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Ref: LS/DLH/SME/L2/2014

Dated: 25th November, 2014

To,
Mr. Vijay Thakkar, Director
Dev Land and Housing Pvt. Ltd.
10th Floor, Dev Plaza
Opp. Andheri Fire Station
S.V. Road, Andheri West
Mumbai 400 058

Sir,

Sub: Title Report in respect of Property belonging to Anudan Properties Private Limited being a Plot of Land bearing Final Plot No. 45 admeasuring 10909.78 square metres, or equivalents thereabout and forming a part of Town Planning Scheme No.1, Thane, lying being and situate at Village: Panchpakhadi, Thane, Taluka and District Thane, in the Registration District and Sub-District of Thane situated at Jijamata Nagar, Kamdar Hospital Road, Thane West, Thane 400 604 for which Development Rights are vested with DEV LAND & HOUSING PRIVATE LIMITED ("DLH").

Ref: **At your request**

In pursuance to your request for a Title Report in respect of the above captioned Property and on the basis of the documents furnished to us we are furnishing hereunder the Title Report in respect of the same.

1. **DESCRIPTION OF THE PROPERTY:**

1.1 Landed Property being Non-Agricultural plot of land or ground bearing Final Plot No. **45** admeasuring **10909.78** square metres (hereinafter referred to as the said "**PLOT**") or equivalents thereabout and forming a part of Town Planning



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Scheme No.1, Thane, lying being and situate at Village: Panchpakhadi, Thane, Taluka and District Thane, in the Registration District and Sub-District of Thane and within the limits of Thane Municipal Corporation encroached completely with hutments/slum dwellers and bounded as follows, on the North by 80' Width T.P. Road(ESIS Hospital Road), on the South by FP. NO.48 and proposed 40' width T.P. Road, on the East by Proposed 60' width T.P. Road and F.P. No.42, on the West by Tansa Pipe Line

2. LIST OF DOCUMENTS SUBMITTED BEFORE US FOR LEGAL SCRUTINY:

- 2.1 Agreement for Development dated 6th July, 2007 with the said Firm, which came to be duly registered under a Deed of Confirmation dated 17th June, 2009 with the Sub Registrar of Assurances at Thane under Serial No. TNN5-5233-2009 (hereinafter referred to as the said "**DEVELOPMENT AGREEMENT**") executed between M/s. Anudan Properties Pvt. Ltd. (*therein referred to as the "Owners"*) of the One Part and M/s Shree Mangalmurti Enterprises (*therein referred to as the "Developers"*) and hereinafter referred to as the said "**FIRM**") of the Other Part for the grant of development rights in respect of the said Plot viz. being a completely encroached piece of land being a piece of Land bearing Final Plot No. 45, admeasuring 10909.78 square metres and being a part of Town Planning Scheme No.1, lying being and situate at Mouje: Panchpakhadi, Thane, Taluka and District: Thane in the Registration District and Sub District of Thane.



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- 2.2 Power of Attorney dated 17th June, 2009 (hereinafter referred to as the said "**POWER OF ATTORNEY**") for grant of powers to Shree Mangalmurti Enterprises, partners Mr. Ashok B. Vaity and Mr. Sanjay R. Jadhav to do all such acts, deeds, matters and things in relation to the development of the said Plot.
- 2.3 Copy of the Order dated 26th February 2009 passed in the Writ Petition No. 8416 of 2003 (hereinafter referred to as the said "**WRIT PETITION**") before the Hon'ble Bombay High Court against the Thane Municipal Corporation (hereinafter referred to as the said "**TMC**") as filed by Ramakant Damodar Vaity and consent terms dated 26th February, 2009 (hereinafter referred to as the said "**CONSENT TERMS**") filed in the said Writ Petition.
- 2.4 Copy of the Letter of Intent dated 7th November, 2009 bearing No. SRS/TMC/TDD/3336 (hereinafter referred to as the said "**LOI**") issued by the said TMC under the Slum Rehabilitation Scheme (hereinafter referred to as the said "**SCHEME**").
- 2.5 The said TMC approved the Proposal of the said Firm under the said Scheme and called upon the said Firm to pay the applicable scrutiny fees and charges which the said Firm paid to the TMC vide various diverse Copy of the Receipts bearing No. 200435, 213475, 213473, 213474, 016899, 016900 dated. 8th January 2010 and 20th April 2010 issued by the said TMC for payments received by them towards the scrutiny fee and other charges.

