

Add: 604, A Wing,  
Mahavir Exotica,  
Mogharpada, Ghodbunder Road,  
Thane (W) 400615

*Sachin J. Katkar*  
(Advocate)

## TITLE REPORT

### TO WHOMSOEVER IT MAY CONCERN

**THIS IS TO CERTIFY THAT** under the instructions of Developer M/s Puranik Builders Private Limited, having its office at : Puranik's One, Kanchan Pushpa, Opp. Suraj Water Park, G.B. Road, Thane (W). I have perused all the Deeds and Documents pertaining to the right, title and interest of the Developers in respect of following properties:

ALL THAT PIECE & PARCEL OF Land lying being and situated at Village Owale, Taluka & District Thane, bearing 1) S. No. Old 76 New 88 Hissa No. 5A admeasuring 4600 sq. meters, 2) S. No. Old 76New 88 Hissa No. 5B admeasuring 890 sq. meters, 3) S. No. Old 76 New 88 Hissa No. 1 admeasuring 2300 sq. meters, 4) S. No. Old 75 New 89 Hissa No. 3 admeasuring 5560 sq. meters, 5) S. No. Old 75 New 89 Hissa No. 4B admeasuring 4680 sq. meters, 6) S. No. Old 75 New 89 Hissa No. 1 admeasuring 1160 sq. meters; 7) S. No. Old 76 New 88 Hissa No. 4 (P) admeasuring 1340 sq. meters 8) Survey No. Old 76 New 88 Hissa No. 3A admeasuring 1290 sq. meters and 9) Survey No. Old 76 New 88 Hissa No. 3B admeasuring 1290 sq. meters, admeasuring in aggregate 23110 sq. meters; within the registration Sub-District, Taluka and Dist Thane and within the limits of Thane Municipal Corporation, Thane.

#### **Following documents are perused :**

- A. Current 7/12 extracts.
- B. Relevant Mutation entries.
- C. Search Report
- D. Permission
- E. Title Deeds

**BRIEF HISTORY OF FIRST PROPERTY :-** S. No. Old 76 New 88 Hissa No. 5A admeasuring 4600 sq. meters

#### **A. In respect of 7/12 extracts :**

1. **Current 7/12 extracts :** It appears from current 7/12 Extract dated 29/7/2017 that, the name of Walkya Joma Shinge and others shown in the owners column and the charge of development agreement of Gaurav Land Corporation through its Partner Dhiraj Shah and Mukesh Dedhia is



kept on other rights column and 3680.00 sq.mtrs land comes under the scheme of section 20/21 of ULC.

2. **In respect of 50 years old 7/12 extracts** : It appears from 7/12 extract of 50 years that, the said proerty is originally owned by Joma Gopal Shinge and thereafter by Walku Joma Shinge and others.

**B. In respect of 6 D Mutation Entries :**

1. It appears from the **mutation entry no. 159** dated 30/9/1929 that Kondo Balkrishna Lahu died before 10/11 years. Name of Moreshwar Kondo Lahu was entered in the records of rights as per RTS 383 dated 13/8/1929.
2. It appears from the **mutation entry no. 270** dated 20/3/1937 that as per the statement given by Moreshwar Kondu Tattu the property is in possession of Kutubuddin Mohiddin Varekar.
3. It appears from the **mutation entry no. 546** dated 3/11/1955 that as per Hissa form no. 12 dated 30/11/1950 the Survey No. 76/5 is subdivided into 76/5A and 76/5B. Moreshwar Kondo Tattu is the occupant of the said property i.e. Survey No. 76/5A.
4. It appears from the **mutation entry no. 591** dated 8/8/1956 that as per Tenancy order no. TNC 8113 dated 14/1/1956 that Moreshwar Kondu Tattu is the occupant of the said property. Ibrahim Ismail is shown as the protected tenant and Joma Gopal is the simple tenant of the said property.
5. It appears from the **mutation entry no. 1245** dated 4/10/1966 that, Additional Tahsildar and agricultural lands tribunal determined purchase price of Rs. 444/- of the said property under section 32G of Bombay Tenancy and Agricultural Lands Act vide order no. P-116-II/19/5/60 and the name of tenant recorded in the owners column and charge of owner for purchase price kept on other rights column.
6. It appears from the said **mutation entry no. 1326** dated 2/8/1970 that as per the Standards Weights and measurement Enforcement act the land record was converted into decimal system.
7. It appears from **mutation entry no 1612** dated 2/21977 that Joma Gopal Shinge died on 5/12/1973 leaving behind him following legal heirs 1) Walku Joma Shinge 2) Rakhmibai Hender Raut 3) Motibai Namdev Raut 4) Banibai Balaram Gawali 5) Bhagiyabai Govind Upase.



8. It appears from **mutation entry no. 2633** dated 14/1/2005 that the Sub Divisional Officer Thane has passed an order no. TD/6/KVP/SR/137/2004 dated 27/7/2004 and thereby relaxed the condition of u/s 43 for the development and sale of the said property.
9. It appears from the **mutation entry no. 2642** dated 20/1/2005 that Development agreement executed between Walku Joma Shinge (Karta) and others in favour of M/s Gaurav Land Corporation for Rs. 40,00,000/- The said deed is registered on 31/8/2004 and charge of development agreement kept on other rights column.
10. It appears from the **mutation entry no. 2720** dated 15/5/2006 that, 32M Certificate is issued vide sr. no. 3170 dated 6/12/19778 and charge of Moreshwar Kondu Tattu was removed from the other rights column as the tenant has paid the purchase price as determined under section 32G.
11. It appears from the **mutation entry no. 2731** dated 26/7/2006 that, Bhagirathi Govind Chaudhari died before 22 to 25 years back she is not having legal heirs therefore name of the deceased was removed from the record of rights.
12. It appears from the **mutation entry no. 2904** dated 12/2/2009 that Motibai Namdev Raut died before 10 to 15 years back leaving behind following legalheirs: 1) Janardan Namdev Raut (son) 2) Ashok Namdev Raut (son) 3) Maruti Namdev Raut (son) 4) Lilabai Vishnu Shinge (daughter) 5) Janibai Maruti Mhatre (daughter) 6) Kashibai Ravindra Mhatre (daughter).
13. It appears from the **mutation entry no. 2921** dated 2/6/2009 that, As per the order of Tahasildar, Thane vide no. Mahasul K-1/T-3/SR 605/2009/H. No./KV 3778 dated 27/5/2009 and Additonal Collector and Competant Authority of Thane Urban Agglomeration vide its letter no. ULC/TA/ATP/Section 20/21 dated 25/3/2009 the scheme u/s 20/21 of ULC Act is sanctioned for the said property alongwith other properties and effect of the said order taken on the other rights column of the said property alongwith other properties.
14. It appears from the **mutation entry no. 4128** dated 7/8/2012 that, The Non-Agricultural Permission granted by the Collector, Thane vide its order no. Mahasul/K-1/T-1/NAP/SR 238/06 dated 25/4/2007 for the said property alongwith other properties.



