

NARAYAN S. PATKAR  
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ADVOCATE

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ADVOCATE

Office :  
002, Ground Floor,  
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M.: 9820103340

Residence :  
Patkar House, Chiplunkar Road,  
Ram Nagar, Near Old S. K. Patil-  
School, Dombivli (E) 421 201  
Tel. Kalyan, Dist. Thane

Ref. No.

Date 17/8/2017

### TITLE CERTIFICATE

Title to the property comprising of the adjacent pieces of land situate at Mouje Wadeghar in Taluka - Kalyan, District - Thane within the limits of Kalyan Dombivli Municipal Corporation and as hereunder detailed, that is to say :-

Serial No.	S.No.	H.No.	Area Sq.Mtrs
1.	88	2A	3680
2.	88	2	1380
3.	88	3A	1690
4.	88	4	640
5.	88	10	530
6.	88	11	280
7.	88	12	150
8.	88	13	3030
9.	88	14	160
10.	90	2	5830
11.	90	3	1870
<b>TOTAL</b>			<b>19140</b>

hereinafter together referred to as "the said land" and separately by their respective Survey Numbers/Hissa Numbers.

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1. I have very carefully perused and inspected the documents relating to the title of the said land furnished to me by M/s.Ashapura Combines, a registered Partnership firm, having its office at S.No:99/6, Neelkanth Shrushti, Behind Kalyan Sports

Club, Kalyan (West), District -Thane, for enabling me to give my opinion on its title and accordingly my observations are as under :-

2. **M/s.Ashapura Combines** have, by six separate agreements, purchased the development rights in respect of aforesaid pieces of land constituting the said land from their respective owners and for reasons of convenience, I have, agreement - wise, made my observations as under :-

#### FIRST LAND

- I. Smt. Bhagabai Dashrath Shelar and 54 others are the owners of the pieces of land bearing Survey No./Hissa No. 88/4, 88/10 and 90/3 admeasuring about 640 Sq.Mtrs., 530 Sq.Mtrs. and 1870 Sq.Mtrs. respectively, which are hereinafter together referred to as "the said first land".
- II. Perused the following documents furnished to me by **M/s.Ashapura Combines** relating to the title of the said first land that is to say :-
  - i. VII - XII extract
  - ii. Mutation Entries Nos. 282, 333, 571, 817, 1090, 1091, 1092, 1192, 1194.
  - iii. 8-A Extract
  - iv. Agreement for Grant of Development Rights in respect of the said first land and some other lands dated 09.06.2005 and registered on 15.06.2005 at Serial

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of No.

Date \_\_\_\_\_

- No.4188/2005 in the Sub-Registry at Kalyan between owners Smt.Bhagabai Dashrath Shelar and Fifty four others on the one hand and M/s.Ashapura Combines on the other.
- v. Consequential Power of Attorney dated 09.06.2005 and registered on 15.06.2005 at Serial No.467/2005 in the Sub-Registry at Kalyan executed by the abovenamed owners in favour of the Partners of M/s.Ashapura Combines in respect of the said first land and some others.
- vi. Search Report dated 11.01.2005 and 23.08.2010 issued by one Mr.Jagtap for the search carried out by him in respect of the said first land and some others
- vii. Pik - Pani Utara
- viii. Order bearing No:ULC/ULN/6(1)/SR-60/Wadeghar dated 10.04.2006 of Competent Authority Ulhasnagar Urban Agglomeration.
- ix. Order bearing No: TD/T6/Tenant/SR 241/2009 dated 04.06.2009 of Sub-Divisional Officer Thane for relaxation of terms in respect of the portions of the said first land as per Section 43 etc., of the Bombay Tenancy

and Agricultural Land Act for the purpose of its development.

- x. Agreement dated 09.02.2010 between M/s. Ashapura Associates and Ashapura Combines in respect of lands bearing S.No: 72 and 89/4.
- xi. Power of Attorney dated 09.02.2010 executed by M/s.Ashapura Combines in favour of M/s.Ashapura Associates.

iii. Upon perusal and inspection of all the aforesaid documents relating to the title of the said first land, my observations are as under :-

- (a) The pieces of land bearing S.No:72, 87/4, 88/4, 88/10, 90/3 and 90/8 originally belonged to Madhukar Ramchandra Patwardhan and the tenant Purchaser Smt. Manubai Genu Shelar purchased and/or acquired those pieces of land as per the provisions of Section 43 of Bombay Tenancy & Agricultural Land Act. Accordingly, Mutation Entry No: 571 was certified and the names of the said tenant came to be entered in the owners' column in the VII - XII extract ( of the said pieces of land)
- (b) Smt. Manubai Genu Shelar died on 03.07.1986 leaving behind her son Laxman, heirs of deceased son Shankar, namely sons Abhimanyu, Yeshwant, Dhanubai ( widow of



Ref. No.

