

WADIA GHANDY & Co.
ADVOCATES & SOLICITORS

Est'd 1883

• NOSHIR J. SETHNA
HAMID A. MOOCHHALA
DJENA B. SUNAVALA
MARYLOU A. BILAWALA
ASHISH A. AHLUJA
BONDI G. DAVE
ANKIT A. MAJMUDAR
FARID F. KARACHIWALA
DHAWAL J. MEHTA
FARIYAL Y. TAISSHEN
SHABNUM A. KATJI
KIRAN N. ANTLA
RAHUL J. DWARKADAS
VIJAY G. SUREKA
AMIT B. MANUWARWALA
KUNAL P. VAJANI

• NOTARY NL/DJM/10586 / 226 / 2012

N. M. WADIA BUILDINGS,
121 MAHATMA GANDHI ROAD,
MUMBAI 400 001, INDIA.

Telephone: (91-22) 2267 06 69
2271 56 00
Facsimile: (91-22) 2267 67 84
2267 02 26

General e-mail: contact@wadiaghandy.com
Personal e-mails: firmname.lastname@wadiaghandy.com

Report on Title

Re: Immovable property admeasuring 13376.73 square meters or thereabouts and bearing Survey No.14[438] Hissa No.1(part), Survey No.14[438] Hissa No. 4(part), Survey No.14[438] Hissa No.31(part), Survey No.14[438] Hissa No. 32(part), Survey No.68[169] Hissa No.3, Survey No.66 [169] Hissa No.4(part), Survey No.66 [169] Hissa No.5(part), Survey No.66[169] Hissa No.24/2(part), Survey No.68[171] Hissa No.1(part), Survey No.69[172] Hissa No.1(part), Survey No.69[172] Hissa No.2, Survey No.69 [172] Hissa No.3, Survey No.69 [172] Hissa No.4, Survey No.69[172] Hissa No.5(part), Survey No. 69[172] Hissa No.6(part), Survey No.70[174] Hissa No.3(part), Survey No.70[174] Hissa No.5(part) and Survey No.71[173] Hissa No.4(part), situate at Village Dongare, Taluka Vasai ("the said Land").

1. On the request of our clients Ekta Parkville Homes Private Limited and Ekta Housing Private Limited (hereinafter collectively referred to as "Ekta"), we have investigated the rights of Ekta to develop the said Land. The said Land is more particularly described in the Third Schedule hereunder written. In this regard we have undertaken the following steps as appearing herein.

2. STEPS

For the purpose of issuing this Report we have undertaken the following -

(i) Caused search to be taken in the offices of Sub-Registrar of Assurances at Vasai for the last 47 years however, searches at the office of the Sub-

BRANCHES:

AMMIDASAR: WADIA GHANDY & CO. (INMEDARKI) 1ST FLOOR, D'NANDHI HOUSE, NEXT MAYOR'S BUILDING, LAW GARDEN, AMMIDASAR 580 005. TEL: 91-78-2554700/0400 FAX: 91-78-25544300
BANGALORE: WADIA GHANDY & CO. (SOUTH) 9TH FLOOR, VAYUDIKETI CHAMBERS, 15-16 - G ROAD, BANGALURU 560 007. TEL: 91-80-4122112/12728 FAX: 91-80-41221179
CHENNAI: WADIA GHANDY & CO. (SOUTH) 82 SPRINGFIELD CLONG II NEW 40 22, JAGANATHAN ROAD, MUNGAMBAROM, CHENNAI 600 014. TEL: 91-44-4326254 FAX: 91-44-4326258
NEW DELHI: WADIA GHANDY & CO. (SOUTH) 4-22A, FIRST FLOOR, DEFENCE COLONY, NEW DELHI 110 024. TEL: 91-11-4306 2622
PUNE: WADIA GHANDY & CO. (PUNE) OFFICE No. 12, SACAR ARCADE, VIA FERDINAND COLLEGE ROAD, OCEAN CLIFF, PUNE 411 004. TEL: 91-20-25528950 FAX: 25520579
SINGAPORE: WADIA GHANDY SINGAPORE LLP (INDIA LAW PRACTICE) ONE, RAFFLES QUAY, # 25-01 NORTH TOWER, SINGAPORE 048583. TEL: (65) 64407172 (65) 61271792

Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated. All entries found at the offices of Sub-Registrar of Assurances at Vasai, were found in the records of Village Narangli and not in the records of Village Dongare. At the office of Sub-Registrar of Assurances at Vasai, the register did not have all pages and the search was restricted only to the pages available.

- (ii) Caused search to be taken in the office of the Registrar of Companies in respect of Housing Development and Infrastructure Limited ("HDIL") to ascertain charges, if any created by HDIL on the said Land. However, searches at the office of the Registrar of Companies are subject to the availability of records with the Ministry of Company Affairs on the date of inspection;
- (iii) Caused search to be taken in the office of the Registrar of Companies in respect of Ekta to ascertain charges if any created by Ekta on the said Land. However, searches at the office of the Registrar of Companies are subject to the availability of records with the Ministry of Company Affairs on the date of inspection;
- (iv) Documents reflected in our Search Report and which have not been furnished to us are listed in Annexure "A" hereto;
- (v) Perused the Title Certificates issued by Advocate K.B. Kuniare, the Advocate of HDIL, *inter-alia* with respect to the said Land which are listed in Annexure "B" hereto;
- (vi) Perused the 7/12 extract alongwith the mutation entries reflected therein. However we have not been provided with mutation entries bearing Nos 11, 301, 369, 397, 551, 626, 971, 1018, 1161, 1256, 1228, 1475, 1509, 1710, 3087, 5261, 5526 and 7294. The Mutation Entries perused are listed in Annexure "C" hereto;
- (vii) We have perused 7/12 extracts in relation to the said Land dated 28th January, 2011. However, we are unable to obtain the latest 7/12 extracts in relation to Survey No. 14 [438] Hissa No. 1, Survey No. 14[438] Hissa No. 4, Survey No. 14[438] Hissa No. 31, Survey No. 14[438] Hissa No. 32, Survey No. 68 [171] Hissa No. 1, Survey No. 69 [172] Hissa No. 1, Survey No. 69 [172] Hissa No. 2, Survey No. 69 [172] Hissa No. 3, Survey No. 69 [172]