**C. In respect of Search Report with the Sub Registrar of Assurances :**

Search Report issued Adv. Vaibhavi Ulkande for the period of 1959 to 2010 and Search Report issued by Mr. Akshay Kinjale for the period 2010 to 2017 (5/3/2017) placed before me and nothing found incriminating in that.

**D. In respect of various permissions and sanctions :**

1. **In respect of Order U/s 8(4) of ULC Act:** It appears from order vide no ULC/TA/Kavesar/SR-138 and ULC/TA/Vadavali/SR-75 dated 29/2/1988. That 1388 sq.mtrs. area of the Survey No. 76/5 declared as excess.
2. **In respect of section 43 of Bombay Tenancy Act:** Sub Divisional Officer Thane has passed an order no. TD/6/KVP/SR/137/2004 dated 27/7/2004 and thereby relaxed the condition of u/s 43 for the development and sale of the said property.
3. **In respect of Order U/s 20 of ULC Act:** It appears from the said order vide no. ULC/TA/WSHS/20 Special Dispention Scheme /SR-1563 dated 16/8/2005. The said plot is exemted and granted the scheme for the development of the said property.
4. **In respect of Non Agriculture permission:** The Non-Agricultural Permission granted by the Collector, Thane vide its order no. Mahasul/C-1/T-1/NAP/Sr - 138/06 dated 25/4/2007 for the said property alongwith Survey No. 88/5A and 88/1.

**E. In respect of Title Deeds :**

1. 32M certificate issued by Additional Tahasildar and Agricultural Land Tribunal vide no. 3170 dated 6/12/1978 in the name of Joma Gopal Shinge. The said certificate is duly registered with the Sub Registrar of Assurance Thane vide sr. no. 24 dated 31/1/1979.
2. Walku Joma Shinge and others executed Development Agreement in favour of M/s Gaurav Land Corporation and assign the development rights of the said property alongwith other properties for the consideration of Rs. 40,00,000/-. The said agreement is registered on 31/8/2004 vide no. 6348/2004.
3. It appears from the said deed that M/s Gaurav Land Corporation (through its partner Dhiraj P. Shah) AND Puranik Builders Private Limited has entered into Joint development agreement for the survey nos. (76)88/5A, (76)88/5B, (76)/88/1 & (75)89/3 for the consideration of Rs. 50,00,000/-



(interest free security deposit). The said deed is executed on 3/12/2009 and registered on 9/12/2009 bearing no. 11021/2009.

4. M/s Gaurav Land Corporation through its partner Dhiraj P. Shah AND Puranik Builders Private Limited has executed Joint Development Agreement for the said property alongwith Survey Nos. (76)88/5B, (76)/88/1 & (75)89/3 for the consideration of Rs. 50,00,000/- (interest free security deposit). The said deed is executed on 3/12/2009 and registered on 9/12/2009 bearing no. 11021/2009.

**BRIEF HISTORY OF SECOND PROPERTY :-** S. No. Old 76 New 88 Hissa No. 5B admeasuring 890 sq. meters,

**A. In respect of 7/12 extracts :**

1. **Current 7/12 extracts :** It appears from current 7/12 Extract dated 29/7/2017 that, the name of M/s Gaurav Land Corporation through Dhiraj P. Shah and Mukesh P. Dedhia shown in the owners column.
2. **In respect of 50 years old 7/12 extracts :** It appears from 7/12 extract of 50 years that, the said proerty is originally owned by Joma Gopal Shinge and thereafter by Walku Joma Shinge and others.

**B. In respect of 6 D Mutation Entries :**

1. It appears from the **mutation entry no. 270** dated 20/3/1937 that as per the statement given by Moreshwar Kondu Tattu the property is in possession of Kutubuddin Mohiddin Varekar.
2. It appears from the **mutation entry no. 318** dated 15/3/1940 that, Kutubuddin Mohiddin Varekar died in the year 1939 leaving behind his legal heirs nephew Hasan Sharfuddin Varekar.
3. It appears from the **mutation entry no. 403** dated 29/3/1947 that the, as per the Partition Deed between Khatijabai Kutubuddin Mohiddin, Aaijabibi Sirajuddin and Hasanmiya Sharafuddin the said property alongwith other properties comes into the share of Khatijabai Kutubuddin Mohiddin.
4. It appears from the **mutation entry no. 546** dated 3/11/1955 that as per Hissa form no. 12 dated 30/11/1950 the Survey No. 76/5 is subdivided into 76/5A and 76/5B. Hasanmiya Sharafuddin is the occupant of the said property i.e. Survey No. 76/5B.



5. It appears from the said **mutation entry no. 1326** dated 2/8/1970 that as per the Standards Weights and measurement Enforcement act the land record was converted into decimal system.
6. It appears from the said **mutation entry no. 1440** dated 3/8/1974 that, the said property is in the name of Hasanmiya Sharafuddin Varekar. But he is not in the possession of the said property and he has given a statement that the said property is in possession of Janardhan Aatmaram Patil. Therefore the name of Janardhan Aataram Patil recorded in the record of rights.
7. It appears from the said **mutation entry no. 2712** dated 20/4/2006 that, Janardhan Aatmaram Patil executed Agreement in favour of Gaurav Land Corporation through its Partner Dhiraj Dedhia and Mukesh Dedhia for Rs. 8,00,000/-.
8. It appears from the said **mutation entry no. 2913** dated 16/3/2009 that, Janardhan Aatmaram Patil executed Conveyance Deed in favour of Gaurav Land Corporation through its Partner Dhiraj Dedhia and Mukesh Dedhia for Rs. 8,00,000/- vide registered no. 1220/2008 dated 7/2/2008.
9. It appears from the **mutation entry no. 4128** dated 7/8/2012 that, The Non-Agricultural Permission granted by the Collector, Thane vide its order no. Mahasul/K-1/T-1/NAP/SR 238/06 dated 25/4/2007 for the said property alongwith other properties.

**C. In respect of Search Report with the Sub Registrar of Assurances :**

Search Report issued Adv. Vaibhavi Ulkande for the period of 1959 to 2010 and Search Report issued by Mr. Akshay Kinjale for the period 2010 to 2017 (5/3/2017) placed before me and nothing found incriminating in that.

**D. In respect of various permissions and sanctions :**

**1. In respect of Order U/s 8(4) of ULC Act:**

It appears from order vide no ULC/TA/T-7/Owala/SR-227 dated 12/6/2000. The provisions of ULC Act are not applicable to the said property alongwith other properties.

- 2. In respect of Non Agriculture permission:** The Non-Agricultural Permission granted by the Collector, Thane vide its order no. Mahasul/C-1/T-1/NAP/Sr - 138/06 dated 25/4/2007 for the said property alongwith Survey No. 88/5A and 88/1.