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- 2.6 Copy of the List of Slum Dwellers and Project Affected Persons (PAP)
- 2.7 Copy of the Deed of Conveyance/Assignment dated 3rd December, 2011 and duly registered with the Sub Registrar of Assurances at Thane under Serial No. TNN5-10800-2011 dated 3rd December, 2011 (hereinafter referred to as the said "**DEED OF CONVEYANCE**") and executed between 1(a) Smt. Gulab Baburao Vaity, (b) Mrs. Kalpana Ravindra Keny, (c) Ms. Manisha Baburao Vaity, (d) Ms. Mohini Baburao Vaity, (e) Mrs. Bhavana Bhushan Subhedar, (f) Ms. Seema Baburao Vaity, 2(a) Mr. Sudhakar Dattatray Vaity, (b) Mrs. Meenakshi Sudhakar Vaity, (c) Mr. Yogendra Sudhakar Vaity, (d) Mrs. Jyoti Pravin Sonawane, 3 (a) Mr. Chandrakant Dattatray Vaity, (b) Mrs. Vatsala Chandrakant Vaity, (c) Mr. Kalpesh Chandrakant Vaity, 4. (a) Mr. Ramakant Dattatray Vaity, (b) Mrs. Shailaja Ramakant Vaity, (c) Mr. Jayesh Ramakant Vaity, (d) Mr. Chetan Ramakant Vaity, 5. Smt. Shakuntala Ramchandra Patil, 6. Smt. Vanita Madhukar Patil (*therein collectively referred to as the "Vendors"*) of the First Part and Mr. Azad Zabarchand Bhandari (Presently as sole Proprietor of M/s Anupam Enterprises, *therein referred to as the "Confirming Party"* of the Second Part and M/s Anudan Properties Pvt. Ltd. (*therein referred to as the "Purchaser"* and hereinafter referred to as the said "**OWNERS**") of the Third Part for the sale, transfer and to convey 2 (Two) plots being all those pieces and parcels of land or ground bearing Final Plot Nos. 43 and 45 admeasuring 8945.68 square metres and 10909.78



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square metres respectively and aggregately admeasuring **19848.46 square metres** or equivalent thereabouts (hereinafter collectively referred to as the said "**LARGER PROPERTY**"), forming a part of Town Planning Scheme No.1 of Thane having address at Village Panchpakhadi, Thane, Taluka and District Thane and having address at Jijamata Nagar, Kamdar Hospital Road, Thane West, Thane 400 604.

- 2.8 Supplemental Agreement dated 30th May, 2012 (hereinafter referred to as the said "**SUPPLEMENTAL AGREEMENT**") executed between Anudan Property Private Limited and Shree Mangal Murti Enterprises for the areas to be granted to Anudan Properties Private Limited.
- 2.9 Confirmation Deed dated 18th June 2012 duly registered with the Sub Registrar of Assurances at Thane under Serial No. TNN9-02400-2012 on 18th June 2012 (hereinafter referred to as the said "**DEED OF CONFIRMATION**") executed between Anudan Properties Pvt. Ltd. (*therein referred to as the said 'Owners'*) of the One Part and Shree Mangalmurti Enterprises (*therein referred to as the said 'Developers'*) of the Other Part for re-confirming the development rights granted to Shree Mangalmurti Enterprises.
- 2.10 Copy of the extract of the Property Register Card in respect of Final Plot no, 45 forming a part of Town Planning Scheme No. 1 (hereinafter referred to as the said "**PRC**").

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- 2.11 Copy of the Index II in respect of Final Plot No. 45 forming a part of Town Planning Scheme No. 1.
- 2.12 Deed of Assignment and Transfer of Development Rights dated 31st December 2013 duly registered with the Sub Registrar of Assurances at Thane under Serial No. TNN1-853-2014 on 30th January, 2014 (hereinafter referred to as the said **"DEED"**) and executed between Shree Mangalmurti Enterprises (*therein referred to as the said 'Firm'*) of the One Part and Dev Land and Housing Private Limited (*therein referred to as the said 'Developers'* also being the Developers herein) of the Other Part, the said Firm inter alia the said Deed, assigned and transferred to the said Developers therein, full and complete development rights as vested with it in respect of the said Plot viz. a landed property being a piece of land admeasuring **10909.78 square metres**, bearing Final Plot No. **45** under Town Planning Scheme No.1, Thane, situated at Village Panchpakhadi, Thane, Taluka and District Thane for the assignment and transfer of development rights vested with Shree Mangal Murti Enterprises in respect of the said Plot.
- 2.13 Original copy of the Power of Attorney dated 15th January, 2014 duly registered with the Sub Registrar of Assurances at Thane under Serial No. TNN1-854-2014 dated 30th January, 2014 (hereinafter referred to as the said **"POWER OF ATTORNEY"**) executed by Shree Mangal Murti Enterprises (*therein referred to as the said "Firm"*) in favour of Dev Land and Housing Pvt. Ltd. through its Director Mr. Vijay T Thakkar (*therein referred to as the*



