sayyad Mohammad Javed) alongwith the confirmation of (i) Sunil Balu Parkhi; (ii) Suresh Balu Parkhi and (iii) Shrikisan Premchand Agarwal sold, transferred, conveyed and assigned all their rights, title and interest in respect of the following properties in favour of Dilip R. Thakkar represented through his constituted attorney Sayyad Mohammad Javed for the consideration and on the terms and conditions contained therein:

Property	Area

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101/1	37 Ares (Share of Shivram and others)
101/3	58 Ares (29 Ares owned by owned by Shivram and others and 29 Ares owned by Eknath and others)
99/1	1 Hectare 3.2 Ares
99/6	24.4 Ares

Mutation Entry No. 6256 dated April 28, 2010, confirms the same.

Observation:

It further records that requisite permission of Sub-divisional officer, Maval was obtained for transfer of the property and the aforesaid mutation entry came to be recorded in other rights column.

- Mutation Entry No. 7618 dated June 20, 2017, records that, in accordance with the section 155 of Maharashtra Land Revenue Code, 1966, the clerical error in the Mutation Entry No. 6256, recording the area of the property acquired by Dilip R. Thakkar came to be corrected.
- By and under a Sale Deed dated September 26, 2017, registered at Serial No. 12774 of 2017, Dilip Ramanlal Thakkar represented through his constituted attorney S.D. Suburban through his authorized representative Aditya Rao sold, transferred, conveyed and assigned all his rights, title and interest in respect of the following properties in favour of S.D. Suburban represented through its authorized representative Sudhir Wakure for the consideration and on the terms and conditions contained therein:

Property	Area
101/3 (Old 101/1)	161 Ares (Acquired from Eknath, Baban and others)
99/1	154.8 Ares (Acquired from Eknath, Baban and others)

Baban Damu Parkhi's share (51.6 Ares)

- Mutation Entry No. 3556 dated May 12, 1987, records that Baban Damu Parkhi obtained a loan from the Maharashtra State Land Development Bank Limited for an amount of Rs.8,000/- (Rupees Eight Thousand only) and hence an encumbrance of the Bank came to be recorded in respect of the captioned property. It further records that pursuant to the aforesaid the name of

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the Bank came to be recorded as holder/occupant and the name of Baban Damu Parkhi came to be recorded in other rights column of the captioned property.

2. Mutation Entry No. 3591 dated June 26, 1987, records that Babanrao Damu Parkhi obtained a loan from Maan Multipurpose Co-operative Society for an amount of Rs.7,000/- (Rupees Seven Thousand only) and hence an encumbrance of the Society came to be recorded in respect of the captioned property.

Observation:

The aforesaid encumbrance is not appearing on the latest 7/12 extract of the captioned property. However, we haven't perused any Mutation Entry deleting the said encumbrance.

3. Mutation Entry No. 4155 dated February 22, 1996, records the deletion of the encumbrance created by Baban Damu Parkhi in favour of Maharashtra State Land Development Bank Limited in respect of the captioned property.
4. By and under an Agreement for Sale dated January 10, 2007, registered at Serial No. 223 of 2007, (i) Baban Damu Parkhi (for himself and as a Karta of HUF); (ii) Arun Baban Parkhi; (iii) Nanda Arun Parkhi; (iv) Akshay Arun Parkhi (minor, represented through his mother and natural guardian Nanda Arun Parkhi); (v) Bharat Baban Parkhi; (vi) Chitra Bharat Parkhi; (vii) Mayur Bharat Parkhi; (viii) Mahesh Bharat Parkhi; (ix) Gauri Bharat Parkhi ((vii), (viii) and (ix), minors, represented through his mother and natural guardian Chitra Bharat Parkhi); (x) Muktabai Daadram Ranavde; (xi) Malubai Ramdas Shinde; (xii) Shantabai Mahadeo Shinde; (xiii) Shakuntala Ankush Sable; (xiv) Pushpa Uttam Ranavde; and (xv) Bhama Ashok Phadke agreed to sell, transfer, convey and assign all their right, title and interest in respect of the following properties in favour of Dilip R. Thakkar represented through his constituted attorney Sayyad Mohammad Javed for the consideration and on the terms and conditions contained therein:

Property	Area
101/3	29 Ares
99/1	51.6 Ares
101/1	37 Ares

5. By and under a Power of Attorney dated January 10, 2007, registered at Serial No. 224 of 2007, (i) Baban Damu Parkhi (for himself and as a Karta of HUF); (ii) Arun Baban Parkhi; (iii) Nanda Arun Parkhi; (iv) Akshay Arun Parkhi (minor, represented through his mother and natural guardian Nanda Arun Parkhi); (v) Bharat Baban Parkhi; (vi) Chitra Bharat Parkhi; (vii) Mayur Bharat Parkhi; (viii) Mahesh Bharat Parkhi; (ix) Gauri Bharat Parkhi ((vii), (viii) and (ix), minors,

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represented through his mother and natural guardian Chitra Bharat Parkhi); (x) Muktabai Dadaram Ranavde; (xi) Malubai Ramdas Shinde; (xii) Shantabai Mahadeo Shinde; (xiii) Shakuntala Ankush Sable; (xiv) Pushpa Uttam Ranavde; and (xv) Bhama Ashok Phadke appointed Dilip R. Thakkar represented through his constituted attorney Sayyad Mohammad Javed as their constituted attorney in respect of the following properties:

Property	Area
101/3	29 Ares
99/1	51.6 Ares
101/1	37 Ares

6. By and under a Sale Deed dated October 30, 2007, registered at Serial No. 7427 of 2007, (i) Baban Damu Parkhi (for himself and as a Karta of HUF); (ii) Arun Baban Parkhi; (iii) Nanda Arun Parkhi; (iv) Akshay Arun Parkhi (minor, represented through his mother and natural guardian Nanda Arun Parkhi); (v) Bharat Baban Parkhi; (vi) Chitra Bharat Parkhi; (vii) Mayur Bharat Parkhi; (viii) Mahesh Bharat Parkhi; (ix) Gauri Bharat Parkhi ((vii), (viii) and (ix), minors, represented through his mother and natural guardian Chitra Bharat Parkhi); (x) Muktabai Dadaram Ranavde; (xi) Malubai Ramdas Shinde; (xii) Shantabai Mahadeo Shinde; (xiii) Shakuntala Ankush Sable; (xiv) Pushpa Uttam Ranavde; and (xv) Bhama Ashok Phadke sold, transferred, conveyed and assigned all their right, title and interest in respect of the following properties in favour of Dilip R. Thakkar represented through his constituted attorney Sayyad Mohammad Javed for the consideration and on the terms and conditions contained therein:

Property	Area
101/3	29 Ares
99/1	51.6 Ares

Mutation Entry No. 6257 dated April 28, 2010, confirms the same.

7. By and under an Agreement for Sale, dated January 22, 2013, registered at Serial No. 594 of 2013, Dilip Ramanlal Thakkar along with the confirmation of S.D. Corporation Private Limited sold, transferred, conveyed and assigned all his rights, title and interest in respect of the following properties in favour of S.D. Suburban, represented through its authorized representative Aditya A. Rao for the consideration and on the terms and conditions contained therein:

Property	Area
101/3	58 Ares

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99/1	1 Hectare 3.2 Ares (collective share of Shivram and Eknath)
101/3	29 Ares
99/1	51.60 Ares (share of Baban)
99/6	24.40 Ares
101/1	37 Ares

8. By and under a Power of Attorney dated January 22, 2013, registered at Serial No. 595 of 2013, Dilip Ramanlal Thakkar appointed S.D. Suburban, represented through its authorized representative Sudhir B. Wakure and Aditya A. Rao as his constituted attorney in respect of the following properties:

Property	Area
101/3	58 Ares
99/1	1 Hectare 3.2 Ares (collective share of Shivram and Eknath)
101/3	29 Ares
99/1	51.6 Ares (share of Baban)
99/6	24.40 Ares
101/1	37 Ares

9. By and under a Sale Deed dated September 26, 2017, registered at Serial No. 17774 of 2017, Dilip Ramanlal Thakkar represented through his constituted attorney S.D. Suburban through his authorized representative Aditya Rao sold, transferred, conveyed and assigned all his rights, title and interest in respect of the following properties in favour of S.D. Suburban represented through its authorized representative Sudhir Wakure for the consideration and on the terms and conditions contained therein:

Property	Area
101/3 (Old 101/1)	161 Ares (Acquired from Eknath, Baban and others)
99/1	154.8 Ares (Acquired from Eknath, Baban and others)

Tukaram Tatyaba Parkhi's Share (51.6 Ares)

1. Mutation Entry No. 2767 dated November 18, 1972, records that Tukaram Tatyaba Parkhi died on September 30, 1972 and his legal heirs as follows:

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Daughters: Sakhubai Vithoba Dhumal;
Housabai Namdeo Shinde; and
Widow: Thakubai Tukaram Parkhi.

It further records the name of Hausabai Namdeo Shinde as a Karta and Manager of HUF.

2. Mutation Entry No. 3518 dated July 29, 1986, records that Tukaram Tatyaba Parkhi died on September 30, 1978 and his legal heir Hausabai Namdeo Shinde (Karta and Manager of HUF) came to be recorded vide Mutation Entry No. 2767 dated November 18, 1972. However, the properties bearing Survey No. 99 Hissa No. 1, Survey No. 99 Hissa No. 6, Survey No. 101 Hissa No. 1, and Survey No. 101 Hissa No. 3, were not reflected in the Mutation Entry No. 2767 and therefore the same came to be added.
3. Mutation Entry No. 3554 dated May 12, 1987, records that Hausabai Namdeo Shinde obtained a loan from the Maharashtra State Land Development Bank Limited for an amount of Rs.8,900/- (Rupees Eight Thousand Nine Hundred only) and hence an encumbrance of the Bank came to be recorded in respect of the captioned property. It further records that pursuant to the aforesaid the name of the Bank came to be recorded as holder/occupant and the name of Hausabai Namdeo Shinde came to be recorded in other rights column of the captioned property.

Observation:

The aforesaid encumbrance is not appearing on the latest 7/12 extract of the captioned property. However, we haven't perused any Mutation Entry deleting the said encumbrance.

4. Mutation Entry No. 4077 dated March 26, 1995, records that the names of (i) Sakhubai Vithoba Dhumal; (ii) Hausabai Namdeo Shinde; (iii) Thakubai Tukaram Parkhi were recorded vide mutation entry no. 2767 and the name of Hausabai Namdeo Shinde came to be recorded as Karta of HUF. It further records that pursuant to application of Sakhubai Vithoba Dhumal, her name came to be recorded in respect of the captioned property and as Thakubai Tukaram Parkhi died on October 28, 1973, her name came to be deleted in respect of the captioned property.
5. Mutation Entry No. 5000 dated January 11, 2002, records that Hausabai Namdeo Shinde obtained a loan from Maan Group Multipurpose Co-operative Society for an amount of Rs.2,00,000/- (Rupees Two Lacks only) and hence an encumbrance of the Society came to be recorded in respect of the captioned property.



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6. Mutation Entry No. 7576 dated May 3, 2017, records the deletion of an encumbrance created in favour of Maan Group Multipurpose Co-operative Society in respect of the property bearing Survey No. 99 Hissa No. 1 vide Mutation Entry No. 5000.
7. By and under an Agreement for Sale dated April 16, 2009, registered at Serial No. 2258 of 2009, Hausabai Namdeo Shinde agreed to sell, transfer, convey and assign all her right, title and interest in respect of the following properties in favour Parag Shripatrao Mate for the consideration and on the terms and conditions contained therein:

Property	Area
99/1	51.6 Ares
99/6	12.2 Ares
101/3	66 Ares

Observation:

Pursuant to the order dated October 12, 2000 in Special Civil Suit No. 1888 of 1998, the captioned property came to be recorded in the name of Housabai Namdeo Shinde and hence she has executed the Agreement for Sale in respect of the entire extent of 51.6 Ares.

8. By and under a Power of Attorney dated April 16, 2009, registered at Serial No. 2259 of 2009, Hausabai Namdeo Shinde appointed Parag Shripatrao Mate as her constituted attorney in respect of the following properties:

Property	Area
99/1	51.6 Ares
99/6	12.2 Ares
101/3	66 Ares

9. By and under a Sale Deed dated February 18, 2010, registered at Serial No. 1042 of 2010, (i) Hausabai Namdeo Shinde and (ii) Ankush Namdeo Shinde alongwith the confirmation of Nikhil Anand Garg sold, transferred, conveyed and assigned all their right, title and interest in the following properties in favour Parag Shripatrao Mate for the consideration and on the terms and conditions contained therein:

Property	Area
99/1	51.6 Ares
99/6	12.20 Ares

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101/3	66 Ares
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Mutation Entry No. 6248 dated March 15, 2010, confirms the same.

Observation:

It further records that requisite permission of Sub-divisional officer, Maval was obtained for transfer of the property. It records the property has been subdivided by oral partition between the co-owners.

10. By and under a Confirmation Deed dated March 3, 2010, registered at Serial No. 1284 of 2010, (i) Ramdas Namdeo Shinde, (ii) Lahu Namdeo Shinde, (iii) Sameer Moreswar Masulkar, gave their confirmation to the (i) Agreement for Sale dated April 16, 2009, registered at Serial No. 2258 of 2009, and (ii) Sale Deed dated February 18, 2010, registered at Serial No. 1042 of 2010, executed by Hausabai Namdeo Shinde in favour of Parag Shripatrao Mate, for the consideration and on the terms and conditions contained therein.
11. By and under an Agreement for Sale Dated February 16, 2013, registered at Serial No. 1345 of 2013, Parag Shripatrao Mate alongwith the confirmation of S.D. Corporation Private Limited represented through its Director Raymond Dastur, represented through his constituted attorney Sayaji Shingare agreed to sell, transfer, convey and assign all his right, title and title in respect of the following properties, in favour of S.D. Suburban, represented through its authorized representative Aditya Ashok Rao for the consideration and on the terms and conditions contained therein:

Property	Area
99/1	51.6 Ares
99/6	12.12 Ares
101/3	66 Ares
101/2	1 Hectare 6 Ares

12. By and under a Power of Attorney Dated February 16, 2013, registered at Serial No. 1346 of 2013, Parag Shripatrao Mate appointed S.D. Suburban, represented through its authorized representative Aditya Ashok Rao as his constituted attorney in respect of the following properties:

Property	Area
99/1	51.6 Ares
99/6	12.12 Ares

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101/3	66 Ares
101/2	1 Hectare 6 Ares

13. By and under a Sale Deed dated September 26, 2017, registered at Serial No. 12777 of 2017, Parag Shripatrao Mate represented through his constituted attorney S.D. Suburban through his authorized representative Aditya Rao sold, transferred, conveyed and assigned all his right, title and title in respect of the following properties, in favour of S.D. Suburban, represented through its authorized representative Sudhir Wakure for the consideration and on the terms and conditions contained therein:

Property	Area
99/1	51.6 Ares
101/3	66 Ares

Laxman Tatyaba Parkhi's share (51.6 Ares)

1. Mutation Entry No. 2846 dated July 20, 1974, records that Laxman Tatyaba Parkhi died on May 16, 1973, leaving behind his following behind his legal heirs and representatives as follows:

Sons: Haribhau Laxman Parkhi;
Kisan Laxman Parkhi;
Daughters: Dagdabai Genu Ranavde;
Anjanabai Mandaram Karanjavne;
Manjulabai Dhondabai Ranavde; and
Widow: Sundarabai Laxman Parkhi.

It further records the name of Haribhau Laxman Parkhi came to be recorded as Karta of HUF.

2. Mutation Entry No. 3517 dated July 29, 1986, records that Laxman Tatyaba Parkhi died on May 16, 1973 which is recorded vide Mutation Entry No. 2846 dated July 20, 1974 and the name of Haribhau Laxman Parkhi came to be recorded as Karta. It further records that though the aforesaid mutation entry pertains to the properties bearing Survey No. 99 Hissa No. 1, Survey No. 99 Hissa No. 6, Survey No. 101 Hissa No. 1, and Survey No. 101 Hissa No. 3, the same was not reflected in the Mutation Entry No. 2846.
3. Mutation Entry No. 3553 dated May 12, 1987, records that Haribhau Laxman Parkhi obtained a loan from Maharashtra State Land Development Bank Limited for an amount of Rs.8,000/- (Eight Thousand only) and hence an encumbrance of the Bank came to be recorded in respect of the

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captioned property. It further records that pursuant to the aforesaid the name of the Bank came to be recorded as holder/occupant and the name of Haribhau Laxman Parkhi came to be recorded in other rights column of the captioned property.

Observation:

The aforesaid encumbrance is not appearing on the latest 7/12 extract of the captioned property. However, we haven't perused any Mutation Entry deleting the said encumbrance.

4. Mutation Entry No. 3996 dated January 13, 1994, records that pursuant to the application of Kisan Laxman Parkhi, the name of Haribhau Laxman Parkhi came to be deleted as a Karta and Manager of HUF and the names of Kisan Laxman Parkhi came to be recorded alongwith Haribhau Laxman Parkhi.
5. Mutation Entry No. 4116 dated September 18, 1995, records that Sakhubai Nivruti Parkhi made an application stating therein, her father in law Laxman Tatyaba Parkhi died in the year 1973 and at the relevant time her husband had expired, hence the names of her two sons and three daughters came to be recorded as the legal heirs of Laxman Tatyaba Parkhi. However Laxman Tatyaba Parkhi died leaving him legal heirs and representatives as follows:

Grand Sons: Haribhau Laxman Parkhi;
Kisan Laxman Parkhi;

Grand Daughters: Dagdabai Genu Ranavde;
Anjanabai Nandarn Karanjavne;
Manjulabai Dhondiba Ranavde; and

Daughter in Law: Sakhubai Nivruti Parkhi.

6. Mutation Entry No. 6516 dated July 9, 2012, records that Radhabai *alias* Dagdabai Genba Ranavade died on November 11, 2005, leaving behind her legal heirs and representatives as follows:

Daughters: Kamal Dinkar Karanjavne;
Bhagubai Dagdu Jagtap;
Narmada *alias* Nilima Hanumant Balkavde;

Son: Suresh Genba Ranavde;

Daughter in law: Sumitra *alias* Samindra Sarjerao Ranavde;

Grand Sons: Mohan Sarjerao Ranavde;
Hiraman Sarjerao Ranavde;
Kiran Sarjerao Ranavde; and

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Grand Daughter: Sugandha *alias* Sunanda Subhash Dhaywar.