**E. In respect of Title Deeds :**

1. Janardan Atmaram Patil executed Agreement in favour of M/s Gaurav Land Corporation and for the consideration of Rs.8,00,000/-. The said agreement is registered on 24/2/2006 vide no. 1244/2006.
2. Sulochana Janardan Patil & others executed Confirmation deed in favour of M/s Gaurav Land Corporation. The said deed is executed and registered on 17/7/2006 vide no. 4682/2006 and confirmed agreement vide regd. no. 1244/2006 dated 24/2/2006.
3. Janardan Atmaram Patil executed Conveyance Deed in favour of M/s Gaurav Land Corporation and The said Conveyance Deed is registered with the Sub Registrar Assurance, Thane 2 vide sr. no. 1220/2008 dated 7/2/2008.
4. M/s Gaurav Land Corporation through its partner Dhiraj P. Shah AND Puranik Builders Private Limited has executed Joint Development Agreement for the said property alongwith Survey nos. (76)88/5A, (76)88/1 & (75)89/3 for the consideration of Rs. 50,00,000/- (interest free security deposit). The said deed is executed on 3/12/2009 and registered on 9/12/2009 bearing no. 11021/2009.

**BRIEF HISTORY OF THIRD PROPERTY:** - S. No. Old 76 New 88 Hissa No. 1 admeasuring 2300 sq. meters,

**A. In respect of 7/12 extracts :**

1. **Current 7/12 extracts :** It appears from current 7/12 Extract dated 29/7/2017 that, the name Ramchandra Namdev Mukadam shown in the owners column and charge of M/s Gaurav Land Corporation through Dhiraj P. Shah and Mukesh P. Dedhia shown in the other rights column.
2. **In respect of 50 years old 7/12 extracts :** It appears from 50 years old 7/12 extract that, the said property is originally owned by Narhar Ganesh Joshi.

**B. In respect of 6 D Mutation Entries :**

1. It appears from the said **mutation entry no. 312** dated 31/1/1940 that, Purchaser Saraswatibai Ganesh Joshi paid Rs. 1950 dated 20/2/1939 on



behalf of Narhar Ganesh Joshi and Ramchandra Ganesh Joshi for said property alongwith other properties.

2. It appears from the **mutation entry no. 464** dated 7/7/1951 that as per the order of the State Government of Bombay standard area was implemented for various types of land and the said property being of lesser area than the standard area was declared as tukda land.
3. It appears from the **mutation entry no. 591** dated 8/8/1956 that as per Tenancy order no. TNC 8113 dated 14/1/1956 that Saraswatibai Ganesh Joshi is the occupant of the said property. Somvarya is shown as the protected tenant and Bhau Nago is the simple tenant of the said property.
4. It appears from the **mutation entry no. 680** dated 29/6/1957 that, the protected tenant somvarya is recorded to the said property but, he is not cultivating the said property therefore his name is removed protected tenant for the said property.
5. It appears from the **mutation entry no. 859** dated 21/9/1961 that, Saraswati Ganesh Joshi died on 5/6/1958 leaving behind legal heirs sons Narhari Ganesh Joshi, Ramchandra Ganesh Joshi.
6. It appears from the **mutation entry no. 1021** dated 15/9/1963 that, the name of Bhau Nago Mukadam is wrongly recorded as a Tenant to the said property therefore his name of removed and the name of Mankya Shingo Mukadam is recorded as per the order of SDO Thane dated 13/12/1962.
7. It appears from the said **mutation entry no. 1368** dated 15/9/1971 that, Mankya Shimago Mukadam paid purchase price determined as per 32G Order to the owner Narhar Ganesh Joshi & other two. Thereafter 32M Certificate No. 1009 dated 7/7/1971 is issued and the charge of owner from the other rights column is removed.
8. It appears from the **mutation entry no. 1682** dated 16/10/1977 that, Mankya Shingo Mukadam died on or about in the year 1974 leaving behind legal heirs Laxmibai Namdev Madhavi (Daughter), Vasant Hender Thandare (Grandson), Arun Hender Thandare (Grandson), Bebibai Umesh Patil (Granddaughter), Vithabai Hender Thandare (Granddaughter), Vandevi Hender Thandare (Granddaughter)
9. It appears from the **mutation entry no. 1945** dated 2/1/1988 that, Rakhmabai Namdev Madhavi died on or about in the year 1984 and Mankya Shingya Mukadam died on or about in the year 1978 leaving





behind following legal heirs Ramchandra Namdev Mukadam and Laxmi Namdev Mukadam.

10. It appears from the **mutation entry no. 2288** dated 17/12/2004 that, the name of Vasant Hender Thandare, Arun Hender Thandare, Bebibai Umesh Patil, Vithabai Hender Thandare, Laxmi Namdev Mukadam and Ramchandra Namdev Mukadam recorded as a legal heirs to the said property. The Vasant Hender Thandare given the statement that the said property is cultivating Ramchandra Namdev Mukadam.
11. It appears from the **mutation entry no. 2634** dated 14/1/2005 that, the Ramchandra Namdev Mukadam filed application to SDO, Thane for relaxing the condition u/s 43 of BT & ALT Act. The SDO passed an order vide no. TD/6/KP/VP/SR/136/2004 dated 27/7/2004 and Ramchandra Mukadam paid the Najrana of Rs. 80/- therefore condition u/s 43 of BT & ALT Act is removed from the 7/12 extract.
12. It appears from the **mutation entry no. 2643** dated 20/1/2005 that, Ramchandra Namdev Mukadam & others executed Development Agreement in favour of Gaurav Land Corporation for the consideration of 16,70,000/- on 1/11/2004. The charge of said development agreement kept on other rights column.
13. It appears from the **mutation entry no. 4128** dated 7/8/2012 that, The Non-Agricultural Permission granted by the Collector, Thane vide its order no. Mahasul/K-1/T-1/NAP/SR 238/06 dated 25/4/2007 for the said property alongwith other properties.
14. It appears from the **mutation entry no. 4255** dated 22/9/2014 that, As per the letter of Tahasildar, Thane vide no. Mahasul/K-1/Hakkanond/T-3/KV/6845/17568/14 dated 19/9/2014 and letter of Deputy Superintendent of Land Records vide no. D.L./KV 28/Sub Div M R No. 1244/255/Owale/Thane dated 20/1/2014 the form no. 12 is prepared regarding the said property and its effect is taken on the record of rights and as per the form no. 12 survey no. 76/1 is subdivided into 76/1A and 76/1B. Survey No. 76/1A vested in the name of Thane Municipal Corporation for 40.00 mtrs Road and Survey No. 76/1B came into the name of Ramchandra Namdevo Mukadam.



**C. In respect of Search Report with the Sub Registrar of Assurances :**

Search Report issued Adv. Vaibhavi Ulkande for the period of 1959 to 2010 and Search Report issued by Mr. Akshay Kinjale for the period 2010 to 2017 (5/3/2017) placed before me and nothing found incriminating in that.

**D. In respect of various permissions and sanctions :**

1. **In respect of Order U/s 8(4) of ULC Act:** It appears from order vide no ULC/TA/T-7/Owala/SR-245 dated 23/2/2000 the said property comes under the green zone. Therefore provision u/s 3 of ULC Act are not applicable to the said property.
2. **In respect of section 43 of Bombay Tenancy Act:** Sub Divisional Officer Thane has passed an order no. TD/6/KVP/SR/136/2004 dated 27/7/2004 and thereby relaxed the condition of u/s 43 for the non-agricultural use and development of the said property.
3. **In respect of Non Agriculture permission:** The Non-Agricultural Permission granted by the Collector, Thane vide its order no. Mahasul/C-1/T-1/NAP/SR 138/06 dated 25/4/2007 for the said property alongwith other properties.