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said "Constituted Attorney") for grant of powers to do all such acts, deeds, matters and things for the development of the said Plot.

- 2.14 Copy of the Intimation of Approval bearing VP No. S03/0026/10/TMC/TDD/ 0252/10 dated 4th May, 2010
- 2.15 Copy of the Commencement Certificate under Certificate No.000885 and bearing V P No. S03/0026/10/TMC/TDD0543/12 dated 10th February 2012
- 2.16 Title Certificate issued by Advocate Y S Duduskar dated 3rd September, 2012
- 2.17 Copy of the Commencement Certificate bearing V.P. No. S03/0026/10/TMC/TDD/1102/14 dated 3rd March, 2014 issued under Certificate No. 001856

3. FLOW OF TITLE IN RESPECT OF THE SAID PLOT

- 3.1 Upon perusal of the said Deed of Conveyance viz. a Deed of Conveyance /Assignment dated 3rd December, 2011 and duly registered with the Sub Registrar of Assurances at Thane under Serial No. TNN5-10800-2011 dated 3rd December, 2011 executed between 1(a) Smt. Gulab Baburao Vaity, (b) Mrs. Kalpana Ravindra Keny, (c) Ms. Manisha Baburao Vaity, (d) Ms. Mohini Baburao Vaity, (e) Mrs. Bhavana Bhushan Subhedar, (f) Ms. Seema Baburao Vaity, 2(a) Mr. Sudhakar Dattatray Vaity, (b) Mrs. Meenakshi Sudhakar Vaity, (c) Mr. Yogendra Sudhakar Vaity,(d) Mrs. Jyoti Pravin Sonawane, 3 (a) Mr. Chandrakant Dattatray Vaity, (b) Mrs. Vatsala Chandrakant Vaity, (c) Mr. Kalpesh Chandrakant Vaity, 4.



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(a) Mr. Ramakant Dattatray Vaity, (b) Mrs. Shailaja Ramakant Vaity, (c) Mr. Jayesh Ramakant Vaity, (d) Mr. Chetan Ramakant Vaity, 5. Smt. Shakuntala Ramchandra Patil, 6. Smt. Vanita Madhukar Patil (*therein collectively referred to as the "Vendors"*) of the First Part and Mr. Azad Zabarchand Bhandari (Presently as sole Proprietor of M/s Anupam Enterprises, *therein referred to as the "Confirming Party"* of the Second Part and M/s Anudan Properties Pvt. Ltd. (*therein referred to as the "Purchaser"*) of the Third Part for the sale, transfer and to convey 2 (Two) plots being all those pieces and parcels of land or ground bearing Final Plot Nos. 43 and 45 admeasuring 8945.68 square metres and 10909.78 square metres respectively and aggregately admeasuring **19848.46 square metres** or equivalent thereabouts, forming a part of Town Planning Scheme No.1 of Thane having address at Village Panchpakhadi, Thane, Taluka and District Thane and having address at Jijamata Nagar, Kamdar Hospital Road, Thane West, Thane 400 604, it is seen and contained therein that:

3.1.1 Pursuant to a Registered Indenture of Conveyance dated 24th June 1957 read with a subsequent writing dated 2nd May, 1962 made between Peter F Pimenta and Anr. (*therein referred to as the 'Vendor'*) of the First Part and Dattatraya Damodar Vaity Baburao Dattatraya Vaity, Sudhakar Dattatraya Vaity, Ramakant Dattatraya Vaity and Chandrakant Dattatraya Vaity (*therein referred to as the 'Purchasers'* and hereinafter



