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M/S. PATIL GANGARKAR & CO. (REGD.)

ADVOCATES – HIGH COURT

2, Old Bhanbai Niwas, Gr. Floor, Gurunanak Estate, Opp. Gokul Hospital, M.G. Raod,
Mulund (W), Mumbai - 400 080

RPAD/UCP/HD/COURIER

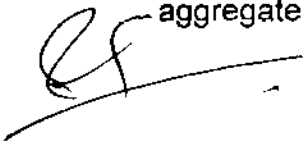
Ref: RERA Title/M/s Siddhi Gaurav Enterprises/0004

Date: 21/07/2017

TITLE REPORT

Ref: ALL Those pieces or parcels of N.A. land in aggregate admeasuring 49,137 Sq. mtrs., situate, lying & being at village Dhokali (formerly village Balkum) Tal & Dist Thane, within the limits of Thane Municipal Corporation & in the registration Dist & Sub Dist. Thane bearing Village Dhokali, Survey Nos.79/1A, 2A,2C, 3A, 80/1B, 2A, 2B, 3A, 4, 5A, 8, 9, 81/1/1, 1/3, 82/2, 3, 4, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6E, 84, 85, 86/1, 2, 3A, 4A, 4B, 5A, 5/2(AI), 5/B, 5/C, 5D, 5E, 5/(F), 5/H, 5K, 5M, 5(O), 5(S), 5(T), 87/2/1/A1, 87/2/4, 88/5/6, 88/5/2A, 88/5/2C, 66/5 and Old village Balkum Survey Nos. 122/1P, 2AP, 2B(p), 3(p), 123/1P, 2P, 3P, 4, 5P, 8, 9, 124/1P, 125/2, 3, 4, 5A, 5P, 6P, 126/, 127/, 233/1, 2, 3A, 4A, 4B/5/1, 5/2, 5/9, 5/3, 5/4, 5/5, 5/6, 5/7, 5/8, 5/9, 5/11, 5/12, 5/14, 5/15,128/2P, 129/5/6, 5/3, 306/5.

1. This is to certify that as per Revenue Record the subject land is owned by
(i) M/s. Siddhi Real Estate Developers Thane (for short "Siddhi Real"), in
aggregate admeasuring 40,337.07 sq. mtrs., bearing S. No. 79/1A, 2A, 2C,



3A, 80/1B, 2A, 2B, 3A, 4, 5A, 8, 9, 81/1/1, 1/3, 82/2, 3, 4, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6E, 84, 85, 86/1, 2, 3A, 4A, 4B, 5A, 5/2A, 5/3B, 5/4C, 5D, 5E, 5/7B(F), 5/8H, 5K, 5M, 5(O), 5(S), 5(T), 87/2/1/A1, 87/2/4, 88/5/6, 5/2A, 88/5/2C of Village Dhokali, (ii) Mr. Kunal Praveenchandra Gala & 3 others in aggregate admeasuring 8800 sq. mtrs. bearing S. No. 66/5 of Village Dhokali.

2. M/s. Siddhi Gaurav Enterprises Thane, have handed over to us, all the title Deeds, Agreements, Power of Attorney, Revenue Record, 7/12 extracts, Mutation Entries etc. Search Report/NA orders / ULC orders / NOC / papers / approvals / sanctions / permits / commencement certificate issued by / TMC / orders issued by Competent Authorities in respect of the subject property/Court papers/orders and other concerned connected papers, with a request to investigate into the title to the said property and to issue them Title Report under RERA 2016 and the Rules framed there under, applicable in Maharashtra State.
3. We have through Search Clerk Mr. Akshay Kinjale of Thane taken search of the record maintained by Sub-Registrar Offices Thane for the period from 1988 to 2017 (till 22/06/2017).
4. On going through all the papers/Documents/ records / orders/ sanctions/ approvals/Court papers provided to us by the said Siddhi Real and Search Reports, we revealed the following position in respect of the said Property. There are various properties originally owned by different land owners and as such we give our observations original Land Owners' wise.

(A) LAND - A

Formerly owned by M/S. G. M. Finance & Trading Company (for short G. M. Finance) in aggregate admeasuring 38670 sq. mtrs., bearing New S.N.81/1, 84, 85, 87/2, 88/5 (Part) and 88/5 (Part) Old S.N. 124/1,126, 127, 128/2, 129/5/2 (Part) and 129/5/3, hereinafter referred to as the **G.M. Property**.



- i. Since, prior to the year 1947, one Shreepad Vithal Pradhan was the owner/holder of the said G.M., property admeasuring in the aggregate 38,670 square meters, situate, lying, and being at Village Balkum, Taluka and District Thane, Registration and Sub - Registration District Thane.
- ii. Mutation Entry No. 879 dated 9th October, 1947 records that Shreepad Vithal Pradhan sold the aforesaid Land to Lala Karamchand Gobindram and Lala Chhagamal Murlidhar Aggarwal by a Deed of Conveyance dated 22nd September, 1947 for the consideration and in the manner set out therein.
- iii. It appears that the Lala Karmchand Gobindram and Lala Chhagamal Murlidhar have settled the Land-I into a partnership firm of themselves and their family members in the name and style of "Messrs Dewanchand Nikkamal & Company".
- iv. By and under a Deed of Conveyance dated 12th May, 1966 and registered with the office of the Sub-Registrar of Assurances, Bombay under Serial No. BOM/R/1709/1966 made between Messrs Dewanchand Nikkamal & Company therein referred to as the Vendors and one Messrs G.M. Finance and Trading Company ("G M Finance") therein referred to as the Purchasers, the Vendors therein sold, transferred, conveyed, assured, and assigned, in favour of G.M. Finance, inter-alia, the G.M. Property. The same is recorded vide Mutation Entry No.2372 dated 29th June, 1974.
- v. Mutation Entry No.2390 dated 5th April, 1972 records that by and under the provisions of the Weights and Measurements Act, 1958 and Indian Coinage Act, 1956, a new system of measurement was brought into effect for the entire Village Balkum.
- vi. Mutation Entry No.3 dated 4th December, 1999 records that in pursuance of the Notification dated 9th November, 1970 bearing reference no. Ekmi/1069/32890 passed by Department of Revenue and Forest, the land situated in the Village Dhokali Pada of Village Balkum was separated from village Balkum as Village Dhokali and were assigned new Survey Nos.
- vii. Mutation Entry No. 39 and 40 both dated 24th July, 2003 record that by and under a Declaration dated 16th July, 2007 and registered with office of the Sub-Registrar of Assurances Thane No. 5 under Serial No. 4514 of 2003, G.M. Finance handed over possession of a portion of the G.M. Property



admeasuring in the aggregate 5787.85 square meters to Thane Municipal Corporation (TMC) reserved for and /or the purpose of 25 meters D.P. Road (hereinafter referred to as **"the Land under Reservation"**);

- viii. By and under an Agreement for Development date 30th April, 2003 and registered with the Office of the Sub-Registrar of Assurances Thane under Serial No. TNN5-2735 of 2003 made between G.M. Finance therein referred to as the Owners and Siddhi Real through its partners therein referred to as the Developers, G.M. Finance granted to Siddhi Real, development rights in respect of a portion of the G.M. Property admeasuring 17,461 square meters, bearing New S. N.81/1, 87/2P, 88/5/2P, 88/5/3P at or for the consideration and in the manner specified therein. So also in pursuance to the Said Agreement executed a General Power of Attorney dated 30th April, 2003, registered with the Sub-Registrar, Thane, under Serial No.229, and a Special Power of Attorney dt. 30/04/2003 registered with the Sub-Registrar under sr. No. 227 in favour of Siddhi Real.
- ix. By and under an Agreement for Development dated 31st March, 2004 and registered with the Office of the Sub- Registrar of Assurances Thane under Serial No. TNN5-2470 of 2004 made between G.M. Finance being the Owners and the said **"Siddhi Real"** through its partners (1) Shri Rajdaksh Mahendra Sharma and 3 others therein referred to as the Developers, the Owners therein granted to Siddhi Real Estate Developers, development rights in respect of balance portion of the G.M. Property admeasuring 21,209 square meters. So also pursuant to the aforesaid Agreement for Development dated 31st March, 2004 executed a General Power of Attorney dated 31st March, 2004 registered with the Sub-Registrar under Serial No. 273, in favour of (1) Shri. Rajdaksh Mahendra Sharma & 3 others Partners of Siddhi Real.
- x. Thereafter by and under a Deed of Conveyance dated 5th April, 2008 registered with the office of the Sub- Registrar of Assurances Thane under Serial No. TNN1-2056 of 2008 made between M/s. G.M. Finance being the Vendors and Siddhi Real through its Partners (1) Shri. Rajdaksh Mahendra Sharma & 3 others therein referred to as the Purchasers, G.M. Finance



sold, transferred, conveyed, assured, and assigned unto Siddhi Real , an area admeasuring 32,798.75 square meters of the G.M. Property. The same is recorded vide Mutation Entry No. 180 dated 13th May, 2008.

