# JAYAWANT SHIKSHAN PRASARAK MANDAL

# WAGHOLI CAMPUS

# SALE DEED

DOCUMENT NO. 05213

DATE: 18/06/2005

GAT NO. 720/2 (old)

AREA: 16 A 6.0 R

719/2 (New)

8,40,0001-

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Rs 03400001-PB5126 RS LEIGHT Lakh fexisty thousand

For The Cosmos Corop. Bank Ltd.

Authoricad Bignatory

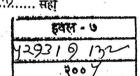
And, Manager

Tia: Jaywant Shikshap programek Mandel

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REGD. No. 3497 AREA MAHARASHTRA

68508





# SALE DEED

This Sale Deed is made and executed at Pune on this 15 th of June 2005

#### BETWEEN

(1)Shri Arjun Shamdas Bhagtani

Age 53 years, Occ - Business

Residing at E-1, Hermes Complex, Dhole Patil Road, Pune 411 001

(2)Shri Suresh Shamdas Bhagtani

Age 38 years, Occ - Business

Residing at A-10, Hermes House, Convent Street, Purie 411001

(3)Shri Lalchand Shamdas Bhagtani

Age 49 years , Occ - Business

Residing at C-12, Komarl-Park, Dhole Patil Road, Pure 411001

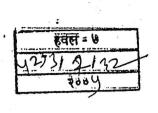
(4)Shri Mithu Bhagwan Israni

Age 58 years , Occ - Business

Residing at Shanti Kunj, Opp.G.P.O. Pune 411001

----- Hereinafter called as VENDORS. (which expression shall mean and include their heirs, executors, administrators, legal representatives etc.).

----- OF THE FIRST PART





AND

JAYAWANT SHIKSHAN PRASARAK MANDAL, a registered educational Trust bearing Trust No. 14907 / 1998 having its office at S. No. 80/3/1, Tathawade, Pune Mumbai Bye-pass Way, Pune 411033 - Through its Founder Secretary - Shri Tanaji Jayawant Sawant, Age 42 years, Occ.- Business, Address - S. No. 80, Tathawade, Pune Mumbai Bye-pass Way, Pune 411 033

----- Hereinafter called the PURCHASER. (which expression shall mean and include their heirs, executors, administrators, legal representatives etc.)

DEEPAK K.

BHOSALE

REGD. No. 3497

AREA

MAHARASU (1)

OF THE SECOND PART

AND

Rajendra Chunilal Gugle

ASS 64 years , Occ - Business

Residing at 5, Nirmal Baug, Parvati, Pune 411009

(2)Mrs. Madhubala Khemu Ankolekar

Age 55 years, Occ - Business

Residing at Atharva Residency, S. No. 116, Plot No.1,

Off. Paud Raod, Kothrud, Pune 411 038

(3)Shri Fulchand Chimanlal Rathod

Age 46, years, Occ - Business

Residing at A/6, Arihant Society, Market Yard Road,

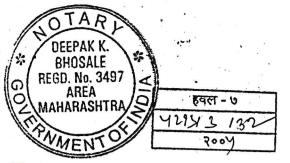
Pune 411 037

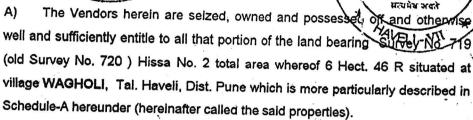
----- Hereinafter called the CONSENTING PARTY (which expression shall mean and include their heirs, executors, administrators, legal representatives etc.)

----- OF THE THIRD PART

Sale Deed of Rs. 2,10,00,000=00

WHEREAS:

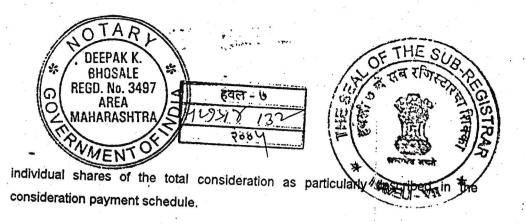




- B) The said property is Self-Acquired property of the Vendors herein. The Vendors herein are the lawful owners of the said property. The said property is standing in the name of Vendors vide Mutation Entry No. 7468 having their entire share which is defined one and having joint possession in the said land. Except the Vendors herein no person have any right, title, interest and/or possession of whatsoever nature in the said properties.
- C) Whereas since the owners / vendors wanted to develop the said land, they entrusted the said land for development purpose with the Consenting Party herein by the development agreements duly registered in the office of Sub-Registrar Havell No. 7. The details of the development agreement as under:

Name of Purported Developers	Date &	Area entrusted
	Registration No.	Hect = R
Mr. Rajendra Chunilal Gugle	1267 / 18-06-1999	01= 07.66
	1268 / 18-06-1999	00 = 54.60
	19-02-1999	00 = 80
Mrs. Madhubala K. Ankolekar	405 / 19-02-1999	00= 80
	406 / 19-02-1999	00 = 80
	407 / 19-02-1999	00 = 86.5
Mr. Fulchand C. Rathod	404 / 19-02-1999	01= 07.66
	: 408 / 19-02-1999	00 = 53

D) The said property then came to be developed in the stages by the Consenting Parties as well as the vendors. The Vendors and Consenting Parties have now agreed to dispose of the said property jointly by apportioning their



- E) WHEREAS the vendors raised a proceeding out of a statement filed on 20<sup>th</sup> March 1999 under section 6(1) of the Urban Land (Celling & Regulation) Act, 1976 for adjudication, verification and determination of excess and described in the schedule hereunder inclusive of other landed properties and the outcome whereof being the order dated 20-5-1999 by the Additional Collector & Competent Authority, Pune Urban Agglomeration, Pune which speaks that the said landed property described in schedule hereunder does not fall within the ambit of Provisions of Urban Land (Ceiling & Regulation) Act and the Hon'ble Competent Authority did not declare any land to be a surplus land. The said order of Competent Authority is annexed herewith.
- AND WHEREAS with such intention both the vendors and developers (Consenting Party) were in search of the proper purchaser. The purchaser herein which is the educational trust were also in search of the landed property required for imparting education to the society through the different colleges being run by the Purchaser herein. The Purchaser got a wind of the desire of the Vendors / Owners herein and so after due negotiations the Purchaser herein agreed to purchase the said property more particularly described in Schedule hereunder for the total sale consideration of Rs. 2,10,00,000=00 (Rs. Two Crores Ton lacs Only). The Vendors have agreed to sell the said landed property to the Purchaser and the Purchaser agreed to purchase the said property or the total sale consideration Rs. 2,10,00,000=00 (Rs. Two Crores Ten lacs Only). The said consideration is divided / apportioned between the vendors and the Consenting Parties as stated in the manner herein. The Vendors and Consenting Party have accepted and received said consideration from Purchaser herein as mentioned below. The Vendors and Consenting Party have transferred all their rights, title and interest in the said property mentioned in Schedule hereunder in favour of the Purchaser hereto. And as such the parties hereto are executing this present. The said amount is distributed among all the Vendors and developers as per their compromise.