**E. In respect of Title Deeds :**

1. 32M certificate issued by Additional Tahasildar and Agricultural Land Tribunal vide no. 1009 dated 18/6/1971 in the name of Mankya Shingo Mukadam. The said certificate is duly registered with the Sub Registrar of Assurance Thane vide sr. no. 152 dated 18/7/1971.
2. Ramchandra Namdev Mukadam & others executed Development Agreement in favour of M/s Gaurav Land Corporation for the consideration of Rs.1670000/-. The said agreement is registered on 1/11/2004 vide no. 7873/2004.
3. M/s Gaurav Land Corporation through its partner Dhiraj P. Shah AND Puranik Builders Private Limited has executed Joint Development Agreement for the said property alongwith Survey nos. (76)88/5A, (76)88/5B & (75)89/3 for the consideration of Rs. 50,00,000/- (interest free security deposit). The said deed is executed on 3/12/2009 and registered on 9/12/2009 bearing no. 11021/2009.

**BRIEF HISTORY OF FOURTH PROPERTY :-** S. No. Old 75 New 89 Hissa No. 3  
admeasuring 5560 sq. meters

**A. In respect of 7/12 extracts :**

1. **Current 7/12 extracts** : It appears from current 7/12 Extract dated 29/7/2017 that, the Survey No. Old 75 New 89 Hissa No. 3 subdivided into three parts Old 75 New 89 Hissa No. 3A, Old 75 New 89 Hissa No. 3B and Old 75 New 89 Hissa No. 3C. The Old 75 New 89 Hissa No. 3A and Old 75 New 89 Hissa No. 3C are in the name of Vinayak Kashinath Bhoir and Old 75 New 89 Hissa No. 3B is in the name of Thane Municipal Corporation. In the other rights column of the Old 75 New 89 Hissa No. 3A and 3C the charge of development agreement dated 22/12/2003 of the Gaurav Land Corporation of Rs. 17,00,000/- is kept on other rights column and 3260.60 sq.mtrs area comes under the scheme u/s 20/21 of ULC Act.
2. **In respect of 50 years old 7/12 extracts** : It appears from 50 years old 7/12 extract It appears from 7/12 extract of 50 years that, the said property is originally owned by Hira Dadu Raut.

**B. In respect of 6 D Mutation Entries :**

1. It appears from the **mutation entry no.150** dated 26/8/1929 that, Hira Dadu Raut mortgage the said property with other properties for Rs. 200/- to Pandharinath Sitaram Hajare.
2. It appears from the **mutation entry no. 472** dated 20/10/1951 that, the Hira Dadu Bhoir convey the said property alongwith other properties in favour of Kashinath Nathu Bhoir.
3. It appears from **mutation entry no. 1326** dated 2/8/1970 that as per the Standards Weights and measurement Enforcement act the land record was converted into decimal system.
4. It appears from the **mutation entry no. 1677** dated 16/10/1977 that the Kashinath Nathu Bhoir died on or about in the year 1974 leaving behind him following legal heirs 1) Ramesh Kashinath Bhoir (Son) 2) Vinayak Kashinath Bhoir (Son) 3) Champabai Kashinath Bhoir (Wife).
5. It appears from the **mutation entry no. 2311** dated 9/8/1995 that the, Kashinath Nathu Bhoir died in the year 1974 the name of legal heirs were recorded as per the mutation entry no. 1677 in the year 1977 as follows



legal heirs 1) Ramesh Kashinath Bhoir (Son) 2) Vinayak Kashinath Bhoir (Son) 3) Champabai Kashinath Bhoir (Daughter) but Kashinath Nathu Bhoir had legal heirs are as follows 1) Bhalchandra Kashinath Bhoir (Son) (died) 2) Ramesh Kashinath Bhoir (Son) 3) Vinayak Kashinath Bhoir (Son) 4) Champabai Kashinath Bhoir (Daughter). But the name of Bhalchandra Kashinath Bhoir was inadvertently not recorded. But Bhalchandra Kashinath Bhoir is also died legal behind following legal heirs 1) Maruti Bhalchandra Bhoir (Son) 2) Ganesh Bhalchandra Bhoir (Son) 3) Yasubai Bhalchandra Bhoir (Wife).

6. It appears from the **mutation entry no. 2385** dated 7/2/1997 that, The said property is mortgage to Pandharinath Sitaram Hajare for Rs. 200/- on 8/5/1929 for the period of 5 years and charge is kept on the said property. The owner had paid the mortgage amount and the charge is time barred therefore charge of mortgage for the other rights column is removed as per the order of Tahasildar No. Mahasul/K-1/T-3/Hakkanond/VS 527/dated 6/2/1997.
7. It appears from the **mutation entry no. 2639** dated 20/1/2005 that, Ramesh Kashinath Bhoir and others executed Development Agreement in favour of Gaurav Land Corporation as per the terms and conditions mentioned therein for the consideration of Rs. 17,00,000/- dated 22/12/2003.
8. It appears from the **mutation entry no. 2728** dated 25/7/2006 that the, Champabai Kashinath Bhoir died on or about in the year 1986 leaving behind her following legal heirs 1) Ramesh Kashinath Bhoir (Son) 2) Vinayak Kashinath Bhoir (Son) 3) Bhalchandra Kashinath Bhoir (Son). Bhalchandra Kashinath Bhoir died on or about in the year 1981 leaving behind him following leaving heirs 1) Yasubai Bhalchandra Bhoir (Wife) 2) Ganesh Bhalchandra Bhoir (Son) 3) Maruti Bhalchandra Bhoir (Son).
9. It appears from the **mutation entry no. 2921** dated 2/6/2009 that, As per the order of Tahasildar, Thane vide no. Mahasul K-1/T-3/SR 605/2009/H. No./KV 3778 dated 27/5/2009 and Additonal Collector and Competant Authority of Thane Urban Agglomeration vide its letter no. ULC/TA/ATP/Section 20/21 dated 25/3/2009 the scheme u/s 20/21 of ULC Act is sanctioned for the said property alongwith other properties and effect of the said order taken on the other rights column of the said property alongwith other properties.



10. It appears from the **mutation entry no. 4121** dated 7/9/2012 that, The Non-Agricultural Permission granted by the Collector, Thane vide its order no. Mahasul/K-1/T-1/NAP/SR 237/06 dated 25/4/2007 for the said property alongwith other properties.

11. It appears from the **mutation entry no. 4256** dated 22/9/2014 that, As per the letter of Tahasildar, Thane vide no. Mahasul/K-1/Hakkanond/T-3/KV/6847/17470/14 dated 19/9/2014 and letter of Deputy Superintendent of Land Records vide no. D.L./KV 28/Sub Div M R No. 1166/257/Owale/Thane dated 30/1/2014 the form no. 12 is prepared regarding the said property and its effect is taken on the record of rights and as per the form no. 12 survey no. 75/3 is subdivided into 75/3A, 75/3B and 75/1C. Survey No. 75/3B vested in the name of Thane Municipal Corporation for 40.00 mtrs Road and Survey No. 75/3A and 75/3C came into the name of Ramesh Kashinath Bhoir & Others.