- xi. Mutation Entry No. 295 dated 2nd June, 2009 records that by a Declaration dated 2nd June 2009 and registered with the office of the Sub- Registrar of Assurances Thane under Serial No. 4469 of 2009, whereby Siddhi Real declares they have handed over a portion of the G.M. Property bearing Survey No.87/2/1A admeasuring 327.19 square meters to Thane Municipal Corporation towards reservation for road.
- xii. Mutation Entry No.261 dated 29th March, 2011 inter-alia, records that by an order passed by the Taluka Inspector, Land Records Thane dated 30th November, 2010 the survey nos. listed therein were sub- divided in the following manner and the areas were rectified as per the Hissa Form 12 as follows;
- (i) Survey No. 87/2/1A (Old Survey No.128) was sub-divided into;
 - (a) Survey No. 87/2/1A/1 admeasuring 17990 square meters in the name of Siddhi Real;
 - (b) Survey No. 87/2/1A/2 admeasuring 310 square meters reflecting the name of Thane Municipal Corporation.
 - (ii) Survey No. 88/5 (Old Survey No.129) was inter-alia sub-divided and the area recorded as follows:
 - (a) Survey No.88/5/2 admeasuring 6740 square meters reflecting the name of Siddhi Real;
 - (b) Survey No. 88/5/6 admeasuring 610 square meters reflecting the name of Siddhi Real.
- xiii) Mutation Entry No. 868 dated 3rd January, 2013 records that by an order passed by the Taluka Inspector Land Records, Thane dated 27th November, 2006 and bearing No.1189 and by an Order dated 1st December, 2006 the survey nos. listed therein were sub-divided in the following manner and the areas were rectified as per the Hissa Form 12 as follows;
- (i) Survey No. 81/1 (Old Survey No. 124/1) was sub-divided into:



- (a) Survey No.81/1/1 admeasuring 4600 square meters reflecting the name of G.M Finance;
- (b) Survey No.81/1/2 admeasuring 1680 square meters reflecting the name of G.M Finance;
- (c) Survey No.81/1/3admeasuring 520 square meters reflecting the name of G.M Finance;
- (ii) Survey No. 87/2(Old Survey No, 128/2) was sub-divided into:
 - (a) Survey No.87/2/1 admeasuring 18100 square meters reflecting the name of G.M Finance;
 - (b) Survey No.87/2/2 admeasuring 1710 square meters reflecting the name of G.M Finance;
 - (c) Survey No.87/2/3 admeasuring 50 square meters reflecting the name of G.M Finance;
 - (d) Survey No.87/2/4 admeasuring 740 square meters reflecting the name of G.M Finance;
- (iii) Survey No. 87/2/1 (Old Survey No.128/2) was subdivided into:
 - (a) Survey No.87/2/A admeasuring 18300 square meters reflecting the name of G.M Finance;
 - (b) Survey No.87/2/2A admeasuring 580 square meters reflecting the name of G.M Finance;
 - (c) Survey No.87/2/3A admeasuring 20 square meters reflecting the name of G.M Finance);
- xiv) Mutation Entry No. 349 dated 25th April, 2016 records that by a Declaration dated 16th November, 2009 and registered with the office of the Sub-Registrar of Assurances, Thane-2 under Serial No. 10682 of 2009, whereby Siddhi Real declared that they have handed over possession of the portion of the land bearing Survey No.88/5/2/B and admeasuring 4360 square meters to Thane Municipal Corporation towards reservation for Thane Municipal Secondary School.
- xv) Mutation Entry No. 350 dated 25th April, 2016 records that by an order passed by Taluka Inspector the Land Records, Thane dated 9th February, 2016 and bearing No.Du.Li/Fa.Vi./Po.Hi. Moran-1662/15 Duran. 2113/16/606 Mauje- Dhokhali, Thane Survey No. 88/5/2 was sub-divided in



the following manner and the areas were rectified as per the Hissa form 12 as follows:

- (a) Survey No. 88/5/2A admeasuring 950 square meters reflecting the name of Siddhi Real Estate Developers;
 - (b) Survey No. 88/5/2B admeasuring 4360 square meters reflecting the name of Thane Municipal Corporation;
 - (c) Survey No. 88/5/2C admeasuring 1390 square meters reflecting the name of Siddhi Real Estate Developers;
- xvi)** In the manner aforesaid Siddhi Real became the owner of and entitled to Survey Nos. 81/1/1, 81/1/3, 84, 85, 87/2/1A,87/2/3, 87/2/4, 88/5/2A, 88/5/2C and 88/5/6 admeasuring in the aggregate 28,090 square meters; i.e. G.M.Property.
- xvii)** Orders Under The ULC Act 1976 in Respect Of Land – A : ULC Permission:
- a)** Order dt. 30/10/1993 of the Addl. Collectors and Competent Authority Thane Urban Agglomeration passed U/s.8 (4), the said Land-A held by G.M. Finance was declared retainable, which order was rectified by another order dt. 22/10/2002 bearing No.ULC/TA/TC No.1/Balkum/SR-200. The said order dt. 30/10/1993 was further rectified by the said Competent Authority vide his 3rd order dt. 28/09/2007 bearing No. ULC/TA/T-1/Balkum/SR. Under aforesaid all orders the said Land-A is declared as retainable.
 - b)** By an order in the form of letter No. ULC/TA Sec-22/SR 314 dt. 26/11/2002 issued U/s. 22, the Competent Authority granted permission to G.M. Finance to demolish structures standing on the said Land-A.

(B) LAND - B

Formerly owned by Smt. Yamunabai Deo Patil & Ors. admeasuring 8800 sq.mtrs. bearing Balkum Old. S.N. 306/5 & Dhokali New S.N.66/5 hereinafter referred to as the Patil Property.

- i.** Since prior to the year 1934, one Babu Satyanarayan and Jagdish Satyanarayan Avasthi were the owners of and/or seized and possessed of the said Patil property bearing Old Survey No. 306/5 (Now New Survey No.



66/5) admeasuring 8800 square meters situate, lying, and being, at Village Balkum (now Dhokali), Thane, Taluka and District Thane, Registration Dist. and Sub-District Thane.

- ii. Mutation Entry No.529 certified on 5th May, 1934, records that the said land was sold by Babu Satyanarayan and Jagdish Satyanarayan Avasthi to Dosabhai Bahiramji Dongriwala and others, on or around 12th March, 1934.
- iii. Mutation Entry No.1062 dated 11th December, 1956 records that in pursuance of an Order dated 11th December, 1956 bearing registration No.RTSSRI1243, the name of Dosabhai Bahiramji Dongriwala was deleted from the revenue records pertaining to the said Patil Property and the name of one Tulshiram Natthumal was entered as owner thereof.
- iv. Mutation Entry No.2206 dated 20th March, 1964 records that Rakhiram Tulshiram Arora and Rameshkumar Tulshiram Sachdev have purchased the said Patil Property from Tulshiram Natthumal under a Sale Deed dated 24th January, 1968.
- v. Mutation Entry No.2812 dated 28th July, 1988, records that pursuant to Tenancy Order dated 19th July, 1988 bearing reference No.LSP-7-III-20 No.32G/Balkum 54-87 passed by the ALT and Addl. Tehsildar Thane, Yamunabai Deo Patil, was declared as tenant purchaser in respect of the said Patil Property and her name was recorded in the holders' column and the charge of purchase price of the Landlord was recorded in the other rights column so also puts restriction U/s. 43 of the said Act on the said Patil Property.
- vi. Mutation Entry No.2920 dated 25th February 1991 and Mutation Entry No.2224 dated 15th July 1991 records about N.A.Order dated 14th December, 1988, its cancellation, and appeal thereon, remarks about dispute in other right column and pursuant to MRT, Bombay's order removal of the said remark.
- vii. Mutation Entry No. 2922 dated 6th July, 1991 records that Yamuabai Deo Patil has paid the full Purchase price in respect of the said Patil Property and therefore a certificate under Section 32M of the B.T. & AL Act, 1948 was issued and the charge of the aforesaid landlords in the other rights column for the purchase price has been removed.



- viii. By and under an Agreement to Sell dated 5th May, 2000 and registered with the office of the Sub- Registrar of Assurances, Thane under Serial No. 2862 of 2000 made between Siddhi Real therein referred to as the Purchasers and (i) Yamunabai Deo Patil, and 11 others therein referred to as the Vendors, (i) Rajdaksh Mahendra Sharma (ii) Kapil Mahendra Sharma, therein referred to as the Confirming Party, the Vendors had agreed to sell, transfer, assign and convey, to the Purchasers, inter-alia, the said Patil Property. So also executed a Power of Attorney dated 5th May, 2000 and registered with the Sub-Registrar under Serial No. 132 of 2000, in favour of Siddhi Real.
- ix. By an under an Order dated 25th June 2002 bearing No.Kra.TD/6/Ku.V/Vi.P/ MR/ 13/2009 passed by the Additional Collector, Thane Smt.Yamunabai Deo Patil was granted permission under Section 43 of the MTAL, inter-alia in respect of the Patil Property for non-agricultural use and development purposes against payment of ordered Nazrana.
- x. By and under an Order dated 3rd December, 2003 and bearing No.Mehsul/K-1/Te.1/NAP/SR-96/2003 NA permission was granted under section 44 of the M.L.R Code, 1966.
- xi. By a Sale Deed dated 29th December, 2005 and registered with the office of the Sub-Registrar of Assurances Thana under Serial No. TNN-5-641 of 2006 made between (i) Kunal Pravinchandra Gala, & 3 others therein referred to as the Purchasers, the said (i) Yamunabai Deo Patil, & 11 Others through their constituent attorney Jayendra Gala therein referred to as the Vendors, and (i) Rajdaksh Mahendra Sharma (ii) Kapil Mahendra Sharma, therein referred to as the First Confirming Party and Siddhi Real through its partners therein referred to as the Second Confirming Party, the Vendors therein with the consent of the Confirming Parties sold, transferred conveyed assured and assigned in favour of Purchasers therein, the Patil Property. The Mutation Entry No. 85 dated 7th February, 2006 records the same.
- xii. In the manner and subject to the aforesaid (i) Kunal Pravinchandra Gala & 3 Ors. became the owners of the said Patil Property.