7. By and under a Release Deed dated July 16, 2012, registered at Serial No 3544 of 2012, (i) Anjanabai Nandaram Karanjavne; (ii) Manjulabal Dhondiba Ranavde; (iii) Dagadabal *alias* Radhabai Genu Ranavde died through her legal heirs (iv) Kamal Dinkar Karanjavne; (v) Bhagubai Dagdu Jagtap; (vi) Nilma *alias* Narmada Hanumant Balkavde; (vii) Suresh Genba Ranavde; (viii) Sarjerao Genba Ranavde died through her legal heirs (ix) Sumitra *alias* Samindra Sarjerao Ranavde; (x) Mohan Sarjerao Ranavde; (xi) Hiranman Sarjerao Ranavde; (xii) Kiran Sarjerao Ranavde; and (xiii) Sugandha *alias* Sunanda Subhash Dhaywar released their respective rights in respect of the captioned property in favour of Haribhau Laxman Parkhi and Kisan Laxman Parkhi on the terms and conditions contained therein. Mutation Entry No. 6522 dated July 17, 2012, confirms the same.
8. Mutation Entry No. 6872 dated April 11, 2014, records that Kisan Laxman Parkhi obtained a loan from Maan Group Multipurpose Co-operative Society for an amount of Rs.5,00,000/- (Rupees Five Lacks only) and hence an encumbrance of the Society came to be recorded in respect of the captioned property.
9. Mutation Entry No. 7613 dated June 9, 2017, records the deletion of an encumbrance created in favour of Maan Group Multipurpose Co-operative Society vide Mutation Entry No. 6872.
10. Mutation Entry No. 6941 does not pertain to the captioned property.
11. Mutation Entry No. 7086 dated October 23, 2015, records that pursuant to the order of Tahsildar dated September 7, 2015, the remark of section 43 of Tenancy Laws in respect of the captioned property came to be deleted.
12. By and under an Exchange Deed dated March 30, 2016, registered at Serial No. 3539 of 2016, executed by and between (A)(i) Parag Shripatrao Mate, and (ii) Sayyad Mohammad Javed and (B) (i) Haribhau Laxman Parkhi, for himself and as a Karta and manager of HUF and 13 others, (ii) Kisan *alias* Krushna Laxman Parkhi, for himself and as a Karta and manager of HUF and 12 others, and (C) S.D. Suburban, the property bearing Survey No. 101 Hissa No. 2, admeasuring 1 Hectare 29.8 Ares owned by (i) Parag Shripatrao Mate, and (ii) Sayyad Mohammad Javed and the properties bearing (i) Survey No. 99 Hissa No. 1 admeasuring 51.6 Ares, (ii) Survey No. 99 Hissa No. 6 admeasuring 12.2 Ares, and (iii) Survey No. 101 Hissa No. 3 admeasuring 66 Ares, owned by (i) Haribhau Laxman Parkhi, and 13 others, (ii) Kisan *alias* Krushna Laxman Parkhi and 12 others, were exchanged. Mutation Entry No. 7205 dated May 31, 2016 confirms the same.

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Accordingly, the property bearing Survey No. 101, Hissa No. 7, admeasuring 1 Hectare 29.8 Ares came to be recorded in the name of (i) Hanbhau Laxman Parkhi, and 13 others, (ii) Kisan alias Krushna Laxman Parkhi and 12 others and the properties bearing (i) Survey No. 99, Hissa No. 1 admeasuring 51.6 Ares, (ii) Survey No. 99, Hissa No. 6 admeasuring 12.2 Ares, and (iii) Survey No. 101, Hissa No. 3, admeasuring 66 Ares came to be recorded in the name of (i) Parag Shripatrao Mate, and (ii) Sayyad Mohammad Javed.

13. By and under an Agreement for Sale Dated November 17, 2016, registered at Serial No. 10630 of 2016, Parag Shripatrao Mate and Sayyad Mohammad Javed agreed to sell, transfer, convey and assign all his right, title and title in respect of the following properties, in favour of S.D. Suburban, represented through its authorized representative Aditya Ashok Rao for the consideration and on the terms and conditions contained therein:

Property	Area
99/1	51.6 Ares
99/6	12.12 Ares
101/3	66 Ares

14. By and under a Power of Attorney Dated November 17, 2016, registered at Serial No. 10631 of 2016, Parag Shripatrao Mate and Sayyad Mohammad Javed appointed S.D. Suburban, represented through its authorized representative Aditya Ashok Rao as their constituted attorney in respect of the following properties:

Property	Area
99/1	51.6 Ares
99/6	12.12 Ares
101/3	66 Ares

15. The Mutation Entry No. 7407 dated March 5, 2017, records that, the erroneous recording in respect of the Mutation Entry Nos. appearing on 7/12 extract came to be modified/corrected. However, even the said modifications/rectifications appears to be erroneous and the same needs to be corrected.
16. By and under a Sale Deed dated August 5, 2017, registered at Serial No. 12478 of 2017, Parag Shripatrao Mate and Sayyad Mohammad Javed represented through their constituted attorney S.D. Suburban through his authorized representative Aditya Rao sold, transferred, conveyed and assigned all their right, title and title in respect of the following properties, in favour of S.D.

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Suburban, represented through its authorized representative Sudhir Wakure for the consideration and on the terms and conditions contained therein:

Property	Area
99/1	51.6 Ares
101/3	66 Ares

View:

Subject to the aforesaid and the various outstanding loans, S.D. Suburban has a clear and marketable right in respect of Third Property.

Fourth Property

Re: All that piece and parcel of land bearing Survey No. 101 Hissa No. 3 admeasuring 3 Hectares 30 Ares (including 14 Ares *pot kharab*) comprising of (i) Old Survey No. 101 Hissa No. 1 admeasuring 1 Hectare 85 Ares; and (ii) Old Survey No. 101 Hissa No. 3 admeasuring 1 Hectare 45 Ares, situate at Village Maan, Taluka Mulshi, District Pune

1. Mutation Entry No. 1173 dated May 11, 1950, records that the name of Sonabai Damu Parkhi came to be recorded as protected tenant in respect of the share of Gangubai Kashinath Khadtarkar and Sadashiv Janardhan Ghode.
2. Mutation Entry No. 1881 dated March 20, 1957, records that, the names of Tukaram Tatyaba Parkhi, Eknath Maruti Parkhi, and Laxman Tatyaba Parkhi came to be recorded as tenant in respect of the share of Sadashiv Janardhan Ghode.
3. Mutation Entry No. 2402 dated August 24, 1966, records that since the owner of the property died and hence the Tiller's Day for the purposes of proceedings under Section 32G of the Tenancy Law came to be postponed. The remark in respect of the same came to be recorded in other rights column.
4. Mutation Entry No. 2668 dated April 14, 1970, records that, pursuant to the application of Baban Damu Parkhi and in accordance with the partition of the properties, the captioned property came to be recorded in the name of (i) Gangubai Kashinath Khadtarkar (8 Aana i.e. 1/2 share); (ii) Tukaram Tatyaba Parkhi (1 Aana 8 Pai i.e. 1/10 share); (iii) Laxman Tatyaba Parkhi (1 Aana 7 Pai i.e. 1/10 share); (iv) Eknath Maruti Parkhi (1 Aana 7 Pai i.e. 1/10 share); (v) Baban Damu Parkhi (1 Aana 7 Pai i.e. 1/10 share) and (vi) Shivram Vithoba Parkhi (1 Aana 7 Pai i.e. 1/10 share).

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5. Mutation Entry No. 2696 dated dated December 2, 1970, records the effect of decimal system in the revenue records under the provisions of the Weights and Measurement Act 1958 and Indian Coinage Act 1955.
6. Mutation Entry No. 2776 dated January 12, 1973, records that pursuant to the order of Agricultural Land Authority (*ShehJamin Nyayadhikaran*) and Additional Mamledar, Mulshi, under the provisions of Section 32G of the Tenancy Laws, the names of Shivrām Vithoba Parkhi and 5 others came to be recorded as occupants/holders in respect of the share of Gangubai Kashinalh Khadtarkar (i.e. 8 Aana share) and encumbrance in respect of purchase price came to be recorded in other rights column.
7. Mutation Entry No. 2991 does not pertain to the captioned property.
8. Mutation Entry No. 3357 dated May 15, 1983, records that pursuant to the payment of the agreed purchase price by the tenants (i) Shivrām Vithoba Parkhi; (ii) Baban Damu Parkhi; (iii) Eknath Maruti Parkhi; (iv) Laxman Tatyaba Parkhi; (v) Tukaram Tatyaba Parkhi and in accordance with certificate under section 32M of Tenancy Law the encumbrance of the Owner in respect of the captioned property came to be deleted.
9. Mutation Entry No. 3657 does not pertain to the captioned property.

Observation:

In the year 2004, pursuant to the Order of the Taluka Inspector of Land Records dated September 19, 2004 and the Order of the Tehsildar, properties bearing (i) Survey No. 101 Hissa No. 1, (ii) Survey No. 101 Hissa No. 2, and (iii) Survey No. 101 Hissa No. 3, came to be amalgamated and subsequently sub-divided. On perusal of the old 7/12 extract it appears that Survey No. 101 Hissa No. 1 admeasuring 1 Hectare 85 Ares and Survey No. 101 Hissa No. 3 admeasuring 1 Hectare 45 Ares stood in the name of Shivrām Vithoba Parkhi, Baban Damu Parkhi and others. Accordingly, at the time of amalgamation and sub-division of the properties as aforesaid, the erstwhile Survey No. 101 Hissa No. 1 and Survey No. 101 Hissa No. 3 were amalgamated together as Survey No. 101 Hissa No. 3 admeasuring 3 Hectares 30 Ares, since the owners were the same and Survey No. 101 Hissa No. 2/2 admeasuring 1 Hectare 60 Ares came to be re-numbered as Survey No. 101 Hissa No. 1.

The revised holdings of the 3 properties was recorded in the following manner:

Sr. No.	Survey No.	Area	Name of the owners

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1.	Survey No. 101 Hissa No. 1	1 Hectare 60 Ares (including 6 Ares <i>potkharab</i>)	(i) Vipradas Chandrakant Menkar; (ii) Narendra Krushnadas Menkar; (iii) Jitendra Vijaykumar Menkar; (iv) Yogendra Vijaykumar Menkar; (v) Milind Chandrakant Menkar.
2.	Survey No. 101 Hissa No. 2	2 Hectare 11 Ares (including 9 Ares <i>potkharab</i>)	(i) Amruta Vitlu Bhoir; (ii) Namdeo Genu Dala; (iii) Nathu LaxMan Sawant; (iv) Dattu LaxMan Sawant; (v) Baban Haribhau Sawant; (vi) Uttam Haribhau Sawant; (vii) Taibai Haribhau Sawant; (viii) Changubai Narayan Matere; (ix) Barkabai Nivruti Kale; (x) Kisan Damu Sawant; (xi) Raghunath Damu Sawant; (xii) Vitthal Damu Sawant; (xiii) Tanaji Damu Sawant; (xiv) Tukaram Damu Sawant; (xv) Gangubai Mahadu Bhoir; and (xvi) Draupada bai Ananta Mazire.
3.	Survey No. 101 Hissa No. 3	3 Hectare 30 Ares (including 14 Ares <i>potkharab</i>)	(i) Hari Laxman Parkhi; (ii) Hausabai Namdeo Shinde; (iii) Shanubai Shivram Parkhi; (iv) Sitaram Shivram Parkhi; (v) Gulab Shivram Parkhi; (vi) Shantaram Shivram Parkhi; (vii) Prabhakar Shivram Parkhi; (viii) Baban Damu Parkhi; (ix) Eknath Maruti Parkhi; (x) Kisan Laxman Parkhi; (xi) Dagdabai Genu Parkhi; (xii) Anjanabai Anandram Karanjawane; (xiii) Manjulabai Dhondiba Ranawade; (xiv) Sakhubai Vitthoba Dhumal; (xv) Sakhubai Nivruti Parkhi, (xvi) Mahadeo Rajaram Parkhi;

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			(xvii) Kailash Rajaram Parkhi; (xviii) Kamalabai Dattatray Sakhare; (xix) Savitrabai Haburao Ghare, (xx) Laxmibai Narayan Ghare; (xxi) Subhadrabai Baban Karanjawane; (xxii) Nanda Deepak Shinde.
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The names of the various legal heirs of (i) Shivram Vithoba Parkhi; (ii) Baban Damu Parkhi; (iii) Eknath Maruti Parkhi; (iv) Laxman Tatyaba Parkhi; (v) Tukaram Tatyaba Parkhi came to be recorded post the amalgamation and sub-division.

The detailed devolution of the respective families is setout herein below:

Shivram Vithoba Parkhi's Share

1. Mutation Entry No. 3485 dated September 27, 1985, records that Shivram Vithoba Parkhi died on December 7, 1984, leaving behind his legal heirs and representatives as follows:

Sons: Sitaram Shivram Parkhi;
Gulab Shivram Parkhi;
Shantaram Shivram Parkhi;
Prabhakar Shivram Parkhi;

Daughters: Gangubai Sadashiv More;
Janabai Nathuram Shinde;
Changubai Maruti Shitole;
Bebi Atmaram Ghate;
Padminibai Pandharinath Ghate;
Laxmibai Ankush Shinde;

Brother: Rajaram Vithoba Parkhi; and

Widow: Shalubai Shivram Parkhi.

It further records that pursuant to the application the names of daughters was not recorded on the 7/12 extract.

2. Mutation Entry No. 3555 dated May 12, 1987, records that Shalubai Shivram Parkhi; Sitaram Shivram Parkhi; Gulab Shivram Parkhi; Prabhakar Shivram Parkhi and Rajaram Vithoba Parkhi obtained a loan from the Maharashtra State Land Development Bank Limited for an amount of

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Rs.8,000/- (Rupees Eight Thousand only) and hence an encumbrance of the Bank came to be recorded in respect of the captioned property. It further records that pursuant to the aforesaid the name of the Bank came to be recorded as holder/occupant and the name of Shalubai Shivram Parkhi; Sitaram Shivram Parkhi; Gulab Shivram Parkhi; Prabhakar Shivram Parkhi and Rajaram Vithoba Parkhi came to be recorded in other rights column of the captioned property.

Observation:

The aforesaid encumbrance is not appearing on the latest 7/12 extract of the captioned property. However, we haven't perused any Mutation Entry deleting the said encumbrance.

3. Mutation Entry No. 5486 dated October 18, 2004, records that Gulab Shivram Parkhi obtained a loan from Maan Group Multipurpose Co-operative Society for an amount of Rs. 2,00,000/- (Rupees Two Lacks only) and hence an encumbrance of the Society came to be recorded in respect of the captioned property.

Observation:

It appears that, the aforesaid loan has been repaid and accordingly, Maan Group Multipurpose Co-operative Society has issued No Dues Certificate dated April 3, 2017.

Eknath Maruti Parkhi's Share

1. Mutation Entry No. 3557 dated May 12, 1987, records that Eknath Maruti Parkhi obtained a loan from Maharashtra State Land Development Bank Limited for an amount of Rs.8,000/- (Rupees Eight Thousand only) and hence an encumbrance of the Bank came to be recorded in respect of the captioned property. It further records that pursuant to the aforesaid the name of the Bank came to be recorded as holder/occupant and the name of Eknath Maruti Parkhi came to be recorded in other rights column of the captioned property.

Observation:

The aforesaid encumbrance is not appearing on the latest 7/12 extract of the captioned property. However, we haven't perused any Mutation Entry deleting the said encumbrance.

Shivram Vithoba Parkhi and Eknath Maruti Parkhi's share

1. By and under an Agreement for Sale dated January 5, 2007, registered at Serial No. 102 of 2007, (i) Eknath Maruti Parkhi; (ii) Kalu Maruti Parkhi; (iii) Balu Maruti Parkhi; (iv) Akh. Yashwant

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Shitole; (v) Mangal Sahebrao Ranavde; (vi) Shalan Balu Yadav; (vii) Sumitra Dattatray Yadav; ((i) to (vii) represented through their constituted attorney Sayyad Mohammad Javed); (viii) Mahadeo Rajaram Parkhi; (ix) Kailas Rajaram Parkhi; (x) Kamlabai Rajaram Sakhare; (xi) Savitrabai Chabu Ghare; (xii) Laxmi Narayan Ghare; (xiii) Subhadra Baban Karanjavne; (xiv) Nanda Deepak Shinde; (xv) Prabhakar Shivram Parkhi (for himself and as a Karta of HUF); (xvi) Vimal Sitaram Parkhi; (xvii) Chandrakant Sitaram Parkhi; (xviii) Manda Sitaram Parkhi; (xix) Jayashree Dnyanoba Dhumal; (xx) Hirabal Gulab Parkhi ((ix) to (xx) represented through their constituted attorney Sayyad Mohammad Javed); (xxi) Prashant Gulab Parkhi (for himself and as a Karta of HUF); (xxii) Sandeep Gulab Parkhi; (xxiii) Surekha Gulab Parkhi; (xxiv) Rajashree Sunil Mengale; (xxv) Alka Shantaram Parkhi; (xxvi) Suryakant Shantaram Parkhi; (xxvii) Shankar Shantaram Parkhi; and (xxviii) Sarika Kailash Shitole ((xxi) to (xxviii) represented through their constituted attorney Sayyad Mohammad Javed) alongwith the confirmation of (i) Sunil Balu Parkhi; (ii) Suresh Balu Parkhi and (iii) Shikisan Premchand Agarwal agreed to sell, transfer, convey and assign all their rights, title and interest, in respect of the following properties in favour of Dilip R. Thakkar represented through his constituted attorney Sayyad Mohammad Javed for the consideration and on the terms and conditions contained therein:

Property	Area
101/1	74 Ares (37 Ares owned by Shivram and others and 37 Ares owned by Eknath and others)
101/3	58 Ares (29 Ares owned by Shivram and others and 29 Ares owned by Eknath and others)
99/1	1 Hectare 3.2 Ares
99/6	24.4 Ares

Observation:

It appears that, the aforesaid transfer was based on the properties prior to the amalgamation and sub-division, hence the same records the areas as per Old Survey No. 101 Hissa No. 1 and Old Survey No. 101 Hissa No. 3.

We have been informed that one of the legal heir of Shivram Vithoba Parkhi, i.e. Sitaram Shivram Parkhi had died leaving behind his legal heirs viz. Vimal Sitaram Parkhi; Alka Shantaram Parkhi; Suryakant Shantaram Parkhi; Shankar Shantaram Parkhi; and Sarika Kailash Shitole, however, we have not perused any mutation entry confirming the same.