**C. In respect of Search Report with the Sub Registrar of Assurances :**

Search Report issued Adv. Vaibhavi Ulkande for the period of 1959 to 2010 and Search Report issued by Mr. Akshay Kinjale for the period 2010 to 2017 (5/3/2017) placed before me and nothing found incriminating in that.

**D. In respect of various permissions and sanctions :**

1. **In respect of Order U/s 8(4) of ULC Act:** It appears from order vide no ULC/TA/T 7/Owala/SR 274 dated 18/8/2005. That 3260.60 sq.mtrs. area of the Survey No. 75/3 declared as excess.
2. **In respect of Order U/s 20 of ULC Act:** It appears from the said order vide no. ULC/TA/WSHS/20 Special Dispention Scheme /SR-1573 dated 18/8/2005. The said plot is exempted and granted the scheme for the development of the said property.
3. **In respect of Non Agriculture permission:** The Non-Agricultural Permission granted by the Collector, Thane vide its order no. Mahasul/C-1/T-1/NAP/Sr - 138/06 dated 25/4/2007 for the said property alongwith other properties.

**E. In respect of Title Deeds :**

1. Ramesh Kashinath Bhoir and others executed Development Agreement in favour of M/s Gaurav Land Corporation for the consideration of Rs.



1700000/- . The said agreement is registered on 22/12/2003 vide no. 8286/2003. The said development agreement is executed with all the co-owners.

2. M/s Gaurav Land Corporation (through its partner Dhiraj P. Shah) AND Puranik Builders Private Limited has entered into Joint development agreement for the survey nos. (76)88/5A, (76)88/5B, (76)/88/1 & (75)89/3 for the consideration of Rs. 50,00,000/- (interest free security deposit). The said deed is executed on 3/12/2009 and registered on 9/12/2009 bearing no. 11021/2009.

**BRIEF HISTORY OF FIFTH PROPERTY :-** S. No. Old 75 New 89 Hissa No. 4 admeasuring 4680 sq. meters

**A. In respect of 7/12 extracts :**

1. **Current 7/12 extracts :** It appears from current 7/12 Extract dated 29/7/2017 that, the Survey No. Old 75 New 89 Hissa No. 4 subdivided into two parts Old 75 New 89 Hissa No. 4A and Old 75 New 89 Hissa No. 4B The Old 75 New 89 Hissa No. 4A is in the name of Thane Municipal Corporation and Old 75 New 89 Hissa No. 4B is in the name of Dhiraj Popatlal Shah and Mukesh Popatlal Shah.
2. **In respect of 50 years old 7/12 extracts :** It appears from 7/12 extract of 50 years that, Motiram Ragho Bhoir and others are shown as the owners of the said land. Ganu Barik is shown as the protected tenant for the said property.

**B. In respect of 6 D Mutation Entries :**

1. It appears from the mutation entry no. 281 dated 24/1/1938 that, Moreshwar Shankar Godambe and Vitthal Jagannath Godambe conveyed the said property in favour of Ragho Gafoor Bhoir for Rs. 300/- on 8/12/1937.
2. It appears from the **mutation entry no. 591** dated 8/8/1956 that as per Tenancy order no. TNC 8113 dated 14/1/1956 that Ragho Gafoor Bhoir is the occupant of the said property. Ganu Barik is shown as the protected tenant of the said property.
3. It appears from the **mutation entry no. 655** dated 29/6/1957 that, Ganu Barik is recorded as a protected tenant of the said property. But he is not



cultivating the said property therefore is name as a protected tenant removed from the said property.

4. It appears from the said **mutation entry no. 1326** dated 2/8/1970 that as per the Standards Weights and measurement Enforcement act the land record was converted into decimal system.
5. It appears from the said **mutation entry no. 1635** dated 15/10/1977 that, Ragho Gafoor alias Balu Bhoir died on or before 1972 leaving behind following legal heirs : Motiram Ragho (Son), Kaluram Ragho (Son), Anant Ragho (Son), Sakhubai Ragho Bhoir (Wife), Manubai Damodar Shinge (Daughter).
6. It appears from the said **mutation entry no. 2135** dated 27/2/1991, Anant Ragho Bhoir died on or about 1986 leaving behind following legal heirs : Draupati Anant Bhoir (Wife), Lata Anant Bhoir (Daughter), Dil Aakash Aanant Bhoir (Son), Nilkanth Anant Bhoir (Son), Mahendra Anant Bhoir (Son).
7. It apperars from the **mutation entry no. 2638** dated 21/1/2005 that the Kaluram Ragho Bhoir & others executed development agreement in favour of Chaitanya Parekh partner of M/s Gaurav Land Corporation for the consideration of Rs. 1948000/- on 18/12/2003. Charge of development agreement was entered in the other rights column on the 7/12 extract.
8. It appears from the **mutation entry no. 2764** dated 28/12/2006 that Motiram Ragho Bhoir demised on 12/9/1994 leaving behind following legal hiers: 1) Prakash Motiram Bhoir - son 2) Sanjay Motiram Bhoir - son 3) Ramesh Motiram Bhoir - son 4) Vanita Naresh Tare - Daughter 5) Vastala Hanuman Shinge - Daughter 6) Rukmini Bharat Patil - Daugher. Wife of Motiram Ragho Bhoir demised before 25 years. Name of the deceased was removed from the record of rights and the names of the legal heirs were entered into the record of the rights.
9. It appears from the **mutation entry no. 2885** dated 1/10/2008 that, Kaluram Ragho Bhoir & others executed Conveyance Deed in favour of Abdul Karim Mohammad Isak Mandalik for the 0.23.4 H.R.P. out of 0.46.8 H.R.P. of said property for the consideration of Rs. 1,02,000/-. the said deed is registered at sr. no. 5825/1995 dated 28/6/1995.