- xiii. By a Development Agreement dated 28th June, 2006 made between the said Shri. Kunal P. Gala & 3 Ors. being the Owners and M/s. Siddhi Real through its partners hereinafter and therein referred to as the Developers, the Owners therein granted development rights to the Developers inter-alia in respect of the Patil Property. So also the said owners executed Power of Attorney dt. 28/06/2006 in favour of Siddhi Real to enable them to develop the Patil property.
- xiv. By and under a Deed of Confirmation dated 30th October, 2007 and registered with the office of the Sub-Registrar of Assurances Thane under Serial No. TNN2-7902-2007 made between Siddhi Real through its partners (i) Rajdaksh Sharma (ii) Jayendra Gala, therein referred to as Developers and (i) Kunal Pravinchandra Gala, and 3 others hereinafter and therein referred to as the Owners, the Owners therein confirmed the said Development Agreement dt.28/06/2006. So also by and under a Deed of Confirmation dated 30th October,2007 and registered with the office of the Sub-Registrar of Assurances under Serial No.TNN2-7903-2007 made between the aforesaid both the parties, the Owners therein confirmed the said Power of Attorney dated 28th June, 2006.
- xv. Mutation Entry No.222 dated 6th August 2009 inter-alia records that an area admeasuring 2728.60 square meters of the said Patil Property being affected by the 25-meter D.P. Road, by and under a Declaration dated 12th May, 2009, the Owners transferred the same to the Thane Municipal Corporation.
- xvi. Mutation Entry No. 320 dated 18th January, 2014, inter-alia, records that by an order dated 31/12/2013 and dated 16/01/2014 passed by the Taluka Inspector Land Records, Thane, Hissa Form No.12 came to be issued. In terms of the aforesaid Orders subdivision of Survey No. 66/5 (Old Survey No.306/5) was recorded as under:
- (a) Survey No.66/5A admeasuring 400 square meters reflecting the name of Kunal Pravinchandra Gala and 3 Others;
- (b) Survey No. 66/5B admeasuring 2800 square meters reflecting the name of Thane Municipal Corporation (25-meter D.P.Raod);



(c) Survey No. 66/5C admeasuring 5600 square meters reflecting the name of Kunal Pravinchandra Gala and 3 others;

(C) There are various pieces or parcels of land owned by 10 independent families from village Dhokali in aggregate admeasuring 51870 sq. mtrs, situate, lying and being at Village Dhokali (formerly village Balkum) Taluka & District Thane, in the registration District and Sub-District Thane and now within the limits of Thane Municipal Corporation as detailed below; which are ultimately acquired by M/s. Siddhi Real Estate Developers, Thane.

I. LAND-C

Formerly owned by Krishna Sitaram Patil & others (for short KSP) in aggregate admeasuring 17380 sq. mtrs., bearing Old S.N.122/3, 125/2, 125/4, 233/1, 233/2, 306/14, 308/5P and 308/7 and New S.N.79/3, 82/2, 82/4, 86/1, 86/2, 68/7, hereinafter referred to as "KSP Property".

II. LAND-D

Formerly owned by Murlidhar Padma Bhoir & others (for short MPB) in aggregate admeasuring 1210 sq. mtrs., bearing Old S.N.212/17/2, 233/3 and New S.N. 47/17B, 86/3A, hereinafter referred to as MPB Property.

III. LAND-E

Formerly owned by Vithabai Vithu Bhoir & others (for short VVB) in aggregate admeasuring 2960 sq. mtrs., bearing Old S.N.122/5B, 125/5D, 213/1C, 233/5/6, 233/5/9, 233/5/12 and New S.N. 59/10A & 68/12, hereinafter referred to as VVB Property.

IV. LAND-F

Formerly owned by Chandribai D. Bhoir (for short CDB) in aggregate admeasuring 250 sq. mtrs., bearing Old S.N.233/4A and New S.N. 86/4A, hereinafter referred to as CDB Property.

V. LAND-G

Formerly owned by Bhagirathibai Gavtya Bhoir (for short GBB) in aggregate admeasuring 5845 square meters, bearing Old S.N.122/1 ,112/2A, 125/5C, 125/6A, 233/5/3, 233/5/4, 233/5/8, 233/5/13, 213/1A, 123/4, 212/9 and New



S.N.79/1A, 79/2A, 82/5C, 82/6A, 86/5B, 86/5C, 86/5T, 86/5/13, 48/1A, 80/4, 47/9, hereinafter referred to as GBB Property.

VI. LAND-H

Formerly owned by Joma Ganpat Bhoir & others (for short JGB) in aggregate admeasuring 0H-25R-9P, bearing Old S.N.123/2A, 211/7B, 213/D, 233/4B+5/1 and 233/5/10 and New S.N.80/2A, 48/17/B, 48/1E, 86/4B, 86/5KHA, hereinafter referred to as JGB Property.

VII. LAND-I

Formerly owned by Sunita Bhagirath Bhoir & others (for short SBB) in aggregate admeasuring 14250 sq. mtrs., bearing Old S.N.156/1B, 156/1C, 117/3P, 123/3, 123/9,125/3, 125/6B, 211/18, 212/8 and New S.N. 159/1B, 159/1C, 75/3P, 80/3, 80/9, 82/3, 82/6B, 46/18, 47/8, hereinafter referred to as SBB Property.

VIII. LAND-J

Formerly owned by Jairam Maruti Bhoir (for short JMB) in aggregate admeasuring 4835 sq. mtrs., bearing Old S.N. 122/2B, 123/2A, 125/5A, 125/6D, 125/6E, 125/17/C, 213/1B, 233/5/5, 233/5/7, 233/5/15 and New S.N.79/2B, 80/2C, 82/5C, 82/5E, 46/17C, 86/5/5D, 86/5C, 86/5T, 48/1B, hereinafter referred to as JMB Property.

IX. LAND-K

Formerly owned by Harishchandra J. Bhoir & others (for short HJB) in aggregate admeasuring 0H-22-R-5P, bearing Old S.N.125/6C, 213/1, 233/5/2, 233/5/11, 233/5/14 and New S.N. 82/6C, 48/1E, 86/5A, 86/5S, 86/5M, hereinafter referred to as HJB Property.

X. LAND-L

Formerly owned by Janardan Jana Bhoir & others (for short JJB) in aggregate admeasuring 0H-03R-0P, bearing Old S.N.123/8 & 123/1Pt and New S.N.80/8 & 81/1Pt, hereinafter referred to as JJB Property.

(D) So far as title flow in respect of those 10 properties are concerned, the details are as under:

I. LAND-C



- a. Since prior to the year 1966 one Smt. Devki Sitaram alias Sakharam Patil, was absolutely seized & possessed of and/or otherwise well & sufficiently, entitled to the said KSP Property.
- b. The said Smt. Devki S.Patil, died intestate sometime in the year 1966 leaving behind her, her son Krishna & a daughter as her only heirs. Consequent thereto upon Verdi given by one of the heirs and upon heirship enquiry the Revenue Authority vide M.E. No.2392, dt. 10/03/1976, brought the names of the said heirs at kabjedar sadar of the said property. Thus the said heirs became the absolute owners of the said property, however this being the ancestral property, they were entitled to sell &/or dispose of the same for the legal necessities of their family.
- c. Prior to the year 2000 by and under several writings / Agreement one M/s. Siddhi Property Developers Thane, (Development Agreement dt.23/02/1999) had acquired the rights, title, and/or interest in the said KSP property and had released part consideration however could not complete the said sale transaction. The charge of the said agreement was recorded into the Revenue Records of Rights Vide M.E. 5 dt.15/06/2000. Subsequently the said M/S Siddhi Property Developers Thane under an agreement dt.28/04/2000 executed with M/S Siddhi Real agreed to assign their rights in the said KSP Property.
- d. By & under an Agreement for Sale dt 29/08//2000 lodged for registration with the Sub Registrar of Assurances Thane along with Power of Attorney dt. 29/08//2000 executed between the said Krishna Sitaram Patil & others as the Vendors & and the said M/s. Siddhi Property Developers Pvt. Ltd. Thane being the confirming party & the said M/s. Siddhi Real, Thane being the Developers/Purchasers, the said Vendors have with the consent of the said Confirming Party agreed to sell, convey, transfer, & assign, the said KSP property to & in favour of M/s. Siddhi Real, Thane.
- e. Pursuant to the return under section 6(1) of the Urban Land (L & R) Act, 1976 filed by the declarant the Addl. Collector and Competent Authority, Thane agglomeration and 1 K.M. periphery vide his order



u/s.8(4) bearing No.ULC/TA/T-1/BALKUM/SR/29, dated 25/01/1999 of the Said Act has declared the holding of the declarant as retainable which include the said KSP property.