Date \_\_\_\_\_

Shankar) Usha, Sudha ( daughters of deceased Shankar),  
Baliram Genu Shelar, Dashrath Genu Shelar, Jankubai  
Pandurang Bhandari, Nagubai Namdeo Karbhari and Smt.  
Radhabai Ananta Patil. Accordingly Mutation Entry No. 817  
was certified and the names of the said heirs came to be  
entered upon VII - XII extract of the said first land.

- (c) Laxman Genu Shelar died on 14.12.1997 leaving behind him  
his two sons 1) Kaluram 2) Vijay and two daughters,  
1) Parvatibai Sudam Patil and 2) Nanda Manik Patil as his only  
heirs to inherit his property including his share in the said first  
land. Accordingly Mutation Entry No. 1090 was certified and  
the names of the said heirs came to be entered upon VII-XII  
extract of the said first land.
- (d) Abhimanyu Shankar Shelar died on 02.03.1993 leaving behind  
him his wife Gangubai as his only heir to inherit his property  
including his share in the said first land. Accordingly Mutation  
Entry No. 1091 was certified and the name of the said heir  
came to be entered upon VII-XII extract of the said first land.
- (e) Dashrath Genu Shelar died on 14.07.2001 leaving behind him  
his Sons 1) Vishnu, 2) Chandrakant, 3) Ramesh, 4) Gurunath,  
5) Bhagwan, 6) Krishna, 7) Sanjay and daughters 8) Leelabai  
Mahadu Gaikar, 9) Smt. Suman Kanha Bhoir, 10) Sulochana

- Kathe as his only heirs to inherit his property including his share in the said first land (Mutation Entry No: 1092).
- (f) As the owners paid a price of Rs. 534/- only payable to Madhukar Ramchandra Patwardhan, its entry as **Charge** in the coloum of other rights of some of the said lands mentioned in III-(a) came to be deleted ( Mutation Entry No. 1192)
- (g) By his order bearing no. **ULC/ULN/6(1)/SR-60 Wadeghar** dated **10.04.2006**, the competent Authority Ulhasnagar Urban Agglomeration allowed the said owners ( Smt. Dhanibai Shankar Shelar and others) to retain the said first land and some others being those within the ceiling limit.)
- (h) By his order bearing no. **TD/T-6/KV/VP/SR 241/2009** dated **04/06/2009**, the Sub-Divisional Officer, Thane has relaxed the terms and conditions as per the Provisions of Section 43 of the Bombay Tenancy & Agricultural Land Act for enabling the said owners to sell and/or develop some of the said pieces of land detailed in III(a)
- (i) By an Agreement for Grant of Development Rights, dated **09.06.2005** and Registered on **15.06.2005** at Serial No. **4188/2005**, Bhagabai Dashrath Shelar and fifty four others for themselves and as the guardian for their minor children, as the case may be have granted the development rights in respect of the said first land and some others (including lands

of No.

Date \_\_\_\_\_

bearing Survey Nos. 72 and 89/4) to M/s. ASHAPURA COMBINES and also executed a consequential Power of Attorney dated 09.06.2005 and registered on 15.06.2005 at Serial No. 467/2005 in the Sub-Registry, at Kalyan in their favour for enabling them to do, perform and/or execute all things / acts, deeds or documents for the purpose of maintenance, development, sale etc., ( of the said first land and some other)

- (j) By a tripartite agreement dated 09.02.2010 M/s. ASHAPURA ASSOCIATES have acquired the development rights in respect of two pieces of land bearing S. No. 72 and 89/4 from M/S. ASHAPURA COMBINES and Ramdas Baliram Shelar and three others joined themselves as confirming party (to the said agreement).
- (k) Search Reports dated 11.01.2005, 23.08.2010 & 01.12.2012 issued by one Mr. G.H. Jagtap for the search carried out by him in respect of the said first land and some others for the period mentioned therein do not disclose any encumbrance on the said land.