KBM

Hissa No. 6, Survey No. 69 [172] Hissa No. 3, Survey No. 69 Hissa No. 5, Survey No. 69 [172] Hissa No. 6 and Survey No. 71 [173] Hissa No. 4 due to overdue of tax payments

- (viii) Perused the copies of the title deeds with respect to the said Land, the orders, sanctioned plans, furnished to us by Ekta, from time to time, which are listed hereinbelow.
- (ix) Save and except as provided in the list of which is hereto annexed and marked as Annexure "D", we have not inspected any other original title deeds in possession of HDIL with respect to the said Land.
- (x) With respect to matters for which satisfaction can only be obtained on the basis of representations and declarations made by Ekta and which cannot be otherwise verified, we have relied upon the Declaration dated [·] made by Ekta being Annexure "E" hereto.
- (xi) We have not formed any opinion on the approvals and sanctions granted by MMRDA and CIDCO in respect of the lay-out plan and the building plan, details of the building(s)/wing(s) and for construction of such building(s)/wing(s) on the said Land.
- (xii) We have issued Public Notice in (i) The Economic Times and (ii) The Maharashtra Times on 14th September, 2011 inviting claims in respect of the said Land. We state that we have not received any valid claims from any person till today.
- (xiii) Since it is revenue based title we have taken the 7/12 extract of the said Land as the root of the title in respect thereof.

3. OBSERVATIONS

- (a) By and under diverse deeds of conveyance (as listed hereinbelow) made between individual owners (as listed hereinbelow) therein referred to as the Vendors of the First Part, Narangi Land Development Corporation ("NLDC") therein referred to as the Confirming Party of the Second Part and Palghar Land Development Corporation ("PLDC") therein referred to as the Purchasers of the Third Part, the then individual owners (as listed hereinbelow) agreed to sell, convey and transfer all that piece and

WJM

parcel of land admeasuring 21050 square meters in aggregate (out of which land admeasuring 8847.18 square meters in aggregate forms a part of the said Land) and more particularly as set out below in favour of PLDC and NLDC has confirmed the aforesaid sale at or for a consideration and in the manner as specified therein ("PLDC Conveyances- I"). The details of the land forming a part of PLDC Conveyances- I is as set out below:-

(i) All that piece and parcel of land admeasuring 430 square meters (out of which land admeasuring 255.07 square meters forms a part of the said Land) and bearing Survey No. 14[438] Hissa no.1

1. The 7/12 extract of Survey No. 14[438] Hissa no.1 reflected the name of Kashibai Kalyan Gharat as the owner thereof.
2. By and under an Agreement for Sale dated 25th January, 1995 executed by and between Kashibai Kalyan Gharat therein referred to as the Vendor of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the Sub- Registrar of Assurances under Serial No. 147 of 1995 the aforesaid vendor *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 430 square meters and bearing Survey No. 14[438] Hissa no.1 situated at Village Dongare, Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.
3. By a General Power of Attorney dated 22nd January, 2003 the said Kashibai Kalyan Gharat appointed Jaywant Kalyan Gharat to do perform and execute all or any acts on her behalf.
4. By and under an Agreement for Sale dated 8th May, 2003 executed by and between Kashibai Kalyan Gharat therein referred to as the Vendor of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendor *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 430 square meters and bearing Survey No. 14 Hissa no.1 situated at Village Dongare, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.

WJML

5. By a General Power of Attorney dated 8th May, 2003 the said Kashiba Kalyan Gharat appointed Rakeshkumar Wadhwan to do perform and execute all or any acts on her behalf
6. By and under a Deed of Conveyance dated 18th July, 2005 executed by and between (i) Kashiba Kalyan Gharat through her constituted attorney Jaywant Kalyan Gharat and (ii) Jaywant Kalyan Gharat therein referred to as the Vendors of First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No. Vasai-2-4300 of 2005 the aforesaid vendors *inter alia* sold, conveyed and transferred a) that piece and parcel of land admeasuring 430 square meters and bearing Survey No. 14[438] Hissa no.1 situated at Village Dongare, Taluka Vasai, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.
7. The present 7/12 extract in respect of land bearing Survey No. 14[438] Hissa no.1 reflects the name of PLDC in respect of 250 square meters together with one Evershine Developers in respect of 170 square meters as the owner thereof. However, we have been informed that the sub-division in relation to Survey No. 14[438] Hissa no.1 has not taken place till date.
 - (i) All that piece and parcel of land admeasuring 3440 square meters (out of which land admeasuring 90.50 square meters forms a part of the said Land) and bearing Survey No. 14[438] Hissa No. 31
 1. The 7/12 extract of Survey No. 14[438] Hissa No. 31 reflected the name of Tukaram Rama Patil as the owner thereof.
 2. On perusal of Mutation Entry No. 7044 it appears that by and under a Deed of Conveyance dated 1st June, 1970 on Tukaram Rama Patil purchased all that piece and parcel of land admeasuring 3440 square meters and bearing Survey No. 14[438] Hissa No. 31, situated at Village Dongare, Taluka Vasai from (i) Soma Barkya Patil and (ii) Shimwar Barkya Patil.
 3. By and under an Agreement for Sale dated 7th July, 1995 executed by and between (i) Ganpat Govind Patil (ix) Suresh Patil (ii) Dattatray Pandu Patil (iii)

WJM

Jarayan Pandu Patil (iv) Vimal Jagannath Patil (v) Rajesh Kini and others therein referred to as the Vendors of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances under Serial No. 2103 of 1995 the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 3440 square meters and bearing Survey No. 14[438] Hissa No. 31, situated at Village Dongare Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.