- f. By a Deed of Conveyance dt.03/11/2008 registered with the Sub-Registrar of Assurance Thane under Sr.No.6027/2008, executed between Shri. Krishna Sitaram Patil & Others being the Vendors, & M/s. Siddhi Real Estate Developers Thane being the Purchases the said Shri. Krishna Sitaram Patil & ors have sold, transferred, assigned and conveyed the said KSP Property to & in favour of the said Purchaser for the consideration & upon the covenants more particularly set out therein. Consequent upon the said Deed of Conveyance, at the instance of the said Purchaser, the Revenue Authority vide M.E. No.206 dt.05/02/2009, while deleting the names of the Vendors i.e. previous owners, brought the name, of the said Purchaser as the Kabjedar thereof.

II. Land – D

- a. Since prior to the year 1951 one Shri. Jana Goma Bhoir, was the owner of the said MPB Property.
- b. Pursuant to The TILR, Thane's order & Hissa Form No.12 the Revenue Authority vide M.E. 959 Dated 24/12/1951 made changes in the Revenue record & shown the name of the said Shri. Jana Goma Bhoir as holder of S.No.212/17/2 and 233/3.
- c. The said Shri. Jana Goma Bhoir, died intestate sometime in March 1973 leaving behind him his, sons Ganpat, Krishna, Janardan & Padman (dead) heirs Muralidhar & 2 daughters as his only heirs. Consequent thereto upon Verdi given by one of the heirs and upon heirship enquiry the Revenue authority vide M.E. No.2363, dt.27/08/1973, brought the names of the said heirs at kabjedar sadar of the said property. Thus the said heirs became the absolute owners of the MPB property, however this being ancestral property, they were entitled to sell &/or dispose of the same for the legal necessities of their family.



- d. Prior to the year 2000 by and under several writings / Agreement one Shri. Rajadaksha Mahendra Sharma and Shri. Kapil Mahendra Sharma, (Agreement dt.10/07/1988) they had acquired the rights, title, and/or interest in the said property and had released part consideration, however could not complete the said sale transaction.
- e. By & under an Agreement for Sale dt 06/06/2000 lodged for registration with the Sub Registrar of Assurances Thane along with Power of Attorney dt. 06/06/2000 executed between the said Shri Muralidhar Padman Bhoir & others being the Vendors, the said Shri. Rajdaxsha M. Sharma and another being the Confirming Party & and one the M/s. Siddhi Real Estate Developers Thane being the Developers/Purchasers, the said Vendors, have with the consent of the said Confirming Party agreed to sell, convey transfer & assign the MPB property to & in favour of M/s. Siddhi Real.
- f. Pursuant to the return under section 6(1) of the Urban Land (L & R) Act, 1976 filed by the declarant the Addl. Collector and Competent Authority, Thane agglomeration and 1 K.M. periphery vide his order u/s. 8(4) bearing No.ULC/TA/T-1/SR/59 dated 23/08/2002 of the Said Act has declared the holding of the declarant as retainable which include the said MPB property.
- g. By a Deed of Conveyance dt.23/02/2008 registered with the Sub-Registrar of Assurance Thane under Sr.No.1817/2008, executed between Shri. Murlidhar Padman Bhoir & Others being the Vendors, & M/s. Siddhi Real Estate Developers, Thane being the Purchasers, the said Shri. Murlidhar Padman Bhoir & ors have sold, transferred, assigned and conveyed the said MPB Property to & in favour of the said Purchaser. Consequent upon the said Deed of Conveyance, at the instance of the said Purchaser, the Revenue Authority vide M.E. No.157 dt.27/03/2008, while deleting the names of the Vendors i.e. previous owners, brought the name, of the said Purchaser as the Kabjedar thereof.



III. Land – E

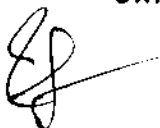
- a. Since prior to the year 1944 one Shri. Vithu Hira Bhoir, was the owner of the said VVB Property.
- b. Pursuant to The TILR Thane's order & Hissa Form No.12 The Revenue Authority vide M.E. 959 Dated 24/12/1951 made changes in the Revenue record & shown the name of the said Vithu Hira Bhoir as the holder of S. No. 122/5B, 125/5D, 213/1C, 233/5/6, 233/5/9, 233/5/12.
- c. The said Shri. Vithu Hira Bhoir, died intestate on 07/02/1978 leaving behind him his widow smt Vithabai, son Dhanaji and 2 daughter as his only heirs. Consequent thereto upon Verdi given by one of the heirs and upon heirship enquiry the Revenue authority vide M.E. No.2490, dt.28/03/1978, brought the names of the said heirs at kabjedar sadar of the said VVB property. Thus the said heirs became the absolute owners of the said VVB property, however this being the ancestral property, they were entitled to sell &/or dispose of the same for the legal necessities of their family.
- d. Prior to the year 2000 by and under several writings / Agreement one Shri. Rajadaksha Mahendra Sharma and Shri. Kapil Mahendra Sharma, (Agreement dt.10/07/1988) and other M/S Siddhi Property Developers Pvt. Ltd. Thane (Agreement dt.11/07/1988) they had acquired the rights, title, and/or interest in the VVB property and had released part consideration however could not complete the said sale transaction.
- e. By & under an Agreement for Sale dt 09/06/2000 lodged for registration with the Sub Registrar of Assurances Thane No.1 along with Power of Attorney dt. 09/06/2000 executed between the said Smt.Vithabai Vithu Bhoir & another being the Vendors, the said Shri. Rajdaxsha M. Sharma and another being the 1st Confirming Party and the said M/S Siddhi Real Estate Developing Purchasers, the said Vendors, have with the consent of the said Confirming Parties agreed to sell, convey transfer & assign the said property to & in favour of M/s. Siddhi Real Estate Developers Thane.



- f. Pursuant to the return under section 6(1) of the Urban Land (L & R) Act, 1976 filed by the declarant the Addl. Collector and Competent Authority, Thane agglomeration and 1 K.M. periphery vide his order u/s.8(4) bearing No.ULC/TA/BALKUM/T-1/SR/46, dated 26/11/1987 of the Said Act has declared the holding of the declarant as retainable which include the said VVB property.
- g. By a Deed of Conveyance dt.25/02/2008 registered with the Sub-Registrar of Assurance Thane under Sr.No.1815/2008, executed between Shri. Dhanji Vithu Bhoir & others being the Vendors, & M/s. Siddhi Real Estate Developers, Thane being the Purchasers, the said Shri. Dhanaji Vithu Bhoir & ors have sold, transferred, assigned and conveyed the Property to & in favour of the said Purchaser. Consequent upon the said Deed of Conveyance, at the instance of the said Purchaser, the Revenue Authority vide M.E. No.164 dt. 27/03/2008, while deleting the names of the Vendors i.e. previous owners, brought the name, of the said Purchaser as the Kabjedar thereof.

IV. Land – F

- a. Since prior to the year 1951 one Shri. Diwadya Deu Bhoir, was the owner of the said CDB Property.
- b. Pursuant to The TILR Thane's order & Hissa Form No.12, the Revenue Authority vide M.E. 959 Dated 24/12/1951 made changes in the Revenue record & shown the name of the said Shri.D.D.Bhoir as the holder of S.No.233/4A.
- c. The said Shri. Diwadya D. Bhoir, died intestate on20/08/1973 leaving behind him his widow Smt Chandribai & son Shri Krishna as his only heirs. Consequent thereto upon Verdi given by one of the heirs and upon heirship enquiry the Revenue authority vide M.E. No.7, dt.10/09/2000, brought the names of the said heirs at kabjedar sadar of the said CDB property. Thus the said heirs became the absolute owners of the said CDB property, however this being the ancestral



property, they were entitled to sell &/or dispose of the same for the legal necessities of their family.

- d. Prior to the year 2000 by and under several writings / Agreement one Shri. Rajadaksha Mahendra Sharma and Shri. Kapil Mahendra Sharma, had acquired the rights, title, and/or interest in the said property and had released part consideration however could not complete the said sale transaction.
- e. By & under an Agreement for Sale dt 09/06/2000 lodged for registration with the Sub Registrar of Assurances Thane along with Power of Attorney dt. 09/06/2000 executed between the said Smt. Chandribai D.Bhoir & another. being the Vendors the said Shri. Rajdaxsha M. Sharma and another Being the Confirming Party & and one the M/s. Siddhi Real Estate Developers Thane being the Developers/Purchasers, the said Vendors have with the consent of the said Confirming Party agreed to sell, convey transfer & assign the said property to & in favour of M/s. Siddhi Real Estate Developers Thane.
- f. Pursuant to the return under section 6(1) of the Urban Land (L & R) Act, 1976 filed by the declarant the Addl. Collector and Competent Authority, Thane agglomeration and 1 K.M. periphery vide his order u/s.8(4) bearing No.ULC/TAT-1/SR/83 dated 17/10/2000 of the Said Act has declared the holding of the declarant as retainable which include the said CDB property.
- g. By a Deed of Conveyance dt.03/11/2008 registered with the Sub-Registrar of Assurance Thane under Sr.No.6025/2008, executed between Smt. Chandribai Divadya Bhoir & others being the Vendors, & M/s. Siddhi Real Estate Developers, Thane being the Purchasers, the said Smt. Chandribai Divdya Bhoir & ors have sold, transferred, assigned and conveyed the CDB Property to & in favour of the said Purchaser. Consequent upon the said Deed of Conveyance, at the instance of the said Purchaser, the Revenue Authority vide M.E. No.207 dt. 05/02/2009, while deleting the names of the Vendors i.e. previous owners, brought the name, of the said Purchaser as the Kabjedar thereof.