Subject to the aforesaid observations, in my opinion the title of the said Smt. Bhagabai Dashrath Shelar and 54 others to the said first land is clear, marketable and without any encumbrances.



## SECOND LAND

- I. Shri. Laxman Kathad Dalvi and 15 others are the Owners of the piece of land bearing Survey No:88/13 admeasuring about 3030 Sq.Mtrs. which is hereinafter referred to as the said **Second Land**.
  
- II. Perused the following documents furnished to me by M/s.Ashapura Combines relating to the title of the said **Second Land**, that is to say :-
  - i. VII – XII extracts
  - ii. Mutation Entries Nos. 282, 430, 623, 670, 877, 1279, 1296.
  - iii. Village Extract 8A
  - iv. Development Agreement in respect of the said land executed and registered on 28.11.2006 at Serial No:7160 in the Sub-Registry at Kalyan between the Owners Laxman Khatad Dalvi and 13 others on the one hand and M/s.Ashapura Combines on the other.
  - v. Consequential Power of Attorney was executed and registered on 28.11.2006 at Serial No:7161 in the Sub-Registry at Kalyan in respect of the said second land and another in favour of the Partners of M/s.Ashapura Combines by the abovenamed owners.
  - vi. Registered Confirmation Deed dated 04.04.2007 and registered on same day at Serial No: 2384 in the Sub-Registry at Kalyan.



Sl. No.

Date \_\_\_\_\_

- vii. Registered Power of Attorney executed by the Confirming Party dated 04.04.2007 and registered at Serial No: 2349 in the Sub-Registry at Kalyan.
- viii. ULC order bearing No: ULC/ULN 6(1) SR/16/Wadeghar, dated 28.11.2007 of Competent Authority Ulhasnagar Urban Agglomeration.
- ix. Two separate Search Reports both dated 21/07/2010 & 01.12.2012 in respect of the said second land issued by one Mr. Jagtap.
- x. Pik - Pani Extract
- III. Upon perusal and the inspection of the aforesaid documents relating to the title of the said second land, my observations thereon as under :-
- (a) Mutation Entry No: 430 discloses that one Khatad Mahadu Dalvi had been cultivating the said land since 1954/55, his name came to be entered upon VII - XII extracts of the said second land as **ordinary tenant**"
- (b) Mutation Entry No: 670 discloses that as the said Khatad Mahadu Dalvi had been in possession of the said second land, his name as a tenant was deleted and then came to be entered upon as **"Owner"** on the VII - XII of the said second land as per order No:A.L.T. 94.
- (c) Khatad Mahadu Dalvi died in the year 1989 leaving behind him his sons 1) Laxman 2) Dattu 3) Kashinath 4) Bhagwan, daughters 5) Mrs.Babibai Dattu 6) Mrs. Shakuntala Ananta Chulekar and 7) Asha as his only heirs to inherit his property including the said second land. Accordingly, Mutation Entry No: 877 was certified and the names of the said heirs came to be entered upon VII - XII extracts of the said second land.

- (d) Dattu Khatad Dalvi died on 25.07.2005 leaving behind him his wife 1) Sonubai, Sons 2) Vasudeo 3) Yogesh and daughters 4) Mrs. Sangita Ashok Yadav and 5) Mrs. Savita Kundlik Divekar as his only heirs to inherit his property including his share in the said second land (Mutation Entry No: 1279)
- (e) It seems that there was charge and/or encumbrance of Rs.600/- only on the said second land and one another for the amount borrowed from one Shri. Vishnu Jairam Madan and the same was deleted or removed from the coloumn of "other rights" of the VII - XII extract upon its repayment. Accordingly M.E. No: 1296 was certified.
- (f) By an Agreement for Grant of Development Rights dated 28.11.2006 and registered on 28.11.2006 at Serial No:7160 in the Sub-Registry at Kalyan, the said Shri.Laxman Khatad Dalvi and thirteen others have agreed to grant the development rights in respect of the said second land and one another to M/s. Ashapura Combines.
- (g) Consequential Power of Attorney dated 28.11.2006 and registered on 28.11.2006 at Serial No:7161 in the Sub-Registry at Kalyan was executed by the abovenamed owners in respect of the said second land and one another in favour of the partners of M/s.Ashapura Combines.
- (h) Confirmation Deed and Consequential Power of Attorney both dated and registered on 04.04.2007 at Serial Nos.2348 & 2349 respectively were executed by Mrs.Baimabai Bhagwan Dalvi and Mrs. Asha Mahendra Divekar thereby confirming and/or giving their consent



Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

to the terms and conditions of the said Development Agreement dated 28.11.2006 and for enabling the said M/s.Ashapura Combines to do the needful as intended by the said Agreement.