NOW, THEREFORE, THIS PRESENT WITNESSETH AS UNDER:

#### 1. CONSIDERATION:

In pursuance of this presents the Vendors and the developers i.e. Consenting Party have been paid the consideration of Rs. 2,10,00,000=00 (Rs. Two Crores & ten lacs Only) towards the said property by the Purchaser as per his request in the name of or in the hands of the Vendors under/by the following way:-

The Vendors have received the following consideration from the Purchasers:

Rs. 49,50,000=0 paid to the Vendor .No. 1 by Purchaser Trust by cheques.

(particulars whereof mentioned in separate Vouchers).

Rs. 49,50,000=00 Paid to the Vendor No. 2 by Purchaser-Trust by Cheques (particulars whereof mentioned in separate Vouchers).

Rs. 49,50,000=00 Paid to the Vendor No. 3 by Purchaser Trust by cheques (particulars whereof mentioned in separate Vouchers).

Rs. 07,00,000=00 Paid to the Vendor No. 4 by Purchaser Trust by cheques (particulars whereof mentioned in separate Vouchers)

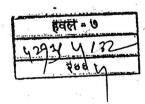
Rs. 1,55,50,000=00 Total Rs. One Cr. Fifty-five lac Fifty thousand only

The receipt of the total consideration of Rs. 1,55,50,000=00 (Rs. One Cr. Fifty-five lac fifty thousand only) paid to the Vendors Nos. 1 to 4 as above by the Purchaser and the Vendors do hereby accept, admit and acknowledge of and from the same and every part thereof forever acquit, release and discharge to the Purchaser herein.

The Consenting Party have received the following consideration from the Purchasers:

Rs. 07,60,000=0 paid to the Consenting Party No. 1 by Purchaser-Trust by Cheques / Pay Order. (particulars whereof mentioned in separate Vouchers).





DEEPAK K.

BHOSALE
REGD. No. 3497
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MAHARASHTRA

Rs. 33,50,000=0

paid to the Seasonting Party 2 by Purchaser-Trust by Pay order . (particulars whereof mentioned in separate Vouchers).

Rs. 13,40,000=0

paid to the Consenting Party 3 by Purchaser-Trust by Cheques / Pay order. (particulars whereof mentioned in separate Vouchers).

Rs. 54,50,000=00

Total Rs. Fifty four lac Fifty thousand only

The receipt of the total consideration of Rs. 54,50,000=00 (Rs. Fifty four lac Fifty thousand only) paid to the Consenting Party 1 to 3 as above by the Purchaser and the Consenting Party Nos. 1 to 4 do hereby accept, admit and acknowledge of and from the same and every part thereof forever acquit, release and discharge to the Purchaser herein. The Vendors and Consenting Party both have received total consideration of Rs. 2,10,00,000=00 (Rs. Two Cr. Ten lac only) from the purchaser. The Vendors and Consenting Party have no complaints regarding the apportionment of the aforesaid appointment at the said properties.

Purchaser by this Present.

## 2. MARKETABLE TITLE

The Vendors herein declares that, they have good matterable title for respect of the said property and free from all encumbrances charges or loans of whatsoever nature and the same are their self-acquired property and no other persons other than the Vendors harein have any right, title and interest of whatsoever nature in or towards the said land/properties. The said property or any part thereof is not subject matter of any acquisition, requisition, or reservation and the Vendors person has not received any Notice of acculation, requisition, or reservation from the state or cantral Government or any other authority. The Vendors herein a tree declares that, they have not agreed to sell lease, gift or otherwise dispess as the property to any other person except agreed to sell to the Purchaser herein.



of acquisition requisition or acquisition are also satisfied himself of the documents supplied to it

subject matter of dispersion at the purchaser nature, of acquisition requisition reservation of whatsoever nature. The Purchaser herein has also satisfied himself-in respect of the said Marketable title on the basis of the documents supplied to it by the Vendors. The Search and Title Report issued by Advocate Mr. Vitthalrao N. Dhekale dated 16-10-2003 is annexture herewith.

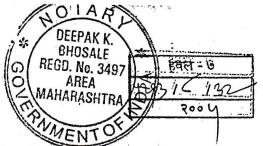
#### 3. TENURE

The Vendor herein assure to the Purchaser that the said property is under agricultural use but as per the present development plan the said property are shown in Residential Zone. The Purchaser herein verified the aforesaid facts and satisfied himself/herself /themselves accordingly. The Zone certificate is the annexture herewith

## 4. CONVEYANCE OF THE SAID PROPERT BY VENDORS

In pursuance of the consideration paid by the Purchaser to the Vendors in respect of the said properties, the Vendors herein does hereby release, grant, convey, sell, assign and assure unto the Purchaser herein forever all these said property which are more particularly described in the Schedule written hereunder along with the right to use the internal road (consideration of the same along with development charges has to be borne by the Purchaser separately) TO HAVE AND TO HOLD the same unto and to the use of the Purchaser absolutely and forever.

The Consenting Parties herein declare that there has been no Power of Attorney executed by the Vendors in favour of any of the Consenting Parties for any of the ects, deeds, things, functions transactions of whatsoever nature and character referred to in the respective development agreements and as such none of the Consenting Parties was in a position to create any third party interest right and encumbrance of whatsoever nature in respect of the said property. The and the Vendons herein declare that they have not created any liability of



whatsoever nature in respect of the said property. The Vendorstand the Consenting Parties further declare that none of the consenting parties has any right title or interest of whatsoever nature to transfer to the Purchaser nor any type of act, omission or encumbrance in respect of the said property to indemnify against. The consenting parties herein declare that with receipt of their share of consideration as stated in consideration – payment schedule, they have no claims whatsoever with reference to the respective development agreements and only the Vendors have rights to convey, covenant, indemnify, deliver and otherwise deal with the Purchaser in respect of the said property in whatsoever manner.

### 6. GENERAL CONVEYANCE

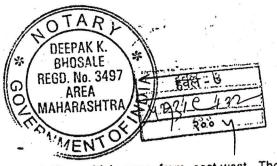
The Vendors do hereby grant, assign, release, convey, and assure unto the Purchaser forever all these said property together with water, water courses plants, light, liberties, privileges, easements, profits, advantages, rights, whatsoever to the said property or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now or at any time heretobefore usually hold, used, occupied or enjoyed therewith or reputed or known as part or members to belong or to be appurtenant thereto and also together with all the deeds, document writings, vouchers and other evidence of title relating to the said piece or parcel of land or ground hereditaments and premises or any part thereof.