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referred to as the said **"VAITY FAMILY"**) and a Registered Release Deed dated 24th June 1957 made between Krishna Gopal Dhaklya and Kalu Dhaklya Dorya (*therein referred to as the 'Releasers'*) of the First Part and Narayan Govind Vaity and Shivram Dattatraya Vaity (*therein referred to as the 'Confirming Party'*) of the Second Part and Dattatraya Damodar Vaity and Others (*therein referred to as the 'Releasees'*) of the Third Part, the said Vaity Famil interalia were owned, seized and possessed of a diverse pieces/plots of land aggregated admeasuring 7Acres 31½ Gunthas (hereinafter referred to as the said **"ORIGINAL PROPERTY"**) and more particularly described in the First Schedule of Property to the said Deed of Conveyance, as the absolute Owners thereof;

3.1.2 By a Registered Deed of Lease dated 19th December, 1963 registered with the Sub Registrar Bombay under serial No. 518 on 14th Feb 1964, made between the said Vaity Family viz. Dattatraya Damodar Vaity, Shantibai Dattatraya Vaity, Baburao Dattatraya Vaity, Sudhakar Dattatraya Vaity Ramakant Dattatraya Vaity and Chandrakant Dattatraya Vaity (*therein referred to as the 'Lessors'*) of the First Part and one Mr. M.N. Virwani, (*therein referred to as the 'Lessee'*) of the Other Part, the said Vaity Family granted, demised and leased unto the said Mr. M.N. Virwani, the said Original Property for a term of 99 years commencing form



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3rd May, 1962, for the lease rent and on the terms and conditions contained in the Deed of Lease, dated 19th December 1963.

3.1.3 During the subsisting of lease granted to Mr. M N Virwani under the Deed of Lease dated 19th December 1963, by an Agreement for Sale, dated 14th September, 1981, made between the said Vaity Family viz. (1) Shri Dattatraya Damodar Vaity (2) Smt. Shantibai Dattatraya Vaity, (3) Shri Baburao Dattatraya Vaity, (4) Shri Sudhakar Dattatraya Vaity, (5) Shri Ramakant Dattatraya Vaity and (6) Shri Chandrakant Dattatraya Vaity (*therein referred to as the 'Vendors'*) of the First Part and M/s Anupam Enterprises (*therein referred to as the 'Purchaser'*) of the Other Part, the said Vaity Family interalia the Agreement for Sale dated 14th September, 1981 (*copy whereof is annexed as Annexure II to the said Deed of Conveyance*) agreed to sell, transfer and convey to the Purchaser therein viz. M/s Anupam Enterprises the said Original Property at for the consideration and in the manner mentioned in the said Agreement for Sale dated 14th September, 1981. Simultaneously upon the execution of the Agreement for Sale dated 14th September, 1981, the said Vaity Family executed a General Power of Attorney dated 14th September 1981 (*copy whereof is annexed as Annexure III to the said Deed of Conveyance*) in favour of Mr. Pandurang Keshav Shinde and Mr. Azad



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Zabarchand Bhandari , the then partners of M/s Anupam Enterprises.

3.1.4 Pursuant to execution of the Agreement for Sale dated 14th September 1981, M/s. Anupam Enterprises realized that in addition to the right of the said Vaity Family in the said Original Property one Smt. Shakuntala Ramchandra Patil, and Smt. Tara Madhukar Patil, the daughters of Dattatraya Damodar Vaity were also having share, right, title and interest in the said Original Property therefore by an Agreement for Sale dated 21st July 1983 (*copy whereof is annexed as Annexure IV to the said Deed of Conveyance*), M/s. Anupam Enterprises, acquired the right, title and interest of the said Smt. Shakuntala Ramakant Patil and Smt. Tara Madhukar Patil in the said Original Property, M/s Anupam Enterprises also obtained a General Power of Attorney, dated 3rd November, 1983 (*copy whereof is annexed as Annexure V to the said Deed of Conveyance*) from the said Smt. Shakuntala Ramakant Patil and Smt. Tara Madhukar Patil and the other members of their family in favour of its then partners Mr. Pandurang Keshav Shinde and Mr. Azad Zabarchand Bhandari.

3.1.5 By a Deed of Assignment, dated 30th December 1983 (*copy whereof is annexed as Annexure VI to the said Deed of Conveyance*) duly registered with the Sub Registrar at Bombay under Serial No. R-4502-1983 made and executed



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between Mr. M N. Virwani (*therein referred to as the 'Assignor'*) of the First Part and M/s Anupam Enterprises (*therein referred to as the 'Assignees'*) of the Second Part, the said M N Virwani inter alia the Deed of Assignment dated 30th December, 1983 assigned and transferred the leasehold right, title and interest vested with him under the Deed of Lease, dated 19th December, 1973, for the remainder of the lease period, in favour of M/s. Anupam Enterprises, at and for the consideration and in the manner mentioned in the Deed of Assignment, dated 30th December, 1983.