2. By and under a Power of Attorney dated January 5, 2007, registered at Serial No. 103 of 2007, (i) Eknath Maruti Parkhi; (ii) Kalu Maruti Parkhi; (iii) Balu Maruti Parkhi; (iv) Alka Yashwant

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Shitole; (v) Mangal Sahebrao Ranavde; (vi) Shalan Balu Yadav; (vii) Sumitra Dattatray Yadav, (viii) Mahadco Rajaram Parkhi (for himself and as a Karta of HUF); (ix) Kailas Rajaram Parkhi; (x) Kamlabai Rajaram Sakhare; (xi) Savitrabai Chabu Ghare; (xii) Laxmi Narayan Ghare; (xiii) Subhadra Baban Karanjavne; (xiv) Nanda Deepak Shinde; (xv) Prabhakar Shivram Parkhi (for himself and as a Karta of HUF); (xvi) Vimal Sitaram Parkhi; (xvii) Chandrakant Sitaram Parkhi; (xviii) Manda Sitaram Parkhi; (xix) Jayashree Dnyanoba Dhumal; (xx) Hirabai Gulab Parkhi; (xxi) Prashant Gulab Parkhi (for himself and as a Karta of HUF); (xxii) Sandeep Gulab Parkhi; (xxiii) Surekha Gulab Parkhi; (xxiv) Rajashree Sunil Mengale; (xxv) Alka Shantaram Parkhi; (xxvi) Suryakant Shantaram Parkhi; (xxvii) Shankar Shantaram Parkhi; and (xxviii) Sarika Kailash Shitole (xxix) Sunil Balu Parkhi; (xxx) Suresh Balu Parkhi and (xxxi) Shrikisan Premchand Agarwal appointed Dilip R. Thakkar represented through his constituted attorney Sayyad Mohhammad Javed as their constituted attorney, in respect of the following properties:

Property	Area
101/1	74 Ares (37 Ares owned by Shivram and others and 37 Ares owned by Eknath and others)
101/3	58 Ares (29 Ares owned by owned by Shivram and others and 29 Ares owned by Eknath and others)
99/1	1 Hectare 3.2 Ares
99/6	24.4 Ares

3. By and under a Sale Deed dated September 17, 2007, registered at Serial No. 6449 of 2007, (i) Eknath Maruti Parkhi; (ii) Kalu Maruti Parkhi; (iii) Balu Maruti Parkhi; (iv) Alka Yashwant Shitole; (v) Mangal Sahebrao Ranavde; (vi) Shalan Balu Yadav; (vii) Sumitra Dattatray Yadav; ((i) to (vii) represented through their constituted attorney Sayyad Mohammad Javed); (viii) Mahadeo Rajaram Parkhi; (ix) Kailas Rajaram Parkhi; (x) Kamlabai Rajaram Sakhare; (xi) Savitrabai Chabu Ghare; (xii) Laxmi Narayan Ghare; (xiii) Subhadra Baban Karanjavne; (xiv) Nanda Deepak Shinde; (xv) Prabhakar Shivram Parkhi (for himself and as a Karta of HUF); (xvi) Vimal Sitaram Parkhi; (xvii) Chandrakant Sitaram Parkhi; (xviii) Manda Sitaram Parkhi; (xix) Jayashree Dnyanoba Dhumal; (xx) Hirabai Gulab Parkhi ((ix) to (xx) represented through their constituted attorney Sayyad Mohammad Javed); (xxi) Prashant Gulab Parkhi (for himself and as a Karta of HUF); (xxii) Sandeep Gulab Parkhi; (xxiii) Surekha Gulab Parkhi; (xxiv) Rajashree Sunil Mengale; (xxv) Alka Shantaram Parkhi; (xxvi) Suryakant Shantaram Parkhi; (xxvii) Shankar Shantaram Parkhi; and (xxviii) Sarika Kailash Shitole ((xxi) to (xxviii) represented through their constituted attorney Sayyad Mohammad Javed) alongwith the confirmation of (i) Sunil Balu Parkhi; (ii) Suresh Balu Parkhi and (iii) Shrikisan Premchand Agarwal sold, transferred, conveyed and assigned all their rights, title and interest in respect of the following properties in favour of Dilip



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R. Thakkar represented through his constituted attorney Sayyad Mohammad Javed for the consideration and on the terms and conditions contained therein.

Property	Area
101/1	37 Ares (Share of Shivram and others)
101/3	58 Ares (29 Ares owned by owned by Shivram and others and 29 Ares owned by Eknath and others)
99/1	1 Hectare 3.2 Ares
99/6	24.4 Ares

Mutation Entry No. 6256 dated April 28, 2010, confirms the same.

Observation:

It records that requisite permission of Sub-divisional officer, Maval was obtained for transfer of the property and the aforesaid mutation entry came to be recorded in other rights column.

4. By and under a Sale Deed dated September 26, 2017, registered at Senal No. 12774 of 2017, Dilip Ramanlal Thakkar represented through his constituted attorney S.D. Suburban through his authorized representative Aditya Rao sold, transferred, conveyed and assigned all his rights, title and interest in respect of the following properties in favour of S.D. Suburban represented through its authorized representative Sudhir Wakure for the consideration and on the terms and conditions contained therein:

Property	Area
101/3 (Old 101/1)	161 Ares (Acquired from Eknath, Baban and Shivram)
99/1	154.8 Ares (Acquired from Eknath, Baban and Shivram)

5. By and under Sale Deed dated October 11, 2017 registered at Senal No. 13686 of 2017, Eknath Maruti Parkhi sold, transferred, conveyed and assigned all his rights, title and interest in respect of property bearing Survey No. 101 Hissa No. 3 admeasuring 37 Ares in favour of S.D. Suburban represented through its authorized representative Sudhir Wakure for the consideration and on the terms and conditions contained therein.

Tukaram Tatyaba Parkhi's Share



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1. Mutation Entry No. 2767 dated November 18, 1972, records that Tukaram Tatyaba Parki died on September 30, 1978, leaving behind his legal heirs and representatives as follows:

Daughters: Sakhubai Vithoba Dhumal;
Hausabai Namdeo Shinde; and
Widow: Thakubai Tukaram Parkhi.

The name of Hausabai Namdeo Shinde came to be recorded as Karta and Manager of HUF.

2. Mutation Entry No. 3518 dated July 29, 1986, records that Tukaram Tatyaba Parki died on September 30, 1978 and the name of his legal heirs Hausabai Namdeo Shinde (Karta and Manager of HUF) came to be recorded vide Mutation Entry No. 2767 dated November 18, 1972. However, the properties bearing Survey No. 99 Hissa No. 1, Survey No. 99 Hissa No. 6, Survey No. 101 Hissa No. 1, and Survey No. 101 Hissa No. 3, were not reflected in the Mutation Entry No. 2767 and therefore the same came to be added.
3. Mutation Entry No. 4077 dated March 26, 1995, records that the names of (i) Sakhubai Vithoba Dhumal; (ii) Hausabai Namdeo Shinde; (iii) Thakubai Tukaram Parkhi were recorded vide Mutation Entry no. 2767 and the name of Hausabai Namdeo Shinde came to be recorded as Karta of HUF. It further records that pursuant to application of Sakhubai Vithoba Dhumal, her name came to be recorded in respect of the captioned property and as Thakubai Tukaram Parkhi died on October 28, 1973, her name came to be deleted in respect of the captioned property.
4. Mutation Entry No. 3554 dated May 12, 1987, records that Hausabai Namdeo Shinde obtained a loan from the Maharashtra State Land Development Bank Limited for an amount of Rs.8,500/- (Rupees Eight Thousand Nine Hundred only) and hence an encumbrance of the Bank came to be recorded in respect of the captioned property. It further records that pursuant to the aforesaid the name of the Bank came to be recorded as holder/occupant and the name of Hausabai Namdeo Shinde came to be recorded in other rights column of the captioned property.

Observation:

The aforesaid encumbrance is not appearing on the latest 7/12 extract of the captioned property. However, we haven't perused any Mutation Entry deleting the said encumbrance.

5. Mutation Entry No. 5000 dated January 11, 2002, records that Hausabai Namdeo Shinde obtained a loan from Maan Group Multipurpose Co-operative Society for an amount of

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Rs.2,00,000/- (Rupees Two Lac only) and hence an encumbrance of the Society came to be recorded in respect of the captioned property.

Observation:

The aforesaid encumbrance is not appearing on the latest 7/12 extract of the captioned property. However, we haven't perused any Mutation Entry deleting the said encumbrance.

6. By and under an Agreement for Sale dated April 16, 2009, registered at Serial No. 2258 of 2009, Hausabai Namdeo Shinde agreed to sell, transfer, convey and assign all her right, title and interest in respect of the following properties in favour Parag Shripatrao Mate for the consideration and on the terms and conditions contained therein:

Property	Area
99/1	51.6 Ares
99/6	12.2 Ares
101/3	66 Ares

Observation:

It appears that, pursuant to the order in Special Civil Suit No. 1888 of 2008, the captioned property came to be recorded in the name of Housabai Namdeo Shinde.

It also appears that, the aforesaid transfer was based on the properties post the amalgamation, and hence the aggregate entitlement of 66 Ares has been considered for this transaction.

7. By and under a Sale Deed dated February 18, 2010, registered at Serial No. 1042 of 2010, (i) Hausabai Namdeo Shinde and (ii) Ankush Namdeo Shinde alongwith the confirmation of Nikhil Anand Garg sold, transferred, conveyed and assigned all their right, title and interest in respect of the following properties in favour Parag Shripatrao Mate for the consideration and on the terms and conditions contained therein:

Property	Area
99/1	51.6 Ares
99/6	12.20 Ares
101/3	66 Ares

Mutation Entry No. 6248 dated March 15, 2010, confirms the same

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Observation:

It further records that requisite permission of Sub-divisional officer, Maval was obtained for transfer of the property.

8. By and under a Confirmation Deed dated March 3, 2010, registered at Serial No 1284 of 2010, (i) Ramdas Namdeo Shinde, (ii) Lahu Namdeo Shinde, (iii) Sameer Moreshwar Masulkar, gave their confirmation to the (i) Agreement for Sale dated April 16, 2009, registered at Serial No. 2258 of 2009, and (ii) Sale Deed dated February 18, 2010, registered at Serial No. 1042 of 2010, executed by Hausabai Namdeo Shinde in favour of Parag Shripatrao Mate, for the consideration and on the terms and conditions contained therein.

Observation:

It records, by and under an Agreement for Sale dated August 5, 2008, the owners had agreed to sale the captioned property in favour of Nikhil Anand Garg and Sameer Moreshwar Masulkar, who have accordingly relinquished their rights in respect of the captioned property.

9. By and under an Agreement for Sale Dated February 16, 2013, registered at Serial No. 1345 of 2013, Parag Shripatrao Mate alongwith the confirmation of S.D. Corporation Private Limited represented through its Director Raymond Dastur, represented through his constituted attorney Sayaji Shingare agreed to sale, transfer, convey and assign all his right, title and title in respect of the following properties in favour of S.D. Suburban for the consideration and on the terms and conditions contained therein:

Property	Area
99/1	51.6 Ares
99/6	12.12 Ares
101/3	66 Ares
101/2	1 Hectare 6 Ares

10. By and under a Power of Attorney Dated February 16, 2013, registered at Serial No. 1346 of 2013, Parag Shripatrao Mate appointed S.D. Suburban represented through its authorized representative Aditya Ashok Rao as his constituted attorney in respect of the following properties:

Property	Area
99/1	51.6 Ares
99/6	12.12 Ares

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101/3	66 Ares
101/2	1 Hectare 6 Ares

14. By and under a Sale Deed dated September 26, 2017, registered at Serial No. 12777 of 2017, Parag Shripatrao Mate represented through his constituted attorney S.D. Suburban through his authorized representative Aditya Rao sold, transferred, conveyed and assigned all his right, title and title in respect of the following properties, in favour of S.D. Suburban, represented through its authorized representative Sudhir Wakure for the consideration and on the terms and conditions contained therein:

Property	Area
99/1	51.6 Ares
101/3	66 Ares

Laxman Tatyaba Parkhi's Share

1. Mutation Entry No. 2846 dated July 20, 1974, records that Laxman Tatyaba Parkhi died on May 16, 1973, leaving behind his following behind his legal heirs and representatives as follows:

Sons: Haribhau Laxman Parkhi;
Kisan Laxman Parkhi;
Daughters: Dagdabai Genu Ranavde,
Anjanabai Nandaram Karanjavne;
Manjulabai Dhondabal Ranavde; and
Widow: Sundarabai Laxman Parkhi.

It further records the name of Haribhau Laxman Parkhi came to be recorded as Karta of HUF.

2. Mutation Entry No. 3517 dated July 29, 1986, records that Laxman Tatyaba Parkhi died on May 16, 1973 which is recorded vide Mutation Entry No. 2846 dated July 20, 1974 and the name of Haribhau Laxman Parkhi came to be recorded as Karta. It further records that though the aforesaid mutation entry pertains to the properties bearing Survey No. 99 Hissa No. 1, Survey No. 99 Hissa No. 6, Survey No. 101 Hissa No. 1, and Survey No. 101 Hissa No. 3, the same was not reflected in the Mutation Entry No. 2846.
3. Mutation Entry No. 3553 dated May 12, 1987, records that Haribhau Laxman Parkhi obtained a loan from Maharashtra State Land Development Bank Limited for an amount of Rs. 8000/- (Eight Thousand only) and hence an encumbrance of the Bank came to be recorded in respect of the

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captioned property. It further records that pursuant to the aforesaid the name of the Bank came to be recorded as holder/occupant and the name of Haribhau Laxman Parkhi came to be recorded in other rights column of the captioned property.

Observation:

The aforesaid encumbrance is not appearing on the latest 7/12 extract of the captioned property. However, we haven't perused any Mutation Entry deleting the said encumbrance.

4. Mutation Entry No. 3996 dated January 13, 1994, records that pursuant to the application of Kisan Laxman Parkhi, the name of Haribhau Laxman Parkhi came to be deleted as a Karta and Manager of HUF and the names of Kisan Laxman Parkhi came to be recorded alongwith Haribhau Laxman Parkhi.
5. Mutation Entry No. 4116 dated September 18, 1995, records that Sakhubai Nivruti Parkhi made an application stating therein, her father in law Laxman Tatyaba Parkhi died in the year 1973 and at the relevant time her husband had expired, hence the names of her two sons and three daughters came to be recorded as the legal heirs of Laxman Tatyaba Parkhi. However Laxman Tatyaba Parkhi died leaving him legal heirs and representatives as follows:

Grand Sons: Haribhau Laxman Parkhi,
Kisan Laxman Parkhi;

Grand Daughters: Dagdabai Genu Ranavde;
Anjanabai Nandarn Karanjavne;
Manjulabai Dhondiba Ranavde; and

Daughter in Law: Sakhubai Nivruti Parkhi.

6. Mutation Entry No. 6516 dated July 9, 2012, records that Radhabai *alias* Dagdabai Genba Ranavade died on November 11, 2005, leaving behind her legal heirs and representatives as follows:

Son: Suresh Genba Ranavde;

Daughters: Kamal Dinkar Karanjavne;
Bhagubai Dagdu Jagtap;
Narmada *alias* Nilima Hanumant Balkavde;

Daughter in law: Sumitra *alias* Samindra Sarjerao Ranavde;

Grand Sons: Mahan Sarjerao Ranavde;
HiraMan Sarjerao Ranavde;
Kiran Sarjerao Ranavde; and

Grand Daughter: Sugandha *alias* Sunanda Subhash Dhayvan

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7. By and under a Release Deed dated July 16, 2012, registered at Serial No. 3544 of 2012, (i) Anjanabai Nandaram Karanjavne; (ii) Manjulabai Dhondiba Ranavde; (iii) Dagadabai alias Radhabai Genu Ranavde died through her legal heirs (iv) Kamal Dinkar Karanjavne; (v) Bhagubai Dagdu Jagtap; (vi) Nilima alias Narmada Hanumant Balkavde; (vii) Suresh Genba Ranavde; (viii) Sarjerao Genba Ranavde died through her legal heirs (ix) Sumitra alias Samindra Sarjerao Ranavde; (x) Mohan Sarjerao Ranavde; (xi) Hiranman Sarjerao Ranavde; (xii) Kiran Sarjerao Ranavde; and (xiii) Sugandha alias Samindra Sarjerao Ranavde released their respective rights in respect of the captioned property in favour of Haribhau Laxman Parkhi and Kisan Laxman Parkhi on the terms and conditions contained therein. Mutation Entry No. 6522 dated July 17, 2012, confirms the same.
8. Mutation Entry No. 6872 dated April 11, 2014, records that Kisan Laxman Parkhi obtained a loan from Maan Group Multipurpose Co-operative Society for an amount of Rs. 5,00,000/- (Rupees Five Lacks only) and hence an encumbrance of the Society came to be recorded in respect of the captioned property.

Observation:

It appears that, the aforesaid loan has been repaid and accordingly, Maan Group Multipurpose Co-operative Society has issued No Dues Certificate dated April 3, 2017.

9. By and under a Exchange Deed dated March 30, 2016, registered at Serial No. 3539 of 2016, executed by and between (A)(i) Parag Shripatrao Mate, and (ii) Sayyad Mohammad Javed and (B) (i) Haribhau Laxman Parkhi, for himself and as a Karta and manager of HUF and 13 others, (ii) Kisan alias Krushna Laxman Parkhi, for himself and as a Karta and manager of HUF and 12 others, and (C) S.D. Suburban Development Private Limited, the property bearing Survey No. 101 Hissa No. 2, admeasuring 1 Hectare 29.8 Ares owned by (i) Parag Shripatrao Mate, and (ii) Sayyad Mohammad Javed and the properties bearing (i) Survey No. 99 Hissa No. 1 admeasuring 51.6 Ares, (ii) Survey No. 99 Hissa No. 6 admeasuring 12.2 Ares, and (iii) Survey No. 101 Hissa No. 3 admeasuring 66 Ares, owned by (i) Haribhau Laxman Parkhi, and 13 others, (ii) Kisan alias Krushna Laxman Parkhi and 12 others, were exchanged. Accordingly, the property bearing Survey No. 101 Hissa No. 2, admeasuring 1 Hectare 29.8 Ares came to be recorded in the name of (i) Haribhau Laxman Parkhi, and 13 others, (ii) Kisan alias Krushna Laxman Parkhi and 12 others and the properties bearing (i) Survey No. 99 Hissa No. 1 admeasuring 51.6 Ares, (ii) Survey No. 99 Hissa No. 6 admeasuring 12.2 Ares, and (iii) Survey No. 101 Hissa No. 3 admeasuring 66 Ares came to be recorded in the name of (i) Parag Shripatrao Mate, and (ii) Sayyad Mohammad Javed.

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10. By and under an Agreement for Sale Dated November 17, 2016, registered at Serial No. 10630 of 2016, Parag Shripatrao Mate and Sayyad Mohammad Javed agreed to sell, transfer, convey and assign all his right, title and title in respect of the following properties, in favour of S.D. Suburban, represented through its authorized representative Aditya Ashok Rao for the consideration and on the terms and conditions contained therein:

Property	Area
99/1	51.6 Ares
99/6	12.12 Ares
101/3	66 Ares

11. By and under a Power of Attorney Dated November 17, 2016, registered at Serial No 10631 of 2016, Parag Shripatrao Mate and Sayyad Mohammad Javed appointed S.D. Suburban, represented through its authorized representative Aditya Ashok Rao as their constituted attorney in respect of the following properties:

Property	Area
99/1	51.6 Ares
99/6	12.12 Ares
101/3	66 Ares

12. Mutation Entry No. 7619 dated July 12, 2017, records that, in accordance with the order of Tahsildar dated June 19, 2016, the names of Hari Laxman Parkhi and Kisan Laxman Parkhi in respect of 37 Ares out of the captioned property came to be deleted and the name of Eknath Maruti Parkhi came to be recorded in respect thereof.
17. By and under a Sale Deed dated August 5, 2017, registered at Serial No. 12478 of 2017, Parag Shripatrao Mate and Sayyad Mohammad Javed represented through their constituted attorney S.D. Suburban through his authorized representative Aditya Rao sold, transferred, conveyed and assigned all their right, title and title in respect of the following properties, in favour of S.D. Suburban, represented through its authorized representative Sudhir Wakure for the consideration and on the terms and conditions contained therein:

Property	Area
99/1	51.6 Ares
101/3	66 Ares

Baban Damu Parkhi's Stamp

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1. Mutation Entry No. 3556 dated May 12, 1987, records that Baban Damu Parkhi obtained a loan from the Maharashtra State Land Development Bank Limited for an amount of Rs.8,000/- (Rupees Eight Thousand only) and hence an encumbrance of the Bank came to be recorded in respect of the captioned property. It further records that pursuant to the aforesaid the name of the Bank came to be recorded as holder/occupant and the name of Baban Damu Parkhi came to be recorded in other rights column of the captioned property.
2. Mutation Entry No. 3591 dated June 26, 1987, records that Babanrao Damu Parkhi obtained a loan from Maan Multipurpose Co-operative Society for an amount of Rs.7,000/- (Rupees Seven Thousand only) and hence an encumbrance of the Society came to be recorded in respect of the captioned property.