4. By a Power of Attorney dated 30th March, 2003 the said (i) Tukaram Rama Patil (ii) Vimal Jagannath Patil (iii) Manjula Kashinath Kini (iv) Dattatrya Pandurang Patil (v) Janibal Damodar Patil (vi) Shantibal Govind Patil (vii) Kusum Naresh Patil (viii) Ganpat Govind Patil (ix) Suresh Govind Patil (x) Vasant Hira Patil (xi) Shashikala Kashinath Kini (xii) Padmibal Mahadev Bhagat (xiii) Rajesh Kashinath Kini (xiv) Pandurang Rama Patil (xv) Ramakant Rama Patil (xvi) Parshuram Rama Patil (xvii) Yamuna Yeshwant Patil (xviii) Bhaskar Kamalakar Patil and (xix) Bistur Kamalakar Patil jointly and severally appointed Narayan Pandurang Patil to do perform and execute all or any acts on their behalf.
5. By and under an Agreement for Sale dated 22nd April, 2003 executed by and between (i) Rajesh Kashinath Kini (ii) Vimal Jagannath Patil (iii) Manjula Kashinath Kini (iv) Dattatrya Pandurang Patil (v) Janibal Damodar Patil (vi) Shantibal Govind Patil (vii) Kusum Naresh Patil (viii) Ganpat Govind Patil (ix) Suresh Govind Patil (x) Vasant Hira Patil (xi) Shashikala Kashinath Kini (xii) Padmibal Mahadev Bhagat (xiii) Tukaram Rama Patil (xiv) Pandurang Rama Patil (xv) Ramakant Rama Patil (xvi) Parshuram Rama Patil (xvii) Yamuna Yeshwant Patil (xviii) Bhaskar Kamalakar Patil and (xix) Bistur Kamalakar Patil and (xx) Narayan Pandurang Patil others therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 3440 square meters and bearing Survey No. 14[438] Hissa No. 31, situated at Village Dongare, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.
6. By a General Power of Attorney dated 22nd April, 2003, the said (i) Rajesh Kashinath Kini (ii) Vimal Jagannath Patil (iii) Manjula Kashinath Kini (iv)

HJM

Dattatrya Pandurang Patil (v) Janibai Damodar Patil (vi) Shantibai Govind Patil (vii) Kusum Naresh Patil (viii) Ganpat Govind Patil (ix) Suresh Govind Patil (x) Vasant Hira Patil (xi) Shashikala Kashinath Kini (xii) Padmibai Mahadev Bhagat (xiii) Tukaram Rama Patil (xiv) Pandurang Rama Patil (xv) Ramakant Rama Patil (xvi) Parshuram Rama Patil (xvii) Yamuna Yeshwant Patil (xviii) Bhaskar Kamlakar Patil and (xix) Bistur Kamlakar Patil and (xx) Narayan Pandurang Patil jointly and severally appointed Rakeshkumar Wadhwan to do perform and execute all or any acts on their behalf.

7. By and under a Deed of Conveyance dated 25th March, 2005 executed by and between (i) Rajesh Kashinath Kini (ii) Vimal Jagannath Patil (iii) Narayan Pandurang Patil (iv) Dattatrya Pandurang Patil (v) Janibai Damodar Patil (vi) Shantibai Govind Patil (vii) Kusum Naresh Patil (viii) Ganpat Govind Patil (ix) Suresh Govind Patil (x) Vasant Hira Patil (xi) Shashikala Kashinath Kini (xii) Tukaram Rama Patil (xiii) Pandurang Rama Patil (xiv) Ramakant Rama Patil (xv) Parshuram Rama Patil (xvi) Yamuna Yeshwant Patil (xvii) Bhaskar Kamlakar Patil (xviii) Padmibai Mahadev Bhagat (xix) Bistur Kamlakar Patil and (xx) Manjula Kashinath Kini therein referred to as the Vendors of First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part, the aforesaid vendors through their constituted attorney Narayan Pandurang Patil *inter-alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 3440 square meters and bearing Survey No. 14[438] Hissa No. 31, situated at Village Dongare, Taluka Vasai in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.

8. By and under a Deed Confirmation dated 27th February, 2006 executed by and between (i) Rajesh Kashinath Kini (ii) Vimal Jagannath Patil (iii) Narayan Pandurang Patil (iv) Dattatrya Pandurang Patil (v) Janibai Damodar Patil (vi) Shantibai Govind Patil (vii) Kusum Naresh Patil (viii) Ganpat Govind Patil (ix) Suresh Govind Patil (x) Vasant Hira Patil (xi) Shashikala Kashinath Kini (xii) Tukaram Rama Patil (xiii) Pandurang Rama Patil (xiv) Ramakant Rama Patil (xv) Parshuram Rama Patil (xvi) Yamuna Yeshwant Patil (xvii) Bhaskar Kamlakar Patil (xviii) Bistur Kamlakar Patil (xix) Manjula Kashinath Kini and (xx) Padmibai Mahadev Bhagat therein referred to as the Vendors of the First Part, NLDC therein referred to as the Confirming Party of the Second Part and PLDC

WJW

therein referred to as the Purchaser of the Third Part and registered with the Sub - Registrar of Assurances under Serial No. Vasai 2 - 1602 of 2006, the aforesaid vendors through their constituted attorney Gopal Patil confirmed that the aforesaid Deed of Conveyance March 25, 2005 was valid and subsisting.