### 7. CONVEYANCE TOGETHER WITH ALL ESTATES ETC.

The Vendors hereby grants, conveys, releases and assures and confirm in favour of the Purchaser the said property together with all estate, right, title and interest, property claim and demand whatsoever at law and in equity of the Vendors in and to the said property hereditaments and premises and every part, thereof hereby conveyed.

# 8. COVENANT WITH REGARD TO USE OF THE ROAD AND EASEMENTARY RIGHT THERETO

The vendors declares that on or towards southern side of the said land described in the schedule written hereunder is shown 18 meter wide road in



...



Regional Plan which runs from east-west. The said 18 Regional plan starts from Gat No. 661 and ends at Gat No. 737 and 739. The purchaser is well entitled to use the said road and further entitled to surrender the earmarked portion of the said land for the Road purpose and to use FSI / TDR against the surrender. The FSI / TDR to be granted due to such surrender of the land for the said road purpose shall be absolutely owned by and belonged to the Purchaser and the Purchaser shall be well entitled to seized and possessed of the said FSI / TDR to be granted by the Competent Authority. The vendors and the persons other than the vendors shall have no concern on / upon i over / in the said land to be surrender for the Road particularly earmarked in Regional Plan And they shall have no concern on / upon / over / in the FSI and / or TDR granted or caused to be granted due to such surrender, likewise they shall not be entitled to any benefit of the said land earmarked for the Road in Regional Plan AND FURTHER towards northern side of the said land there is one ROAD being 15 meter wide running north-south starts from Pune Nagar Highway and ends at the land described in the schedule written hereunder. The said 15 meter wide road is a internal road of Radheshwari Nagar II Co-op. Housing Society mainly comprising in Gat No. 734 (old), 721 (old), and 722 (old). And Whereas the Vendors have tied up by agreement dated 8th December 2005 with the Chief Promoter of the said Housing Society whereby the said Society has allowed the Vendors to use the said internal road of 15 meter wide approaching to the land described in the schedule written hereunder at and for the consideration as stipulated in the said agreement and the said society has granted the easementary rights to the Vendors who have been indemnified against any claims or obstructions by the Society in future. The Purchaser has gone through the said Agreement. The Vendors hereby assign the rights / easementary rights acquired by them in respect of the said internal road being the direct access to the said land described in the schedule hereunder from the Pune Nagar Highway unto / in favour of the purchaser AND the purchaser hereinafter is / shall be entitled to use the said easementary rights i.e to use the said road. The terms and conditions of the said Agreement dated 8-12-<del>2003</del> which were binding on the Vendors are in the samewise binding on the Purchasers hereinafter. The vendor shall have no objection to use the said internal road of 15 meter wide by the Purchaser for the DEEPAK K.

BHOSALE
REGD. No. 3497

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MAHARASHTRA

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ACCess to the land aescribed in the Schedule hereunder. As an Londons are having other land surrounding the said land, they are artitle to use the said land and to enjoy the benefit of the Agreement dated 8th Dec. 2003 ARD FURHER the

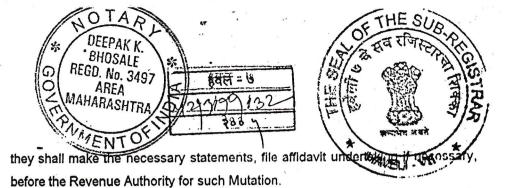
having other land surrounding the said land, they are antitle to use the said load and to enjoy the benefit of the Agreement dated 8th Dec. 2003. The FURHER the Vendors hereby confirms that they have no objection to earmark the said 15 meter wide road as the road of Vahlvat by the Purchaser for the sanction of its Building Plan.

# 9. PURCHASER'S RIGHT TO HAVE AND HOLD THE SAID PROPERTIES

Hereinafter the Purchaser has a right to have and to hold all and singular the said land - property, hereditaments and all other appurtenances and thereto hereby granted, released, conveyed and assured or expressed so to be with its appurtenances unto and to the use of the Purchaser its heirs, executors, administrators, assigns forever hereinafter.

#### 10, COVENANTS OF THE VENDORS

The Vendors does hereby assure, declare and covenant with the Purchaser that, the Vendors have absolute authority and right, title and interest in the said land and absolute right to sell, convey release and grant the said property in favour of the Purchaser herein. The Vendors herein or any person or persons lawfully or ably claiming, by, from, through, under or in trust for the Vendors have not committed, omitted or knowingly or willingly suffered to the contrary any acts, deeds, matters or things whatsoever obstruct the right of the Vendors to convey, grant, sell, and said property in favour of the Purchaser herein. The Vendors hereby assure declare and convey that, the Vendors have paid all the rates, taxes, assessments, dues, duties and charges cesses, including property hereby conveyed and further covenants with if any dues in respect thereof hereinafter transpires the Vendors herein shall immediately pay in the concerned Government Offices and the receipt thereof shall be handed over to the Purchasers. The vendors further assures that after registration of this Sale Deed, the vendors shall make every efforts to delete their names from the Revenue Record and enter the names of the Purchases in the Revenue Record. The Vendors further covenant with the Purchaser that the name of the Purchaser shall be mutated in the Revenue Record without any delay but in reasonable time and



#### 11. PURCHASER'S COVENANTS

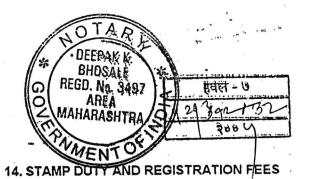
The Purchaser hereinafter shall pay all taxes, assessment, dues, N.A. cesses, property-tax etc. payable to the State or Central Government in respect of the said properties.

#### 12. DELIVERY OF POSSESSION

The Vendors herein on or about execution of these present handed over the vacant and peaceful possession of the said land-property to the Purchaser herein. The Purchaser herein declares that it has received the vacant and peaceful possession of the said land-property and have no complaint of whatsoever nature regarding the delivery of possession. The Purchaser is entitle to put a fencing or compound wall to the said land-property and to fix the board showing the purchaser's title in the said land-property. The Purchaser is further entitle to have a use of the said land as per its requirement. If any sort of objection regarding the Purchaser's possession of the said land arose while fencing or constructing a compound wall or anytime in future, the Vendors herein shall sort out the said objection at their own cost and shall give the Purchaser clean and clear possession of the said land.

### 13. INDEMNITY OF THE VENDORS

The Vendors their executors, administrators, legal heirs do, and shall from time to time and at all times hereafter save harmless and kecp indemnified the purchaser its executors, administrators, legal representatives and assignees from and against all actions, losses, costs, charges, expenses, claims and demands whatsoever, in respect of the said land described in the schedule hereunder, to be caused to the Purchaser. The vendors shall indemnify and keep indemnified the Purchasers on account of any loss or damage or defect in the title deeds of the said land and with regard to easementary rights of the 15 meter road as contemplated in para (6) above and further in respect of the marketability of the said land.