- (i) The abovementioned Search Reports in respect of search carried out in respect of the said second land by one Mr. G.H. Jagtap does not disclose any encumbrance on the said second land till the date of search reports. Search reports dated 01.12.2012 issued by the said Mr.Jagtap for the search carried out by him for the period of 8 years preceding the said date also does not disclose any encumbrance on the said second land. The copies of the Search Reports are advised to be furnished to concerned persons alongwith this title certificate.
- (j) Subject to the aforesaid observations, in my opinion the title of the said Laxman Khatad Dalvi and 13 others and also of the Confirming Parties abovenamed to the said second land is clear, marketable and without any encumbrances

### THIRD LAND

- I. Laxman Govind Madhvi and others are the owners of the piece of land bearing Survey No. 86 Hissa No: 2-A admeasuring about 3680 Sq.Mtrs. which is hereinafter referred to as said third land.
- II. Perused the following documents furnished to me by M/s.Ashapura Combines relating to the title of the said third land , that is to say :-
- i. VII - XII extracts
  - ii. Mutation Entries Nos. 152, 162, 217, 282, 623, 688, 711, 871, 1290
  - iii. Village Extract 8A



- iii. Tripartite Development Agreement dated 25.08.2006 and registered on the same day at Serial No:5381/2006 in the Sub-Registry at Kalyan in respect of the said third land and one another between owners Laxman Govind Madhavi and others, M/s. Ashapura Combines, developers and Shri.Jadhavji Virji Gajra, as Confirming Party.
  - iv. Consequential Power of Attorney executed and registered on 25.08.2006 at Serial No: 5382 in favour of M/s.Ashapura Combines in respect of the said third land and one another by the said owners and the Confirming Party.
  - v. Search Report dated 25.01.2006 & 01.12.2012 issued by one Mr. G.H. Jagtap
  - vi. Pik – Pani Extract
- III. Upon perusal and the inspection of the aforesaid documents relating to the title of the said third land, my observations thereon as under :-
- (a) Govind Maya Madhavi seems to be the original owner of the said third land.
  - (b) Govind Maya Madhavi died 6 – 7 years prior to 1974 leaving behind him his sons (i) Laxman (ii) Rama, daughter Rukmini/Sarawati and Wife Padibai. The Children were minor in the year 1974 and Padibai was their guardian. Accordingly Mutation Entry No: 688/711 was certified and their names of the said heirs came to be entered upon 7/12 Extract of the said third land.
  - (c) Mutation Entry No: 871 discloses that as the Padibai Govind Madhavi died on 04.05.1984 leaving behind her two sons Laxman and Ramchandra and daughter Mrs. Lata Parshuram

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Pimple (erstwhile Saraswati Madhavi) as her only heirs to inherit her property including her share in the said third land.

- (d) Mutation Entry No. 1290 also discloses that by the order of Tahalsildar Kalyan bearing No. 4207/2011 dated 23.11.2011 the said Shri.Laxman Govind Madhavi and other are shown as the owners/possessors of the said third land.
- (e) By Tripartite Agreement for Grant of Development Rights dated 25.08.2006 and registered on the same day at Serial No: 5381 in the Sub-Registry at Kalyan, the said Laxman Govind Madhavi and others ( the names shown on 7/12 Extract) for themselves and for their minor children granted the Development Rights in respect of the said third land and one another to M/s Ashapura Combines and One Jadhavji Virji Gajara joined himself as the Confirming Party to the said Agreement.
- (f) Consequential Power of Attorney dated 25.08.2006 and registered on the same day at Serial No: 5382 was executed in favour of the Partners of M/s. Ashapura Combines by the Other parties in the said development agreement in respect of the said third land for the purpose of its intended development and sale etc.,
- (g) Search Report dated 25.01.2006 issued by one Mr. G.H.Jagtap in respect of his search carried out for the last 30 years by him in respect of the said third land in the Sub-Registry at Kalyan does not disclose any encumbrance thereon for the period mentioned therein. Search Reports dated 01.12.2012 in respect of the said third land for the period of 8 years does not disclose any encumbrance.