Observation:

The aforesaid encumbrance is not appearing on the latest 7/12 extract of the captioned property. However, we haven't perused any Mutation Entry deleting the said encumbrance.

3. Mutation Entry No. 4155 dated February 22, 1996, records the deletion of the encumbrance created by Baban Damu Parkhi in favour of Maharashtra State Land Development Bank Limited in respect of the captioned property.
4. By and under an Agreement for Sale dated January 10, 2007, registered at Serial No. 223 of 2007, (i) Baban Damu Parkhi (for himself and as a Karta of HUF); (ii) Arun Baban Parkhi; (iii) Nanda Arun Parkhi; (iv) Akshay Arun Parkhi (minor, represented through his mother and natural guardian Nanda Arun Parkhi); (v) Bharat Baban Parkhi; (vi) Chitra Bharat Parkhi; (vii) Mayur Bharat Parkhi; (viii) Mahesh Bharat Parkhi; (ix) Gauri Bharat Parkhi ((vii), (viii) and (ix), minors, represented through his mother and natural guardian Chitra Bharat Parkhi); (x) Muktabai Daadram Ranavde; (xi) Malubai Ramdas Shinde; (xii) Shantabai Mahadeo Shinde; (xiii) Shakuntala Ankush Sable; (xiv) Pushpa Uttam Ranavde; and (xv) Bhama Ashok Phadke agreed to sell, transfer, convey and assign all their right, title and interest in respect of the following properties in favour of Dilip R. Thakkar represented through his constituted attorney Sayyad Mohammad Javed for the consideration and on the terms and conditions contained therein:

Property	Area
101/3	29 Ares
99/1	51.6 Ares
101/1	37 Ares

Observation

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It appears that, the aforesaid transfer was based on the properties prior to the amalgamation and sub-division, hence the same records the areas as per Old Survey No. 101 Hissa No. 1 and Old Survey No. 101 Hissa No. 3.

5. By and under a Power of Attorney dated January 10, 2007, registered at Serial No. 724 of 2007, (i) Baban Damu Parkhi (for himself and as a Karta of HUF); (ii) Arun Baban Parkhi; (iii) Nanda Arun Parkhi; (iv) Akshay Arun Parkhi (minor, represented through his mother and natural guardian Nanda Arun Parkhi); (v) Bharat Baban Parkhi; (vi) Chitra Bharat Parkhi; (vii) Mayur Bharat Parkhi; (viii) Mahesh Bharat Parkhi; (ix) Gauri Bharat Parkhi ((vii), (viii) and (ix), minors, represented through his mother and natural guardian Chitra Bharat Parkhi); (x) Muktabai Dadaram Ranavde; (xi) Malubai Ramdas Shinde; (xii) Shantabai Mahadeo Shinde; (xiii) Shakuntala Ankush Sable; (xiv) Pushpa Uttam Ranavde; and (xv) Bhama Ashok Phadke appointed Dilip R. Thakkar represented through his constituted attorney Sayyad Mohammad Javed as their constituted attorney in respect of the following properties:

Property	Area
101/3	29 Ares
99/1	51.6 Ares
101/1	37 Ares

6. By and under a Sale Deed dated October 30, 2007, registered at Serial No. 7427 of 2007, (i) Baban Damu Parkhi (for himself and as a Karta of HUF); (ii) Arun Baban Parkhi; (iii) Nanda Arun Parkhi; (iv) Akshay Arun Parkhi (minor, represented through his mother and natural guardian Nanda Arun Parkhi); (v) Bharat Baban Parkhi; (vi) Chitra Bharat Parkhi; (vii) Mayur Bharat Parkhi; (viii) Mahesh Bharat Parkhi; (ix) Gauri Bharat Parkhi ((vii), (viii) and (ix), minors, represented through his mother and natural guardian Chitra Bharat Parkhi); (x) Muktabai Daadram Ranavde; (xi) Malubai Ramdas Shinde; (xii) Shantabai Mahadeo Shinde; (xiii) Shakuntala Ankush Sable; (xiv) Pushpa Uttam Ranavde; and (xv) Bhama Ashok Phadke sold, transferred, conveyed and assigned all their right, title and interest in respect of the properties bearing (i) Survey No. 101 Hissa No. 3 admeasuring 29 Ares; and (ii) Survey No. 99 Hissa No. 1 admeasuring 51.6 Ares; in favour of Dilip R. Thakkar represented through his constituted attorney Sayyad Mohammad Javed for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6257 dated April 28, 2010, confirms the same.
7. By and under Deed of Rectification dated October 17, 2017, Baban Damu Parkhi and others and Dilip Thakkar have rectified the Sale Deed dated October 30, 2007, registered at Serial No. 7427 of 2007 so as to rectify the area of Survey No. 101 Hissa No. 3 to admeasure 66 Ares instead of and in place of 29 Ares as referred to in the Sale Deed dated October 30, 2007.

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Observation:

The aforesaid Deed of Rectification is pending registration

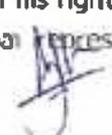
8. By and under an Agreement for Sale, dated January 22, 2013, registered at Serial No. 594 of 2013, Dilip Ramanlal Thakkar along with the confirmation of S.D. Corporation Private Limited sold, transferred, conveyed and assigned all his rights, title and interest in respect of the following properties in favour of S.D. Suburban represented through its authorized representative Aditya A. Rao for the consideration and on the terms and conditions contained therein:

Property	Area
101/1	37 Ares (Acquired from Eknath and others)
101/3	58 Ares (Acquired from Shivram and others and Eknath and others)
101/3	29 Ares (Acquired from Baban and others)
99/1	154.8 Ares

9. By and under a Power of Attorney dated January 22, 2013, registered at Serial No. 595 of 2013, Dilip Ramanlal Thakkar appointed S.D. Suburban represented through its authorized representative Sudhir B. Wakure and Aditya A. Rao in respect of the following properties:

Property	Area
101/1	37 Ares (Acquired from Eknath and others)
101/3	58 Ares (Acquired from Shivram and others and Eknath and others)
101/3	29 Ares (Acquired from Baban and others)
99/1	154.8 Ares

10. The Mutation Entry No. 7421 dated March 5, 2017, records that, the erroneous recording in respect of the Mutation Entry Nos. appearing on 7/12 extract came to be modified/corrected. However, even the said modifications/rectifications appears to be erroneous and the same needs to be corrected.
11. By and under a Sale Deed dated September 26, 2017, registered at Serial No. 12774 of 2017, Dilip Ramanlal Thakkar represented through his constituted attorney S.D. Suburban through his authorized representative Aditya Rao sold, transferred, conveyed and assigned all his rights, title and interest in respect of the following properties in favour of S.D. Suburban represented



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through its authorized representative Sudhir Wakure for the consideration and on the terms and conditions contained therein:

Property	Area
101/3 (CJ 101/1)	161 Ares (Acquired from Eknath, Baban and Shivram)
99/1	154.8 Ares (Acquired from Eknath, Baban and Shivram)

Observation:

The transfer of 37 Ares from the share of Baban shall come into effect only upon registration of the Deed of Rectification dated October 17, 2017.

View:

Subject to the aforesaid and registration of the Deed of Rectification, S.D. Suburban has a clear and marketable title to the Fourth Property.

Fifth Property

Re: All that piece and parcel of land bearing (i) Survey No. 99 Hissa No. 2 admeasuring 64 Ares, (ii) Survey No. 99 Hissa No. 3 admeasuring 78 Ares, (iii) Survey No. 99 Hissa No. 4 admeasuring 81 Ares, situate at Village Maan, Taluka Mulshi, District Pune.

1. Mutation Entry No. 20 dated April 13, 1935, records that pursuant to the 'Fahnibara' the captioned properties came to be recorded in the name of following persons as under:

Property	Name of the Occupant
99/2	Rama Bala Sawant
99/3	Govind Sakharam Sawant
99/4	Laxman Bapu Sawant

2. Mutation Entry No. 952 dated January 21, 1943, records that occupant in respect of the Survey No. 99 Hissa No. 2, Rama Bala Sawant died on September 19, 1941 leaving behind his son Dama Rama Sawant as his only legal heir and representative.

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3. Mutation Entry No.1002 dated February 11, 1949, records that the occupant in respect of the Survey No. 99 Hissa No. 3, Govind Sakharam Sawant died on May 24, 1942, leaving behind his legal heirs and representatives as follows:

Sons: Baban Govind Sawant; and
Moru Govind Sawant (minor, represented through his mother and legal representative Dagdabai Govinda Sawant)

4. Mutation Entry No. 1260 is incomplete.
5. Mutation Entry No. 1360 does not pertain to the captioned property.
6. Mutation Entry No. 1804 dated October 20, 1956, records that, in accordance with the Mumbai Inferior Village Watans Abolition Act, 1958, remark in respect of, *Watan* came to be deleted and regular assessment came to be levied in respect of the captioned properties.
7. Mutation Entry No. 2696 dated December 2, 1970, records the effect of decimal system in the revenue records under the provisions of the Weights and Measurement Act 1958 and Indian Coinage Act 1955.
8. Mutation Entry No. 3440 dated July 18, 1984, records that in accordance with the notification dated August 10, 1976 of the Additional Collector, Pune, the revenue Village Maan came to be divided in two separate villages viz. Maan and Kohirvadi. In view thereof, the survey numbers of the properties were changed as recorded therein. However, the survey number of the captioned property has not changed.

Observation:

On perusal of the Sale Deed dated September 4, 2010, registered at Serial No. 5070 of 2010, it appears, in the year 1950, the captioned properties were recorded in the names of Damu Rama Sawant, Ravji Babu Sawant, Laxman Babu Sawant, Gopal Sakharam Sawant, Baban Govinda Sawant, Amruta Vitlu Bhoir and Namdeo Genu Datir, having 1/7 share each in respect of the captioned properties as follows:

Property	Share of the each owner
99/2	9.14 Ares
99/3	11.14 Ares
99/4	11.57 Ares

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For the sake of convenience, we have set out the title of their respective portions of the property, separately, herein below:

Damu Rama Sawant's Share

1. Mutation Entry No. 4219 dated December 17, 1996, records that Damu Rama Sawant died on August 13, 1993, leaving behind his legal heirs and representatives as follows:

Sons: Kisan Damu Sawant;
Raghunath Damu Sawant;
Vitthal Damu Sawant;
Tanaji Damu Sawant;
Tukaram Damu Sawant;

Daughters: Gangubai Mahadu Bhoir;
Janabai Popat Bhoir;
Draupadabai Anant Mazire; and

Widow: Tanhabal Damu Sawant.

2. Mutation Entry No. 5861 dated January 29, 2007, records the attachment by the revenue authorities for an amount of Rs.40,79,821/- (Rupees Fourty Lac Seventy Nine Thousand Eight Hundred Twenty one only) came to be recorded in respect of the share of Kisan Damu Sawant in the captioned property.

3. Mutation Entry No. 6844 dated February 1, 2014, records that Kisan Damu Sawant died on May 23, 2013, leaving behind her legal heirs and representatives as follows:

Daughter: Reshma Santosh Bhosale;

Grand Son: Ganesh Shivaji Sawant;

Grand Daughters: Jyoti Rahul Sutar;
Swati Sandeep Pingale;
Preeti Umesh Bharekar;

Daughter in Law: Suman Shivaji Sawant; and

Widow: Rangubai Kisan Sawant.

Amruta Vithu Bhoir's Share

1. By and under a Sale Deed dated January 5, 2012, registered at Serial No. 61 of 2012, (i) Balasaheb Baban Sathe, (ii) Gulab Baban Sathe, (iii) Dattatray Baban Sathe, (iv) Venubai Yashwant Murkute, (v) Janabai Sopan Shitole, (vi) Manisha Uttam Takur, sold, transferred,

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conveyed and assigned all their rights, title and interest in respect of the following properties in favour of Uttam Haribau Sawant along with the confirmation of Arafat Papabhai Momina S.D Suburban represented through its authorized representative, Aditya A. Rao for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	1.83 Ares
99/3	2.23 Ares
99/4	2.31 Ares
99/5	4.65 Ares
101/2	4.20 Ares

Observation:

On perusal of the Sale Deed, it appears that, Amruta Vitlu Bhoir died leaving behind his legal heirs, (i) Mahadu Amruta Bhoir, (ii) Dhanaji Amruta Bhoir, (iii) Shahubai Namdeo Datir (wife of Namdeo Genu Datir), (iv) Kalabai Baban Sathe, (v) Chimabai Laxman Matere/Mehetre, having 1/5th share each in the properties owned by Amruta Vitlu Bhoir. However, we haven't perused any mutation entry confirming the same.

One of his legal heirs Kalabai Baban Sathe died leaving behind her legal heirs (i) Balasaheb Baban Sathe, (ii) Gulab Baban Sathe, (iii) Dattatray Baban Sathe, (iv) Venubai Yashwant Murkute, (v) Janabai Sopan Shitole, (vi) Manisha Uttam Tapkir i.e. Vendors herein.

- By and under an Agreement for Sale, dated October 29, 2013, registered at Serial No. 5076 of 2013, Uttam Haribau Sawant along with the confirmation of Arafat Papabhai Momina agreed to sell, transfer, convey and assign all his rights, title and interest in respect of the following properties in favour of S.D. Suburban represented through its authorized representative, Aditya A. Rao for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	1.83 Ares
99/3	2.23 Ares
99/4	2.31 Ares
99/5	4.65 Ares
101/2	4.2 Ares

Observation:

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It records that the Vendor had agreed to sell the aforesaid properties in favour of the confirming party. However, the transaction remained incomplete as he could not pay the agreed consideration, and therefore he has been added as a party to the present document.

It records that the Vendors gave their confirmation to the agreements executed by the other co-owners of the property in favour of Parag Male, and Javed Sayyad.

3. By and under a Power of Attorney, dated October 29, 2013, registered at Serial No. 5077 of 2013, Uttam Haribau Sawant appointed S.D. Suburban represented through its authorized representative, Aditya A. Rao as his constituted attorney, in respect of the following properties:

Property	Area
99/2	1.83 Ares
99/3	2.23 Ares
99/4	2.31 Ares
99/5	4.65 Ares
101/2	4.2 Ares

4. By and under an Indemnity Bond dated October 29, 2013, registered at Serial No. 5078 of 2013, Uttam Haribau Sawant executed indemnity bond in respect of the property in favour of S.D. Suburban.
5. By and under a Sale Deed dated September 26, 2017, registered at Serial No. 12773 of 2017, Uttam Haribau Sawant represented through his constituted attorney S.D. Suburban, through its authorized representative Aditya Rao sold, transferred, conveyed and assigned all his right, title and interest in respect of the following properties in favour of S.D. Suburban represented through its authorized representative, Sudhir B. Wakure for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	1.83 Ares
99/3	2.23 Ares
99/4	2.31 Ares
101/2	4.2 Ares

Damu Rama Sawant and Amruta Vithu Bhoir's share



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1. By and under a Sale Deed dated March 30, 2011, registered at Serial No. 1924 of 2011, (i) Kisan Damu Sawant, (ii) Rangubai Kisan Sawant, (iii) Raghunath Damu Sawant, (iv) Subhadrabai Raghunath Sawant, (v) Lala Raghunath Sawant, (vi) Jijabai Lala Sawant, (vii) Vitthal Damu Sawant, (viii) Muktabai Vitthal Sawant, (ix) Pandurang Vitthal Sawant, (x) Ujjwala Pandurang Sawant, (xi) Sanjay Vitthal Sawant, (xii) Surekha Sanjay Sawant, (xiii) Tanaji Damu Sawant, (xiv) Fulabai Tanaji Sawant, (xv) Dnyaneshwar Tanaji Sawant, (xvi) Sandeep Tanaji Sawant, (xvii) Tukaram Damu Sawant, (xviii) Shakuntala Tukaram Sawant, (xix) Nitin Tukaram Sawant, (xx) Rajashree Tukaram Sawant ((xix) and (xx) minors, represented through their father and legal guardian Tukaram Damu Sawant), (xxi) Gangubai Mahadu Bhoir, (xxii) Janabai Popat Bhoir, (xxiii) Draupadabai Anant Mazire, (xxiv) Dilip Dhanaji Bhoir, (xxv) Shobha Dilip Bhoir, (xxvi) Sonali Dilip Bhoir, (xxvii) Vrushali Dilip Bhoir ((xxvi) and (xxvii) minors, represented through their father and legal guardian Dilip Dhanaji Bhoir), (xxviii) Ankush Dhanaji Bhoir, (xxix) Sangita Ankush Bhoir, (xxx) Sayali Ankush Bhoir, (xxxi) Adesh Ankush Bhoir ((xxx) and (xxx) minors, represented through their father and legal guardian Ankush Dhanaji Bhoir), (xxxii) Rukmini Kaluram Ghogre, (xxxiii) Sunanda Sanjay Bandal, (xxxiv) Anita Hanmant Sutar, (xxxv) Tanhubai Dhanaji Bhoir, (xxxvi) Mahadu Amrula Bhoir, (xxxvii) Gangubai Mahadu Bhoir, (xxxviii) Atmaram Mahadu Bhoir, (xxxix) Nirmala Atmaram Bhoir, (xl) Sudam Mahadu Bhoir, (xli) Yamunabai Sudam Bhoir, (xlii) Vanita Anil *alias* Balasahab Yelvande, (xliii) Keshav Laxman Matere, (xliv) Muktabai Sitaram Kedari, (xlv) Mohanbai Damu Jadhav, (xlvi) Kamal Yashwant More, (xlvii) Janabai Savleram Kedari and (xlviii) Pamabai Laxman Malpote sold, transferred, conveyed and assigned all their right, title and interest, in respect of the following properties in favour of Parag Shripatrao Mate represented through their constituted attorney Sandeep Vitthal Dahibhate, for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	14.64 Ares
99/3	17.84 Ares
99/4	18.52 Ares
99/5	37.27 Ares

Observation:

On perusal of the Sale Deed, it appears that Kisan Damu Sawant and others (Vendors No. 1 to 24) and Dilip Dhanaji Bhoir and others (Vendors No. 25 to 49) sold their respective entitlement in respect of the captioned properties as follows:

Property	Area		Total Area sold
	Kisan Damu Sawant	Dilip Dhanaji Bhoir	

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	and others	and others	
99/2	9.15 Ares	5.49 Ares	14.64 Ares
99/3	11.15 Ares	6.69 Ares	17.84 Ares
99/4	11.57 Ares	6.95 Ares	18.52 Ares

One of the legal heir of Damu Rama Sawant i.e. Tanhabai Damu Sawant had died on December 14, 2010, we have perused the death certificate certifying the same.

It further appears that, one of the legal heir of Amruta Vithu Bhoir i.e. Chimbai Laxman Matere/Mehetre died and her legal heirs have executed the aforesaid Sale Deed.