As agreed between the parties hereto all the expenses towards the stamp duty, registration fees and the incidental charges thereto shall be borne and paid by the Purchaser herein alone. The Vendors shall not contribute towards the aforesaid expenses under whatsoever ground. The stamp duty is paid on

### SCHEDULE

All that piece and parcel of the property / land situated at village Wagholi. Taluka Haveli, District Pune, within the Sub-Registration, Haveli No. VII and within the limit of Grampanchayat Wagholi bearing Gat No. (New) 719 / (Old) 720 HIssa No. 2 total area admeasuring 6 Hector 46 R assessed at Rs. 5=62 and which is bounded by as under:

East : Gat No. 737

South: 18 Meter R. P. Road and Gat No. 701 to 708

West : Part Gat No. 719 (new) Hissa No. 1

North: Gat No. 721 (old), and 15 meter wide road of Vahivat /

having easementary right as contemplated in para (6) above.

Along with all easemantory rights including standing trees etc.

(hereinbefore referred to as the said "PROPERTY")

Purchased Total Extent 6 Hector 46 R.

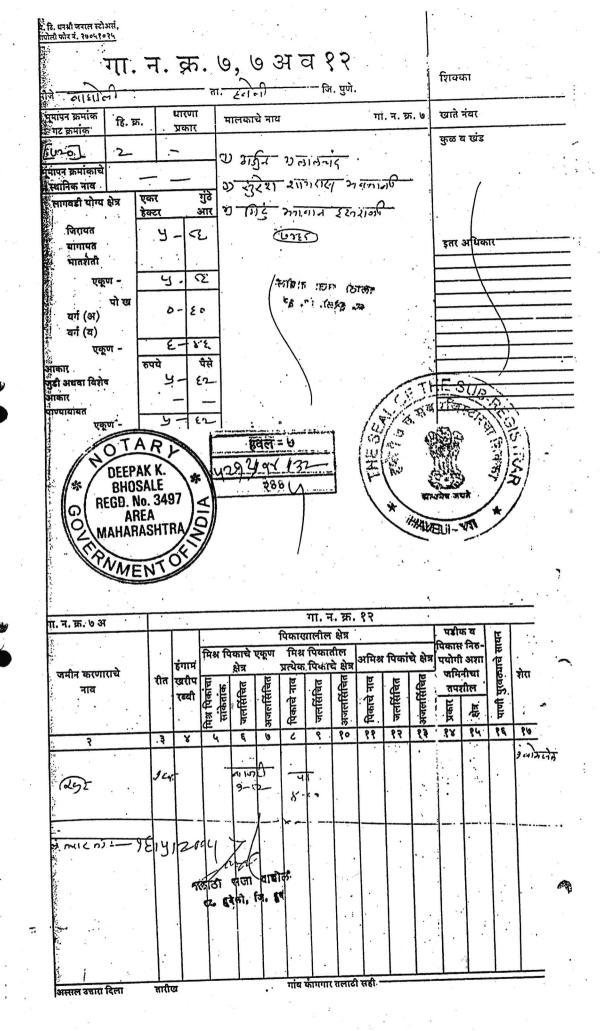
In witness whereof the parties hereto have signed, sealed and delivered unto each other this Sale Deed on the date hereinbefore mentioned.

Witness:

Purchase price.

Vendor No. 1 Arjun S. Bhagtani

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Address :	Vendor No. 2 Suresh S. Bhagtani
	Vendor No. 3 Laichand S. Bhagtani
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Name : Niray Gugal	e Vendor No. 4 Mithu B. Israni
5, Nirmal bo	1 U M .
Parvedt, Pun	1. Klingale c-9. Consenting Party No. 1 Rajendra C. Gugle
DEEPAK K.	2. रो मधुवाला कोंको लेक २
# BHOSALE \*\	Consenting Party No. 2 Mrs. Madhubala K. Ankolekar
G REGD. No. 3497	· 3. Felchand (-Ram)
MAHARASHTRA S	Consenting Party No. 3 Fulchand C. Rathod
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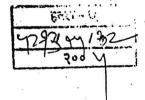
In the court of Shri Bhaskar S.Munde, Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune.

Shri Arjun Bhagtani and others land to the return files 1942, Dr. Saldhana Street, ... ce croduced on a Declarant

# metaperal to the agreement anatomic

This is a proceeding arising out of a statement filed on 20th March, 1999 u/s 5(1) of the Urban Land (Ceiling and Regulation) Act. 1976 (hereinafter referred to as 'the said Act') by the declarant for adjudication, verification and determination of excess lands. The lands which are subject matters of the statement are as follows:

		<u>Village</u>	Survey No.	Area	in Heat.
	OTARI	Wagholi	737/A		03.12
*	DEEPAK K. BHOSALE	-"-	S.No.134 Gat No.737/B		03.84
ว(  เ	REGD. No. 349	-"- a	S.No.134 Gat No.2387	i	01.45
	· · · · · · · · · · · · · · · · · · ·	_"_	S.No.303/1C Gat No.720	. x	11.72
	MAHAHASITTO	-"-	S.No.104 Gat No.144		04.25
		Kondhava'Bk'	S.No.65/A/2/5 S.No.66/2 S.No.28/2		0.40
		Undari -"-	S.No.57/1/3/1 S.No.57/1/3/2		0.68
I		Pisoli	S.No.2/3		0.27



S.No.38

The case was fixed for hearing on 22.04.1999. The declarants have submitted their written statement of arguments on that day. I have perused the written arguments submitted by the declarants, the return filed by the declarants and other evidence produced on record. The declarants have contended in the written statement of arguments that the provisions of the Act are not applicable to the lands in question, in view of the decision delivered by the Hon'ble Supreme Court of India in Atia Mohammadi Begum V/s State of Uttar Pradesh ((1993) 2, Supreme Court Cases SCC-546)). above cited decision the Hon'ble Supreme Court of India has frozen the applicability of the Master Plan to the date of commencement of the Act i.e. 17.02.1976. In view of the said decision, all lands which were in agricultural zone on the date of commencement of the Act cannot be termed as vacant lands, by subsequent changes in the Master Plan. The definition of the vacant land as per the provisions of the Act is provided in Section 2(q) of the Act. As per the definition, the 'Vacant Land', means land not being mainly used for the purpose of agriculture in an urban agglomeration, but does not include lands on which construction of a building is not permissible under the building regulations inforce. Since the lands were in the agricultural zone at the time of commencement of the Act the provisions of the Act are not attracted to these lands which are subject matter of the statement.

declare them as non-surplus holders by giving benefits of the judgment delivered by the Hon ble surreme Court of India in Atia Mohammadi Begum V/s U



((1993) 2. Supreme Court Cases SCC-546)).