- (h) Subject to the aforesaid observations, in my opinion the title of the said Shri.Laxman Govind Madhavi and others to the said third land is clear, marketable and without any encumbrances.

#### FOURTH LAND

- I. Shri.Chandrakant Ragho Kapse and others are the owners of the pieces of land bearing Survey Nos. 88/2, 88/12, 88/14 and 90/2 admeasuring about 1380 Sq.Mtrs., 150 Sq.Mtrs, 160 Sq.Mtrs. and 5830 Sq.mtrs. respectively and are hereinafter together referred to as the said fourth land.
- II. Perused the following documents relating to the title of the said fourth land furnished to me by M/s.Ashapura Combines, that is to say :-
- i. VII - XII extract
  - ii. Mutation Entries Nos. 338, 424, 429, 534, 623,645, 781, 833, 1093,1191,1193,1168,1169.
  - iii. Village 8-A Extract
  - iv) Development Agreement dated 25.04.2005 and registered on 27.04.2005 at Serial No: 3081/2005 in the Sub-Registry at Kalyan in respect of the said fourth land and some others between owners Chandrakant Ragho Kapse and ten others on the one hand and M/s.Ashapura Combines as the Developers on the other.
  - v) Consequential Power of Attorney dated 25.04.2005 and registered on 27.04.2005 at Serial No:3082/2005 executed by the abovenamed owners in favour of M/s.Ashapura Combines for enabling them to do the needful as intended by the said development Agreement.



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- vi) Order bearing No: **ULC/ULN/6(1)/SR - 21/Wadeghar** dated **18.04.2006** of the Competent Authority Ulhasnagar Urban Agglomeration.
- vii) Order bearing No. **TD/T6/KV/VP/SR-240/2009** dated **04.06.2009** of the Sub-Divisional Officer, Thane.
- viii) Order bearing No: **ULC/ULN/Sec.(20) (N) SR -640** dated **15.11.2007**.
- ix) Pik - Pani extract
- III. Upon perusing and inspecting the aforesaid documents relating to the title of the said fourth land, my observations thereon as under :-
- (a) Mutation Entry No: 645 witnesseth that one Ragho Kalu Kapse has acquired the said fourth land and some others under the provisions of Bombay Tenancy & Agricultural Land Act for a price of Rs.1023/- only. The amount was to be paid in four installments. The acquisition is as per Section 43 of the Bombay Tenancy & Agricultural Land Act. As the said purchaser is also in possession of the said fourth land, his name was deleted from the column "other rights" of the VII - XII extract by entering it in "landlord" column.
- (b) Ragho Kalya Kapse died two years prior to **18.08.1982** leaving behind him his two sons 1) Chandrakant 2) Anant and three daughters 3) Anjani Vasant Shelar 4) Baby Ragho Kapse and 5) Chandra Ragho Kapse as his only heirs. Accordingly Mutation Entry No: 781 was certified and their names came to be entered upon VII - XII extract of the said fourth land.
- (c) Mutation Entry no: 833 witnesseth that some of the lands belonging to Ragho Kalia Kapse were declared surplus as per the provisions of Urban Land (Ceiling and Regulation) Act.