3.1.6 Out of the said Vaity Family, Dattatraya Damodar Vaity died intestate at Mumbai on or about 3rd September 1986 (*copy whereof is annexed as Annexure VII to the said Deed of Conveyance*) without leaving behind any will or other testamentary disposition and Mr. Baburao Dattatraya Vaity son of Dattatraya Damodar Vaity also died intestate at Mumbai on or about 29th January, 1993 (*copy whereof is annexed as Annexure VIII to the said Deed of Conveyance*) without leaving behind any will and/or other testamentary disposition and Smt. Shantabai Dattatraya Vaiti, the widow of Dattatraya Damodar Vaity also died intestate at Mumbai on or about 17th August, 2001 (*copy whereof is annexed as Annexure IX to the said Deed of Conveyance*) without leaving behind any will or



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other testamentary disposition. The aforementioned deceased persons out of the said Family have left behind surviving the Vendors to the said Deed of Conveyance, as their only legal heirs and next of kin under the laws of succession by which they were governed with at the time of their death.

3.1.7 In the implementation of the Town Planning Scheme of Panchpakhadi Thane, the said Original Property was allotted to the said Vaity Family (including their successors) as four Final Plots **viz.** Final Plot Nos. 43, 45, 126 and 137 admeasuring 8945.68 square metres, 10903.78 square metres, 1141.56 square metres and 2333.80 square metres respectively are more particularly described in the Second Schedule of Property to the said Deed of Conveyance.

3.1.8 The Final Plot Nos. 126 and 137 were earlier developed by M/s. Anupam Enterprises and the flats and premises so constructed under the development carried out by Anupam Enterprises were sold and/or disposed of and that necessary Deeds of Conveyance in respect of the said Final Plot Nos. 126 and 137 were executed by the predecessors of the Vendors and M/s. Anupam Enterprises in favour of the respective societies, while Plot Nos. 43 and 45 (*copy of the plans issued by the Town Planning Authorities showing the Plot Nos. 43 and 45 are annexed as Annexure X to the said Deed of Conveyance*) which were sold to M/s.



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Anupam Enterprises then came to be fully encumbered and encroached upon by unauthorized hutment/slum dwellers and hence remained to be developed.

3.1.9 By a Deed of Confirmation dated 16th May 2006 duly registered with the Sub Registrar of Assurances at Thane under Serial No. TNN5-03292-2006 on 19th May, 2006 (*copy whereof is annexed as Annexure XI to the said Deed of Conveyance*) made and executed between Anupam Enterprises (*therein referred to as the 'Vendors'*) of the One Part and M/s Anudan Properties Pvt. Ltd, (*therein referred to as the 'Developers'*) of the Other Part, the Agreement for Development dated 22nd March 1991 which was made and executed between M/s. Anupam Enterprises (*therein referred to as the 'Vendors'*) of the One Part and M/s Anudan Properties Pvt. Ltd, (*therein referred to as the 'Developers'*) of the Other Part came to be registered to confirm the rights granted to the Developers under the Agreement for Development dated 22nd March, 1991 whereunder the Vendors had granted to the Developers therein the development rights and agreed to sell, transfer and convey the said Plot Nos. 43 and 45 to M/s Anudan Properties Pvt. Ltd. for the consideration and upon the terms and conditions contained therein. M/s Anudan Properties Pvt. Ltd. also got the General Power of Attorney (*copy whereof is annexed as Annexure XII*)



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to the said Deed of Conveyance) from the members of the Vaity family (including the Vendors to the said Deed of Conveyance) in favour of Mr. Pandurang Keshav Shinde and Mrs. Sunita Pandurang Shinde the Directors of Anudan Properties Pvt. Ltd. registered under the Deed of Confirmation dated 16th May, 2006.

3.1.10 Anudan Properties Private Limited had obtained a Declaration Cum Indemnity dated 6th April 1993 (*copy whereof is annexed as Annexure XIII to the said Deed of Conveyance*), from the members of Vaity family including the Vendors abovenamed, stating therein that they have received the entire balance consideration amount and that they have no objection of whatsoever nature to M/s. Anupam Enterprises entrusting the development rights and selling and transferring the property and also recorded therein that they have no objection of whatsoever nature to Anudan Properties Pvt. Ltd., developing and/or purchasing the property.