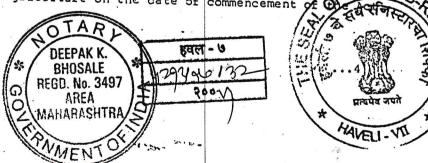
I have carefully gone through the casepapers placed before me, the written notes of arguments and the Zone Certificates issued under No.ULC/Ka-3/Zone Certificate/Wagholi, Kondhava 'Bk', Pisoli, Kondhava 'Bk', Fisoli, Undari, ct.05.04.1999 by the Town Planner of this office regarding position of lands in question as on 17.02.1976.

The main contention of the declarants is to give them benefit of the judgment of Hon'ble Supreme Court in Atia Monammadi Begum V/c Uttar Pradesh State ((1993) 2, Supreme Court Cases SCC-546))and to declare them as not holding excess land.

The perusal of the zone certificate issued by the Town Planner of this office shows that the lands
in question were in agricultural zones on 17.02.1976.

Perusal of VRI/XII extracts also shows that the lands
were mainly used for the purpose of agriculture at the
time of commencement of the Act. So there is no doubt
regarding the use of land at the time/of the Act.

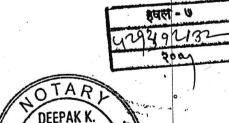
The definition of the 'Vacant Land' as provided in Section 2(q) of the Act reads that 'Vacant Land' — means land not being mainly used for the purpose of agriculture in the urban agglomeration. In this case the perusal of VII/XII extract as well as the zone certificate issued by the Town Planner clearly shows that these lands were included in the agricultural zone and also were mainly used for the purpose of THE SUR agriculture on the date of commencement of the purpose agriculture on the date of commencement of the purpose of the purpose agriculture on the date of commencement of the purpose agriculture on the date of commencement of the purpose agriculture.

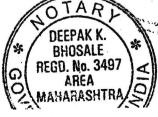


In the judgment delivered by the Hon'ble
Supreme Court in Atia Mohammadi Begum V/s Uttar Pradesh
Government ((1993) 2, Supreme Court Cases SCC-546)) the
Supreme Court has frozen the applicability of Master
Plan to the date of commencement of the Act i.e.
17.02.1976. The Supreme Court has also held that
subsequent changes in the Master Plan canno: be the
basis of declaration of surplus land.

In view of the judgment of Hon'ble Supreme Court in Atia Mohammadi Begum V/s Uttar Pradesh - Government ((1993) 2, Supreme Court Cases SCC-546)), the lands in question cannot be considered as vacant land. So the provisions of Section (3) are not attracted in this case and the declarants can not be said tobe holding land in excess of ceiling limit with them.

In view of the above discussions and observations, I am of the opinion that, the lands which are subject matter of the statement do not fall within the ambit of the Urban Land (Ceiling and Regulation) Act, 1976, so it is not necessary to proceed further and make further enquiries in the matter. The statement filed by the declarants therefore, deserves to be filed at initial stage only.





#### ORDER

The lands which are the subject matter of the statement filed by the declarants on 20.03.1999 u/s 5(1) of the Act does not fill within the ambit of the provisions of the Act. The resultant consequence is that the proceeding stands filed, order accordingly.

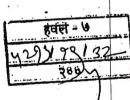
- Proceeding ,dropped.

( BHASKAR MUNDE )
Additional Collector and
Competent Authority, Pune
Urban Agglomeration, Pune.



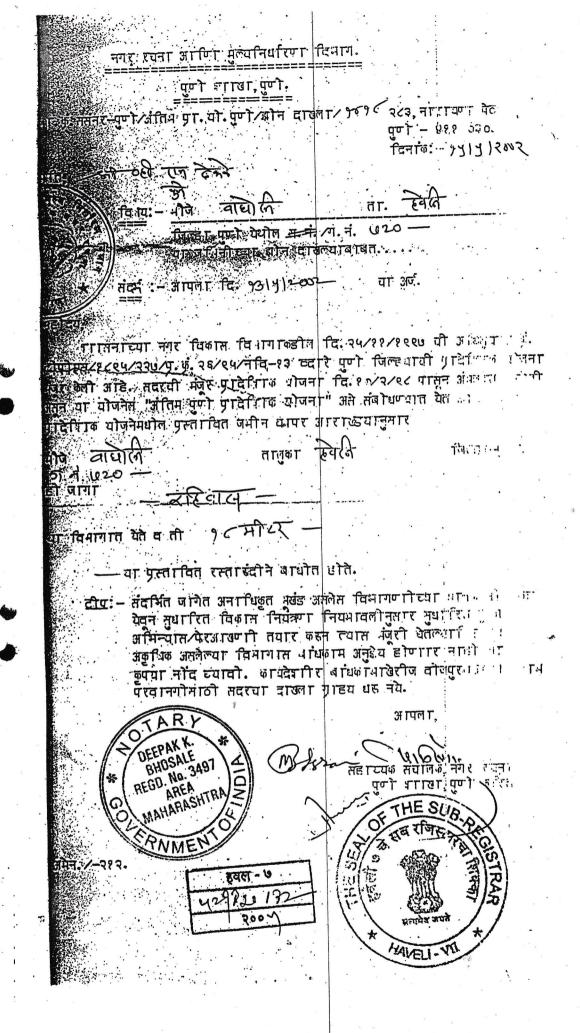
नकलेच्या बर्जीची तारीख़ हि - प - १६८ नवकल तयार तारीख 2 & - प - १६८ नवकल दिलेली तारीख़ ४ - प - १६८ नवकल की ह. 9 प - १६८ नवकल की ह. 9 प - प वे. नवकल तयार करणाव २ प वे. वरी नवकल की ह. 9 प - प वे. वरी नवकल की वे. 9 प - प वे. वरी नवकल की वे.