- (ii) The present 7/12 extract in respect of land bearing Survey No. 14[438] Hissa no.31 reflects the name of PLDC in respect of 90.50 square meters together with one Evershine Developers in respect of 3349.50 square meters as the owner thereof. However, we have been informed that the sub-division in relation to Survey No. 14[438] Hissa no.31 has not taken place till date.
- (iii) All that piece and parcel of land admeasuring 860 square meters (out of which land admeasuring 130.50 square meters forms a part of the said Land) and bearing Survey No. 14[438] Hissa no. 32
 1. The 7/12 extract of Survey No. 14[438] Hissa no. 32 reflected the name of Somaribai Manglya Bhoir as the owner thereof.
 2. By and under an Agreement for Sale dated 21st August, 1995 executed by and between Somaribai Manglya Bhoir therein referred to as the Vendor of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the Sub- Registrar of Assurances under Serial No. 2625 of 1995 the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 860 square meters and bearing Survey No. 14[438] Hissa no. 32 situated at Village Dongara, Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.
 3. By a General Power of Attorney dated 3rd March, 2003 the said (i) Somaribai Manglya Bhoir (ii) Shantibai Pandurang Bhoir (iii) Prabhakar Pandurang Bhoir (iv) Anil Pandurang Bhoir (v) Renuka Pandurang Bhoir (vi) Jagdish Pandurang Bhoir (vii) Vasanti Ramesh Gharat and (viii) Kalpana Babya Patil jointly and severally appointed Anil Bhoir to perform and execute all or any acts on their behalf.
 4. By and under an Agreement for Sale dated 8th August, 2003 executed by and between (i) Somaribai Manglya Bhoir (ii) Shantibai Pandurang Bhoir (iii)

Prabhakar Pandurang Bhoir (iv) Anil Pandurang Bhoir (v) Renuka Pandurang Bhoir (vi) Jagdish Pandurang Bhoir (vii) Vasanti Ramesh Gharat and (viii) Kalpana Babya Patil therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 850 square meters and bearing Survey No. 14[438] Hissa no. 32 situated at Village Dongare, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.

5. By a General Power of Attorney dated 8th August, 2003 (i) Somaribai Manglya Bhoir (ii) Shantibai Pandurang Bhoir (iii) Prabhakar Pandurang Bhoir (iv) Anil Pandurang Bhoir (v) Renuka Pandurang Bhoir (vi) Jagdish Pandurang Bhoir (vii) Vasanti Ramesh Gharat and (viii) Kalpana Babya Patil jointly and severally appointed Rakeshkumar Wadhwan to do perform and execute all or any acts on their behalf.
6. By and under a Deed of Conveyance dated 18th August, 2005 executed by and between (i) Somaribai Manglya Bhoir (ii) Shantibai Pandurang Bhoir (iii) Prabhakar Pandurang Bhoir (iv) Anil Pandurang Bhoir (v) Renuka Pandurang Bhoir (vi) Jagdish Pandurang Bhoir (vii) Vasanti Ramesh Gharat and (viii) Kalpana Babya Patil therein referred to as the Vendors of the First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No. Vasai 2-4784 of 2005, the aforesaid vendors through their constituted attorney Anil Bhoir *inter- alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 860 square meters and bearing Survey No. 14[438] Hissa no. 32 situated at Village Dongare, Taluka Vasai, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.
7. On perusal of the aforesaid Deed of Conveyance dated 18th August, 2005, we find that Kalpana Babya Patil a minor has been joined as Vendors to the aforesaid Deed of Conveyance. The aforesaid Deed of Conveyance with respect to Survey No. 14[438] Hissa no. 32 states that the sale of the subject land is for legal necessity and for the benefit and in the interest of the members of the family. However, it does not record the subject land to be a HUF property.

WADIA

and we have not been provided with any orders from the Court with respect to the sale of minor's share in the subject land.

8. The present 7/12 extract in respect of land bearing Survey No. 14[438] Hissa no. 32 reflects the name of PLDC in respect of 130.50 square meters together with one Evershine Developer in respect of 720.50 square meters as the owner thereof. However, we have been informed that the sub-division in relation to Survey No. 14[438] Hissa no. 32 has not taken place till date.

(iv) All that piece and parcel of land admeasuring 150 square meters (out of which land admeasuring 36.50 square meters forms a part of the said Land) and bearing Survey No. 66[169] Hissa no. 24/2

1. The 7/12 extract of Survey No. 66[169] Hissa no. 24/2 reflected the name of Harischandra Bhagat as the owner thereof.
2. By and under an Agreement for Sale dated 23rd March, 1995 executed by and between Harischandra Bhagat therein referred to as the Vendor of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances under Serial No. 502 of 1995, the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 150 square meters and bearing Survey No. 66[169] Hissa no. 24/2 situated at Village Dongare, Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.
3. By a General Power of Attorney dated 22nd February, 2003 the said (i) Harischandra Bhagat and (ii) Mankibal Bhagat jointly and severally appointed Harischandra Bhagat to do perform and execute all or any acts on their behalf.
4. By and under an Agreement for Sale dated 28th April, 2003 executed by and between (i) Harischandra Bhagat and Mankibal Bhagat therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 150 square meters and bearing Survey No. 66[169] Hissa no. 24/2 situated at Village Dongare, Taluka

MB

Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.