V. Land – G

- a. Since prior to the year 1944 one Shri. Goma Budhya Bhoir, was the owner of the said BGB Property.
- b. The said Shri. Goma Budhya Bhoir, died intestate on 2/10/1944 leaving behind him his son Gavtya and, daughter Miss Malati as his only heirs. Consequent thereto upon Verdi given by one of the heirs and upon heirship enquiry the Revenue authority vide M.E. No.802, dt.15/12/1944, brought the names of the said heirs at kabjedar sadar of the BGB property. Thus the said heirs became the absolute owners of the RGB property, however this being the ancestral property, they were entitled to sell &/or dispose of the same for the legal necessities of their family.
- c. Pursuant to The TILR Thane's order & Hissa Form No.12 The Revenue Authority vide M.E. 959 Dated 24/12/1951 made changes in the Revenue record & shown the name of the said Shri Goma Budhya Bhoir as the holder of S.No. 212/17/2 233/3.
- d. The said Shri. Gavtya Goma Bhoir, died intestate on 23/01/1989 leaving behind him his widow Bhagirthibai, son Janardan, Venubai Ramchandra Patil & Chandrabai Krushna Mhatre as his only heirs. Consequent thereto upon Verdi given by one of the heirs and upon heirship enquiry the Revenue authority vide M.E. No. 2974, dt.10/05/1995, brought the names of the said heirs at kabjedar sadar of the BGB property. Thus the said heirs became the absolute owners of the said BGB property, however this being the ancestral property, they were entitled to sell &/or dispose of the same for the legal necessities of their family.
- e. Prior to the year 2000 by and under several writings/ Agreement one Shri. Rajadaksha Mahendra Sharma and Shri. Kapil Mahendra Sharma, (Agreement dt. 10/07/1988) and others M/s. Siddhi Property Developers Pvt. Ltd Thane (Agreement dt. 03/03/2000) they had acquired the rights, title, and/or interest in the said property and had released part consideration however could not complete the said sale transaction.



- f. By & under an Agreement for Sale dt.20/06/2020, lodged for registration with the Sub Registrar of Assurances Thane along with Power of Attorney dt. 20/06/2000 executed between the said Smt. Bhagirathibai G. Bhoir & ors. being the Vendors, the said Shri. Rajdaxsha M. Sharma and another Being the 1st Confirming Party, & M/s. Siddhi Properties Developers Pvt. Ltd. Thane being the 2nd Confirming Party, and one the M/s. Siddhi Real Estate Developers, Thane being the Developers/Purchasers the said Vendors have with the consent of the said Confirming Parties agreed to sell, convey transfer & assign the BGB property/entrusted development rights in respect of the BGB property to & in favour of M/s. Siddhi Real Estate Developers Thane.
- g. Pursuant to the return under section 6(1) of the Urban Land (L & R) Act, 1976 filed by the declarant the Addl. Collector and Competent Authority, Thane agglomeration and 1 K.M. periphery vide his order u/s.8(4) bearing No.ULC/TAT-1/SR/49 dated 21/10/2000 of the Said Act has declared the holding of the declarant as retainable which include the said BGB property.
- h. By a Deed of Conveyance dt.19/04/2008 registered with the Sub-Registrar of Assurance Thane under Sr.No.2345/2008 executed between Bhagirathibai Gavtya Bhoir & others being the Vendors, & M/s. Siddhi Real Estate Developers, Thane being the Purchasers, the said Bhagirathibai Gavtya Bhoir & ors have sold, transferred, assigned and conveyed the BGB Property to & in favour of the said Purchaser. Consequent upon the said Deed of Conveyance, at the instance of the said Purchaser, the Revenue Authority vide M.E. No.179 dt.13/05/2008 while deleting the names of the Vendors i.e. previous owners, brought the name, of the said Purchaser as the Kabjedar thereof.

VI. Land – H

- a. Since prior to the year 1951 one Shri. Ganpat Hira Bhoir, was the owner of the said JGB Property.



- b. Pursuant to DILR Thane's order & Hissa Form No. 12, the Revenue Authority vide M.E. 959 Dated 24/12/1951 made changes in the Revenue Record & shown the name of the said Shri. Ganpat Hira Bhoir as holder of the JGB property.
- c. The said Shri. Ganpat Hira Bhoir, died intestate on 11/08/1979 leaving behind him his widow Smt. Ramabai & sons Joma & Eknath, as his only heirs. Consequent thereto upon Verdi given by one of the heirs and upon heirship enquiry the Revenue authority vide M.E. No.2521, dt.08/12/1980, brought the names of the said heirs at kabjedar sadar of the said JGB property. Thus the said heirs became the absolute owners of the said property, however this being the ancestral property, they were entitled to sell &/or dispose of the same for the legal necessities of their family.
- d. On 01/04/1987 one M/s. Govani Hotels Pvt. Ltd., under writings/ Agreement had agreed to acquire the said JGB property and had released part consideration however could not complete the said sale transaction. In the year 2000 one M/s. Siddhi Real Estate Developers Thane decided to purchase the said Property from the said Owners, hence settled the matter amicably with the said M/s. Govani Hotels Pvt. Ltd.,
- e. By & under an Agreement for Sale dt.11/12/2000, along with Power of Attorney dt. 11/12/2000, executed between the said Shri. Joma Ganpat Bhoir & ors. being the Vendors, and the said the M/s. Siddhi Real Estate Developers Thane being the Developers/Purchasers, the said Vendors have agreed to sell, convey, transfer, & assign, the JGB property/entrusted development rights in respect of the JGB property to & in favour of M/s. Siddhi Real Estate Developers Thane.
- f. Pursuant to the return under section 6(1) of the Urban Land (L & R) Act, 1976 filed by the declarant the Addl. Collector and Competent Authority, Thane agglomeration and 1 K.M. periphery vide his order u/s.8(4) bearing No.ULC/TA/T-1/SR/140, dated 28/02/2001 of the Said Act has declared the holding of the declarant as retainable which include the said JGB property.



- g. By a Deed of Conveyance dt.28/01/2008 registered with the Sub-Registrar of Assurance Thane under Sr.No.883/2008 executed between Joma Ganpat Bhoir & others being the Vendors, & M/s. Siddhi Real Estate Developers, Thane being the Purchasers, the said Joma Ganpat Bhoir & ors have sold, transferred, assigned and conveyed the said JGB Property to & in favour of the said Purchaser. Consequent upon the said Deed of Conveyance, at the instance of the said Purchaser, the Revenue Authority vide M.E. No. 150 dt.20/02/2008 while deleting the names of the Vendors i.e. previous owners, brought the name, of the said Purchaser as the Kabjedar thereof.

VII. Land – I

- a. Since prior to the year 1951 one Shri. Bendya Halya Bhoir, was the owner of the said SSB Property.
- b. Pursuant to TILR Thane's order & Hissa Form No. 12, the Revenue Authority vide M.E. 959 Dated 24/12/1951 made changes in the Revenue Record & shown the name of the said Shri. Bendya Halya Bhoir as holder of the said SSB Property.
- c. After the death of Mr. Bendya Halya Bhoir his 4 sons viz. Ramchandra Balkrishna, Women & Bhagirath succeeded to him.
- d. Till 2001, the aforesaid 4 heirs & their few heirs, from time to time died intestate & their death & heriship was recorded by various Mutation Entries viz., Balkum M. E. No. 2054 dt. 27/10/1965, 2513' dt. 05/09/1980, 2997 dt. 14/11/1998 and Dhokali 18 dt. 20/03/2001 and accordingly the Vendors are the Present Owners of the SGB Property.
- e. Thus the said heirs became the absolute owners of the said property, however this being the ancestral property, they were entitled to sell &/or dispose of the same for the legal necessities of their family.
- f. Prior to the year 2000 by and under writings/Agreement one Shri. Rajadaksha Mahendra Sharma and Shri. Kapil Mahendra Sharma, (Agreement dt 11/07/1998,) they had acquire the rights, title, and/or



- interest in the said property and had released part consideration, however could not complete the said sale transaction.
- g. By & under an Agreement for Sale dt.07/06/2000, logged for registration with the Sub Registrar of Assurances Thane No.1 along with Power of Attorney dt. 07/06/2000, executed between the said Smt. Sunita Bhagirath Bhoir & ors. being the Vendors, the said Shri. Rajdaksha M. Sharma and another being the confirming Party, and one the M/s. Siddhi Real Estate Developers Thane being the Developers/ Purchasers, the said Vendors have with the consent of the said Confirming Party agreed to sell, convey, transfer, & assign, the said SSB Property/entrusted development rights in respect of the said SSB property to & in favour of M/s. Siddhi Real Estate Developers Thane.
 - h. Pursuant to the return under section 6(1) of the Urban Land (L & R) Act, 1976 filed by the declarant the Addl. Collector and Competent Authority, Thane agglomeration and 1 K.M. periphery vide his order u/s.8(4) bearing No.ULC/TAT-1/SR/169, 171, 172, 183, dated 20/03/2001 of the Said Act has declared the holding of the declarant as retainable which include the said SSB property.
 - i. By a Deed of Conveyance dt.19/04/2008 registered with the Sub-Registrar of Assurance Thane under Sr.No.2343/2008, executed between Savitribai Ramchandra Bhoir & others being the Vendors, & M/s. Siddhi Real Estate Developers, Thane being the Purchasers, the said Savitribai Rmachandra Bhoir & others have sold, transferred, assigned and conveyed the said SSB Property to & in favour of the said Purchaser. Consequent upon the said Deed of Conveyance, at the instance of the said Purchaser, the Revenue Authority vide M.E. No.181 dt. 13/05/2008 while deleting the names of the Vendors i.e. previous owners, brought the name, of the said Purchaser as the Kabjedar thereof.