The Sale Deed also records that, the property is attached by the revenue authorities for an amount of Rs.40,79,821/- (Rupees Fourty Lac Seventy Nine Thousand Eight Hundred Twenty one only) in respect of the share of Kisan Damu Sawant in the captioned property.

Ravji Bapu Sawant's Share

1. Mutation Entry No. 2470 dated December 11, 1966, records that Ravji Bapu Sawant died on August 2, 1965, leaving behind his legal heirs and representatives as follows:

Son: Haribhau Ravji Sawant;
 Daughters: Balabai Rajabhau Parkhi;
 Sulabai Tanaji Satpute; and
 Widow: Housabai Ravji Savant.

Observation:

On perusal of the 7/12 extract, it appears the names of Balabai Rajabhau Parkhi, Sulabai Tanaji Satpute, and Housabai Ravji Savant came to be recorded in other rights column.

2. Mutation Entry No. 3815 dated December 26, 1991, records that Haribhau Ravji Sawant died on November 19, 1991, leaving behind his legal heirs and representatives as follows:

Sons: Parasharam Haribhau Sawant;
 Baban Haribhau Sawant;
 Uttam Haribhau Sawant;
 Daughters: Changunabai Narayan Matere;
 Barkabai Nivruti Phale;
 Widow: Tanubai Haribhau Sawant

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3. Mutation Entry No. 4669 dated July 20, 2000, records that Uttam Haribhau Sawant obtained a loan from Maan Group Multipurpose Co-operative Society for an amount of Rs.1,00,000/- (Rupees One Lac only) and hence an encumbrance of the Society came to be recorded in respect of the captioned property.

Observation:

It appears that, the aforesaid loan has been repaid and accordingly, Maan Group Multipurpose Co-operative Society has issued No Dues Certificate dated April 3, 2017.

4. Mutation Entry No. 75/4 dated May 3, 2017, records the deletion of an encumbrance created in favour of Maan Group Multipurpose Co-operative Society vide Mutation Entry No. 4669.

Laxman Babu Sawant's Share

1. Mutation Entry No. 2002 is unavailable.
2. Mutation Entry No. 3084 dated May 4, 1979, records that pursuant to the application of Nathu Laxman Sawant; Dattu Laxman Sawant; and Haribhau Ravaji Sawant, the names of Dattu Laxman Sawant; and Haribhau Ravaji Sawant alongwith the name of Nathu Laxman Sawant came to be recorded in respect of the captioned property.
3. Mutation Entry No. 5524 dated January 4, 2005, records that Nathu Laxman Sawant died on October 29, 2001, leaving behind his legal heirs and representatives as follows:

Son: Sopan Nathu Sawant;
 Daughters: Sugrabai Bhiva Dhumal;
 Jamnabai Nana Padaighare;
 Muktabai Baban Gavare;
 Leelabai Bhagwan Fad; and
 Widow: Chabubai Nathu Sawant.

Ravji Babu Sawant's and Laxman Babu Sawant's Share

1. By and under a Sale Deed dated September 29, 2010, registered at Serial No. 5589 of 2010, **Dattu Laxman Sawant** died through his legal heirs, (i) **Rajaram Dattu Sawant**; (ii) Anjanabai Rajaram Sawant; (iii) Devidas Rajaram Sawant; (iv) Sunil Rajaram Sawant; (v) Vaishali Devidas Sawant; (vi) Atharv Devidas Sawant; (vii) Anushka Devidas Sawant ((vi) and (vii) minors,

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represented through their father and natural guardian Devidas Rajaram Sawant), (viii) Sunita Sunil Sawant; (ix) Sahil Sunil Sawant (minor, represented through their father and natural guardian Sunil Sawant); (x) Surekha Vijay Padale; (xi) Manisha Balasaheb Vatre; (xii) **Gulab Dattu Sawant**; (xiii) Shobha Gulab Sawant; (xiv) Deepak Gulab Sawant; (xv) Anil Gulab Sawant; (xvi) Vanita Deepak Sawant; (xvii) Arya Deepak Sawant; (xviii) Om Deepak Sawant ((xvii) and (xviii) minors, represented through their father and natural guardian Deepak Sawant); (xix) Vaishali Sunil Thakur; (xx) **Balasaheb Dattu Sawant**; (xxi) Mangal Balasaheb Sawant; (xxii) Ravi Balasaheb Sawant; (xxiii) Alkabar Tukaram Keswad; (xxiv) Bebibal Laxman Padalghare; (xxv) Anusaya Dattu Sawant; (xxvi) **Sopan Nathu Sawant**; (xxvii) Sulabai Sopan Sawant; (xxviii) Dnyaneshwar Sopan Sawant; (xxix) Sujata Dnyaneshwar Sawant; (xxx) Karan Dnyaneshwar Sawant (minor, represented through his father and natural guardian Dnyaneshwar Sawant); (xxxi) Sandeep Sopan Sawant; (xxxii) Deepali Sandeep Sawant; (xxxiii) Krushna Sandeep Sawant (minor, represented through their father and natural guardian Sandeep Sawant); (xxxiv) **Chabubai Nathu Sawant**; (xxxv) Sangita Maruti Shelar; (xxxvi) Mangal Magan Bhoir; (xxxvii) **Sugrabai Bhiva Dhumal**; (xxxviii) **Jamunabai Nana Padalghare**; (xxxix) **Muktabai Baban Gavare**; (xl) **Leelabai Bhagwan Fad**; (xli) **Parasram Haribhau Sawant**; (xlii) Sakhubai Parasram Sawant; (xliii) **Balasaheb Parasram Sawant**; (xliv) Tukaram Parasram Sawant; (xlv) Kamal Balasaheb Sawant; (xlvi) Satish Balasaheb Sawant; (xlvii) Harish Balasaheb Sawant ((xlvii) and (xlviii) minors, represented through their father and natural guardian Balasaheb Sawant); (xlviii) Baydabai Tukaram Sawant; (xlix) Omkar Tukaram Sawant, (xlvix) Ajay Tukaram Sawant ((xlix) and (xlvix) minors, represented through their father and natural guardian Tukaram Sawant); (xlixi) Ranjana Ashok Dahibhate; (xlvii) **Baban Haribhau Sawant**; (xliiii) Bebibai Baban Sawant; (xlviv) Maruti Baban Sawant; (xlvv) Monali Maruti Sawant; (xlvvi) Urmila Santosh Kale; (xlvvii) **Uttam Haribhau Sawant**; (xlvviii) Sitabai Uttam Sawant; (xlvix) Sakharam Uttam Sawant; (xlvx) Kaluram Uttam Sawant; (xlvxi) Dattatray Uttam Sawant; (xlvxii) Usha Sakharam Sawant; (xlvxiii) Neeta Kaluram Sawant; (xlvxiv) **Changunabai Narayan Matere**; (xlvxv) **Barkabai Nivruti Fale**; (xlvxvi) **Sulabai Tanaji Satpute**; (xlvxvii) Mahadeo Rambhau/Rajabhau Parkhi; (xlvxviii) Kailas Rambhau/Rajabhau Parkhi; (xlvxix) Kamlabai Dattatray Sakhare; (xlvxx) Savitrabai Chaburao Ghate; (xlvxxi) Laxmibai Narayan Ghate; (xlvxxii) Subhadrabai Babanrao Karanjavne (Deshmukh); and (xlvxxiii) Nandja Deepak Shinde sold, transferred, conveyed and assigned all their right, title, and interest, in respect of the following properties in favour of Parag Shripatirao Mate represented through his constituted attorney Sandeep Vitthal Dahibhate, for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	18.28 Ares
99/3	22.28 Ares
99/4	23.14 Ares

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99/5	46.56 Ares
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It records, the name of Parag Shripaturao Mate came to be recorded vide Mutation Entry No. 6313 and 6314. The said Mutation entries came to be cancelled. However, the aforesaid transaction came to be recorded vide Mutation Entry No. 6375 dated April 11, 2011.

Observation:

It appears Housabal Ravji Sawant and Tanubai Haribhau Sawant have not executed the aforesaid document. We have been informed that Housabai Ravji Sawant and Tanubai Haribhau Sawant were dead at the time of execution of the aforesaid document.

- By and under a Confirmation Deed dated December 30, 2010, registered at Serial No 7689 of 2010, (i) Sulabai Dagdu Jagtap, (ii) Shantabai Raghunath Ranavde, (iii) Nagesh alias Dnyaneshwar Raghunath Ranavde, (iv) Tukaram Raghunath Ranavde, (v) Muktabai Dadaram Ranavde, (vi) Pushpa alias Zamabal Uttam Ranavde, (vii) Prashant Uttam Ranavde, and (viii) Prajakta Uttam Ranavde gave their confirmation to the (i) Sale Deed dated September 29, 2010, registered at Serial No. 5589 of 2010, and (ii) Sale Deed dated September 29, 2010, registered at Serial No. 5588 of 2010, the executed in favour of Parag Shripaturao Mate, for the consideration and on the terms and conditions contained therein.

Observation:

It records that Laxman Babu Sawant was the co-owner of the properties. The said Laxman Babu Sawant, died leaving behind him his sons and daughter. The name of Nathu Laxman Sawant came to be recorded in respect of the properties as a Karta and manager of HUF. The daughter of Laxman Babu Sawant i.e. Sagunabai Laxman Ranavde died leaving her legal heirs, who have executed the aforesaid document.

- By and under an Agreement for Sale, dated June 12, 2012, registered at Serial No. 2944 of 2012, Parag Mate along with the confirmation of S.D. Corporation Private Limited sold, transferred, conveyed and assigned all his rights, title and interest, in respect of the following properties in favour of S.D. Suburban for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	14.64 Ares (Acquired from Kisan and Amrula's Share)
	+
	18.28 Ares (Acquired from Ravji and Laxman's Share)
99/3	17.84 Ares (Acquired from Kisan and Amrut's Share)

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	+
	22.28 Ares (Acquired from Ravji and Laxman's Share)
99/4	18.52 Ares (Acquired from Kisan and Amrut's Share)
	+
	23.14 Ares (Acquired from Ravji and Laxman's Share)
99/5	37.27 Ares + 46.56 Ares

4. By and under a Power of Attorney dated June 14, 2012, registered at Serial No. 2945 of 2012, Parag Mate appointed S.D. Suburban as his constituted attorney in respect of the following properties:

Property	Area
99/2	18.28 Ares + 14.64 Ares
99/3	22.28 Ares + 17.84 Ares
99/4	23.14 Ares + 18.52 Ares
99/5	46.56 Ares + 37.27 Ares

5. By and under a Sale Deed dated August 5, 2017, registered at Serial No. 12473 of 2017, Parag Shripatrao Mate represented through his constituted attorney S.D. Suburban represented through its authorized representative Aditya Rao sold, transferred, conveyed and assigned all his right, title and interest in respect of the following properties in favour of S.D. Suburban represented through its authorized representative Sudhir Wakure for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	18.28 Ares (Acquired from Ravji and Laxman's Share)
99/3	22.28 Ares (Acquired from Ravji and Laxman's Share)
99/4	23.14 Ares (Acquired from Ravji and Laxman's Share)

6. By and under a Sale Deed dated September 26, 2017, registered at Serial No. 12775 of 2017, Parag Mate represented through his constituted attorney S.D. Suburban through his authorized representative Aditya Rao sold, transferred, conveyed and assigned all his rights, title and interest, in respect of the following properties in favour of S.D. Suburban through its authorized representative Sudhir Wakure for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	14.64 Ares (Acquired from Kisan and Amruta's Share)

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99/3	17.84 Ares (Acquired from Kisan and Amrut's Share)
99/4	18.52 Ares (Acquired from Kisan and Amrut's Share)

Gopal Sakharam Sawant's Share

1. Mutation Entry No. 3254 dated June 12, 1981 records that Gopal Sakharam Sawant died in the year 1974 leaving behind his legal heirs and representatives as follows:

Son: Murlidhar Gopal Sawant;
 Daughters: Champabai Vithoba Balvadkar;
 Venubai Baburao Bhoir; and
 Indubai Yashwant Kedari.

Observation:

On perusal of the 7/12 extract of the relevant year, it appears the names of Venubai Baburao Bhoir, and Indubai Yashwant Kedari came to be recorded in other rights column. However, the name of Champabai Vithoba Balvadkar is not appearing on the 7/12 extract.

2. Mutation Entry No. 3443 dated August 2, 1984, records that Murlidhar Gopal Sawant obtained a loan from Maan Multipurpose Co-operative Society for an amount of Rs.5,000/- (Rupees Five Thousand only) and hence an encumbrance of the Society came to be recorded in respect of the captioned property.

Observation:

The aforesaid mutation entry pertains to the captioned property. However, the same does not appear on 7/12 extract of the captioned property. The aforesaid loan has been repaid and accordingly, Maan Group Multipurpose Co-operative Society has issued No Dues Certificate dated April 3, 2017.

3. Mutation Entry No. 7575 dated May 3, 2017, records the deletion of an encumbrance created in favour of Maan Group Multipurpose Co-operative Society wide Mutation Entry No. 3443.
4. By and under a Sale Deed dated September 4, 2010, registered at Serial No. 5070 of 2010, (i) Murlidhar Gopal Sawant; (ii) Maruti Vithoba Balvadkar; and (iii) Venubai Baluram Bhoir sold, transferred, conveyed and assigned all their right, title, and interest in respect of the following properties in favour of Sayyad Mohammad Javed for the consideration and on the terms and conditions contained there

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Property	Area
99/2	6.87 Ares
99/3	8.36 Ares
99/4	8.69 Ares
99/5	17.47 Ares

Mutation Entry No. 6300 dated October 14, 2010, confirms the same.

Observation:

It records that Champabai Vithoba Balvadkar died leaving behind her only son Maruti Vithoba Balvadkar. It further records that the balance consideration of Rs.23,69,812/- shall be paid to the owners within 5 months and Rs.23,69,813/- within 10 months from the execution of the present document. We have been informed that the balance amount is paid to the owners.

5. By and under a Sale Deed dated September 27, 2010 registered at Serial No. 5533 of 2010, Indubai Yashwant Kedari sold, transferred, conveyed and assigned all her right, title, and interest, in respect of the following properties in favour of Sayyad Mohammad Javed for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	2.28 Ares
99/3	2.79 Ares
99/4	2.89 Ares
99/5	5.82 Ares

Mutation Entry No. 6315 dated November 9, 2010, confirms the same.

6. By and under a Confirmation Deed dated February 8, 2011, registered at Serial No. 862 of 2011, (i) Murlidhar Gopal Sawant; (ii) Maruti Vithoba Balvadkar; (iii) Venubai Baluram Bhoir; and (iv) Indubai Yashwant Kedari gave their confirmation to the (i) Sale Deed dated September 4, 2010, registered at Serial No. 5070 of 2010, and (ii) Sale Deed dated September 27, 2010 registered at Serial No. 5533 of 2010, executed in favour of Sayyad Mohammad Javed, for the consideration and on the terms and conditions contained therein.

Observation

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It records, the owners had executed the Sale Deeds in favour of Sayyad Mohammad Javed and the owners have received the agreed consideration amount

7. By and under a Confirmation Deed dated October 21, 2011, registered at Serial No. 5282 of 2011, (i) Sindhu Maruti More, and (ii) Saraswati Sudam Murhe gave their confirmation to the (i) Sale Deed dated September 4, 2010, registered at Serial No. 5069 of 2010, in respect of the property bearing Survey No. 101 Hissa No. 2 (part), admeasuring 15.75 Ares, and (ii) Sale Deed dated September 4, 2010, registered at Serial No. 5070 of 2010, in respect of the properties bearing (i) Survey No. 99 Hissa No. 2, admeasuring 6.87 Ares; (ii) Survey No. 99 Hissa No. 3, admeasuring 8.36 Ares; (iii) Survey No. 99 Hissa No. 4, admeasuring 8.69 Ares; (iv) Survey No. 99 Hissa No. 5, admeasuring 17.47 Ares, executed in favour of Sayyad Mohammad Javed.

Observation:

It records, (i) Sindhu Maruti More, and (ii) Saraswati Sudam Murhe are the legal heirs of Champabal Vithoba Balvadkar.

8. By and under a Confirmation Deed dated October 21, 2011, registered at Serial No. 5283 of 2011, (i) Murlidhar Gopal Sawant; (ii) Maruti Vithoba Balvadkar; (iii) Venubai Baluram Bhoir; and (iv) Inlubai Yashwant Kedari confirmed the receipt of consideration amount as agreed in the (i) Sale Deed dated September 4, 2010, registered at Serial No. 5069 of 2010, (ii) Sale Deed dated September 4, 2010, registered at Serial No. 5070 of 2010, (iii) Confirmation Deed dated February 8, 2011, registered at Serial No. 862 of 2011, and (iv) Confirmation Deed dated February 8, 2011, registered at Serial No. 863 of 2011, executed in favour of Sayyad Mohammad Javed.

Baban Govinda Sawant's Share

1. By and under a Sale Deed dated October 26, 2010 registered at Serial No. 6149 of 2010, (i) Baban Govinda Sawant (for himself and as a Karta of HUF); (ii) Mathabal Baban Sawant; (iii) Chaban Baban Sawant; (iv) Sahebrao Baban Sawant; (v) Rohidas Baban Sawant; (vi) Kamal Baban Sawant; (vii) Sindhu Sahebrao Sawant; (viii) Anita Rohidas Sawant; (ix) Sunita Gulab Gujar; (x) Krushnabai Laxman Bhoir sold, transferred, conveyed and assigned all their right, title, and interest, in respect of the following properties in favour of Sayyad Mohammad Javed for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	9.14 Ares
99/3	11.14 Ares
99/4	11.57 Ares

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99/5	73.28 Ares
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Mutation Entry No. 6325 dated November 29, 2010, confirms the same.