5. By a General Power of Attorney dated 28th April, 2003 the said (i) Harischandra Bhagat and (ii) Mankibai Bhagat jointly and severally appointed Rakeshkumar Wadhwan to do perform and execute all or any acts on their behalf.
6. By and under a Deed of Conveyance dated 20th July, 2005 executed by and between (i) Harischandra Bhagat and (ii) Mankibai Bhagat therein referred to as the Vendors of the First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No. Vasai2- 4361 of 2005, the aforesaid vendors through their constituted attorney Harischandra Bhagat *inter-alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 150 square meters and bearing Survey No. 66[169] Hissa no. 24/2 situated at Village Dorigere, Taluka Vasai, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.
7. The present 7/12 extract in respect of land bearing Survey No. 66[169] Hissa no. 24/2 reflects the name of PLDC through its partner Rakeshkumar Wadhwan as the owner thereof and there are no claims or adverse entries are reflected on the 7/12 extract of the aforesaid land.
- (v) All that piece and parcel of land admeasuring 9280 square meters (out of which land admeasuring 1894.24 square meters forms a part of the said Land) and bearing Survey No. 68[171] Hissa no. 1
1. The 7/12 extract of Survey No. 68[171] Hissa no. 1 reflected the names of (i) Smt. Jankibai Madhukar Patil, (ii) Shri Kishore Madhukar Patil, (iii) Smt. Aruna Raghunath Patil, (iv) Hemlata Rajendra Patil, (v) Praful Rajendra Patil and (6) Priyanka Rajendra Patil as the owners thereof.
2. By and under an Agreement for Sale dated 10th April, 1995 executed by and between (i) Madhukar Patil, (ii) Jankibai Madhukar patil, (iii) Shri Kishore Madhukar Patil, (iv) Smt. Aruna (alias) Anita Madhukar Patil and (v) Rajendra Madhukar Patil therein referred to as the Vendors of the One Part and NLDC

WJM

therein referred to as the Purchaser of the Other Part the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 9280 square meters and bearing Survey No. 68[171] Hissa no.1 situated at Village Dongare, Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.

3. By and under an Agreement for Sale dated 30th April, 2003 executed by and between (i) Madhukar Patil, (ii) Jankibal Madhurkar patil, (iii) Shri Kishore Madhukar Patil, (iv) Smt. Aruna (alias) Anita Madhurkar Patil and (v) Hemlata Rajendra Madhurkar Patil therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 9280 square meters and bearing Survey No. 68[171] Hissa no.1 situated at Village Dongare, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.
4. By a General Power of Attorney dated 30th April, 2003 the said (i) Madhukar Patil, (ii) Jankibal Madhurkar patil, (iii) Shri Kishore Madhukar Patil, (iv) Smt. Aruna [Anita] Madhurkar Patil and (v) Hemlata Rajendra Madhurkar Patil jointly and severally appointed Waryam Singh Arora to do perform and execute all or any acts on their behalf.
5. By and under a Deed of Conveyance dated 3rd May, 2005 executed by and between (i) Smt. Jankibal Madhurkar Patil, (ii) Shri Kishore Madhukar Patil, (iii) Smt. Aruna Raghunath Patil and (iv) Hemlata Rajendra Patil therein referred to as the Vendors of the First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part, the aforesaid vendors through their constituted attorney Waman Gana Patil *inter- alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 9280 square meters and bearing Survey No. 68 [171] Hissa no.1 situated at Village Dongare, Taluka Vasai, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.
6. Mutation Entry 301 dated 22nd September, 2005 records that the aforesaid Madhukar Patil expired and accordingly, the names his legal heirs being (i) Smt. Jankibal Madhurkar Patil, (ii) Shri Kishore Madhukar Patil, (iii) Smt. Aruna

WAM

Raghunath Patil, (iv) Hemlata Rajendra Patil, (v) Praful Rajendra Patil and (vi) Priyanka Rajendra Patil were brought on record.

7. By a General Power of Attorney dated 22nd October, 2005 the (i) Smt. Jankibai Madhukar Patil, (ii) Shri Kishora Madhukar Patil, (iii) Smt. Aruna (Anita) Raghunath Patil and (iv) Hemlata Rajendra Patil jointly and severally appointed Waman Gana Patil to do perform and execute all or any acts on their behalf.
8. By and under a Deed of Confirmation dated 1st February, 2006 executed by and between (i) Smt. Jankibai Madhukar Patil (ii) Shri Kishora Madhukar Patil, (iii) Smt. Aruna Raghunath Patil, (iv) Hemlata Rajendra Patil, (v) Praful Rajendra Patil and (vi) Priyanka Rajendra Patil therein referred to as the Vendors of the First Part, NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub- Registrar of Assurances under Serial No. Vasat- 611 of 2006, the aforesaid vendors through their constituted attorney Waman Gana Patil confirmed that the aforesaid Deed of Conveyance 3rd May, 2005 was valid and subsisting.
9. On perusal of the aforesaid Deed of Confirmation dated 1st February, 2006, we find that (i) Praful Rajendra Patil and (ii) Priyanka Rajendra Patil, both minors have been joined as Vendors to the aforesaid Deed of Confirmation. However, the aforesaid Deed of Confirmation does not record the subject land to be a HUF property and we have not been provided with any orders from the Court with respect to the sale of minors' share in the subject land.
10. The present 7/12 extract in respect of land bearing Survey No. 68 [171] Hissa no.1 reflects the name of PLDC in respect of 6437.38 square meters together with one Evershine Developers in respect of 2842.62 square meters as the owner thereof. However, we have been informed that the sub-division in relation to Survey No. 68 Hissa no. 1 has not taken place till date.
11. On perusal of the 7/12 extract in respect of land bearing Survey No. 68 [171] Hissa no.1, we find Mutation Entry No. 1944 reflecting in the other rights column records that a charge is created by one Dadu Patil with respect to Survey No. 68 [171] Hissa no. 1. However, we have not been furnished with any documents evidencing the satisfaction/deletion of the aforesaid charge.