VIII. Land – J

- a. Since prior to the year 1951 one Shri. Maruti Goma Bhoir, was the owner of the said HJB Property.



- b. Pursuant to TILR Thane's order & Hissa Form No. 12 the Revenue Authority vide M.E. 959 Dated 24/12/1951 made changes in the Revenue Record & shown the name of the said Shri. Maruti Goma Bhoir as holder of S.No. of the said HJB Property.
- c. The said Shri. Maruti Goma Bhoir, died intestate on 29/12/1998 leaving behind him his sons Jairam, Shivdas & Liladhar and daughter Mrs. Vinabai Vasant Bhoir as his only heirs. Consequent thereto upon Verdi given by one of the heirs and upon heirship enquiry the Revenue authority vide M.E. No.3005, dt.27/10/1999, brought the names of the said heirs at kabjedar sadar of the HJB property. Thus the said heirs became the absolute owners of the said HJB property, however this being the ancestral property, they were entitled to sell &/or dispose of the same for the legal necessities of their family.
- d. Prior to the year 2000 by and under several writings Agreement one Shri. Rajadaksha Mahendra Sharma and Shri. Kapil Mahendra Sharma, they had acquired the rights, title, and/or interest in the said property and had released part consideration, however could not complete the said sale transaction.
- e. By & under an Agreement for Sale dt.14/12/2000, lodged for registration with the Sub Registrar of Assurances Thane along with Power of Attorney dt. 14/12/2000 executed between the said Shri. Jairam Maruti Bhoir & ors. being the Vendors the said Shri. Rajdaksha M. Sharma and another being the Confirming Party and one M/s. Siddhi Real Estate Developers Thane being the Developers/ Purchasers, the said Vendors have, with the consent of the said Confirming Party agreed to sell, convey, transfer, & assign, the said HJB Property/entrusted development rights in respect of the said HJB Property to & in favour of M/s. Siddhi Real Estate Developers Thane.
- f. Pursuant to the return under section 6(1) of the Urban Land (L & R) Act, 1976 filed by the declarant the Addl. Collector and Competent Authority, Thane agglomeration and 1 K.M. periphery vide his order u/s.8(4) bearing No.ULC/TA/T-1/SR/49 dated 21/10/2000 of the Said



Act has declared the holding of the declarant as retainable which include the said HJB property.

- g. By a Deed of Conveyance dt.31/03/2008 registered with the Sub-Registrar of Assurance Thane under Sr.No.931/2008, executed between Jairam Maruti Bhoir & others being the Vendors, & M/s. Siddhi Real Estate Developers, Thane being the Purchasers, the said Jairam Maruti Bhoir & ors have sold, transferred, assigned and conveyed the said HJB Property to & in favour of the said Purchaser for the consideration & upon the covenants more particularly set out therein. Consequent upon the said Deed of Conveyance, at the instance of the said Purchaser, the Revenue Authority vide M.E. No.153 dt. 22/02/2008 while deleting the names of the Vendors i.e. previous owners, brought the name, of the said Purchaser as the Kabjedar thereof.

IX. Land – K

- a. Since prior to the year 1951 one Shri. Jaggu Hira Bhoir, was the owner of the said HJB Property.
- b. Pursuant to TILR Thane's order & Hissa Form No. 12 the Revenue Authority vide M.E. 959 Dated 24/12/1951 made changes in the Revenue Record & shown the name of the said Shri. Jaggu Hira Bhoir as holder of aforesaid S.N.
- c. The said Shri. Jaggu Hira Bhoir, died intestate on 22/09/1996 leaving behind him his sons Harishchandra & Yadav and 2, daughters as his only heirs. Consequent thereto upon Verdi given by one of the heirs and upon heirship enquiry the Revenue authority vide M.E. No.13, dt.16/01/2001 brought the names of the said heirs at kabjedar sadar of the said HJB property. Thus the said heirs became the absolute owners of the said property, however this being the ancestral property, they were entitled to sell &/or dispose of the same for the legal necessities of their family.
- d. On 01/04/1987 one M/s. Govani Hotels Pvt. Ltd., under writings/ Agreement had agreed to acquire the HJB property and had released



part consideration however could not complete the said sale transaction. In the year 2000 one M/s. Siddhi Real Estate Developers Thane decided to purchase the said HJB Property from the said Owners hence settled the matter with the said M/s. Govani Hotels Pvt. Ltd.,

- e. By & under an Agreement for Sale dt.30/12/2000, lodged for registration with the Sub Registrar of Assurances Thane No.1 along with Power of Attorney dt. 30/12/2000, executed between the said Shri. Hirishandra Jaggu Bhoir & ors. being the Vendors, and the said M/s. Siddhi Real Estate Developers Thane being the Developers/Purchasers, the said Vendors have agreed to sell, convey, transfer, & assign, the said HJB Property/entrusted development rights in respect of the said HJB property to & in favour of M/s. Siddhi Real Estate Developers Thane.
- f. Pursuant to the return under section 6(1) of the Urban Land (L & R) Act, 1976 filed by the declarant the Addl. Collector and Competent Authority, Thane agglomeration and 1 K.M. periphery vide his order u/s.8(4) bearing No.ULC/TAT-1/SR/96, dated 24/12/2000 of the Said Act has declared the holding of the declarant as retainable which include the said HJB property.
- g. By a Deed of Conveyance dt.28/01/2008 registered with the Sub-Registrar of Assurance Thane under Sr.No.882/2008 executed between Harishchandra Jaggu Bhoir & others being the Vendors, & M/s. Siddhi Real Estate Developers, Thane being the Purchasers, the said Harishchandra Jaggu Bhoir & ors have sold, transferred, assigned and conveyed the said HJB Property to & in favour of the said Purchaser. Consequent upon the said Deed of Conveyance, at the instance of the said Purchaser, the Revenue Authority vide M.E. No.152 dt.22/02/2008, while deleting the names of the Vendors i.e. previous owners, brought the name, of the said Purchaser as the Kabjedar thereof.



X. Land – L

- a. Since prior to the year 1951 one Shri. Jana Goma Bhoir, was the owner of the said JJB Property.
- b. Pursuant to TILR Thane's order & Hissa Form No. 12 the Revenue Authority vide M.E. 959 Dated 24/12/1951 made changes in the Revenue Record & shown the name of the said Shri. Jana Goma Bhoir as holder of the said JJB property.
- c. The said Shri. Jana Goma Bhoir, died intestate sometime in the year March, 1973 leaving behind him his sons Ganpat, Krishna, Janardan, Padman, & daughters as his only heirs. Consequent thereto upon Verdi given by one of the heirs and upon heirship enquiry the Revenue authority vide M.E. No.2363, dt.27/08/1973, brought the names of the said heirs at kabjedar sadar of the JJB property. Thus the said heirs became the absolute owners of the said property, however this being the ancestral property, they were entitled to sell &/or dispose of the same for the legal necessities of their family.
- d. The said Shri. Krishana Jana Bhoir, died intestate on 06/06/2000, leaving behind him his window Sitabai, sons Eknath, Dattatraya Vasudeo, Mohan & Naresh and daughters as his only heirs. The said Shri. Ganpat Jana Bhoir, died intestate on 30/03/1991, leaving behind him his daughter Laxmi Kisan Mulundkar & other daughters as his only heirs. Consequent thereto upon Verdi given by one of the heirs and upon heirship enquiry the Revenue authority vide M.E. No.25 & 26, both dt.27/08/1973, brought the names of the said heirs at kabjedar sadar of the said JJB Property. Thus the said heirs became the absolute owners of the said property, however this being the ancestral property, they were entitled to sell &/or dispose of the same for the legal necessities of their family.
- e. By & under an Agreement for Sale dt.19/03/2002, lodged for registration with the Sub Registrar of Assurances Thane along with Power of Attorney dt.19/03/2002 executed between the said Shri. Janardan Jana Bhoir & ors. being the Vendors, M/s. Siddhi Real Estate Developers Thane being the Developers/ Purchasers, the said



Vendors have agreed to sell, convey transfer & assign the said JJB Property/ entrusted development rights in respect of the said property to & in favour of M/s. Siddhi Real Estate Developers Thane.

- f. Pursuant to the return under section 6(1) of the Urban Land (L & R) Act, 1976 filed by the declarant the Addl. Collector and Competent Authority, Thane agglomeration and 1 K.M. periphery vide his order u/s.8(4) bearing No.ULC/TAT-1/SR/59 dated 23/08/2002 of the Said Act has declared the holding of the declarant as retainable which include the said JJB property.
- g. By a Deed of Conveyance dt.21/02/2008 registered with the Sub-Registrar of Assurance Thane under Sr.No.1692/2008, executed between Janardan Jana Bhoir & others being the Vendors, & M/s. Siddhi Real Estate Developers, Thane being the Purchasers, the said Janardan Jana Bhoir & ors have sold, transferred, assigned and conveyed the said JJB Property to & in favour of the said Purchaser. Consequent upon the said Deed of Conveyance, at the instance of the said Purchaser, the Revenue Authority vide M.E. No. 154, dt.25/02/2008, while deleting the names of the Vendors i.e. previous owners, brought the name, of the said Purchaser as the Kabjedar thereof.