2. By and under an Agreement for Sale, dated June 12, 2012, registered at Serial No. 2942 of 2012, Sayyad Mohammad Javed along with the confirmation of S.D. Corporation Private Limited and Parag Shripatrao Mate sold, transferred, conveyed and assigned all his rights, title and interest, in respect of the following properties in favour of S.D. Suburban for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	6.87 Ares + 2.28 Ares (Acquired from Gopal's share) + 9.14 Ares (Acquired from Baban's share)
99/3	8.36 Ares + 2.79 Ares (Acquired from Gopal's share) + 11.14 Ares (Acquired from Baban's share)
99/4	8.69 Ares + 2.89 Ares (Acquired from Gopal's share) + 11.57 Ares (Acquired from Baban's share)
99/5	17.47 Ares + 5.82 Ares (Acquired from Gopal's share) + 23.28 Ares (Acquired from Baban's share)

9. By and under a Power of Attorney, dated June 12, 2012, registered at Serial No. 2943 of 2012, Sayyad Mohammad Javed appointed S.D. Suburban as his constituted attorney in respect of the following properties:

Property	Area
99/2	6.87 Ares + 2.28 Ares + 9.14 Ares
99/3	8.36 Ares + 2.79 Ares + 11.14 Ares
99/4	8.69 Ares + 2.89 Ares + 11.57 Ares
99/5	17.47 Ares + 5.82 Ares + 23.28 Ares

10. By and under a Sale Deed dated August 5, 2017, registered at Serial No. 12476 of 2017, Sayyad Mohammad Javed represented through his constituted attorney S.D. Suburban through its authorized representative Aditya A. Rao sold, transferred, conveyed and assigned all his rights, title and interest in respect of the following properties in favour of S.D. Suburban through its

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authorized representative Sudhir Wakure for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	6.87 Ares + 2.28 Ares (Acquired from Gopal's share) + 9.14 Ares (Acquired from Baban's share)
99/3	8.36 Ares + 2.79 Ares (Acquired from Gopal's share) + 11.14 Ares (Acquired from Baban's share)
99/4	8.69 Ares + 2.89 Ares (Acquired from Gopal's share) + 11.57 Ares (Acquired from Baban's share)

Namdeo Genu Datir's Share

Background:

We have been informed that, wife of Namdeo Genu Datir i. e. Shahubai Namdeo Datir was the daughter of Amruta Vithu Bhoir. After the death of Amruta Vithu Bhoir, she became entitled to the Amruta Vithu Bhoir's share in the captioned properties. The said Shahubai Namdeo Datir died, and after her death her legal heirs (who are also the legal heirs of Namdeo Genu Datir's), became entitled in respect of the captioned properties as under:

Property	Amruta Vithu Bhoir's Share	Namdeo Genu Datir's Share	Total Share
99/2	1.82 Ares	9.14 Ares	10.96 Ares
99/3	2.22 Ares	11.14 Ares	13.36 Ares
99/4	2.31 Ares	11.57 Ares	13.88 Ares
101/2	4.20 Ares	21.00 Ares	25.20 Ares

1. Mutation Entry No. 6416 dated July 15, 2011, records that Namdeo Genu Datir died on December 2, 1990, leaving behind his legal heirs and representatives as follows:

Son: Baban Namdeo Datir;
Daughters: Nanda Namdeo Datir;
Fulabai Dattoba Tonde;
Hirabai Baban Bhoir



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Lilabai Morya Darekar;
 Banabai Dnyanoba Bhoir;
 Rakhmabai Mohan Nanekar;
 Grand Sons: Shankar Maruti Datir;
 Grand Daughters: Manda Tukaram Galkwad;
 Ranjana Lahu Yeole;
 Tulsabai Manohar Jadhav;
 Bebibai Balasaheb Balvadkar; and
 Daughter in law: Harnabai Maruti Datir.

2. By and under a Sale Deed dated October 12, 2011, registered at Serial No. 5130 of 2011, (i) Shankar Maruti Datir, (ii) Manda Tukaram Galkwad, (iii) Ranjana Lahu Yeole, (iv) Tulsabai Manohar Jadhav, (v) Bebibai Balasaheb Balvadkar, (vi) Harnabai Maruti Datir, (vii) Baban Namdeo Datir, (viii) Nanda Namdeo Datir; (ix) Lilabai Morya Darekar *alias* Hargude, (x) Bababai Dnyanoba Bhoir, (xi) Rakhmabai Mohan Nanekar (nee Rakhmabai Namdeo Datir), alongwith the confirmation of (i) Kundabai Nandaji Datir, (ii) Pandurang Nandkumar Datir, (iii) Dnyaneshwar Nandkumar Datir, (iv) Mandabai Baban Datir, (v) Tukaram Baban Datir, (vi) Bajrang Baban Datir, and (vii) Jyoti Shankar Datir sold, transferred, conveyed and assigned all their right, title and interest in respect of the following properties in favour of (i) Devidas Rajaram Sawant, (ii) Dnyaneshwar Sopan Sawant, (iii) Maruti Baban Sawant, (iv) Chaban Baban Sawant, (v) Morya Murlidhar Sawant, (vi) Vitthal Damu Sawant, and (vii) Tukaram Damu Sawant for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	8.57 Ares
99/3	10.45 Ares
99/4	10.85 Ares
99/5	21.83 Ares
101/2	19.69 Ares

Mutation Entry No. 6435 dated October 17, 2011, confirms the same.

Observation:

There were total 8 legal heirs of Namdeo genu Datir. However, only 6 legal heirs have executed the above Sale Deed. Therefore, if the actual area is to be calculated based on the devolution, the sellers could have sold only the following area:



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Property	Area
99/2	8.77 Ares
99/3	10.02 Ares
99/4	10.41 Ares

Therefore, excess portion was sold in favour of Devidas Sawant and others. However for the purposes of title, we have considered the area, which the legal heirs could legally sell.

3. By and under an Agreement for Sale, dated September 6, 2013, registered at Serial No. 7184 of 2013, (i) Devidas Rajaram Sawant; (ii) Dyanashwer Sopan Sawant; (iii) Maruti Baban Sawant; (iv) Chaban Baban Sawant; (v) Morya Murlidhar Sawant; (vi) Vitthal Damu Sawant; and (vii) Tukaram Damu Swant agreed to sell, transfer, convey and assign all their rights, title and interest in respect of the following properties in favour of S.D. Suburban represented through its authorized representative Aditya A. Rao, for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	8.57 Ares
99/3	10.45 Ares
99/4	10.85 Ares
99/5	21.83 Ares
101/2	19.69 Ares

Observation:

As stated hereinabove, excess portion was sold in favour of S.D. Suburban. However for the purposes of title, we have considered the area, which the vendors could legally sell.

4. By and under a Power of Attorney dated September 6, 2013, registered at Serial No. 7185 of 2013, (i) Devidas Rajaram Sawant; (ii) Dyanashwer Sopan Sawant; (iii) Maruti Baban Sawant; (iv) Chaban Baban Sawant; (v) Morya Murlidhar Sawant; (vi) Vitthal Damu Sawant; and (vii) Tukaram Damu Sawant appointed S.D. Suburban represented through its authorized representative Aditya A. Rao as their constituted attorney, in respect of the following properties:

Property	Area
99/2	8.57 Ares
99/3	10.45 Ares
99/4	10.85 Ares

Aditya A. Rao

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99/5	21.83 Ares
101/2	19.69 Ares

5. By and under an Indemnity Bond dated September 6, 2013, registered at Serial No. 7186 of 2013, (i) Devidas Rajaram Sawant; (ii) Dyanashwer Sopan Sawant; (iii) Maruti Baban Sawant; (iv) Chaban Baban Sawant; (v) Morya Murlidhar Sawant; (vi) Vitthal Damu Sawant; and (vii) Tukaram Damu Sawant executed indemnity bond in respect of the property in favour of S.D. Suburban.
6. By and under a Sale Deed dated September 26, 2017, registered at Serial No. 12815 of 2017, (i) Devidas Rajaram Sawant; (ii) Dyanashwer Sopan Sawant; (iii) Maruti Baban Sawant; (iv) Chaban Baban Sawant; (v) Morya Murlidhar Sawant; (vi) Vitthal Damu Sawant; and (vii) Tukaram Damu Swant represented through his constituted attorney S.D. Suburban through his authorized representative Aditya Rao sold, transferred, conveyed and assigned all their rights, title and interest in respect of the following properties in favour of S.D. Suburban represented through its authorized representative Sudhir Wakure for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	8.57 Ares
99/3	10.45 Ares
99/4	10.85 Ares
101/2	19.69 Ares

Observation:

As stated hereinabove, excess portion was sold in favour of S.D. Suburban. However for the purposes of title, we have considered the area, which the vendors could legally sell.

7. By and under a Sale Deed dated December 19, 2012, registered at Serial No. 7548 of 2012, Hirabai Baban Bhoir and Jalinder Baban Bhoir sold, transferred, conveyed and assigned all their right, title, and interest in respect of the following properties in favour of Rajendra Pralhad Bhosale and Sachin Macchindra Adhav for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	1.14 Ares
99/3	1.39 Ares

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99/4	1.44 Ares
99/5	2.91 Ares
101/2	3.76 Ares

Mutation Entry No. 6600 dated December 24, 2012, confirms the same.

Observation:

It appears that, Hirabai Baban Bhoir only sold her entitlement from Namdeo Genu Datir's share

8. By and under a Agreement for Sale dated June 10, 2013, registered at Serial No. 4692 of 2013, Rajendra Pralhad Bhosale and Sachin Macchindra Adhav sold, transferred, conveyed and assigned all their right, title, and interest in respect of the following properties in favour of S.D. Suburban represented through its authorised representative Aditya A. Rao for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	1.14 Ares
99/3	1.39 Ares
99/4	1.44 Ares
99/5	2.91 Ares
101/2	3.76 Ares

Mutation Entry No. 6600 dated December 24, 2012, confirms the same.

9. By and under a Power of Attorney dated June 10, 2013, registered at Serial No. 4693 of 2013, Rajendra Pralhad Bhosale and Sachin Macchindra Adhav appointed S.D. Suburban represented through its authorised representative Aditya A. Rao as their constituted attorney, in respect of the following properties:

Property	Area
99/2	1.14 Ares
99/3	1.39 Ares
99/4	1.44 Ares
99/5	2.91 Ares
101/2	3.76 Ares

Observation

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Accordingly, Hirabai Bhoir retained her share in the property devolved to her from Amruta Bhoir and Fulabai Tonde retained her share in the property devolved to her from both Amruta Bhoir and Namdev Datir, in the following manner:

Property	Area retained by Hirabai Bhoir	Area retained by Fulabai Tonde
99/2	0.23 Ares	1.37 Ares
99/3	0.28 Ares	1.68 Ares
99/4	0.29 Ares	1.74 Ares

10. By and under a Sale Deed dated August 5, 2017, registered at Serial No. 12477 of 2017, Rajendra Pralhad Bhosale and Sachin Macchindra Adhav represented through their constituted attorney S.D. Suburban through its authorized representative Aditya Rao sold, transferred, conveyed and assigned all their right, title, and interest in respect of the following properties in favour of S.D. Suburban represented through its authorised representative Sudhir Wakure for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	1.14 Ares
99/3	1.39 Ares
99/4	1.44 Ares
101/2	3.76 Ares

View:

Subject to the aforesaid, the attachment of the revenue department, repayment of the various loans and the right of S.D. Suburban to acquire the same, the various owners set out below have a clear and marketable title to the Fifth Property in the following manner:

Property	Ownership
99/2	<ul style="list-style-type: none"> S.D. Suburban has a clear and marketable title in respect of the portion of the subject property admeasuring 62.39 Ares. Hirabai Bhoir has a clear and marketable title to portion admeasuring 0.23 Ares. Fulabai Tonde has a clear and marketable title to portion admeasuring 1.37 Ares.
99/3	<ul style="list-style-type: none"> S.D. Suburban has a clear and marketable title in respect of the

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	<p>portion of the subject property admeasuring 76.04 Ares.</p> <ul style="list-style-type: none"> Hirabai Bhoir has a clear and marketable title to portion admeasuring 0.28 Ares. Fulabai Tonde has a clear and marketable title to portion admeasuring 1.68 Ares.
99/4	<ul style="list-style-type: none"> S.D. Suburban has a clear and marketable title in respect of the portion of the subject property admeasuring 78.97 Ares. Hirabai Bhoir has a clear and marketable title to portion admeasuring 0.29 Ares. Fulabal Tonde has a clear and marketable title to portion admeasuring 1.74 Ares.

Sixth Property

Re: All that piece and parcel of land bearing Survey No. 101 Hissa No. 2 admeasuring 77.525 Ares out of total property admeasuring 2 Hectares 11 Ares (including 19 Ares *pot kharab*), situate at Village Maan, Taluka Mulshi, District Pune.

1. Mutation Entry No. 20 does not pertain to the captioned property.
2. Mutation Entry No. 466 does not pertain to the captioned property.
3. Mutation Entry No. 952 dated January 21, 1943, records that Rama Bala Sawant died on September 19, 1941 leaving behind his son Damu Rama Sawant as his only legal heir and representative.
4. Mutation Entry No. 3440 dated July 18, 1984, records that in accordance with the notification dated August 10, 1976 of the Additional Collector, Pune, the revenue Village Maan came to be divided in two separate villages viz. Maan and Kohirvadi. In view thereof, the survey numbers of the properties were changed as recorded therein. However, the survey number of the captioned property has not changed.

Observation:

On perusal of the Sale Deed dated September 4, 2010, registered at Serial No. 5069 of 2010, it appears, in the year 1950, the property bearing Survey No. 101 Hissa No. 2 admeasuring 3 Hectares 71 Ares was recorded in the name of (i) Damu Rama Sawant, (ii) Ravji Babu Sawant, (iii) Laxman Babu Sawant, (iv)

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Gopal Sakharam Sawant, (v) Baban Govinda Sawant, (vi) Amruta Vithu Bhoir and (vii) Namdeo Genu Datir, each having an undivided share of 53 Ares therein.

On perusal of Mutation Entry No. 3845 dated July 17, 1992, it appears that, (i) Damu Rama Sawant, (ii) Baban Govinda Sawant, (iii) Dhanaji Amruta Bhoir, (iv) Namdev Genu Datir (since deceased) through his legal heir Nanda Namdev Datir, (v) Murlidhar Gopal Sawant, (vi) Indumati Yashwant Kedari, (vii) Venubai Baburao Bhoir, and (viii) Mahadu Amruta Bhoir (from the undivided share of Damu Rama Sawant, Baban Govinda Sawant, Amruta Vithu Bhoir, Namdev Genu Datir and Gopal Sakharam Sawant) along with the confirmation of (i) Nathu Laxman Sawant, (ii) Hanbhau Ravaji Sawant and (iii) Sulabai Tanhaji Sawant sold an area admeasuring 1 Hectare 60 Ares in favour of Vipradas Menkar and others. Pursuant to the aforesaid Sale Deed, the property bearing Survey No. 101 Hissa No. 2 came to be subdivided as (i) Survey No. 101 Hissa No. 2/1 admeasuring 2 Hectares 11 Arcs and (ii) Survey No. 101 Hissa No. 2/2 admeasuring 1 Hectare 60 Ares. Accordingly, the property bearing (i) Survey No. 101 Hissa No. 2/1, admeasuring 2 Hectares 11 Arcs came to be recorded in the name of original owners (wherein the undivided share of Damu Rama Sawant, Baban Govinda Sawant, Amruta Vithu Bhoir, Namdev Genu Datir and Gopal Sakharam Sawant came to be 21 Ares each and the undivided share of Laxman Bapu Sawant and Ravji Bapu Sawant came to be 53 Ares each) and (ii) Survey No. 101 Hissa No. 2/2, admeasuring 1 Hectare 60 Ares came to be recorded in the name of Vipradas Menkar and others.

In the year 2004, pursuant to the Order of the Taluka Inspector of Land Records dated September 19, 2004 and the Order of the Tehsildar, properties bearing (i) Survey No. 101 Hissa No. 1, (ii) Survey No. 101 Hissa No. 2, and (iii) Survey No. 101 Hissa No. 3, came to be amalgamated and subsequently subdivided in the following manner:

Sr. No.	Survey No.	Area	Name of the owners
1.	Survey No. 101 Hissa No. 1	1 Hectare 60 Ares (including 6 Ares <i>potkharab</i>)	(i) Vipradas Chandrakant Menkar; (ii) Narendra Krushnadas Menkar; (iii) Jitendra Vijaykumar Menkar; (iv) Yogendra Vijaykumar Menkar; (v) Milind Chandrakant Menkar.
2.	Survey No. 101 Hissa No. 2	2 Hectare 11 Ares (including 9 Ares <i>potkharab</i>)	(i) Amruta Vithu Bhoir; (ii) Namdeo Genu Data; (iii) Nathu Laxman Sawant; (iv) Dattu Laxman Sawant; (v) Baban Haribhau Sawant; (vi) Ullam Haribhau Sawant; (vii) Talbai Haribhau Sawant; (viii) Changubai Narayan Matere;

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			(ix) Barkabai Nivruti Kale; (x) Kisan Damu Sawant; (xi) Raghunath Damu Sawant; (xii) Vitthal Damu Sawant; (xiii) Tanaji Damu Sawant; (xiv) Tukaram Damu Sawant; (xv) Gangubai Mahadu Bhoir; and (xvi) Draupadabai Ananta Mazire.
3.	Survey No. 101 Hissa No. 3	3 Hectare 30 Ares (including 14 Ares <i>potkharabi</i>)	(i) Hari Laxman Parkhi; (ii) Hausabai Namdeo Shinde; (iii) Shanubai Shivram Parkhi; (iv) Sitaram Shivram Parkhi; (v) Gulab Shivram Parkhi; (vi) Shantaram Shivram Parkhi; (vii) Prabhakar Shivram Parkhi; (viii) Baban Damu Parkhi; (ix) Eknath Maruti Parkhi; (x) Kisan Laxman Parkhi; (xi) Dagdabai Genu Parkhi; (xii) Anjanabai Anandram Karanjawane; (xiii) Manjulabai Dhondiba Ranawade; (xiv) Sakhubai Vithoba Dhurnal; (xv) Sakhubai Nivruti Parkhi; (xvi) Mahadeo Rajaram Parkhi; (xvii) Kailash Rajaram Parkhi; (xviii) Kamalabai Dattatray Sakhare; (xix) Savitrabai Haburao Ghare; (xx) Laxmihai Narayan Ghare; (xxi) Subhadrabai Baban Karanjawane; (xxii) Nanda Deepak Shinde.

The detailed devolution of the respective families is set out herein below:

Ravji Bapu Sawant's Share



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1. Mutation Entry No. 2470 dated December 11, 1966, records that Ravji Bapu Sawant died on August 7, 1965, leaving behind his legal heirs and representatives as follows:

Son: Harihau Ravji Sawant,
 Daughters: Balabai Rajabhau Parkhi;
 Sulabai Tanaji Satpute; and
 Widow: Housabai Ravji Sawant.

Observation:

On perusal of the 7/12 extract, it appears the names of Balabai Rajabhau Parkhi, Sulabai Tanaji Satpute, and Housabai Ravji Sawant came to be recorded in other rights column.

2. Mutation Entry No. 3815 dated December 26, 1991, records that Haribhau Ravji Sawant died on November 19, 1991, leaving behind his legal heirs and representatives as follows:

Sons: Parasharam Haribhau Sawant;
 Baban Haribhau Sawant;
 Uttam Haribhau Sawant;
 Daughters: Changunabal Narayan Matere;
 Barkabai Nivruti Phale;
 Widow: Tanubai Haribhau Sawant.

3. Mutation Entry No. 4669 dated July 20, 2000, records that Uttam Haribhau Sawant obtained a loan from Maan Group Multipurpose Co-operative Society for an amount of Rs.1,00,000/- (Rupees One Lac only) and hence an encumbrance of the Society came to be recorded in respect of the captioned property.

Observation:

It appears that, the aforesaid loan has been repaid and accordingly, Maan Group Multipurpose Co-operative Society has issued No Dues Certificate dated April 3, 2017.

Laxman Bapu Sawant's Share

1. Mutation Entry No. 2002 is unavailable
2. Mutation Entry No. 5524 dated January 4, 2005, records that Nathu Laxman Sawant died on October 29, 2001, leaving behind his legal heirs and representatives as follows:

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Son: Sopan Nathu Sawant;
 Daughters: Sugrabai Bhiva Dhumal;
 Jarnabai Nana Padalghare,
 Muktabai Baban Gavare;
 Leelabai Bhagwan Fad; and
 Widow: Chabubai Nathu Sawant.