RGM

(vi) All that piece and parcel of land admeasuring 1160 square meters (out of which land admeasuring 739.08 square meters forms a part of the said Land) and bearing Survey No. 69[172] Hissa No. 1

1. By and under an Agreement for Sale dated 15th March, 1995 executed by and between (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil and (xiv) Gangubai Madhurkar Patil referred to as the Vendors of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the Sub- Registrar of Assurances under Serial No. 409 of 1995 the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 1160 square meters and bearing Survey No. 69[172] Hissa no.1 situated at Village Dongare, Taluka Vassi, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.
2. The 7/12 extract of Survey No. 69[172] Hissa no.1 reflected the names of (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre and (xiii) Jayanti (Alias) Janibai Harishchandra Patil as the owners thereof.
3. By and under an Agreement for Sale dated 4th May, 2003 executed by and between (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre and (xiii) Jayanti (Alias) Janibai Harishchandra Patil, therein referred to as the Vendors of the One Part and PLDC therein referred to as the

WJM

Purchaser of the Other Part, the aforesaid vendors *inter alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 1160 square meters and bearing Survey No. 69[172] Hissa no.1 situated at Village Dongare, Taluka Vasai in favour of PLDC at or for a consideration and on the terms and conditions specified therein.

4. By a General Power of Attorney dated 20th February, 2003, the said Vitthal Hira Patil, (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harishchandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, jointly and severally appointed Naresh Hira Patil to do perform and execute all or any acts on their behalf.
5. By a General Power of Attorney dated 4th May, 2003, the said Vitthal Hira Patil, (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harishchandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, jointly and severally appointed Rakeshkumar Wadhawan to do perform and execute all or any acts on their behalf.
6. By and under a Deed of Conveyance dated 24th August, 2005 executed by and between (i) Vitthal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harishchandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, therein referred to as the Vendors of the First Part and PLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No. Vasai-2-4874 of 2005, the aforesaid vendors through their constituted attorney Naresh Hira Patil *inter alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 1160 square

WGM

meters and bearing Survey No. 59[172] Hissa no.1 situated at Village Dongare, Taluka Vasai, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.

7. The present 7/12 extract in respect of land bearing Survey No. 59[172] Hissa no.1 reflects the name of PLDC through its partner Rakeshkumar Wadhwan as the owner thereof.
8. On perusal of the 7/12 extract in respect of land bearing Survey No. 59[172] Hissa no.1, we find that that Mutation Entry No. 7190 records that the right, title and interest of Mathibai Rama Bhoir in the subject land has devolved upon Gangubai Madhurkar Patil amongst others. However, the said Gangubai Madhurkar Patil has not been joined as vendor to the Deed of Conveyance dated 24th August, 2005. Also, we have not been furnished with any documents with respect to the relinquishment of her share, title, interest in respect of the subject land or with respect to his demise.

(vii) All that piece and parcel of land admeasuring 1210 square meters (out of which land admeasuring 1210 square meters forms a part of the said Land) and bearing Survey No. 59[172] Hissa no.2

1. The 7/12 extract of Survey No. 59[172] Hissa no.2 reflected the names of (i) Bhimabai Govind Deshmukh, (ii) Manubai Ramkrishna Kolhe, (iii) Parvatibai Sudhir Dalvi and (iv) Bharatibai Maya Patil as the owners thereof.
2. By and under an Agreement for Sale dated 28th June, 1965 executed by and between (i) Bhimabai Govind Deshmukh, (ii) Manubai Ramkrishna Kolhe, (iii) Parvatibai Sudhir Dalvi and (iv) Bharatibai Maya Patil therein referred to as the Vendors of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances under Serial No. 1877 of 95 the aforesaid vendors *inter-alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 1210 square meters and bearing Survey No. 59[172] Hissa no.2 situated at Village Dongare, Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.

WJVL

3. By a General Power of Attorney dated 28th February, 2003 (i) Bhimabai Govind Deshmukh, (ii) Manubai Ramkrishna Kolhe, (iii) Parvatibai Sudhir Dalvi and (iv) Bharatibai Maya Patil jointly and severally appointed Vasudeo Govind Deshmukh to do perform and execute all or any acts on their behalf.
4. By and under an Agreement for Sale dated 15th June, 2003 executed by and between (i) Bhimabai Govind Deshmukh, (ii) Vasudeo Govind Deshmukh (iii) Manubai Ramkrishna Kolhe, (iv) Parvatibai Sudhir Dalvi and (v) Bharatibai Maya Patil therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendors agreed to sell, convey and transfer all that piece and parcel of land admeasuring 1210 square meters and bearing Survey No. 69[172] Hissa no.2 situated at Village Dongare, Taluka Vasal, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.
5. By a General Power of Attorney dated 15th June, 2003 the said (i) Bhimabai Govind Deshmukh (ii) Vasudeo Govind Deshmukh (iii) Manubai Ramkrishna Kolhe, (iv) Parvatibai Sudhir Dalvi, (v) Bharatibai Maya Patil jointly and severally appointed Rakeshkumar Wadhawan to do perform and execute all or any acts on their behalf.
6. By and under a Deed of Conveyance dated 22nd July, 2005 executed by and between (i) Bhimabai Govind Deshmukh, (ii) Vasudeo Govind Deshmukh (iii) Manubai Ramkrishna Kolhe, (iv) Parvatibai Sudhir Dalvi, and (v) Bharatibai Maya Patil therein referred to as the Vendors of First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No. Vasal-2-4424 of 2005, the aforesaid vendors through their constituent attorney Vasudeo Govind Deshmukh *inter-alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 1210 square meters and bearing Survey No. 69[172] Hissa no.2 situated at Village Dongare, Taluka Vasal, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.

R. G. M.

7. The present 7/12 extract in respect of land bearing Survey No. 69[172] Hissa no.2 reflects the name of PLDC through its partner Rakeshkumar Wadhwan as the owner thereof and there are no claims or adverse entries are reflected on the 7/12 extract of the aforesaid land.