10. It appears from the **mutation entry no. 2915** dated 20/3/2009 that Kaluram Ragho Bhoir & others conveyed 2340 sq. meters. Out of 4680 sq. meters of the said property to 1) Dhiraj Popatlal Shah 2) Mukesh Popatlal Dedhiya by executing deed of conveyance on 18/3/2009 and the said deed is registered vide no. 2203/2009 in the SRO, Thane for the consideration of Rs. 19,48,000/-.
11. It appears from the **mutation entry no. 2916** dated 20/3/2009 that Abdul Karim Mohammad Isak Mandalik conveyed 2340 sq. meters. Out of 4680 sq. meters of the said property to 1) Dhiraj Popatlal Shah 2) Mukesh Popatlal Dedhiya by executing deed of conveyance on 18/3/2009 and the said deed is registered vide no. 2201/2009 in the SRO, Thane for the consideration of Rs. 15,30,000/-.
1. It appears from the **mutation entry no. 4003** dated 24/6/2011 that, The Non-Agricultural Permission granted by the Collector, Thane vide its order no. Mahasul/C-1/T-1/NAP/SR 75/10 dated 23/8/2010 for the said property alongwith other properties.
12. It appears from the **mutation entry no. 4257** dated 22/9/2014 that, As per the letter of Tahasildar, Thane vide no. Mahasul/K-1/Hakkanond/T-3/KV/6749/17772/14 dated 19/9/2014 and letter of Deputy Superintendent of Land Records vide no. D.L./KV 28/Sub Div M R No. 1165/256/Owale/Thane dated 30/1/2014 the form no. 12 is prepared regarding the said property and its effect is taken on the record of rights and as per the form no. 12 survey no. 75/4 is subdivided into 75/4A and 75/4B. Survey No. 75/4A vested in the name of Thane Municipal Corporation for 40.00 mtrs Road and Survey No. 75/4B came into the name of Dhiraj Popatlal Shah & Others.
13. It appears from the **mutation entry no. 4406** dated 10/3/2017 that, As per the letter of Tahasildar, Thane vide no. Mahasul/K-1/Hakkanond/T-3/KV/16915/16 dated 27/2/2010 and letter of Deputy Superintendent of Land Records vide no. D.L./KV 28/Sub Div M R No. 1165/2012 D.R No. 2141/2016/Mouje Owale/Thane dated 29/8/2016 the form no. 12 is prepared regarding the said property and its effect is taken on the record of rights and as per the form no. 12 survey no. 75/4 is subdivided into 75/4A and 75/4B. Survey No. 75/4A vested in the name of Thane Municipal Corporation for 40.00 mtrs Road and Survey No. 75/4B came into the name of Dhiraj Popatlal Shah & Others.





**C. In respect of Search Report with the Sub Registrar of Assurances :**

Search Report issued Adv. Vaibhavi Ulkande for the period of 1959 to 2010 and Search Report issued by Mr. Akshay Kinjale for the period 2010 to 2017 (5/3/2017) placed before me and nothing found incriminating in that.

**D. In respect of various permissions and sanctions :**

1. **In respect of Order U/s 8(4) of ULC Act:** It appears from order vide no ULC/TA/T-7/Owala/SR 273 dated 11/10/2007 there is no excess land.
2. **In respect of Non Agriculture permission:** The Non-Agricultural Permission granted by the Collector, Thane vide its order no. Mahasul/C-1/T-1/NAP/SR 75/10 dated 23/8/2010 for the said property alongwith other properties.

**E. In respect of Title Deeds :**

1. Kaluram Ragho Bhoir & others executed Conveyance Deed in favour of Abdul Karim Mohammad Isak Mandalik for the 0.23.4 H.R.P. out of 0.46.8 H.R.P. of said property for the consideration of Rs. 1,02,000/- the said deed is registered at sr. no. 5825/1995 dated 28/6/1995.
2. Kaluram Ragho Bhoir and others executed Development Agreement in favour of Ms/ Gaurav Land Corporation for consideration of Rs. 19,48,000/-. Prakash Motiram Bhoir and others have given consent for the said development agreement. The said agreement is executed for the survey no. 75/4 P. admeasuring 2340 sq. meters. The said deed executed on 19/12/2003 and which is duly registered Sub Registrar Assurance Thane 5 vide sr. no. 392/2004 on 19/1/2004.
3. Gangubai Damodar Shinge has executed Release Deed in favour of Draupadibai Anant Bhoir and others. The said deed is executed on 7/10/2004 for the Survey no. (75)89/4 admeasuring 4680 sq. meters. The said deed which is duly registered Sub Registrar Assurance Thane 5 vide sr. no. 7317/2004 on 7/10/2004.
4. Kaluram Ragho Bhoir & others conveyed 2340 sq. meters. Out of 4680 sq. meters of the said property to 1) Dhiraj Popatlal Shah 2) Mukesh Popatlal Dedhiya by executing deed of conveyance on 18/3/2009 and the said deed is registered vide no. 2203/2009 in the SRO, Thane for the consideration of Rs. 19,48,000/-.



5. Abdul Karim Mohammad Isak Mandalik conveyed 2340 sq. meters. Out of 4680 sq. meters of the said property to 1) Dhiraj Popatlal Shah 2) Mukesh Popatlal Dedhiya by executing deed of conveyance on 18/3/2009 and the said deed is registered vide no. 2201/2009 in the SRO, Thane for the consideration of Rs. 15,30,000/-.
6. Kailash Kaluram Bhoir and others executed Deed of Confirmation in favour of M/s Gaurav Land Corporation for the development agreement dated 19/12/2003 for the survey no. (75)89/4P admeasuring 2340 sq. meters. The said confirmation deed is registered in 1/7/2004 vide no. 4856/2004 in the SRO Thane V.
7. Abdul Karim Ishak Mandalik through his POA holder Dhirajlal Popatlal Shah, Partner of M/s Gaurav Land Corporation has executed deed of conveyance for the survey no. (75)89/4 admeasuring 2340 sq.meters. in favour of Dhirajlal Popatlal Shah and Mukesh Popatlal Dedhia for the total consideration of Rs. 15,30,000/- The said deed is registered on 18/3/2009 vide no. 2201/2009 in the SRO. Thane, V.
8. Kaluram Ragho Bhoir and others through their POA holder Jitendra M. Mehta, has executed deed of conveyed for the survey no. (75)89/4 admeasuring 2340 sq. meters. in favour of Dhirajlal Popatlal Shah and Mukesh Popatlal Dedhia for the total consideration of Rs. 19,48,000/- (full consideration is paid). The said deed is executed and registered on 18/3/2009 vide no. 2203/2009 in the SRO. Thane, V.
9. M/s Gaurav Land Corporation through its partner Dhiraj P. Dedhia and Mukesh P. Dedhia (owners/developers) have executed Joint Development Agreement with M/s Puranik Builders. Dhiraj P. Dedhia and Mukesh P. Dedhia are the confirming party for the said agreement. Consideration for the said agreement is Rs.1,00,000/-. The said deed is executed for survey nos. (75)89/4P admeasuring 2340 sq. meters and survey no. (75)89/4P admeasuring 2340 sq. meters totally admeasuring 4680 sq. meters. The said deed is registered on 30/11/2010 vide no. 5580/2010.



**BRIEF HISTORY OF SIXTH PROPERTY :-** S. No. Old 75 New 89 Hissa No. 1  
admeasuring 1160 sq. meters;

**A. In respect of 7/12 extracts :**

1. **Current 7/12 extracts** : It appears from current 7/12 Extract dated 29/7/2017 that, the said property is shown in the name of Thane Municipal Corporation.
2. **In respect of 50 years old 7/12 extracts** : It appears from 50 years old 7/12 extract originally owned by Maruti Dev Bhise legal heirs Ganesh Narayan Bhise.