3.1.11 M/s. Anupam Enterprises, which was a partnership firm between Mr. Pandurang Keshave Shinde and Mr. Azad Zabarchand Bhandari, pursuant to a Deed of Retirement dated 14th August 1992 (*copy whereof is annexed as Annexure XIV to the said Deed of Conveyance*) Mr Pandurang Keshav Shinde, retired and the



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business of M/s Anupam Enterprises was continued by Mr. Azad Zabarchand Bhandari.

3.1.12 The Vendors to the said Deed of Conveyance are the residual Members of the said Vaity Family and the legal heirs and successors of the deceased persons namely Dattatraya Damodar Vaity, Shantabai Damodar Vaity and Baburao Dattatraya Vaity and M/s. Anupam Enterprises through Mr. Azad Zabarchand Bhandari has been joined as the Confirming Party to the said Deed of Conveyance who have executed the said Deed of Conveyance to sell, transfer and convey the said Larger Property in favour of Anudan Properties Private Limited, being 2 (Two) plots being all those pieces and parcels of land or ground bearing Final Plot Nos. 43 and 45 admeasuring 8945.68 square metres and 10909.78 square metres respectively and aggregately admeasuring **19848.46 square metres** or equivalent thereabouts, forming a part of Town Planning Scheme No.1 of Thane having address at Village Panchpakhadi, Thane, Taluka and District Thane and having address at Jijamata Nagar, Kamdar Hospital Road, Thane West, Thane 400 604 and more particularly described in the Third Schedule of Property to the said Deed of Conveyance. The Vendors and the Confirming Party have received all the monies due and payable to them under the said Deed of Conveyance and



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accordingly receipts confirming the payment of the same form are part of the said Deed of Conveyance.

3.2 Upon perusal of the other documents mentioned hereinabove provided to us for scrutiny and title report in respect of said Plot, the title of the said DLH to carry out the development of the said Plot commenced as follows:

3.2.1 By the said Deed of Conveyance viz. a Deed of Conveyance/Assignment dated 3rd December, 2011 and duly registered with the Sub Registrar of Assurances at Thane under Serial No. TNN5-10800-2011 dated 3rd December, 2011 and executed between 1(a) Smt. Gulab Baburao Vaity, (b) Mrs. Kalpana Ravindra Keny, (c) Ms. Manisha Baburao Vaity, (d) Ms. Mohini Baburao Vaity, (e) Mrs. Bhavana Bhushan Subhedar, (f) Ms. Seema Baburao Vaity, 2(a) Mr. Sudhakar Dattatray Vaity, (b) Mrs. Meenakshi Sudhakar Vaity, (c) Mr. Yogendra Sudhakar Vaity, (d) Mrs. Jyoti Pravin Sonawane, 3 (a) Mr. Chandrakant Dattatray Vaity, (b) Mrs. Vatsala Chandrakant Vaity, (c) Mr. Kalpesh Chandrakant Vaity, 4. (a) Mr. Ramakant Dattatray Vaity, (b) Mrs. Shailaja Ramakant Vaity, (c) Mr. Jayesh Ramakant Vaity, (d) Mr. Chetan Ramakant Vaity, 5. Smt. Shakuntala Ramchandra Patil, 6. Smt. Vanita Madhukar Patil (*therein collectively referred to as the "Vendors"*) of the First Part and Mr. Azad Zabarchand Bhandari (Presently as sole Proprietor of M/s Anupam Enterprises, *therein*



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referred to as the "Confirming Party" of the Second Part and M/s Anudan Properties Pvt. Ltd. (therein referred to as the "Purchaser") of the Third Part, under the terms of the said Deed of Conveyance the Vendors therein with the consent, approval and confirmation of the Confirming Party therein sold, transferred, assigned, conveyed and demised unto the Purchasers therein, 2 (Two) plots being all those pieces and parcels of land or ground bearing Final Plot Nos. **43** and **45** admeasuring **8945.68** square metres and **10909.78** square metres respectively and aggregately admeasuring **19848.46 square metres** or equivalent thereabouts being the said Larger Property, forming a part of Town Planning Scheme No.1 of Thane having address at Village Panchpakhadi, Thane, Taluka and District Thane and having address at Jijamata Nagar, Kamdar Hospital Road, Thane West, Thane 400 604, at and for a consideration and on the terms and conditions more particularly contained in the said Deed of Conveyance and more particularly described in the Third Schedule of Property thereunder written. The said Owners in pursuance of the said Deed of Conveyance became seized and possessed of the said Plot;