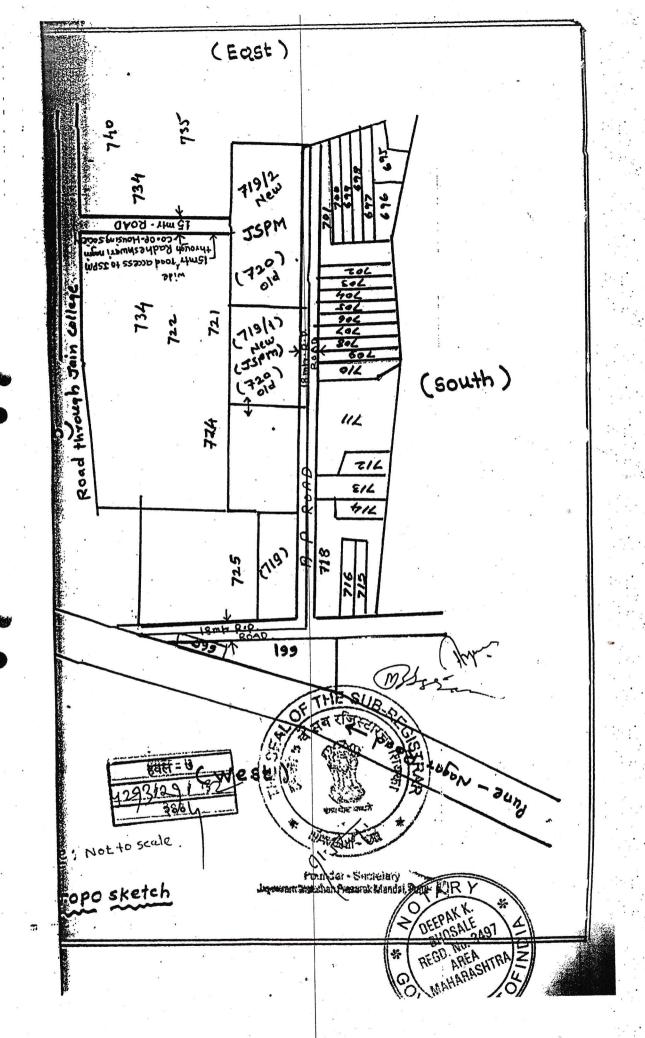
वहसीलदार पूर्ण पूर्ण नागरी समूह, पुर्णे,











# SEARCH AND TITLE REPORT

(TO WHOMSOEVER IT MAY CONCERN)

Rep No: SRCH/VND/07/2003

Date: 16/10/2003

MR ARIUN SHAMDAS BHAGTANI

R/of E-1, Herms House/ Complex

Dhole Patil Road, Camp,

Pine -1.

At the instructions of MR. ARJUN SHAMDAS BHAGTANI, I am eaused to take search of the property, more particularly described in the Schedule of property hereunder, for the period of last thirty years i.e. from 1972 to 2003, in the offices of Joint Sub-Registrar Haveli No. I, II and VII. I have also gone through the available registers of Index II extract at the Coffices of above mentioned registration offices. The search pertaining to the Vear 1972 to 1990 was caused at the office of Joint Sub-Registrar Haveli No. I and the search pertaining to the years 1991 to 2003 (part) loose was caused at the office at the Sub-Registrar Haveli No. VII. I have also caused to go through the revenue i.e. 7/12 extract, mutation entry extract and documents produced by MR. ARJUN SHAMDAS BHAGTANI for my inspection.

# DESCRIPTION OF THE PROPERTY:-

Dist. Pune, Sub-Registration District, Tal. Haveli, within jurisdiction of Sub-Registrar Haveli No. VII and within limits Gram Panchayat, village Wagholi, property situated at village Wagholi bearing old S. No. 104 and new Gat No. 719, Hissa No. 2 totally admeasuring 06 Hector 46 R, which is haveled as below:

-2-

On or towards East

By Gat No. 737.

On or towards South

By Gat No. 701 to 710 and 18 mtrs.

D.P. Road.

On or towards West

By Cat No. 719 Hissa No. 1

On or towards North

By Gat No. 721 and 50 feet road.

# **DEVOLUTION OF TITLE WITHIN LAST 30 YEARS:**

I have perused the following documents.

1. Xerox Copy of 7/12 extract of S. No. 104 from 1966-67 to 1973-74.

2. Xerox Copy of 7/1 extract of Gat No. 720 from 1974-75 to 2001-02.

3. Xerox Copy of 7/12 extract of Gat No. 719/2 for the year 2002-03.

Xerox Copy of mutation entry bearing Nos. 3000, 5056, 6533, 7200, 7581, 1, 4, 868, 1454, 1548, 6138, 6363 and 7468.

- 5. Copy of ULC Order dated 10/05/1999.
- Copy of NA Order dated 08/02/2000.
- 7. Copy of Sale Deed dated 22/12/1994.
- 8. Copy of Sale Deed dated 22/12/1994.
- Copy of Sale Deed dated 22/12/1994.
- Copy of Sale Deed dated 17/06/1995.
- 11. Copy of Sale Deed dated 17/06/1995.
- 12.' Copy of Sale Deed dated 17/06/1995.

After perusing the document as aforesaid I herebelow give the brief history as the captioned property as under:-

A. As could be ascertained from the document perused, I state that the property bearing S. No. 104 was originally owned and possessed by Rangu Govind Datar and Devram Govind Datar. The said Rangu G. Datar and Devram G. Datar sold and transferred ½ portion from said S. No. 104 to



- 3 .

Bhiva Hari Hargude and Balubai Baburao Bhoite by Sale Deed dated 09/01/1940. And names of Shri. Bhiva Hari Hargude and Smt. Balubai Baburao Bhoite entered of 7/12 extract by mutation entry bearing no. 3000 is relevant.

- It is seen that one of the co-owners Bhiva Hari Hargude and his brother Shivram Hari Hargude partitioned their properties among themselves and the 1/4th share in S. No. 104 came to the share of Shivram Hari Hargude by Mutation entry bearing no. 5056 is relevant.
- Said Balubai Bhoite expired in the year 1969 or thereabout leaving behind her daughter Vithabai Mahadik by mutation entry bearing No. 7581.
- Said Shivram Hari Hargude expired leaving be aind him his son namely Baban Shivram Hargude, daughter Bhamabai Undre. The said Bhamabai Undre gave statement of her releasing her right, title and interest in the said property in favour of her brother Baban Shivram Hargude was mutated over the revenue records by mutation entry bearing No. 868.
- It is further seen that the said Vithabai Mahadik expired on 23/09/1987 leaving behind her son namely Shamrao, daughters Kaikayee Dhole, Leelabai Divekar and husband Laxman Mahadik by mutation entry bearing No. 1454 is relevant.

The property bearing S. No. 104 was thus held by the following :-F. 1/4th share Baban Shivram Hargude Shamrao Laxman Mahadik BHOSALE REGD. No. 3497 1/4th share G Kaikayee Dhole AREA in common MAHARASHTR Leelabai Divekar Laxman Mahadik Rangu Govind Datar Devram Govind Datar . हवल - ७ 2-8/32

- 4 .