**B. In respect of 6 D Mutation Entries :**

1. It appears from the **mutation entry no. 464** dated 7/7/1951 that as per the order of the State Government of Bombay standard area was implemented for various types of land and the said property being of lesser area than the standard area was declared as tukda land.
2. It appears from the **mutation entry no. 591** dated 8/8/1956 that as per Tenancy order no. TNC 8113 dated 14/1/1956 that Maruti Dev legal heirs Ganesh Narayan Bhise is the occupant of the said property. Gopal Balo is shown as the protected tenant and Mankya Ragho is the simple tenant of the said property.
3. It appears from the **mutation entry no. 598** dated 19/11/1956 that, Ghanshyam Ganesh Bhise as given statement. Therefore the name of Maruti Dev legal heirs Ganesh Narayan Bhise was removed from the owners column and name of Dwarkadas Ratanshi entered in the record of rights.
4. It appears from the **mutation entry no. 657** dated 29/6/1957 that, the name of Gopal Balo is recorded as a protected tenant of the said property but, he is not cultivating the said land therefore his name is removed as per the oral order.
5. It appears from the **mutation entry no. 2287** dated 15/12/1994 that, Mankya Ragho Raut died on 21/4/1994 leaving behind following legal heirs Chandrabhaga Keshav Gharat (Daughter), Hashibai Shantaram



Shinge (Daughter). The said mutation entry is mutated on the mutation entry no. 351 of Village Vadavali.

6. It appears from the **mutation entry no. 2938** dated 28/8/2009 that, the said property is owned by Dwarkadas Ratanshi Trust. As per the order of Tahasildar and Agricultural Land Tribunal in the matter of 32G vide no. 32G/Owale/104/2006 dated 27/8/2009. The purchase price is determined in the name of tenant Chandrabhaga Keshav Gharat & others. and their name is recorded in the owners column.
7. It appears from the **mutation entry no. 2941** dated 10/9/2009 that, Chandrabhaga Keshav Gharat paid the purchase price as determined by the Tahasildar and Agricultural Tribunal u/s 32G of BT & ALT Act. Therefore 32M Certificate No. 36/2009 dated 8/9/2009 is issued and the charge of Dwarkadas Ratanshi Trust is removed from the other rights column.
8. It appears from the **mutation entry no. 3011** dated 20/8/2010 that, SDO, Thane passed & order vide no. TD/T-6/KV/VP/SR-451/2009 dated 5/1/2010 relaxed the condition u/s 43 of BT & ALT Act for Non-Agricultural use and development of the said property.
9. It appears from the **mutation entry no. 3088** dated 6/6/2011 that, Chandrabhaga Keshav Gharat & others executed Conveyance Deed in favour of Dhiraj Popatlal Shah and Mukesh Popatlal Dedhia for consideration of Rs. 2,75,000/- by conveyance deed dated 22/10/2010 vide no. 11063/2010.
14. It appears from the **mutation entry no. 4325** dated 28/10/2015, As per the letter of Tahasildar, Thane vide no. Mahasul/K-1/Hakkanond/T-3/KV/18071/15 dated 20/10/2015 and letter of Deputy Superintendent of Land Records vide no. D.L./KV/Sub Div M R No. 1623/15/D.R. No. 2066/15/2434/Mouje Owala/Thane dated 8/10/2015 the form no. 12 is prepared regarding the said property and its effect is taken on the record of rights and as per the form no. 12 Survey no. 75/1. The said property vested in the name of Thane Municipal Corporation for 40.00 mtrs Road.

**C. In respect of Search Report with the Sub Registrar of Assurances :**

Search Report issued Adv. Vaibhavi Ulkande for the period of 1959 to 2010 and Search Report issued by Mr. Akshay Kinjale for the period 2010 to 2017 (5/3/2017) placed before me and nothing found incriminating in that.



**D. In respect of various permissions and sanctions :**

**In respect of Non Agriculture permission:** The Non-Agricultural Permission granted by the Collector, Thane vide its order no. Mahasul/K-1/T-1/Mouje Owale/NAP/SR 58/2013 dated 3/9/2013 for the said property alongwith other property.

**E. In respect of Title Deeds :**

1. Chandrabhaga Keshav Gharat & others executed Development Agreement in favour of Dhiraj Popatlal Shah and Mukesh Popatlal Dedhia for consideration of Rs. 2,75,000/-. The said agreement registered with Sub Registrar Assurance Thane sr. no. 5150/2004 dated 15/7/2004.
2. Chandrabhaga Keshav Gharat & others executed Conveyance Deed in favour of Dhiraj Popatlal Shah and Mukesh Popatlal Dedhia for consideration of Rs. 2,75,000/- the said deed executed on 30/7/2010. The said agreement registered with Sub Registrar Assurance Thane sr. no. 11063/2010 dated 22/10/2010.
3. M/s Gaurav Land Corporation through its partner Dhiraj P. Shah AND Puranik Builders Private Limited has executed Joint Development Agreement for the said property. The said deed registered with Sub Registrar Assurance, Thane vide sr. no. 5038/2014 dated 1/8/2014.
4. M/s Gaurav Land Corporation executed Declaration cum Indemnity Bond and handed over the said property to the Thane Municipal Corporation for the 40.00 mtrs vide D.P. Road. The said deed is registered with Sub Registrar Assurance, Thane vide sr. no. 5421/2014 dated 20/8/2014.

**BRIEF HISTORY OF SEVENTH PROPERTY :-** S. No. Old 76 New 88 Hissa No. 4 (P) admeasuring 1340 sq. meters

**A. In respect of 7/12 extracts :**

1. **Current 7/12 extracts :** It appears from current 7/12 Extract dated 29/7/2017 that, the said property is subdivided into 88/4/A and 88/4/B. The Survey No. 88/4/A in the name of Thane Municipal Corporation and Survey No. 88/4/B in the name of Dhiraj Popatlal Shah and Dhiraj Popatlal Shah.



2. In respect of 50 years old 7/12 extracts : It appears from 50 years old 7/12 extract originally owned by Gangubai Sadashiv Ramchandra.

**B. In respect of 6 D Mutation Entries :**

1. It appears from the **mutation entry no. 464** dated 7/7/1951 that as per the order of the State Government of Bombay standard area was implemented for various types of land and the said property being of lesser area than the standard area was declared as tukda land.
2. It appears from the **mutation entry no. 591** dated 8/8/1956 that as per Tenancy order no. TNC 8113 dated 14/1/1956 that Gangubai Sadashiv Ramchandra is the occupant of the said property. Aalo Dadu is shown as the protected tenant and Gavtya Hashya is the simple tenant of the said property.
3. It appears from the **mutation entry no. 627** dated 29/6/1957 that, the name of Aalo Dadu recorded as a protected tenant to the said property. But he is not cultivating the said property therefore his name is removed as per the oral order.
4. It appears from the **mutation entry no. 1168** dated 28/2/1966 that, as per the order of Tahasildar and Agricultral Land Tribunal purchase price is determined as per the provisions of 32G of BT & ALT Act. The charge of purchase price is kept on the other rights column and name of the tenant Gavtya Halya Patil is recorded in the owners column.
5. It appears from the **mutation entry no. 1956** dated 16/4/1988 that, Tukaram alias Gavtya Hashya Patil died on 17/12/1986 leaving behind his legal heirs Muktabai Tukaram Patil (Wife), Dnyaneshwar Tukaram Patil (Son), Kantabai Krushna Patil (Daughter), Lata Tukaram Patil (Daughter).
6. It appears from the **mutation entry no. 2889** dated 7/10/2008 that, as per the order of Sub Divisional Officer, Thane vide no. TD/T-6/KV/VP/SR 224/2008 dated 7/2008.
7. It appears from the **mutation entry no. 2903** dated 12/2/2009 that, Muktabai Tukaram Patil & others executed Conveyance Deed in favour of Dhiraj Popatlal Shah and Mukesh Popatlal Dedhia for consideration of Rs. 15,00,000/-.
8. It appears from the **mutation entry no. 4325** dated 28/10/2015, As per the letter of Tahasildar, Thane vide no. Mahasul/K-1/Hakkanond/T-3/KV/18071/15 dated 20/10/2015 and letter of Deputy Superintendent of Land



Records vide no. D.L./KV/Sub Div M R No. 1623/15/D.R. No. 2066/15/2434/Mouje Owala/Thane dated 8/10/2015 the form no. 12 is prepared regarding the said property and its effect is taken on the record of rights and as per the form no. 12 Survey no. 76/4/A vested in the name of Thane Municipal Corporation for 40.00 mtrs Road and 76/4/B came into the name of Dhiraj Popatlal Shah & Others.