Ravii Babu Sawant's and Laxman Babu Sawant's Share

1. By and under a Sale Deed dated September 29, 2010, registered at Serial No. 5588 of 2010, (i) Rajaram Dattu Sawant; (ii) Anjanabai Rajaram Sawant; (iii) Devidas Rajaram Sawant; (iv) Sunil Rajaram Sawant; (v) Vaishali Devidas Sawant; (vi) Atharv Devidas Sawant; (vii) Anushka Devidas Sawant ((vi) and (vii) minors, represented through their father and legal guardian Devidas Sawant); (viii) Sunita Sunil Sawant; (ix) Sahil Sunil Sawant (minor, represented through his father and legal guardian Sunil Sawant); (x) Surekha Vijay Padale; (xi) Manisha Balasaheb Vatre; (xii) Gulab Dattu Sawant; (xiii) Shobha Gulab Sawant; (xiv) Deepak Gulab Sawant; (xv) Anil Gulab Sawant; (xvi) Vanita Deepak Sawant; (xvii) Arya Deepak Sawant; (xviii) Om Deepak Sawant ((xvii) and (xviii) minors, represented through their father and legal guardian Deepak Sawant); (xix) Vaishali Sunil Thakkar; (xx) Balasaheb Dattu Sawant; (xxi) Mangal Balasaheb Sawant; (xxii) Ravi Balasaheb Sawant; (xxiii) Alkabai Tukaram Keswad; (xxiv) Bebibal Laxman Padalghare; (xxv) Anusaya Dattu Sawant; (xxvi) Sopan Nathu Sawant; (xxvii) Sugrabai Sopan Sawant; (xxviii) Dnyaneshwar Sopan Sawant; (xxix) Sujata Dnyaneshwar Sawant; (xxx) Karan Dnyaneshwar Sawant (minor, represented through his father and legal guardian Dnyaneshwar Sawant); (xxxi) Sandeep Sopan Sawant; (xxxii) Deepali Sandeep Sawant; (xxxiii) Krushna Sandeep Sawant; (xxxiv) Chabubai Nathu Sawant; (xxxv) Sangita Maruti Shelar; (xxxvi) Mangal Magan Bhoir; (xxxvii) Sugrabai Bhiva Dhumal; (xxxviii) Jamunabai Nana Padalghare; (xxxix) Muktabai Baban Gavare; (xl) Leelabai Bhagwan Fad; (xli) Parasram Haribhau Sawant; (xlii) Sakhubai Parasram Sawant; (xliii) Balasaheb Parasram Sawant; (xliv) Tukaram Parasram Sawant; (xlv) Kamal Balasaheb Sawant; (xlvi) Satish Balasaheb Sawant; (xlvii) Harish Balasaheb Sawant ((xlvii) and (xlviii) minors, represented through their father and legal guardian Balasaheb Sawant); (xlviii) Baydabal Tukaram Sawant; (xlix) Omkar Tukaram Sawant; (xli) Ajay Tukaram Sawant ((xli) and (xli) minors, represented through their father and legal guardian Tukaram Sawant); (xli) Ranjana Ashok Dahibhate; (xliii) Baban Haribhau Sawant; (xliiii) Bebibai Baban Sawant; (xliiv) Maruti Baban Sawant; (xliiv) Monali Maruti Sawant; (xliiv) Urmila Santosh Kale; (xliiv) Uttam Haribhau Sawant; (xliiviii) Sitabai Uttam Sawant; (xliix) Sakharam Uttam Sawant; (xliix) Kaluram Uttam Sawant; (xlixi) Dattatray Uttam Sawant; (xliixii) Usha Sakharam Sawant; (xliixiii) Neeta Kaluram Sawant; (xliixiv) Changunabai Narayan Matere; (xliixv) Barkabal Nirvuti Kale/Fale; (xliixvi) Sulabai Tanaji Satpute; (xliixvii) Mahadco Rajaram Parkhi; (xliixviii) Kalas R. Rajaram

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Parkhi; (xlxxix) Kamlabai Dattatray Sakhare; (xlxxx) Savitrabai Chaburao Ghare; (xlxxxi) Laxmibai Narayan Ghate; (xlxxxii) Subhadrabai Babanrao Karanjavne (Deshmukh); and (xlxxxiii) Nanda Deepak Shinde sold, transferred, conveyed and assigned all their right, title, and interest in respect of the property bearing Survey No. 101 Hissa No. 2 (part), admeasuring 1 Hectare 6 Ares in favour of Parag Shripatrao Mate for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6376 dated April 11, 2011, confirms the same.

2. By and under a Confirmation Deed dated December 30, 2010, registered at Serial No. 7689 of 2010, (i) Sulabai Dagdu Jagtap, (ii) Shantabai Raghunath Ranavde, (iii) Nagesh *alias* Dnyaneshwar Raghunath Ranavde, (iv) Tukaram Raghunath Ranavde, (v) Muktabai Dadaram Ranavde, (vi) Pushpa *alias* Zamabai Uttam Ranavde, (vii) Prashant Uttam Ranavde, and (viii) Prajakta Uttam Ranavde gave their confirmation to the (i) Sale Deed dated September 29, 2010, registered at Serial No. 5589 of 2010, in respect of the properties bearing (i) Survey No. 99 Hissa No. 2, admeasuring 18.28 Ares; (ii) Survey No. 99 Hissa No. 3, admeasuring 22.28 Ares; (iii) Survey No. 99 Hissa No. 4, admeasuring 23.14 Ares; and (iv) Survey No. 99 Hissa No. 5, admeasuring 46.56 Ares, and (ii) Sale Deed dated September 29, 2010, registered at Serial No. 5588 of 2010, in respect of the property bearing Survey No. 101 Hissa No. 2 (part), admeasuring 1 Hectare 6 Ares, executed in favour of Parag Shripatrao Mate, for the consideration and on the terms and conditions contained therein.

Observation:

It records that, Laxman Babu Sawant was a co-owner of the properties, who died leaving behind him his sons and daughter. The name of Nathu Laxman Sawant came to be recorded in respect of the properties as a Karta and manager of HUF. The daughter of Laxman Babu Sawant i.e. Sagunabai Laxman Ranavde died leaving her legal heirs, who have executed the aforesaid document.

3. By and under an Agreement for Sale Dated February 16, 2013, registered at Serial No. 1345 of 2013, Parag Shripatrao Mate alongwith the confirmation of S.D. Corporation Private Limited represented through its Director Raymond Dastur, represented through his constituted attorney Sayaji Shingare agreed to sale, transfer, convey and assign all his right, title and title in respect of the following properties in favour of S.D. Suburban for the consideration and on the terms and conditions contained therein:

Property	Area
99/1	51.6 Ares
99/6	12.12 Ares
101/3	65 Ares

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101/2	1 Hectare 6 Ares
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4. By and under a Power of Attorney Dated February 16, 2013, registered at Serial No. 1346 of 2013, Parag Shripatrao Mate appointed S.D. Suburban Development Private Limited represented through its authorized representative Aditya Ashok Rao as his constituted attorney in respect of the following properties:

Property	Area
99/1	51.6 Ares
99/6	12.12 Ares
101/3	66 Ares
101/2	1 Hectare 6 Ares

Damu Rama Sawant's Share

1. Mutation Entry No. 4219 dated December 17, 1996, records that Damu Rama Sawant died on August 13, 1993, leaving behind his legal heirs and representatives as follows:

Sons: Kisan Damu Sawant;
Raghunath Damu Sawant;
Vitthal Damu Sawant;
Tanhaji Damu Sawant;
Tukaram Damu Sawant;

Daughters: Gangubai Mahadu Bhoir;
Janabai Popat Bhoir;
Draupadabai Anant Mazire; and

Widow: Tanhabai Damu Sawant.

2. Mutation Entry No. 5861 dated January 29, 2007, records the attachment by the revenue authorities for an amount of Rs.40,79,821/- (Rupees Forty Lacs Seventy Nine Thousand Eight Hundred Twenty One only) came to be recorded in respect of the share of Kisan Damu Sawant in the captioned property.

Amruta Vithu Bhoir's share

1. By and under a Sale Deed dated January 5, 2012, registered at Serial No. 61 of 2012, (i) Balasaheb Baban Sathe, (ii) Gulab Baban Sathe, (iii) Dattatray Baban Sathe, (iv) Venubai Yashwant Murkute, (v) Janabai Sopan Shitok, (vi) Manisha Ullam Tapkir sold, transferred,

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conveyed and assigned all their rights, title and interest in respect of the following properties in favour of Uttam Haribau Sawant along with the confirmation of Arafat Papabhai Momina and S.D. Suburban represented through its authorized representative, Aditya A. Rao for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	1.83 Ares
99/3	2.23 Ares
99/4	2.31 Ares
99/5	4.65 Ares
101/2	4.20 Ares

Observation:

On perusal of the Sale Deed, it appears that, Amruta Vithu Bhoir died leaving behind his legal heirs, (i) Mahadu Amruta Bhoir, (ii) Dhanaji Amruta Bhoir, (iii) Shahubai Namdeo Datir (wife of Namdeo Genu Datir), (iv) Kalabai Baban Sathe, (v) Chimabai Laxman Matere/Mehetre, having 1/9th share each in the properties owned by Amruta Vithu Bhoir. However, we haven't perused any mutation entry confirming the same.

One of his legal heirs Kalabai Baban Sathe died leaving behind her legal heirs (i) Balasaheb Baban Sathe, (ii) Gulab Baban Sathe, (iii) Dattatray Baban Sathe, (iv) Venubai Yashwant Murkute, (v) Janabai Sopan Shitole, (vi) Manisha Uttam Tapkir i.e. Vendors herein.

2. By and under an Agreement for Sale, dated October 29, 2013, registered at Serial No. 5076 of 2013, Uttam Haribau Sawant along with the confirmation of Arafat Papabhai Momina agreed to sell, transfer, convey and assign all his rights, title and interest in respect of the following properties in favour of S.D. Suburban represented through its authorized representative, Aditya A. Rao for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	1.83 Ares
99/3	2.23 Ares
99/4	2.31 Ares
99/5	4.65 Ares
101/2	4.2 Ares

Observation:

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It records that the Vendor had agreed to sell the aforesaid properties in favour of the confirming party. However, the transaction remained incomplete as he could not pay the agreed consideration, and therefore he has been added as a party to the present document.

It records that the Vendors gave their confirmation to the agreements executed by the other co-owners of the property in favour of Paraj Male and Javed Sayyad.

3. By and under a Power of Attorney, dated October 29, 2013, registered at Serial No. 5077 of 2013, Uttam Haribau Sawant appointed S.D. Suburban represented through its authorized representative, Aditya A. Rao as his constituted attorney, in respect of the following properties:

Property	Area
99/2	1.83 Ares
99/3	2.23 Ares
99/4	2.31 Ares
99/5	4.65 Ares
101/2	4.2 Ares

4. By and under an Indemnity Bond dated October 29, 2013, registered at Serial No. 5078 of 2013, Uttam Haribau Sawant executed indemnity bond in respect of the property in favour of S.D. Suburban.
5. By and under a Sale Deed dated September 26, 2017, registered at Serial No. 12773 of 2017, Uttam Haribau Sawant represented through his constituted attorney S.D. Suburban, through its authorized representative Aditya Rao sold, transferred, conveyed and assigned all his right, title and interest in respect of the following properties in favour of S.D. Suburban represented through its authorized representative, Sudhir B. Wakure for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	1.83 Ares
99/3	2.23 Ares
99/4	2.31 Ares
101/2	4.2 Ares

Damu Rama Sawant and Amruta Vithu Bhoir's Share

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1. By and under a Sale Deed dated March 30, 2011, registered at Serial No. 1923 of 2011, (i) **Kisan Damu Sawant**, (ii) **Rangubai Kisan Sawant**, (iii) **Raghunath Damu Sawant**, (iv) **Subhadrabai Raghunath Sawant**, (v) **Lala Raghunath Sawant**, (vi) **Jijabai Lala Sawant**, (vii) **Vitthal Damu Sawant**, (viii) **Muktabai Vitthal Sawant**, (ix) **Pandurang Vitthal Sawant**, (x) **Ujjwala Pandurang Sawant**, (xi) **Sanjay Vitthal Sawant**, (xii) **Surekha Sanjay Sawant**, (xiii) **Tanaji Damu Sawant**, (xiv) **Fulabai Tanaji Sawant**, (xv) **Dnyaneshwar Tanaji Sawant**, (xvi) **Sandeep Tanaji Sawant**, (xvii) **Tukaram Damu Sawant**, (xviii) **Shakuntala Tukaram Sawant**, (xix) **Nitin Tukaram Sawant**, (xx) **Rajashree Tukaram Sawant** ((xix) and (xx) minors, represented through their father and legal guardian **Tukaram Damu Sawant**), (xxi) **Gangubai Mahadu Bhoir**, (xxii) **Janabai Popat Bhoir**, (xxiii) **Draupadabai Anant Mazire**, (xxiv) **Dilip Dhanaji Bhoir**, (xxv) **Shobha Dilip Bhoir**, (xxvi) **Sonali Dilip Bhoir**, (xxvii) **Vrushali Dilip Bhoir** ((xxvi) and (xxvii) minors, represented through their father and legal guardian **Dilip Dhanaji Bhoir**), (xxviii) **Ankush Dhanaji Bhoir**, (xxix) **Sangita Ankush Bhoir**, (xxx) **Sayali Ankush Bhoir**, (xxxi) **Adesh Ankush Bhoir** ((xxx) and (xxxi) minors, represented through their father and legal guardian **Ankush Dhanaji Bhoir**), (xxxii) **Rukmini Kaluram Ghogre**, (xxxiii) **Sunanda Sanjay Bandal**, (xxxiv) **Anita Hanmant Sutar**, (xxxv) **Tanhubai Dhanaji Bhoir**, (xxxvi) **Mahadu Amruta Bhoir**, (xxxvii) **Gangubai Mahadu Bhoir**, (xxxviii) **Atmaram Mahadu Bhoir**, (xxxix) **Nirmala Atmaram Bhoir**, (xl) **Sudam Mahadu Bhoir**, (xli) **Yamunabai Sudam Bhoir**, (xlii) **Vanita Anil alias Balasaheb Yelvande**, (xliii) **Keshav Laxman Matere**, (xliv) **Muktabai Sitaram Kedari**, (xlv) **Mohanbai Damu Jadhav**, (xlvi) **Kamal Yashwant More**, (xlvii) **Janabai Savleram Kedari** and (xlviii) **Panabai Laxman Malpote** sold, transferred, conveyed and assigned all their right, title and interest in respect of the property bearing Survey No. 101 Hissa No. 2 admeasuring 33.6 Ares, in favour of **Parag Shripatrao Mate** represented through his constituted attorney **Sandeep Vitthal Dahibhale** for the consideration and on the terms and conditions contained therein.

Observation:

One of the legal heir of Damu Rama Sawant i.e. Tanhubai Damu Sawant had died on December 14, 2010 we have perused the death certificate certifying the same.

It records, Kisan Damu Sawant and others (Vendors No. 1 to 24) sold an area admeasuring 21 Ares and Dilip Dhanaji Bhoir and others (Vendors No. 25 to 49) sold an area admeasuring 12.6 Ares, totally admeasuring 33.6 Ares, in respect of the captioned property.

2. By and under Sale Deed dated October 16, 2017 registered at Serial No. 13839 of 2017, **Parag Shripatrao Mate** has sold, transferred, conveyed and assigned all his rights, title and interest in property bearing Survey No. 101 Hissa No. 2 admeasuring 33.6 Ares in favour of **S.D. Suburban** on the terms and conditions more particularly set out therein.



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Gopal Sakharam Sawant's Share

1. Mutation Entry No. 3254 dated June 12, 1981 records that Gopal Sakharam Sawant died in the year 1974 leaving behind his legal heirs and representatives as follows:

Sons: Murlidhar Gopal Sawant;
Daughters: Champabai Vithoba Balvadkar;
Venubai Baburao Bhoir; and
Indubai Yashwant Kedari.

Observation:

On perusal of the 7/12 extract of the relevant year, it appears the names of Venubai Baburao Bhoir and Indubai Yashwant Kedari came to be recorded in other rights column.

2. Mutation Entry No. 3443 dated August 2, 1984, records that Murlidhar Gopal Sawant obtained a loan from Maan Multipurpose Co-operative Society for an amount of Rs.5,000/- (Rupees Five Thousand only) and hence an encumbrance of the Society came to be recorded in respect of the captioned property.

Observation:

The aforesaid loan has been repaid and accordingly, Maan Group Multipurpose Co-operative Society has issued No Dues Certificate dated April 3, 2017.

3. By and under a Sale Deed dated September 4, 2010, registered at Senal No. 5069 of 2010, (i) Murlidhar Gopal Sawant; (ii) Maruti Vithoba Balvadkar; and (iii) Venubai Baburao Bhoir sold, transferred, conveyed and assigned all their right, title, and interest in respect of the property bearing Survey No. 101 Hissa No. 2 (part), admeasuring 15.75 Ares in favour of Sayyad Mohammad Javed for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6311 dated November 9, 2010, confirms the same.

Observation:

On perusal of the Sale Deed, it appears that Champabai Vithoba Balvadkar died leaving behind her only son Maruti Vithoba Balvadkar



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4. By and under a Confirmation Deed dated October 21, 2011, registered at Serial No. 5282 of 2011, (i) Sindhu Maruti More, and (ii) Saraswati Sudam Murhe gave their confirmation to the (i) Sale Deed dated September 4, 2010, registered at Serial No. 5069 of 2010, and (ii) Sale Deed dated September 4, 2010, registered at Serial No. 5070 of 2010, executed in favour of Sayyad Mahammad Javed.

Observation:

It records, (i) Sindhu Maruti More and (ii) Saraswati Sudam Murhe are the legal heirs of Champabai Vithoba Balvadkar.

5. By and under a Sale Deed dated October 7, 2010, registered at Serial No. 5532 of 2010, Indubai Yashwant Kedari sold, transferred, conveyed and assigned all her right, title, and interest in respect of the property bearing Survey No. 101 Hissa No. 2 (part), admeasuring 5.25 Ares in favour of Sayyad Mohammad Javed for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6316 dated November 9, 2010, confirms the same.
6. By and under a Confirmation Deed dated February 8, 2011, registered at Serial No. 863 of 2011, (i) Murlidhar Gopal Sawant; (ii) Maruti Vithoba Balvadkar; (iii) Venubai Baluram Bhoir; and (iv) Indubai Yashwant Kedari gave their confirmation to the (i) Sale Deed dated September 4, 2010, registered at Serial No. 5069 of 2010, and (ii) Sale Deed dated September 27, 2010 registered at Serial No. 5532 of 2010, executed in favour of Sayyad Mohammad Javed, for the consideration and on the terms and conditions contained therein.

Observation:

It records, the owners had executed the Sale Deeds in favour of Sayyad Mohammad Javed and the owners have received the agreed consideration amount, which they have confirmed by the aforesaid Confirmation Deed.

7. By and under a Confirmation Deed dated October 21, 2011, registered at Serial No. 5283 of 2011, (i) Murlidhar Gopal Sawant; (ii) Maruti Vithoba Balvadkar; (iii) Venubai Baluram Bhoir; and (iv) Indubai Yashwant Kedari confirmed the receipt of consideration amount as agreed in the (i) Sale Deed dated September 4, 2010, registered at Serial No. 5069 of 2010, (ii) Sale Deed dated September 4, 2010, registered at Serial No. 5070 of 2010, (iii) Confirmation Deed dated February 8, 2011, registered at Serial No. 862 of 2011, and (iv) Confirmation Deed dated February 8, 2011, registered at Serial No. 863 of 2011, executed in favour of Sayyad Mahammad Javed.