- (d) Mutation Entry No: 1093 discloses that Smt.Chandra Halya Bhoir (erstwhile Chandra Ragho) died leaving behind her son Vinod and daughter Rekha as her only heirs.
- (e) Mutation Entry No: 1191 witnesseth that as the entire amount of price of Rs.1023/- only was paid, the charge of Govind Vishnu Kelkar for the said amount on the said fourth land came to be deleted.
- (f) By his order bearing No. **TD/T6/KV/VP SR-240/2009** dated **04.06.2009** the Sub-Divisional Officer, Thane has relaxed the terms as per Section 43 (1) of the Bombay Tenancy and Agricultural Land Act and Rule 25 (A) (1) (E) thereof and allowed the owners through their C.A. Mangesh D. Gaikar to develop the said fourth land subject to terms and conditions mentioned therein.
- (g) It is seen that the many of the said lands belonging to Kapse were declared surplus as per the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 and exemption as per the provisions of Section 20 of the said Act was granted in respect of lands bearing S.No: 88/2, 88/12, 90/2 and 90/9.
- (h) By an Agreement for Grant of Development Rights executed and Registered on **27.04.2005** at Serial No: 3081 in the Sub-Registry at Kalyan, the said Owners, Chandrakant Ragho Kapse and ten others, for themselves and as the guardians of their minor children if any, have granted the development rights in respect of the said fourth land and some others to M/s.Ashapura Combines.
- (i) Consequential Power of Attorney dated **25.04.2005** and registered on **27.04.2005** at Serial No: 3082 has been executed by the owners abovenamed in favour of the Partners of M/s.Ashapura Combines for enabling them to do the needful as intended by the said development Agreement.



Ref. No.

Date \_\_\_\_\_

- (j) Four separate Search Reports all dated 04.10.2005 issued by one Mr. Jagtap for the search carried out by him in respect of seven pieces of lands mentioned in the said agreement (including the said fourth land) for the thirty years prior to its date does not disclose any encumbrance on the said fourth land
- (k) Search Report dated 01.12.2012 issued by the said Shri.Jagtap for the search carried out by him in respect of the pieces of land bearing Survey No. 88/2, 88/12, 88/14 and 90/2 for the period of 8 years preceding its date does not disclose any encumbrance on the said fourth land.
- (l) Subject to the aforesaid observations, in my opinion the title of the said Chandrakant Ragho Kapse and others to the said fourth land is clear, marketable and without any encumbrances

#### FIFTH LAND

- I. Smt. Dhanibai Shankar Shelar and her children are the owners of the piece of land bearing Survey No. 88/3A admeasuring about 1590 Sq.Mtrs. and hereinafter referred to as the said fifth land.
- II. Perused the following documents relating to the title of the fifth land furnished to me by M/s.Ashapura Combines, that is to say :-
- i. VII - XII extract
  - ii. Mutation Entries Nos. 162, 152, 282, 688, 871, 922 and 1291.
  - iii. Village 8A EXTRACT
  - iv. Tripartite Development Agreement dated 09.01.2006 and registered on 10.01.2006 at Serial No:164/2006 in the Sub-Registry at Kalyan between Smt. Dhanibai Shankar Shelar, as the Owner, M/s.Ashapura Combines as the Developer and the three children of the owner as Confirming Parties.



- v. Consequential Power of Attorney executed on 09.01.2006 and registered on 10.01.2006 at Serial No:165/2006 in favour of M/s.Ashapura Combines in respect of the said fifth land by the other parties in the development Agreement.
  - vi. Order bearing No:ULC/ULN/6(1)/SR -60/Wadeghar dated 10.04.2006 of the Competent Authority Ulhasnagar Urban Agglomeration
  - vii. Pik – Pani Extract
  - viii. Search Report dated 21.07.2010 issued by one Mr.Jagtap.
- III. Upon perusing and inspecting the aforesaid documents relating to the title of the said fifth land, my observations thereon are as under.
- (a) The said fifth land originally belonged to **Govind Maya Madhavi.**
  - (b) By a Deed of Sale dated 14.06.68, one **Dhanibai Shankar Shelar** purchased the said fifth land for Rs.150/-only from the said Govind Maya Madhavi.. Accordingly, Mutation Entry No: 922 was duly certified and the name of the said Dhanibai Shankar Shelar came to be entered on the 7/12 extract of the said fifth land.
  - (c) Mutation Entry No: 1291 confirms that the said Smt.Dhanibai Shankar Shelar is the owner and occupier of the said fifth land.
  - (d) By his order bearing No:ULC/ULN/6(1)/SR – 60 Wadeghar, dated 10.04.2006 the Competent Authority Ulhasnagar Urban Agglomeration has allowed said Smt. Dhanibai Shelar to retain

Ref. No.

Date \_\_\_\_\_

1500 Sq.Mtrs of the said fifth land (by declaring 66 Sq.Mtrs. there from to be surplus). It has also been observed in the said order that as the said fifth land is her self - acquired property, other heirs can not be said to have share in it.