3.3 The said Owners/Firm prior to the execution of the said Deed of Conveyance had:

Handwritten signature



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3.3.1 By the said Development Agreement viz. an Agreement for Development dated 6th July, 2007 duly registered under a Deed of Confirmation dated 17th June, 2009 with the Sub Registrar of Assurances at Thane under Serial No. TNN5-5233-2009 executed between M/s. Anudan Properties Pvt. Ltd. (*therein referred to as the "Owners"*) of the One Part and M/s Shree Mangalmurti Enterprises (*therein referred to as the "Developers"*) of the Other Part, the Owners therein interalia under the terms of the said Development Agreement (also being the Owners herein) granted to the Developers therein (being the said Firm herein), development rights in respect of the said Plot viz. being a completely encroached piece of land being a piece of Land bearing Final Plot No. 45, admeasuring 10909.78 square metres and being a part of Town Planning Scheme No.1, lying being and situate at Mouje: Panchpakhadi, Thane, Taluka and District: Thane in the Registration District and Sub District of Thane (*therein referred to as the said "Property"*) at and for a consideration and on the terms, conditions and stipulations as more particularly mentioned in the said Development Agreement.

3.3.2 In pursuance of the said Development Agreement the said Owners, had also executed the said Power of Attorney viz. a Power of Attorney dated 17th June, 2009 in favour of the said Firm, represented through its partners Mr. Ashok B.



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Vaity and Mr. Sanjay R. Jadhav, for grant of complete powers full and absolute authority for carrying out and doing all such acts, deeds, matters and things in relation to the development of the said Plot and/or all other activities incidental thereto in the manner as more particularly mentioned in the said Power of Attorney.

3.3.3 The said Firm, pursuant to the said Development Agreement and the said Power of Attorney and the understanding thereunder with the said Owners was entitled to and is holding full and complete development rights in respect of the said Plot, got approved under the said Scheme the rights for development of the said Plot viz. a piece of land admeasuring **10909.78 square metres**, bearing Final Plot No. 45 under Town Planning Scheme No. 1, Thane, situated at Village Panchpakhadi, Thane, Taluka and District Thane.

3.3.4 Through One Ramakant Damodar Vaity and others had filed the said Writ Petition being Writ Petition No. 8416 of 2003 before the Hon'ble Bombay High Court against the said TMC. The disputes between the parties to the said Writ Petition came to be settled and accordingly consent terms under Order dated 26th February, 2009 (hereinafter referred to as the said "**CONSENT TERMS**") filed in the said Writ Petition.

3.3.5 Submitted to the said TMC a proposal for carrying out the development of the said Plot



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(hereinafter referred to as the said "**PROPOSAL**") under the Slum Rehabilitation Scheme of the Government of Maharashtra (hereinafter referred to as the said "**SCHEME**") through their Architects. The said TMC approved the said Proposal of the said Firm under the said Scheme and issued to the said Owners a Letter of Intent dated 7th November, 2009 bearing No. SRS/TMC/TDD/3336 (hereinafter referred to as the said "**LOI**") with an obligation to provide to the slum dwellers and the said PAP alternate accommodation. The said TMC further called upon to pay the applicable scrutiny fees and charges which the said Firm paid to the TMC vide diverse Receipts bearing No. 200435, 213475, 213473, 213474, 016899, 016900 dated. 8th January 2010 and 20th April 2010.

3.3.6 Under the terms of the said LOI, the said TMC confirmed and granted to the said Owners rights to use and consume the maximum permissible FSI in respect of the said Plot to the extent of 30924.22 square metres (hereinafter referred to as the said "**TOTAL FSI**").

3.3.7 By the said Supplemental Agreement viz. a Supplemental Agreement dated 30th May, 2012 executed between the said Owners viz. Anudan Properties Private Limited and the said Firm viz. Shree Mangalmurti Enterprises in view of the reasons and the terms and conditions as more particularly agreed upon and contained in the said



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Supplemental Agreement the areas to the entitlement of the said Owners, came to be mutually reduced.