(E) COMMON RECITALS ABOUT TITLE OF ABOVE 10 PROPERTIES VIZ. LAND-C TO LAND-L ARE AS UNDER:

- a) As per the Development plan sanctioned under the provisions of Maharashtra Regional and Town Planning Act, 1966 for Thane Municipal Corporation, the said lands are shown under "Residential Zone".
- b) Pursuant to Revenue & Forest Development Notification No.1069/328/0211 (fo'ks"k) dt. 09/11/1970, the Revenue Authority vide ME-3, dt. 08/12/1999 separated Dhokali Pada from Village Balkum and allotted new Survey Numbers to the old Balkum, survey numbers in respect of the said Pada as New Survey Numbers.
- c) Siddhi Real vide various registered declarations viz. (1) dated 24/06/2003 (Document No.3680/2003) (2) dated 24/06/2003 (Document No.1158/2003)



- (3) dated 02/06/2009 (Document No.4469/2009) and (4) dated 18/05/2007 (Document No.3730/2007) has transferred land admeasuring 1537 sq.mtrs, 6913.21 sq.mtrs, 327.19 sq. mtrs and 173 sq.mtrs respectively, to the Thane Municipal Corporation and effect of the said transfer has been given into the Revenue Records of Rights vide Mutation Entries viz. (1) M.E.No.37, dated 28/06/2003 (2) M.E.No.38, dated 28/06/2003 (3) M.E.No.215, dated 02/06/2009 and (4) M.E.No.145, dated 07/02/2008.
- d) Based on order from TILR, Thane and Hissa Form No.12, Pot Hissas of various survey numbers from the said 10 properties were made and the effect of the same was given into the Revenue Records of Rights vide Mutation Entry No.102 dated 02/10/2006.

(F) N. A. PERMISSIONS

i. In respect of Land A – G. M. Property

By and under an Order dated 10th October, 2003 and bearing No. Kr. Mehsul/K-1/Te-1/NAP/SR-61 passed by the Collector, Thane, permission of residential NA use was granted in respect of a portion of the Land-A and admeasuring 13914.09 square meters. The same is recorded vide Mutation Entry No. 239 dated 28th March, 2011.

ii. In respect of Land B – Patil Property

a. Non Agriculture Order bearing No.MAHSUL/C-1/T-1/NAP/SR/96/2003 DATED 03/12/2003 passed by the Collector, Thane under u/s.44 of the MLRC, 1966.

b. By and under an Order bearing No.K-1/T-1/NP/SR/119/2009 dated 9th December, 2009, NA permission was granted by the Thane Collector in respect of the Patil Property admeasuring 9735 square meters and on the terms and conditions contained therein.

iii. In respect of the Land C to Land L

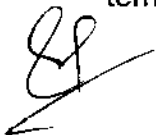
a. N.A. Order No.MAHSUL/C-1/T-1/NAP/SR-123/2000 dated 14/02/2001 passed by Collector, Thane under u/s.44 of the MLRC, 1966

b. N.A. Order No.MAHSUL/C-1/T-1/NAP/SR-53/2001 dated 10/08/2001 passed by Collector, Thane under u/s.44 of the MLRC, 1966



(G) TDR AGREEMENTS & UTILISATION

- i. By and under a Deed of Transfer of Development Rights dated 11th May, 2015 registered with the Office of the Sub-Registrar of Assurances under Serial No.TNN-5277 of 2015 made between Teksons Private Limited referred to as the Transferor and Siddhi Real Estate Developers therein referred to as the Transferees, the Transferor therein sold transferred conveyed assured and assigned in favour of Siddhi, Development Rights Certificate bearing Folio No. TDR/So5/RD.20.0M/0208/1 Sector V, Certificate No.Road/222, dated 3rd March, 2014 admeasuring 236.25 square meters, at or for consideration and on the terms and conditions contained therein.
- ii. By and under a Deed of Transfer of Development Rights dated 23rd September, 2015 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN2-11475 of 2015 made between Jairaj Thimappa Shetty therein referred to as the Transferor and Siddhi therein referred to as the Transferees, the Transferor therein sold transferred conveyed assured and assigned in favour of Siddhi, Development Rights Certificate both dated 5th September, 2015 bearing Certificate No. Reservation 216 vide Folio No. TDR/S05/PLG- 12/0178/13 Sector V for 150 square meters and Certificate No. Road 240 Vide Folio No. TDR/S05/ROAD-10M/027/15 Sector V for 380 square meters both together aggregating to 530 square meters for the consideration and on the terms and conditions mentioned therein.
- iii. By and under a Deed of Transfer of Development Rights deed 1st October,2015 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN5-10241 of 2015 made between Ascent Construction Private Limited therein referred to as the Transferor and Siddhi Real Estate Developers therein referred to as the Transferees, the Transferor therein have sold transferred conveyed assured and assigned in favour of Siddhi, Development Right Certificate Folio No. TDR/S04/M.LIB, WC-2/0113/12 Certificate No. 215 (Res.) Sector IV dated 24th September, 2015 for an area admeasuring 531.25 square meters, at or for consideration and on the terms and conditions contained therein.

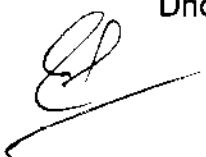


- iv. On perusal of the sanctioned plan bearing No. TMC/TDD/1614/15 dated 23rd December, 2015 in respect of the said Project, we have observe that the TDR out of the Following DRC have been utilized on the said Project;
- (a) DRC No. 078 Road – 340 Square Meters.
 - (b) DRC No. 064 Road – 250 Square Meters.
 - (c) DRC No. 039 Road – 404 Square Meters.
 - (d) DRC No. 081 Road – 1000 Square Meters.
 - (e) DRC No. 091 Road – 850 Square Meters.
 - (f) DRC No. 067 Road – 900 Square Meters.
 - (g) DRC No. 179 Road – 2176 Square Meters.
 - (h) DRC No. 186 Road – 2385.99 Square Meters.
 - (i) DRC No. 186 Road – 401.01 Square Meters.

(H) LITIGATIONS AGAINST THE PROJECT LAND OR PART THEREOF:

There are in all 3 pending court litigations in respect of part of the Project Land which are as detailed below:

- i. Regular Civil Suit No.791/2010 pending in the court of Civil Judge (S.D.), Thane filed by Shri. Sachin Laxman Bhoir & others (Plaintiffs) against Smt. Jana Ganpat Bhoir & others (Defendants) wherein the Siddhi (Promoter) is Defendant No.5, for partition of the suit property and for permanent injunction, so also for declaration that two deeds, one dated 28/01/2008 and other dated 13/10/2005 are not binding upon the plaintiffs. In the said suit said Siddhi is concerned with Dhokali New Survey No.80/2A and 86/4B only. In the said suit the application for injunction (Exh.5) taken out by the plaintiffs is dismissed by the Hon'ble Court vide order dated 02/09/2013. Now this suit is at evidence stage.
- ii. Special Civil Suit No.676/2013 pending in the court of Civil Judge (S.D.), Thane filed by Smt. Padma Eknath Bhoir & 2 others (Plaintiffs) against Mr. Joma Ganpat Bhoir & others (Defendants) wherein the Siddhi (Promoter) is Defendant No.8, for declaration that registered Deed of Conveyance dated 28/01/2008 be declared as not binding on Plaintiffs and be cancelled as well as for permanent injunction. In the said suit said Siddhi is concerned with Dhokali New Survey No.80/2A and 86/4B only. In the said suit no interim



relief has so far been granted and injunction application i.e. Exh.5 is still at hearing stage.

- iii. Regular Civil Suit No.453/2007 pending in the Court of Civil Judge (S.D.), Thane is filed by Mrs. Kusum Chandrakant Joshi being the Plaintiff against Smt. Balibai Sadashiv Patil & others as Defendants wherein M/s. Siddhi is Defendant No.11 and Shri. Kunal P. Gala & 3 others are Defendant Nos.12 to 15, for declaration that land admeasuring 20 Gunthas out of suit land (Old S.No.306/5, New S.No.66/5, area 88 Gunthas) be declared as in possession of Plaintiff and Defendant Nos.1 to 9. So also for declaration that various agreements in respect of the said 20 Gunthas made between Defendant Nos1 to 9 and Defendant Nos.12 to 15 with Defendant No.11, be declared as invalid and illegal; and for permanent injunction. In the said suit no ad-interim or interim reliefs has so far been granted to the plaintiff and it has been ordered to hear the injunction application along with suit.

Though the said suit is for entire New Survey No.66/5, area admeasuring 8800 sq.mtrs. so far as the property under this report is concerned includes only area admeasuring 400 sq.mtrs. out of the same bearing Survey No.66/5A.

In the above 3 suits the land covered under this report are New S.No.80/2A (Area 337 sq.mtrs.) and S.No.86/4B (area 600 sq.mtrs) so far as first 2 suits are concerned and out of third suit, area admeasuring 400 sq. mtrs. bearing New Survey No.66/5A. in aggregate admeasuring 1337 sq.mtrs. only.

In view of the above, in all the above 3 suits, there is no any restrictive order passed against the Defendants and in particular against the said Siddhi Real or Mr. Kunal P. Gala & 3 others. Therefore they are or their assignees are at liberty to develop the said property or part thereof and to sell and/or dispose of the developed components thereof.