- (e) By a tripartite Agreement for grant of development rights dated 9<sup>th</sup> January, 2006 and registered on 10.01.2006 at Serial No:164/2006 in the Sub-Registry at Kalyan, the said Smt. Dhanibai Shankar Shelar has, as the owner granted the development Rights in respect of the said fifth land to M/s.Ashapura Combines and her children Yeshwant Shankar Shelar and two others joined themselves as Confirming Party to the said Agreement.
- (f) Consequential Power of Attorney dated 09.01.2006 and registered on 10.01.2006 at Serial No:165/2006 in the Sub-Registry at Kalyan has been executed in favour of partners of M/s.Ashapura Combines by the other parties in the Development Agreement for enabling them to develop and sell the said fifth land as intended (by the said Agreement)
- (g) Search Report dated 21.07.2010 issued by one Mr.Jagtap for the search carried out by him for the last forty years in respect of the said fifth land in the Sub-Registry at Kalyan does not disclose any encumbrance on the said fifth land for the period mentioned therein. Subsequent search report dated 01.12.2012 for the search carried out by Shri.G.H.Jagtap for

the period from 2005 to 2012 also does not disclose any encumbrance on the said fifth land.

- (h) Subject to the aforesaid observations, in my opinion the title of the said Dhanibai Shankar Shelar and her children to the said fifth land is clear, marketable and without any encumbrances.

#### SIXTH LAND

- I. One Shri.Chandrakant Ragho alias Chandu Kapse and others are the owners of the land bearing Survey No. 88/11 admeasuring about 280 Sq.Mtrs. which is hereinafter referred to as the said Sixth land.
- II. Perused the following documents furnished to me by M/s.Ashapura Combines relating to the title of the said sixth land, that is to say :-
  - i. VII - XII extract
  - ii. Mutation Entries Nos. 282, 340, 534, 579, 1168, 1371 and 429
  - iii. Agreement for Grant of Development Rights dated 18<sup>th</sup> May, 2013 and registered on 20.05.2013 at Serial No: 3763/2013 in the Sub-Registry at Kalyan executed between Shri. Chandrakant Ragho alias Chandu Kapse and seven others on the one hand and M/s.Ashapura Combines on other hand.
  - iv. Consequential Power of Attorney dated 18.05.2013 and registered on 20.05.2013 at Serial No:3764/2013 in the Sub-



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Ref. No.

Date \_\_\_\_\_

Registry at Kalyan executed by the abovenamed owners in favour of the Partners of M/s. Ashapura Combines.

v. Search Report dated 04.07.2013 issued by one Mr. Jagtap for the period from 1974 upto 04.07.2013 in respect of the said sixth land in the Sub-Registry at Kalyan.

III. Upon the perusal and inspection of the aforesaid documents relating to the title of the said sixth land, my observations thereon are as under:-

- (a) Talathi Saja Kalyan has issued the certificate thereby confirming that Mutation Entries Nos. 1 to 66 in respect of the lands situate at Wadeghar, Kalyan are not available.
- (b) On the perusal of the Mutation Entry No.282 it is seen that one Vishnu Hari Kelkar was shown as "Kabzedar" in respect of the said sixth land.
- (c) It seems that the said sixth land, thus, originally belonged to Vishnu Hari Kelkar who died leaving behind him 1) Govind Vishnu 2) Vasudevo Raoji 3) Vishwanath Vishnu 4) Laxman Vishnu and 5) Kamlabai Sadashiv Kelkar as his only heirs to inherit his property including the said sixth land. Accordingly Mutation Entry No: 534 was certified and the names of the said heirs came to be entered upon VII - XII extract of the said sixth land.

- (d) Mutation Entry No: 340 discloses that the name of one Shri. Hari Babu came to be entered as the "Protected Tenant" on the VII - XII extract of the said sixth land.
- (e) Mutation Entry No: 429 discloses that as one Ragho Kalya was cultivating some of the lands belonging to Vishnu Hari Kelkar, the name of Hari Aba came to be deleted (from the year 1954/55) and the name of Ragho Kalya came to be entered as the ordinary Tenant on the VII - XII Extract of the said land. It, however, seems that the said land has remained to be mentioned in the said Mutation Entry No: 429 and only the lands bearing S.Nos. 88/12 and 88/14 have been mentioned.
- (f) Mutation Entry No: 579 discloses that one Ragho Kalya Kapse has purchased some lands including the said sixth land according to the provisions of Section 43 of the Bombay Tenancy and Agricultural Land Act for a price of Rs.1160/- only. The said sixth land is of new tenure.
- (g) Mutation Entry No: 1168 discloses that as the purchaser deposited the said sum of Rs.1160/- only, the charge or encumbrance of Govind Vishnu Kelkar in the column "Other rights" of the VII - XII of the land mentioned therein (including the said sixth land) came to be deleted. (32 - M Certificate according to provisions of Section 32 - M of the Bombay Tenancy & Agricultural Land Act).