G. It is seen that Baban Shivram Hargude, Bhamabai Undre, Shamrao Mahadik; Kaikayee Dhole, Leelabai Divekar and Laxman Mahadik sold their 2 share in the said S. No. 104 new Gat No. 720 to the following newons as detailed hereunder:-

* 4			
Date of Sale	Area Sold	Regn.	Haveli
	H=R	No.	No.
22/12/1994	00=86.5	159/95	VII
22/12/1994	00=80	160/95	VII
22/12/1994	00=80	161/95	VII
22/12/1994	00=80	l	VII
17/06/1995	01=7.66	1612/95	VII
17/06/1995	01=7.66	1613/95	VII
17/06/1995	01=7.66	1614/95	VII
	22/12/1994 22/12/1994 22/12/1994 22/12/1994 17/06/1995 17/06/1995	H=R  22/12/1994 00=86.5  22/12/1994 00=80  22/12/1994 00=80  22/12/1994 00=80  17/06/1995 01=7.66  17/06/1995 01=7.66	H=R No.  22/12/1994 00=86.5 159/95  22/12/1994 00=80 160/95  22/12/1994 00=80 161/95  22/12/1994 00=80 152/95  17/06/1995 01=7.66 1612/95  17/06/1995 01=7.66 1613/95

After Shri. Arjun Shamdas Bhagtani and Lalchand El agtani, Suresh Bhagtani, and Mithu Israni transferred the development rights of the above mentioned property to the following persons by a Development Agreement duly registered at the Office of Sub – Registrar Haveli No. VII.

		1	** •	
Purchaser	Date of	Area Sold	Regn.	Haveli
	Deed	H=R	No.	No.
Rajendra Chunilal Gugle	18/06/1999	Total	1267/99,	
	18/06/1999		1268/99	VII
	19/02/1999	02=40	409/99.	
Mrs. Madhumala Khemu	19/02/1999	Total	405/99,	,
Ankulekar	19/02/1999	Total	406/99.	VII
	19/02/1999	02=47	407/99.	
Fulchand C. Rathod	19/02/1999	01=605	下册与1800	Wa-P
ARV	19/02/1999	1 2/2	\$141/8717	12/18
DEEPAK K.	विलं - ७	(S) 35		AN CONTRACTOR
BHOSALE 3497 1 24	127/22	THE SECOND	The same	TRAS
DEEPAK K. BHOSALE BHOSALE REGU. No. 3A97 REGU. AREA AREA AREA RASHTRA	2884	1//	में क्षा के अंतर की स्टब्स	/1
HOIL WARDIN	.   •	1 1		1000

- 5 -

- H. By Order dated 20/5/1999 the Additional Collector and Competent Authority Pune Urban Agglomeration held that the captioned property of which the search has been caused is outside the purview of the provisions of Urban Land (Ceiling and Regulation) Act 1976.
- I. The property bearing Old S. No. 104 and New Gat No. 720 stood subdivided by Order dated 30/6/1999 passed by Tahsildar Haveli as Gat No. 720/1 held by Datar family and mutation entry bearing no. 7468.
- J. The property bearing Old S. No. 104 changed into New Gat No. 720 which is renumbered as Gat No. 719 Hissa No. 2 by virtue of sub-division dated above.
- K. The Hon'ble Collector has granted NA permission on 8/2/2000.

## **ENCUMBRANCES:**

At the outset I state that majority of the Index II registers at the offices of the Joint Sub-Registrar Haveli No. I & II are extensively torn and hence I cannot comment upon the same in detail. However from the available register of Index II extract at the office of the Joint Sub-Registrar Haveli No. I & II and Joint Sub-Registrar Haveli No. 7. I did not come across any entry except the Development Agreement, which would hamper the title of the present owners. Thus, the property is free from all types of encumbrances.

## Opinion:

Thus the above mentioned Land property bearing Old S. No. 104 and New Gat No. 719/2, admeasuring about 06 Hector 46 R is in the name and possession of 1) Shri. Arjun Bhagtani (2) Lalchand Bhagtani (3) Suresh Bhagtani and (4) Mithu Israni and they are real gardes of the above?



- 6

mentioned Land property by virtue of 7/12 extract. But the above owners transferred this property by deed of Development Agreement in favour of 1) Rajendra Chunilal Gugle (2) Mrs. Madhumala Khemu Ankulekar (3) Fulchand C. Rathod and by virtue Development Agreement the above three persons have got right to Develop the property. Further I state that 1) Shri. Arjun Bhagtani (2) Lalchand Bhagtani (3) Suresh Bhagtani and (4) Mithu Israni are the owners of the captioned property of which the search has been caused, and the property is clear, free and marketable.

This Search Report is based on available record with the office of Sub-Registrar Haveli No. I, II and VII and available record with the offices of revenue record and on documents provided by Shri. Arjun Shamdas Bhagtani for my inspection.

Thanking You,

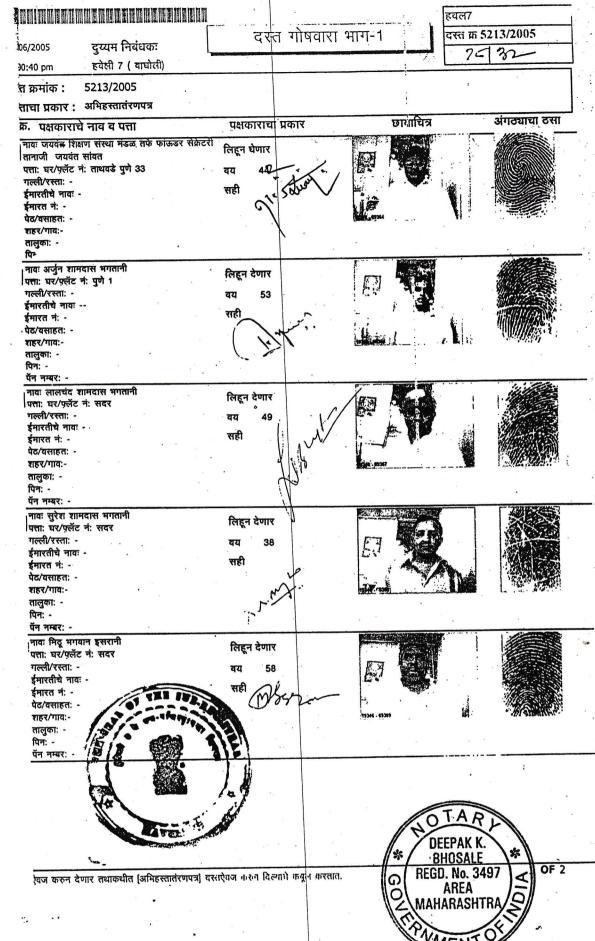
Pune

Dated: 16/10/2003

Misse SCHE

V. N. DHEKALE (ADVOCATE)







हयल7 दस्त गीषवारा भाग-1 दरत क 5213/2005 दुय्यम निबंधकः 06/2005 हवेली 7 ( वाघोली) 00:45 pm त क्रमांक : 5213/2005 ताचा प्रकार: अभिहस्तातंरणपत्र क्र. पक्षकाराचे नाव व पत्ता छायाचित्र अंगठ्याचा ठसा पक्षकाराचा प्रकार नावः राजेद्र चुनिलाल गुगळे पत्ताः घर/फ़लॅट नं: पर्वती पुणे 9 मान्यता देणार गल्ली/रस्ताः -वय 54 ईमारतीचे नावः -सही ईमारत नं: -Chappele पेट/वसाहतः शहर/गाव:-तालुकाः पॅन नम्बर: -नावः फुलचंद चिमनलाल राठोड पत्ताः घर/फ़्लॅट नं: सदर मान्यता देणार गल्ली/रस्ताः -ईमारतीचे नावः सही ईमारत नं: -पेठ/वसाहत: -शहर/गाव:-तालुकाः -पिन: -पॅन नम्बर: -खालील 1 पक्षकारांची कबुली उपलब्ध नाही पक्षकाराचे नाव क्र.