(I) **DEVELOPMENT PERMISSIONS/APPROVALS**

The said M/s Siddhi Real Estate Developers initially submitted various layouts and construction plans for Development of Said Plot-A, Plot-B to the Thane Municipal Corporation for its sanction and approval and got the plans and layout finally sanctioned and approved from the J.M. Corporation.



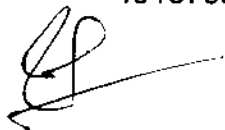
The same have been approved by the Said Thane Municipal Corporation with Commencement Certificate vide Old (V.P.No.99/089) new V.P.No.S05/0085/14 TMC/TDD/ 2114/17 dated 29/03/2017 (hereinafter referred to as the **Approved Plans and Commencement Certificate** respectively). The Promoters have named the complex of eight multi storey buildings to be constructed on the Project Land as "**HIGHLAND PARK**".

(J) **MORTGAGE**

By and under a Deed of Mortgage dated 05th July 2016 registered at Sr. No. TNN-5-8153/2016 on 05th July 2016 the said Joint Venture M/s. Siddhi Gaurav Enterprises have created mortgage (Rs.100 Cr.) in respect some of the Project Lands in favour of one J.M Financial Credit Solutions Limited on the terms and conditions as more particularly set out under the aforesaid Deed of Mortgage and hence NOC is required to be taken from J.M Financial Credit Solutions Limited for sale of each flat in the said Project.

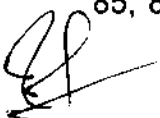
5. **OUR CONCLUSION**

- (a) From the above it is seen that Mr. Kunal P. Gala and 3 others are owners of Land B (Patil Property) and M/s. Siddhi Real Estate Developers are owners of the other properties viz. Land-A & Land-C to Land-L, and M/s. Siddhi Real Estate Developers have got entrusted development rights in respect of the said Land-B from the said Mr. Kunal P. Gala & 3 others and thereby the said M/s. Siddhi Real Estate Developers Thane have acquired in aggregate Land admeasuring 85, 468.37 sq. mtrs. from its respective owners, out of which land admeasuring 21931.37 sq. mtrs. has been transferred to the Thane Municipal Corporation on account of various reservations, amenity open spaces against which they have obtained from TMC either set back area or floating FSI under TDR Scheme, for consumption in their various projects being & to be carried out on the said properties & other Properties.
- (b) Due to two D.P.roads passing through the said larger property, the same was naturally sub divided into 3 parts viz. Plot A (area admeasuring 49137sq. mtrs.), Plot B (area admeasuring 6170.80 sq.mtrs.) and Plot C



(area admeasuring 1362.10 sq.mtrs.) and area not in possession 1267.20 sq.mtrs.

- i. Plot A falls on Southside of the layout consisting of 3 projects viz. (1) Highland Park (2) Twinkle Tower and (3) Highland Residency
 - ii. Plot B and C falls on Northern side of layout consisting of 3 projects viz (1) Kalpavruksha (2) Highland Annex (3) Bhoirwadi.
- (c) The said Developers have so far in Dhokali/ Balkum region after acquiring the said larger land have developed and are developing in all 6 building projects under different project names/banner viz. (1) Highland Park (2) Twinkle Tower (3) Highland Residency (4) Kalpavruksha (5) Highland Annex and (6) Bhoirwadi.
- (d) The said M/s. Siddhi Real Estate Developers themselves and/or in Joint Venture with third parties or entrusting sub-development rights to Third parties, out of those 6 projects, except Project "Highland Park" have so far developed all other projects and at present are developing the said Highland Park Project, through its Joint Venture M/s. Siddhi Gaurav Enterprises consisting of itself and one M/s. Skbuildz Construction LLP (pursuant to joint venture agreement dated 09/05/2007 and Supplementary Joint Venture Agreement dated 27/06/2016). In the said Project Highland Park, the said Joint Venture has so far constructed 4 towers and 4 towers are still to be constructed.
- (e) The Said Plot-A admeasuring 49137.00 sq. mtrs. out of New Survey Nos. 79/1A, 2A, 2C, 3A, 80/1B, 2A, 2B, 3A, 4, 5A, 8, 9, 81/1/1, 1/3, 82/2, 3, 4, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6E, 84, 85, 86/1, 2, 3A, 4A, 4B, 5A, 5/2A, 5/3B, 5/4C, 5D, 5E, 5/7B(F), 5/8H, 5K, 5M, 5(O), 5(S), 5(T), 87/2/1/A/1, 87/2/4, 88/5/6, 5/2A, 88/5/2C, 66/5 are hereby referred to as the "project land" which is more particularly described in the First Schedule hereunder written.
- (f) Now so far as the building project to be known as "HIGHLAND PARK" by the said M/s Siddhi Gaurav Enterprises, which is the subject of this Title Report, is concerned, the same is being developed on the land in aggregate admeasuring 27001.36 sq.mtrs. forming part of the above properties i.e. the "Project Land" consists of the New Survey numbers viz.81/1/1, 81/1/3, 84, 85, 87/2/1A/1, 87/2/4, 88/5/6, 88/5/2A, 88/5/2C, 66/5/A which land is more



particularly described in the Second Schedule written hereunder and hereinafter referred to as the present "Highland Park Land".

6. In view of the above we are of the opinion that the owners' viz. (i) Mr. Kunal P. Gala and 3 others were the absolute owners of the Land-B admeasuring 8800 sq.mtrs. However, after transferring land admeasuring 2800 sq.mtrs to the T.M.C. now owns land admeasuring 6000 sq.mtrs. out of that, (ii) M/s. Siddhi Real Estate Developers were the absolute owners of the Land-A and Land-C to Land-L in aggregate admeasuring 76,668.37 sq.mtrs, however after transferring the land admeasuring 19131.37 sq. mtrs to TMC, now owns land admeasuring 57937 sq. mtrs out of that.

Therefore we hereby certify that the title of Shri. Kunal P. Gala & 3 others to the said land mentioned in (i) above and title of M/s. Siddhi Real Estate Developers to the said land mentioned in (ii) above, subject to above mentioned mortgage loan and outcome of the pending three litigations is clear and marketable and free from any encumbrances.

As such, their title to Plot A admeasuring 49137 sq.mtrs. which is the project land, on which 3 projects viz. Highland Park, Highland Residency and Twinkle Tower are erected/being erected, subject to above mentioned mortgage loan is also clear and marketable and free from all encumbrances. As per the provisions of RERA Act, 2016, the conveyance of the project land will have to be executed in favour of the federation of the societies from the said three projects. We further certify that the Developer M/s. Siddhi Gaurav Enterprises have full right and absolute authority to develop the project land and to sell and/or dispose of the developed components there from, subject to the aforesaid encumbrances.

The FIRST scheduled of the property referred to above
(PROJECT LAND)

ALL THOSE pieces or parcels of N.A. Land in aggregate admeasuring 49137 sq. mtrs. situate, lying and being at village Dhokali, (Formerly village Balkum), Taluka & District Thane within the limits of Thane Municipal Corporation and in the registration District and Sub-District Thane bearing Dhokali New Survey No.79/1A, 2A, 2C, 3A, 80/1B, 2A, 2B, 3A, 4, 5A, 8, 9, 81/1/1, 1/3, 82/2, 3, 4, 5A,

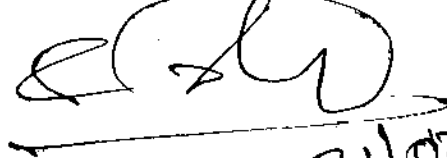


5B, 5C, 5D, 6A, 6B, 6C, 6E, 84, 85, 86/1, 2, 3A, 4A, 4B, 5A, 5/2AE, 5/B, 5/C, 5D, 5E, 5/7B(F), 5/H, 5K, 5M, 5(O), 5(S), 5(T), 87/2/1/A1, 87/2/4, 88/5/6, 5/2A, 88/5/2C, 66/5 and Balkum Old Survey No.122/1P, 2AP, 2B(p), 3(p), 123/1P, 2P, 3P, 4, 5P, 8, 9, 124/1P, 125/2, 3, 4, 5A, 5P, 6P, 126/, 127/, 233/1, 2, 3A, 4A, 4B/5/1, 5/2, 5/9, 5/3, 5/4, 5/5, 5/6, 5/7, 5/8, 5/9, 5/11, 5/12, 5/14, 5/15, 128/2P, 129/5/6, 5/3, 306/5.

The Second Schedule of the property referred to above
(Highland Park Land)

ALL THOSE pieces or parcels of the N.A. Land in aggregate admeasuring 27001.36 sq. mtrs. situate, lying and being at village Dhokali, (Formerly village Balkum), Taluka & District Thane within the limits of Thane Municipal Corporation and in the registration District and Sub-District Thane bearing Dhokali New Survey No. 81/1/1, 81/1/3, 84, 85, 87/2/1A/1, 87/2/4, 88/5/6, 88/5/2A, 88/5/2C, 66/5/A and Balkum Old Survey No 124/1p, 124/1/3, 126, 127, 128/2P, 128/2p, 129/5/6, 129/5/3, 129/5/3, 306/5, and forming portion of the larger land more particularly described in the First Schedule herein above written.

For M/s. Patil & Gangarkar & Co.


21/07/17
(Mr. P.M.Patil)
Partner
Advocates High Court

Date: 21/07/2017