(vii) All that piece and parcel of land admeasuring 2370 square meters (out of which land admeasuring 2370 square meters forms a part of the said Land) and bearing Survey No. 69 Hissa no.3

1. The 7/12 extract of Survey No. 69[172] Hissa no.3 reflected the name of Lata Dharma Dutkar as the owner thereof.

2. It appears that by and under an Agreement for Sale dated 24th November, 1988, executed by and between Lata Dharma Dutkar therein referred to as the Vendor of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 4229 of 1995 the aforesaid vendor inter-alia agreed to sell, convey and transfer all that piece and parcel of land admeasuring 2370 square meters and bearing Survey No. 69[172] Hissa no.3 situated at Village Dongare, Taluka Vasal, in favour of NLDC at or for a consideration and on the terms and conditions specified therein. However, we have not been provided with a copy of the aforesaid Agreement for Sale.

3. By and under an Agreement for Sale dated 28th April, 2003 executed by and between Lata Dharma Dutkar therein referred to as the Vendor of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendor agreed to sell, convey and transfer all that piece and parcel of land admeasuring 2370 square meters and bearing Survey No. 69[172] Hissa no.3 situated at Village Dongare, Taluka Vasal, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.

4. By a General Power of Attorney dated 28th April, 2003 the said Lata Dharma Dutkar appointed Rakeshkumar Wadhwan to do perform and execute all or any acts on her behalf.

WJG

5. By and under a Deed of Conveyance dated 30th December, 2005 executed by and between Lata Dharma Dutkar therein referred to as the Vendor of First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No. Vasai-2- 634 of 2006, the aforesaid vendor sold, conveyed and transferred all that piece and parcel of land admeasuring 2370 square meters and bearing Survey No. 69[172] Hissa no.3 situated at Village Dongare, Taluka Vasai, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.
6. The present 7/12 extract in respect of land bearing Survey No. 69[172] Hissa no.3 reflects the name of PLDC through its partner Rakeshkumar Wadhwan as the owner thereof.
7. On perusal of the 7/12 extract in respect of land bearing Survey No. 69[172] Hissa no.3, we find that Mutation Entry Nos. 1266 and 5526 are being reflected in the other rights column. However, we have not been furnished with the copy of the aforesaid Mutation Entries.
- (x) All that piece and parcel of land admeasuring 560 square meters (out of which land admeasuring 550 square meters forms a part of the said Land) and bearing Survey No. 69[172] Hissa no.4
1. The 7/12 extract of Survey No. 69[172] Hissa no.4 reflected the names of (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre and (xiii) Jayanti (Alias) Janibai Harishchandra Patil as the owners thereof.
2. By and under an Agreement for Sale dated 15th March, 1995 executed by and between (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramesh Patil, (x)

WJW

Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Hanshchandra Patil and (xiv) Gangubai Madhurkar Patil referred to as the Vendors of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the Sub- Registrar of Assurances under Serial No. 409 of 1995, the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 560 square meters and bearing Survey No. 69[172] Hissa no.4 situated at Village Dongare, Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.

3. By and under an Agreement for Sale dated 4th May, 2003 executed by and between (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Hanschandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Hanshchandra Patil, therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 560 square meters and bearing Survey No. 69[172] Hissa no.4 situated at Village Dongare, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.
4. By a General Power of Attorney dated 20th February, 2003 the said (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Hanschandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Hanshchandra Patil, jointly and severally appointed Naresh Hira Patil to do perform and execute all or any acts on their behalf.
5. By a General Power of Attorney dated 4th May, 2003 the said (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti

WJML

(Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harishchandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, jointly and severally appointed Rakashkumar Wadhwan to do perform and execute all or any acts on their behalf.

6. By and under a Deed of Conveyance dated 24th August, 2005 executed by and between (i) Vithal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harishchandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, therein referred to as the Vendors of First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No. Vasai- 2-4874 of 2005, the aforesaid vendors through their constituted attorney Naresh Hira Patil *inter alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 500 square meters and bearing Survey No. 69[172] Hissa no.4 situated at Village Dongare, Taluka Vasai, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.
7. The present 7/12 extract in respect of land bearing Survey No. 69[172] Hissa no.4 reflects the name of PLDC through its partner Rakashkumar Wadhwan as the owner thereof.
8. On perusal of the 7/12 extract in respect of land bearing Survey No. 69[172] Hissa no.4, we find that that Mutation Entry No. 7190 records that the right, title and interest of Mathibai Rama Bhoir in the subject land has devolved upon Gangubai Madhurkar Patil amongst others. However, the said Gangubai Madhurkar Patil has been joined as vendor in the Agreement for Sale dated 15th March, 1995 but has not been joined as vendor to the Deed of Conveyance dated 24th August, 2005. Also, we have not been furnished with any documents with respect to the relinquishment of her share, title, interest in respect of the subject land or with respect to his demise.

KJM

(x) All that piece and parcel of land admeasuring 1590 square meters (out of which land admeasuring 1561.29 square meters forms a part of the said Land) and bearing Survey No. 69[172] Hissa no.6

1. The 7/12 extract of Survey No. 69 Hissa no.6 reflected the names of (i) Vitthal Hira Patil (ii) Sitaram Hira Patil (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibal Harishchandra Patil, (ix) Babybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre and (xiii) Jayanti (Alias) Janibai Harishchandra Patil as the owners thereof.
2. By and under an Agreement for Sale dated 15th March, 1995 executed by and between (i) Vitthal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibal Harishchandra Patil, (ix) Babybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil and (xiv) Gangubai Madhurkar Patil referred to as the Vendors of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the office of the Sub- Registrar of Assurances under Serial No 409 of 1995 the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 1590 square meters and bearing Survey No. 69 Hissa no.6 situated at Village Dongare, Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.
3. By and under an Agreement for Sale dated 4th May, 2003 executed by and between (i) Vitthal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibal Harishchandra Patil, (ix) Babybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendors *inter- alia* agreed to sell,

WJ M

convey and transfer all that piece and parcel of land admeasuring 1590 square meters and bearing Survey No. 69[172] Hissa no.6 situated at Village Dongare, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein

4. By a General Power of Attorney dated 20th February, 2003 the said (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harishchandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, jointly and severally appointed Naresh Hira Patil to do perform and execute all or any acts on their behalf.
5. By a General Power of Attorney dated 4th May, 2003 the said (i) Vithhal Hira Patil (ii) Sitaram Hira Patil (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harishchandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, jointly and severally appointed Rakeshkumar Wadhawan to do perform and execute all or any acts on their behalf.
6. By and under a Deed of Conveyance dated 24th August, 2005 executed by and between (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harishchandra Patil, (ix) Bebybai Ramesh Patil (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, therein referred to as the Vendors of First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No. Vasai2- 4874 of 2005, the aforesaid vendors through their constituted attorney Naresh Hira Patil *inter-alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 1590 square meters and bearing Survey No. 69[172] Hissa no.6 situated at Village Dongare,

K. D. N.

Taluka Vasa, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.