वज करुन देणार तथाकथीत [अभिहस्तातंरणपत्र] दस्तऐयज करुन दिल्याचे कवूल करतात.

सौ.मधुबाला खेमु अंकोलेकर

2 OF 2

दस्त गोषवारा भाग - 2

पावती क्र.:5580

30000 ं :नोंदणी फी

पावतीचे वर्णन

दस्त क्रमांक (5213/2005)

30/32

नांव: जरयंत शिक्षण संस्था मंडळ तर्फ फांफरहर

रोक्रेटरी मनाजी जयवंत सांवत

दिनांक:18/06/2005

्:नवकल (अ. 11(1)), पृष्टांकनाधी नवकल

दस्त क्र. [हवल7-5213-2005] चा गोषवारा बाजार मुल्य :5000000 मोबदला 21000000 भरलेले मुद्रांक शुल्ले : 840000

दस्त हजर केल्याचा दिनांक :18/06/2005 03:48 PM निष्पादनाचा दिनांक : 18/06/2005

दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :25) अभिहस्तातंरणपत्र

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 18/06/2005 03:48 I'M

शिक्का क. 2 ची वेळ : (फ़ी) 18/06/2005 04:00 PM

एकत्रिन फी 30620: एकूण

(आ. 11(2)),

दुय्यम निबंधक यांच्या ओळ्खीचे इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

1) बाळाई भोके ,घर/फ़्लंट नं: वडगांवशेरी

गल्ली/रस्ताः -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः

शहर/गाव:-

तालुकाः -पिनः -

पावती क्रं.:5581 . दिनांक:18/06/2005 पावतीचे वर्णन

रुजवात (अ. 12) व छामानियण (अ. 13) >

नांव: ज्यवंत शिक्षण संस्था मंडळ तर्फे फांऊडर सेक्रेटरी तानाजी जगवंत सांगत

:नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल

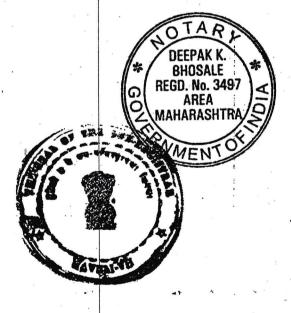
(эп. 11(2)), रुजवात (अ. 12) व छागावित्रण (अ. 13) > एकत्रितं फ़ी

40: एकूण

दु. निबंधकाची राही, हवेली 👝 वामाली)

दु. निबंधकाची सही हवेली 7 (वाघोली)

DSIME CONSIGNATION OF THE PROPERTY OF THE PROP



हवल7 दस्त गोषवारा भाग-1 दस्त क्र 5213/2005 8/06/2005 दुय्यम निबंधकः 39132 हवेली 7 ( वाघोली) 1:47:01 pm रित क्रमांक : 5213/2005 रिताचा प्रकार: अभिहस्तातंरणपत्र क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठसा नावः सौ.मधुबाला खेमु अंकोलेकर पत्ताः घर/फ़्लॅट नं: पुणे 38 मान्यता देणार गल्ली/रस्ताः -ईमारतीचे नावः -सही की मध्याना ईमारत नं: -पेट/वसाहतः शहर/गाव:-तालुका: -पिन: -



पॅन नम्बर: -



# 

दस्त गोषवारा भाग - 2

पावतीचे वर्णन

(311. 11(2)),

एकत्रित फ़ी

30620: एकुण

पावती क्र.:5581

पावतीचे वर्णन

40

(आ. 11(2)),

एकत्रित फ़ी

40: एकूण

दस्त क्रमांक (5213/2005)

नांव: जयवंत शिक्षण संस्था मंडळ तर्फ कांकडर

राजवारा (अ. ११५ व ध्वामाविक्यम् (अ. १३)

नांव: जयवंत शिक्षण संस्था मंडळ तर्फे फांऊडर

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

सेक्रेटरी तानाजी जयवंत सांवत

रोक्रेटरी तानाजी जयसंस मांचन

30000 :नोंदणी फी

पावती क्र.:5580

[371iv: 18/06, 2005

:नववन्त्र (भ=११०१)) पृष्टपवन्तावी वववन्त्र

दिनांक: 18/06/2005

:नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल

दस्त क्र. [हवल7-5213-2005] चा गोषवारा बाजार मुल्य :5000000 मोबदला 21000000 भरलेले गुद्रांक शुल्क : 840000

दस्त हजर केल्याचा दिनांक :18/06/2005 03:48 PM

निष्पादनाचा दिनांक : 18/06/2005 दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :25) अभिहस्तातंरणपत्र

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 18/06/2005 03:48 PM

शिक्का क्र. 2 ची वेळ : (फ़ी) 18/06/2005 04:00 PM शिक्का क्र. 3 ची वेळ : (कबुली) 18/06/2005 04:47 PM शिक्का क्र. 4 ची वेळ : (ओळख) 18/06/2005 04:47 PM

दस्त नोंद केल्याचा दिनांक : 18/06/2005 04:47 PM

दुय्यम निबंधक यांच्या ओळखीचे इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळ्खतात, व त्यांची ओळख पटवितात.

1) बाळाई भोके ,घर/फ़लॅट नं: वडगांवशेरी

गल्ली/रस्ता: -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

दु. निबंधकाची सही हवेली 7 (वाघोली)

पिन: -

अवाणित करण्यात येते की दस्तास एकुण रे रे वाने आहेव

BHOSAL

REGD. No.

ब्रह्मक निबंधक हवेली

DEEPAK KASHINATH BHOSALE ARY GOVERNMENT OF INDIA

Regd No. 3497

दु. निबंधवाची सही, हवेली 7 ( वाघोली)

वाहेले नबराच पुस्तकाचे पुर्वि नंबरी नोंदल

द्यम निबंधक हवेली क्र.