3.3.8 By the said Deed of Confirmation viz. a Confirmation Deed dated 18th June 2012 and duly registered with the Sub Registrar of Assurances at Thane under Serial No. TNN9-02400-2012 on 18th June 2012 executed between Anudan Properties Pvt. Ltd. (*therein referred to as the said 'Owners'*) of the One Part and Shree Mangalmurti Enterprises (*therein referred to as the said 'Developers'*) of the Other Part, the said Owners therein (also being the Owners herein) inter alia the said Confirmation Deed re-confirmed the development rights granted under the terms of the said Development Agreement and further also the powers granted to the said Firm under the said Power of Attorney to the Developers therein (being the said Firm herein).

3.3.9 By the said Deed viz. a Deed of Assignment and Transfer of Development Rights dated 31st December 2013 duly registered with the Sub Registrar of Assurances at Thane under Serial No. TNN1-853-2014 on 30th January, 2014 and executed between Shree Mangalmurti Enterprises (*therein referred to as the said 'Firm'*) of the One Part and Dev Land and Housing Private Limited (*therein referred to as the said 'Developers'*) also being the Developers herein) of the Other Part, the said Firm inter alia the said Deed, assigned and



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transferred to the said Developers therein, (viz. the said DLH) full and complete development rights as vested with it in respect of the said Plot viz. a landed property being a piece of land admeasuring **10909.78 square metres**, bearing Final Plot No. **45** under Town Planning Scheme No.1, Thane, situated at Village Panchpakhadi, Thane, Taluka and District Thane (*therein referred to as the said 'Plot'*) and more particularly described in the Fourth Schedule of Property thereunder written.

3.4 The area of the said Plot as per the extract of the Property Register Card placed before us is shown as 10909.78 square metres and the holder of the Property is Anudan Properties Private Limited, the same is also confirmed from the copy of the Index II provided to us.

3.5 We have also perused the Title Certificate/s issued by Chitnis Vaity, Advocate for the said Owners which states that the said Plot is vested to the ownership of the said Owners viz. Anudan Properties Private Limited.

3.6 We have also perused the Title Certificate dated 3rd September, 2012 issued by Advocate Y S Duduskar which states that the said Plot is vested to the ownership of the said Owners viz. Anudan Properties Private Limited and the Development Rights in respect of the said Plot are vested with the said Firm.



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4. TITLE OF THE PROPERTY

4.1 In view of the above documents produced before us for legal scrutiny, it is seen that the said Plot being a piece of Land bearing Final Plot No. 45, admeasuring 10909.78 square metres and being a part of Town Planning Scheme No.1, lying being and situate at Mouje: Panchpakhadi, Thane, Taluka and District: Thane in the Registration District and Sub District of Thane vests in the name of the said Owners viz. Anudan Properties Private Limited, which is also seen and confirmed from the extract of the said PRC and Index II where the name of Anudan Properties Private Limited appears as the Owner in respect of the said Plot.

4.2 It is also further seen upon perusing the said Deed viz. Deed of Assignment and Transfer of Development Rights dated 31st December 2013 was completely encroached by slums and the same has been vacated for carrying out its development under the said Scheme. It is also further seen from the contents of the said Deed that the present area of the said Plot is also **10909.78 square metres** and that the said Firm has entered into the said Deed with Dev Land and Housing Private Limited for the re-development of the said Final Plot on the terms and conditions as contained in the said Deed

5. CONCLUSION:

5.1 In our opinion, in view of the abovementioned facts and on the basis of the documents placed before us for legal scrutiny in respect of the said Plot, being a piece of Land bearing Final Plot No. 45, admeasuring 10909.78 square metres and being a



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part of Town Planning Scheme No.1, lying being and situate at Mouje: Panchpakhadi, Thane, Taluka and District: Thane in the Registration District and Sub District of Thane situated at Jijamata Nagar, Kamdar Hospital Road, Thane West, Thane 400 604 for verification, it is clearly evident that the Ownership of the said Plot is vested in the name of Anudan Properties Private Limited and the development rights for the re-development of the said Plot are vested with Dev Land & Housing Private Limited. Thus on the basis of various documents as submitted to us for perusal and scrutiny in respect of the title of the said Plot vested with the said Owners, the same is clear and marketable, further the ownership and possession of the said Plot presently is vested with the said Owners.

Sincerely
For **LAWFUL SOLUTIONS**

N. Devnani



NIRMAL DEVNANI
Proprietor