Baban Govinda Sawant's Share



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1. By and under a Sale Deed dated October 26, 2010, registered at Serial No. 6148 of 2010, (i) Baban Govinda Sawant (for himself and as a Karta and manager of HUF), (ii) Mathabai Baban Sawant, (iii) Chaban Baban Sawant, (iv) Kamal Chaban Sawant, (v) Sahebrao Baban Sawant, (vi) Sindhu Sahebrao Sawant, (vii) Rohidas Baban Sawant, (viii) Anita Rohidas Sawant, (ix) Sunita Gulab Gujar, (x) Krushnabai Laxman Bhoir sold, transferred, conveyed and assigned all their rights, title and interest in respect of the property bearing Survey No. 101 Hissa No. 2 (part) measuring 21 Ares in favour of Sayyad Mohammad Javed for the consideration and on the terms and conditions contained therein.
2. By and under an Agreement for Sale, dated July 23, 2013, registered at Serial No. 4044 of 2013, Sayyad Mohammad Javed along with the confirmation of S.D. Corporation Private Limited and Parag Shripatrao Mate agreed to sale, transfer, convey and assign all his rights, title and interest in respect of the following properties and other properties in favour of S.D. Suburban through its representative Aditya A. Rao for the consideration and on the terms and conditions contained therein:

Property	Area
101/2	21 Ares (Acquired from Baban's share)
101/2	5.25 Ares (Acquired from Gopal's share)
101/2	15.75 Ares (Acquired from Gopal's share)

3. By and under a Power of Attorney dated July 23, 2013, registered at Serial No. 4045 of 2013, Sayyad Mohammad Javed appointed S.D. Suburban through its representative Aditya A. Rao as his constituted attorney in respect of the following properties:

Property	Area
101/2	21 Ares (Acquired from Baban's share)
101/2	5.25 Ares (Acquired from Gopal's share)
101/2	15.75 Ares (Acquired from Gopal's share)

4. By and under a Sale Deed dated September 26, 2017, registered at Serial No. 12814 of 2017, Sayyad Mohammad Javed represented through his constituted attorney S.D. Suburban through his authorized representative Aditya Rao sold, transferred, conveyed and assigned all his rights, title and interest in respect of the following properties and other properties in favour of S.D. Suburban through its representative Sudhir Wakure for the consideration and on the terms and conditions contained therein.

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Property	Area
101/2	18.2 Ares

Namdeo Genu Datir's Share

Background:

We have been informed that, wife of Namdeo Genu Datir i. e. Shahubai Namdeo Datir was the daughter of Amruta Vithu Bhoir. After the death of Amruta Vithu Bhoir, she became entitled to the Amruta Vithu Bhoir's share in the captioned properties. The said Shahubai Namdeo Datir died, and after her death her legal heirs (who are also the legal heirs of Namdeo Genu Datir's), became entitled in respect of the captioned properties as under:

Property	Amruta Vithu Bhoir's Share	Namdeo Genu Datir's Share	Total Share
99/2	1.82 Ares	9.14 Ares	10.96 Ares
99/3	2.22 Ares	11.14 Ares	13.36 Ares
99/4	2.31 Ares	11.57 Ares	13.88 Ares
101/2	4.20 Ares	21.00 Ares	25.20 Ares

1. Mutation Entry No. 6416 dated July 15, 2011, records that Namdeo Genu Datir died on December 2, 1990, leaving behind his legal heirs and representatives as follows:

Sons: Baban Namdeo Datir,
Daughters: Nanda Namdeo Datir;
Fulabai Dattoba Tonde;
Hirabai Baban Bhoir;
Lilabai Morya Darekar;
Banabai Dnyanoba Bhoir;
Rakhmabal Mohan Nanekar;
Grand Sons: Shankar Maruti Datir;
Grand Daughters: Manda Tukaram Galkwad;
Ranjana Lahu Yeole;
Tulsabai Manohar Jadhav;
Bebibai Balasaheb Balvadkar; and
Daughter in law: Hamabal Maruti Datir

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2. By and under a Sale Deed dated October 12, 2011, registered at Serial No. 5130 of 2011, (i) Shankar Maruti Datir, (ii) Manda Tukaram Gaikwad, (iii) Ranjana Lahu Yeole, (iv) Tulsabal Manohar Jadhav, (v) Bcbibai Balasaheb Balvadar, (vi) Harnabai Maruti Datir, (vii) Baban Namdeo Datir, (viii) Nanda Namdeo Datir; (ix) Lilabai Morya Darekar *alias* Hargude, (x) Bababai Dnyanoba Bhoir, (xi) Rakhmabai Mohan Nanekar (nee Rakhmabai Namdeo Datir), alongwith the confirmation of (i) Kundabal Nandaji Datir, (ii) Pandurang Nandkumar Datir, (iii) Dnyaneshwar Nandkumar Datir, (iv) Mandabai Baban Datir, (v) Tukaram Baban Datir, (vi) Bajrang Baban Datir, and (vii) Jyoti Shankar Datir sold, transferred, conveyed and assigned all their right, title and interest in respect of the following properties in favour of (i) Devidas Rajaram Sawant, (ii) Dnyaneshwar Sopan Sawant, (iii) Maruti Baban Sawant, (iv) Chaban Baban Sawant, (v) Morya Murlidhar Sawant, (vi) Vitthal Damu Sawant, and (vii) Tukaram Damu Sawant for the consideration and on the terms and conditions contained therein:

Property	Area:
99/2	8.57 Ares
99/3	10.45 Ares
99/4	10.85 Ares
99/5	21.83 Ares
101/2	19.69 Ares

Mutation Entry No. 6435 dated October 17, 2011, confirms the same.

Observation:

There were total 8 legal heirs of Namdeo Genu Datir. However, only 6 legal heirs have executed the above Sale Deed. Therefore, considering the aggregate area as set out in the table aforesaid, the sellers were entitled to 18.9 Ares, however, they have sold 19.69 Ares in favour of Devidas Sawant, which is incorrect. For the purposes of this Memo, we have considered the title only for 18.9 Ares.

3. By and under an Agreement for Sale, dated September 6, 2013, registered at Serial No. 7184 of 2013, (i) Devidas Rajaram Sawant; (ii) Dyanashwer Sopan Sawant; (iii) Maruti Baban Sawant; (iv) Chaban Baban Sawant; (v) Morya Murlidhar Sawant; (vi) Vitthal Damu Sawant; and (vii) Tukaram Damu Swant agreed to sell, transfer, convey and assign all their rights, title and interest in respect of the following properties in favour of S.D. Suburban Development Private Limited represented through its authorized representative Aditya A. Rao, for the consideration and on the terms and conditions contained therein.

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Property	Area
99/2	8.57 Ares
99/3	10.45 Ares
99/4	10.85 Ares
99/5	21.83 Ares
101/2	19.69 Ares

Observation:

For the purposes of this Memo, we have considered the title only for 18.9 Ares, as set out above.

4. By and under a Power of Attorney dated September 6, 2013, registered at Serial No. 7185 of 2013, (i) Devidas Rajaram Sawant; (ii) Dyanashwer Sopan Sawant; (iii) Maruti Baban Sawant; (iv) Chaban Baban Sawant; (v) Morya Murliidhar Sawant; (vi) Vitthal Damu Sawant; and (vii) Tukaram Damu Sawant appointed S.D. Suburban represented through its authorized representative Aditya A. Rao as their constituted attorney in respect of the following properties:

Property	Area
99/2	8.57 Ares
99/3	10.45 Ares
99/4	10.85 Ares
99/5	21.83 Ares
101/2	19.69 Ares

5. By and under an Indemnity Bond dated September 6, 2013, registered at Serial No. 7186 of 2013, (i) Devidas Rajaram Sawant; (ii) Dyanashwer Sopan Sawant; (iii) Maruti Baban Sawant; (iv) Chaban Baban Sawant; (v) Morya Murliidhar Sawant; (vi) Vitthal Damu Sawant; and (vii) Tukaram Damu Sawant executed indemnity bond in respect of the property in favour of S. D. Suburban.
6. By and under a Sale Deed dated September 26, 2017, registered at Serial No. 12815 of 2017, (i) Devidas Rajaram Sawant; (ii) Dyanashwer Sopan Sawant; (iii) Maruti Baban Sawant, (iv) Chaban Baban Sawant; (v) Morya Murliidhar Sawant; (vi) Vitthal Damu Sawant; and (vii) Tukaram Damu Swant represented through his constituted attorney S.D. Suburban through his authorized representative Aditya Rao sold, transfered, conveyed and assigned all their rights, title and interest in respect of the following properties in favour of S.D. Suburban represented through its authorized representative Sudhir Wakure for the consideration and on the terms and conditions contained there

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Property	Area
99/2	8.57 Ares
99/3	10.45 Ares
99/4	10.85 Ares
101/2	19.69 Ares

Observation:

For the purposes of this Memo, we have considered the title only for 18.9 Ares, as set out above.

7. By and under a Sale Deed dated December 19, 2012, registered at Serial No. 7548 of 2012, Hirabai Baban Bhoir and Jalinder Baban Bhoir sold, transferred, conveyed and assigned all their right, title, and interest in respect of the following properties (devolved from their father i.e. 21 Ares) in favour of Rajendra Pralhad Bhosale and Sachin Macchindra Adhav for the consideration and on the terms and conditions contained therein, in respect of the following properties:

Property	Area
99/2	1.14 Ares
99/3	1.39 Ares
99/4	1.44 Ares
99/5	2.91 Ares
101/2	3.76 Ares

Mutation Entry No. 6600 dated December 24, 2012, confirms the same.

Observation:

Considering the aggregate area of the co-owners as set out in the table aforesaid, Hirabai Baban Bhoir was entitled to 2.625 Ares in her father's share, however, she has sold 3.76 Ares in favour of Rajendra Bhosale and Sachin Adhav, which is incorrect. For the purposes of this Memo, we have considered the title only for 2.625 Ares.

8. By and under an Agreement for Sale dated June 10, 2013, registered at Serial No. 4692 of 2013, Rajendra Pralhad Bhosale and Sachin Macchindra Adhav agreed to sell, transfer, convey and assign all their right, title, and interest in respect of the following properties in favour of S.D. Suburban represented through its authorised representative Aditya A. Rao for the consideration and on the terms and conditions contained therein.

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Property	Area
99/2	1.14 Ares
99/3	1.39 Ares
99/4	1.44 Ares
99/5	2.91 Ares
101/2	3.76 Ares

Mutation Entry No. 6600 dated December 24, 2012, confirms the same.

Observation:

For the purposes of this Memo, we have considered title of only 2.625 Ares.

9. By and under a Power of Attorney dated June 10, 2013, registered at Serial No. 4693 of 2013, Rajendra Pralhad Bhosale and Sachin Macchindra Adhav appointed S.D. Suburban represented through its authorised representative Aditya A. Rao as their constituted attorney in respect of the following properties:

Property	Area
99/2	1.14 Ares
99/3	1.39 Ares
99/4	1.44 Ares
99/5	2.91 Ares
101/2	3.76 Ares

Observation:

Accordingly, Fulabai Tonde retained her share in the property devolved to her from both Amruta Bhoir and Namdev Datir, being 3.15 Ares.

10. By and under a Exchange Deed dated March 30, 2016, registered at Serial No. 3539 of 2016, executed by and between (A)(i) Parag Shripatrao Mate, and (ii) Sayyad Mohammad Javed and (B) (i) Haribhau Laxman Parkhi, for himself and as a Karta and manager of HUF and 13 others, (ii) Kisan *alias* Krushna Laxman Parkhi, for himself and as a Karta and manager of HUF and 12 others, and (C) S.D. Suburban, the property bearing Survey No. 101 Hissa No. 2, admeasuring 1 Hectare 29.8 Ares owned by (i) Parag Shripatrao Mate, and (ii) Sayyad Mohammad Javed and the properties bearing (i) Survey No. 99 Hissa No. 1 admeasuring 51.6 Ares, (ii) Survey No. 99 Hissa

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No. 6 admeasuring 12.2 Arcs, and (iii) Survey No. 101 Hissa No. 3 admeasuring 66 Ares, owned by (i) Haribhau Laxman Parkhi, and 13 others, (ii) Kisan *alias* Krushna Laxman Parkhi and 12 others, were exchanged. Accordingly, the property bearing Survey No. 101 Hissa No. 7, admeasuring 1 Hectare 29.8 Ares came to be recorded in the name of (i) Haribhau Laxman Parkhi, and 13 others, (ii) Kisan *alias* Krushna Laxman Parkhi and 12 others and the properties bearing (i) Survey No. 99 Hissa No. 1 admeasuring 51.6 Ares, (ii) Survey No. 99 Hissa No. 6 admeasuring 12.2 Ares, and (iii) Survey No. 101 Hissa No. 3 admeasuring 66 Arcs came to be recorded in the name of (i) Parag Shripatrao Mate, and (ii) Sayyad Mohammad Javed.

Observation:

On perusal of the Deed of Exchange, it appears that Parag Shripatrao Mate and Sayyad Mohammad Javed exchanged the area dealt with by them under Agreements for Sale registered at Serial No. 1345 of 2013 and 4044 of 2013, respectively in favour of S.D. Suburban. Accordingly, 106 Ares held by Parag Shripatrao Mate and 23.8 Ares held by Sayyad Mohammad Javed Survey No. 101 Hissa No. 2 was the subject matter of the Deed of Exchange.

11. Mutation Entry No. 5746 does not pertain to the captioned property.
12. Mutation Entry No. 6276 does not pertain to the captioned property.
13. By and under a Sale Deed dated August 5, 2017, registered at Serial No. 17477 of 2017, Rajendra Pralhad Bhosale and Sachin Macchindra Adhav represented through their consttuted attorney S.D. Suburban through its authorized representative Aditya Rao sold, transferred, conveyed and assigned all their right, title, and interest in respect of the following properties in favour of S.D. Suburban represented through its authorised representative Sudhir Wakure for the consideration and on the terms and conditions contained therein:

Property	Area
99/2	1.14 Ares
99/3	1.39 Ares
99/4	1.44 Ares
101/2	3.76 Ares

Observation:

For the purposes of this Memo, we have considered title of only 2.625

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14. The Mutation Entry No. 7421 dated March 5, 2017, records that, the erroneous recording in respect of the Mutation Entry Nos. appearing on 7/12 extract came to be modified/corrected. However, even the said modifications/rectifications appears to be erroneous and the same needs to be corrected.

View:

Subject to the aforesaid, the attachment/charge of the revenue department (to the extent of Kisan Damu Sawant's share) and repayment of the various loans, the various owners set out below have a clear and marketable title to the Sixth Property in the following manner:

- S.D. Suburban has a clear and marketable title in respect of the portion of the subject property admeasuring 43.925 Ares and subject to the registration of Sale Deed dated October 16, 2017 with respect to a further portion of 33.6 Ares.
- Haribhau Parkhi, Kisan Parkhi and others have a clear and marketable title to portion admeasuring 1 Hectare 29.8 Ares.
- Hirabai Baban Bhoir has a clear and marketable title to portion admeasuring 0.525 Ares.
- Fulabai Tonde has a clear and marketable title to portion admeasuring 3.15 Ares.

Comment:

As recorded hereinabove, S.D. Suburban became entitled to the following properties ("Properties"). The said S.D. Suburban dealt with the said properties in the manner recorded hereinbelow:

Survey No.	Area
98/1	2 Hectares 12 Ares
98/2	2 Hectares 40 Ares
99/1	2 Hectares 58 Ares
99/2	62.39 Ares
99/3	76.04 Ares
99/4	78.97 Ares
101/2	77.525 Ares
101/3	3 Hectares 30 Ares

1. By and under an order of the National Company Law Tribunal, Mumbai Bench, dated September 29, 2017, S.D. Suburban came to be amalgamated with Galina Consultancy Services Private Limited.



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2. By and under a Deed of Conveyance dated December 7, 2017, registered at Serial No. 16611 of 2017, Galina Consultancy Services Private Limited sold, transferred, conveyed and assigned all their rights, title and interest in respect of the Properties in favour of Joyville Shapoorji Housing Private Limited. The Mutation Entry No. 8022 dated September 17, 2018 confirms the same.
3. By and under a Deed of Grant of Right of way dated December 7, 2017, registered at Serial No. 16607 of 2017, Parag S. Male, Sayyad Mohammad Javed and Dilip R. Thacker alongwith the confirmation of Galina Consultancy Services Private Limited granted a right of way in respect of the property bearing Survey No. 32 admeasuring 2,760 square meters, Survey No. 33 (Part) admeasuring 4,657 square meters, Survey No. 42 Hissa No. 1 admeasuring 3,956 square meters, Survey No. 46 admeasuring 34 square meters, Survey No. 47 admeasuring 7,918 square meters in favour of Joyville Shapoorji Housing Private Limited for the purposes of accessing the Properties.
4. By and under a Supplemental Agreement dated December 20, 2018, registered at Serial No. 23281 of 2018, executed between Galina Consultancy Services Private Limited and Joyville Shapoorji Housing Private Limited, the parties confirmed the area sold under the Deed of Conveyance dated December 7, 2017, registered at Serial No. 16611 of 2017. The Mutation Entry No. 8022 dated September 17, 2018 confirms the same. Mutation Entry No. 8081 dated December 20, 2018 confirms the same.
5. By and under an Indenture of Mortgage dated March 30, 2019 registered at Serial No. 1383 of 2019, Joyville Shapoorji Housing Private Limited mortgaged the Properties for a loan of Rs.100,00,00,000/- (Rupees One Hundred Crores only) in favour of Housing Development Finance Corporation Limited ("HDFC").
6. By and under a letter dated January 10, 2020, Housing Development Finance Corporation Limited released its charge over a portion of the Properties admeasuring 56,145.17 square meters (forms part of Amenity Space and road area to be handed over to PMRDA) comprising of (i) Survey No. 98/1 admeasuring 21,200 square meters; (ii) Survey No. 98/2 admeasuring 24,000 square meters; (iii) Survey No. 101/2 admeasuring 7,752 Square Meters and (iv) 101/3 admeasuring 33,000 Square Meters.

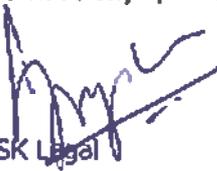
View:

Basis the aforesaid, Joyville Shapoorji Housing Private Limited has (i) a clear and marketable title to the Properties admeasuring 56,145.17 square meters and (ii) a clear and marketable title to the Properties admeasuring 77,347.83 square meters subject to the mortgage of HDFC.

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Our Memo is based on the provisions of applicable law, prevailing at the present time and the facts of the matter, as we understand them to be. Our understanding is based upon and limited to the information provided to us. Any variance of facts or of law may cause a corresponding change in our Memo.

This Memo is addressed to and is solely for your benefit. We would be pleased to discuss the contents of this Memo and provide you with any additional information/clarifications that you may require. In case you have any specific queries relating to this Memo, please do not hesitate to contact us.


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