7. The present 7/12 extract in respect of land bearing Survey No. 69[172] Hissa no.5 reflects the name of PLDC through its partner Rakeshkumar Wadhwan as the owner thereof and there are no claims or adverse entries are reflected on the 7/12 extract of the aforesaid land.
 8. On perusal of the 7/12 extract in respect of land bearing Survey No. 69[172] Hissa no.4, we find that that Mutation Entry No. 7190 records that the right, title and interest of Mathibal Rama Bhoir in the subject land has devolved upon Gangubai Madhukar Patil amongst others. However, the said Gangubai Madhukar Patil has been joined as vendor in the Agreement for Sale dated 15th March, 1995 but has not been joined as vendor to the Deed of Conveyance dated 24th August, 2005. Also, we have not been furnished with any documents with respect to the relinquishment of her share, title, interest in respect of the subject land or with respect to his demise.
- (b) By a Deed of Dissolution dated October 15, 2005 together with the Deed of Modification dated October 19, 2005 and the Deed of Confirmation dated August 12, 2006 made between (i) Rakeshkumar Wadhwan therein referred to as the Party of the First Part, (ii) Waryamsingh Arora therein referred to as the Party of the Second Part, (iii) Anna Rakeshkumar Wadhwan therein referred to as the Party of the Third Part and (iv) Housing Development Improvement India Limited ("HDII") therein referred to as the Party of the Fourth Part (being partners of PLDC) and registered with the office of the Sub-Registrar of Assurances under Serial No. 7262 of 2006, HDII agreed to take over to the running business of PLDC together with all the assets and liabilities of PLDC on the terms and conditions specified therein. In view of the Deed of Dissolution dated October 15, 2005 read together with the Deed of Modification dated October 19, 2005 and the Deed of Confirmation dated August 12, 2006, HDII became owner of the immovable properties which were purchased by PLDC by virtue of the PLDC Conveyances -I.
- (c) Subsequent to dissolution of PLDC, it continued to acquire the portions of land forming a part of the said Land in its name. By and under diverse deeds on conveyance made between individual vendors therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchasers of the Other Part, the

BJM

then owners agreed to sell, convey and transfer all that piece and parcel of land admeasuring 17990 square meters in aggregate (out of which land admeasuring 3938.83 square meters in aggregate forms a part of the said Land) and more particularly as set out below in favour of PLDC on the terms and conditions specified therein ("PLDC Conveyances- II"). The details of the land forming a part of PLDC Conveyances- II is as set out below:-

(i) All that piece and parcel of land admeasuring 7710 square meters (out of which land admeasuring 1333.86 square meters forms a part of the said Land) and bearing Survey No. 71 Hissa no.4

1. The 7/12 extract of Survey No. 71/173 Hissa no.4 reflected the names of (i) Motiram Bistur Mhatre, (ii) Parvatibai Vitthal Mhatre, (iii) Nandu Vitthal Mhatre, (iv) Shobha Pramud Patil, (v) Jotsana Naresh Thakur, (vi) Bhalchandra Pandurang Gawad, (vii) Vishnu Pandurang Gawad, (viii) Narsu Pandurang Gawad, (ix) Meena Vasudev Gharat, (x) Indu Arun Patil, (xi) Vasant Narayan Gawad, (xii) Janibai Nana Patil, (xiii) Atmaram Mukund Patil, (xiv) Atmaram Mukund Patil, (xv) Jairam Mukund Patil, (xvi) Naresh Anil Patil, (xvii) Sunil Anil Patil, (xviii) Shastikala Sudam Patil, (xix) Anjana Naresh Patil, (xx) Nirabai Kashinath Patil and (xxi) Narmada Laxuman Mhatre as the owners thereof.
2. By a General Power of Attorney dated 26th March, 2004, the said (i) Motiram Bistur Mhatre, (ii) Parvatibai Vitthal Mhatre, (iii) Nandu Vitthal Mhatre, (iv) Shobha Pramud Patil, (v) Jotsana Naresh Thakur, (vi) Bhalchandra Pandurang Gawad, (vii) Vishnu Pandurang Gawad, (viii) Narsu Pandurang Gawad, (ix) Meena Vasudev Gharat, (x) Indu Arun Patil, (xi) Vasant Narayan Gawad and (xii) Janibai Nana Patil jointly and severally appointed Nandu Vitthal Mhatre to do perform and execute all or any acts on their behalf.
3. By and under an Agreement for Sale dated 23rd June, 2004, executed by and between (i) Motiram Bistur Mhatre, (ii) Parvatibai Vitthal Mhatre, (iii) Nandu Vitthal Mhatre, (iv) Shobha Pramud Patil, (v) Jotsana Naresh Thakur, (vi) Bhalchandra Pandurang Gawad, (vii) Vishnu Pandurang Gawad, (viii) Narsu Pandurang Gawad, (ix) Meena Vasudev Gharat, (x) Indu Arun Patil, (xi) Vasant Narayan Gawad and (xii) Janibai Nana Patil (herein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendors inter- alia agreed to sell, convey and transfer their

LGM