Ref. No.

Date \_\_\_\_\_

- (h) Mutation Entry No: 1371 discloses that late Ragho Kalu Kapse died leaving behind him his sons 1) Chandrakant and 2) Ananta and daughters 1) Anjali Vasant Shelkar 2) Baby Ragho Kapse and grand children Vinod Halya Bhoir and Rekha Halya Bhoir, the heirs of deceased daughter Chandra Halya Bhoir, who died on 20.05.1989, as his only heirs. Accordingly the names of the said heirs came to be entered upon VII - XII extract of the said sixth land.
- (i) By an agreement for grant of development rights dated 18.05.2013 and registered on 20.05.2013 at Serial No.3763/2013 in the Sub-Registry at Kalyan, the said abovenamed heirs of Ragho Kapse, for themselves and as the guardian of their respective heirs, as the case may be, have granted the development rights in respect of the said sixth land to M/s.Ashapura Combines.
- (k) Consequential Power of Attorney dated 18.05.2013 and registered on 20.05.2013 at Serial No: 3764/2013 in the Sub-Registry at Kalyan has been executed by the owners of the said sixth land, Shri.Chandrakant Ragho Kapse and seven others in favour of the partners of M/s.Ashapura Combines for enabling them to develop the said sixth land as intended by said development agreement.
- (l) Search reports, dated 04.07.2013 given by one Shri. G.H. Jagtap for the search carried out by him in respect of the said



sixth land in the Sub-Registry at Kalyan does not disclose any encumbrance on the said sixth land for the period mentioned therein.

(m) Subject to abovesaid observations and solely on the basis of the documents relating to the title of the said sixth land furnished to me by M/s.Ashapura Combines, I am of the opinion that the title of the said Chandrakant Ragho Kapase and others to the said sixth land is clear, marketable and without any encumbrances.

3. The said land comprises of the said first land, second land, third land, fourth land, fifth land and sixth land and M/s.Ashapura Combines got the plan of the proposed buildings to be built on the said land approved from KDMC vide its amended interim building permission (IOD) bearing No.KDMC/NRV/BP/KV/2012-2013/220/ 132 dated 29.07.2013.
4. By his order bearing No. NAP/Wadeghar-Kalyan/SR-202/2012 Collector Office Thane, dated 5<sup>th</sup> December, 2013, the Collector of Thane has allowed the said land to be converted into its non-agricultural use on the terms and conditions mentioned therein.
5. By its certificate bearing no.KDMC/NRV/BP/KV/2012-2013/220/343 dated 20.02.2014 the KDMC has allowed the commencement of the construction of the buildings on the said land

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

in accordance with aforesaid building permission and sanctioned plan.

- 1) Partners of M/s. Ashapura Combines have assured me that i) the said land and/or any part or portion thereof is not affected by any type of reservation, ii) the said land and/or any part or portion thereof is not affected by any encroachment and iii) no suit and / or any legal proceedings in respect of the said land or any portion thereof is pending in any Court. Moreover, no lis-pendence is found to have been registered in the search reports referred herein (issued by Mr. Jagtap). Upto date search (for remaining years after the date of search reports) shall be carried out in the sub-registry at Kalyan.
- 2) Subject to the aforesaid observations, I am of the opinion that the title of the abovenamed owners to their respective pieces of land constituting the said land is clear, marketable and without any encumbrance and M/s. Ashapura Combines have acquired the development rights in respect of the said land in the manner heretofore stated and are therefore, entitled to develop it as per the provisions of Maharashtra Real Estate (Regulation & Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Web Site) Rules,2017 Act, and/or any amended Act subject to their compliance of the provisions of several relevant Acts and/or D.C.Rules, as and when required.



N.S.Patkar  
Advocate