**C. In respect of Search Report with the Sub Registrar of Assurances :**

Search Report issued Adv. Vaibhavi Ulkande for the period of 1959 to 2010 and Search Report issued by Mr. Akshay Kinjale for the period 2010 to 2017 (5/3/2017) placed before me and nothing found incriminating in that.

**D. In respect of various permissions and sanctions :**

**In respect of Non Agriculture permission:** The Non-Agricultural Permission granted by the Collector, Thane vide its order no. Mahasul/K-1/T-1/Mouje Owale/NAP/SR 58/2013 dated 3/9/2013 for the said property alongwith other property.

**E. In respect of Title Deeds :**

1. Muktabai Tukaram Patil & others executed Conveyance Deed in favour of Dhiraj Popatlal Shah and Mukesh Popatlal Dedhia for consideration of Rs. 15,00,000/-. The said deed registered with Sub Registrar Assurance Thane vide sr. no. 09002/2008 dated 19/11/2008.
2. M/s Gaurav Land Corporation through its partner Dhiraj P. Shah AND Puranik Builders Private Limited has executed Joint Development Agreement for the said property. The said deed registered with Sub Registrar Assurance, Thane vide sr. no. 5038/2014 dated 1/8/2014.
3. M/s Gaurav Land Corporation executed Declaration cum Indemnity Bond and handed over 1030 sq.mtrs out of the said property to the Thane Municipal Corporation for the 40.00 mtrs vide D.P. Road. The said deed is registered with Sub Registrar Assurance, Thane vide sr. no. 5421/2014 dated 20/8/2014.



**BRIEF HISTORY OF EIGHTH & NINTH PROPERTY :-** Survey No. Old 76 New 88 Hissa No. 3A admeasuring 1290 sq. meters and Survey No. Old 76 New 88 Hissa No. 3B admeasuring 1290 sq. meters

**A. In respect of 7/12 extracts :**

1. **Current 7/12 extracts :** It appears from current 7/12 Extract dated 29/7/2017 that, the name of Dhiraj Popatlal Shah and Mukesh Popatlal Dedhia shown in the owners column.
2. **In respect of 50 years old 7/12 extracts :** It appears from 50 years old 7/12 extract originally owned by Pirojshah Sorabji Patel.

**B. In respect of 6 D Mutation Entries :**

1. It appears from **mutation entry no. 283** dated 24/1/1938 that, Banubai Jahangir Patel executed release deed in favour of Pirojshah Sorabji Patel (died) Sorabji Dosabhai Patel alias Dongariwala and said release deed confirm by Minochar and Parvez Jahangir Patel, Phreni Nariman Bam.
2. **mutation entry no. 447** is not readable.
3. It appears from the **mutation entry no. 591** dated 8/8/1956 that as per Tenancy order no. TNC 8113 dated 14/1/1956 that Phirojshah Sorabji Patel is the occupant of the said property. Deu Somvarya is shown as the protected tenant and Shankar Bhilya is the simple tenant of the said property.
4. It appears from the **mutation entry no. 706** dated 30/6/1957 that, the name of Deu Somvarya is recorded as protected tenant to the said property. But he was not cultivating the said property therefore his name was removed as per the oral order.
5. It appears from the **mutation entry no. 912** dated 5/4/1962 that, Phirajshah Sorabji Patel died 15 years ago leaving behind legal heirs Dosabhai Bahiramji Dongariwala, Gulbanu, Sanbai and Kumabai Faridun Patel.
6. It appears from the **mutation entry no. 1101** dated 3/9/1965 that, as per the order of Tahasildar and Agricultral Land Tribunal purchase price is determined as per the provisions of 32G of BT & ALT Act. The charge of purchase price is kept on the other rights column and name of the tenant Vishnu Bhau Patil is recorded in the owners column.





7. It appears from the **mutation entry no. 1102** dated 3/9/1965 that, as per the order of Tahasildar and Agricultral Land Tribunal purchase price is determined as per the provisions of 32G of BT & ALT Act. The charge of purchase price is kept on the other rights column and name of the tenant Shankar Milya died legal heir Dama Lakdya Mukadam is recorded in the owners column.
8. It appears from the **mutation entry no. 1497** dated 15/11/1975 that, the that, Dama Lakdya Mukadam paid purchase price determined as per 32G Order to the owner Kumabai Faridun Patel. Thereafter 32M Certificate No. 507 dated 2/12/1966 is issued and the charge of owner from the other rights column is removed.
9. It appears from the **mutation entry no. 2186** dated 5/2/1992 that, as per the court order in the Regular Civil Suit No. 1103/1980 before Civil Judge Senior Division, Thane. Matter is Compromise between the Dama Lakdya Mukadam and Namdev Lakdya Mukadam and the name of Namdev Lakdya Mukadam recorded to the said property.
10. It appears from the **mutation entry no. 2370** dated 23/8/1996 that, Mogharpada and Bhainderpada changes into the New Villages from the village Owale. Therefore Survey Numbers are change as per the Taluka Hukum No. Mahasul/K-1/T-3/Vsh-6886 dated 21/8/1996 and Letter of TILR, Thane vide no. TSO Aakarband Owale/96 dated 21/8/1996. The Survey Numbers are change.
11. It appears from the **mutation entry no. 2592** dated 25/3/2004 that, as per the order of Tahasildar and Agricultral Land Tribunal purchase price is determined as per the provisions of 32G of BT & ALT Act. The charge of purchase price is kept on the other rights column and name of the tenant Vishnu Bhau Patil is recorded in the owners column.
12. It appears from the **mutation entry no. 2636** dated 14/1/2005 that, as per the order of Sub Divisional Officer, Thane vide no. TD/T-6/KV/VP/SR 134/2004 dated 27/7/2004 relaxed the condition u/s 43 of BT & ALT Act for use of Non-Agricultural and residential purpose.
13. It appears from the **mutation entry no. 2640** dated 20/1/2005 that, Namdev Lakdya Mukadam alias Patil and others executed Development Agreement in favour of Gaurav Land Corporation through Partner Dhiraj



Shah for the consideration of Rs. 8,59,495/-. The said agreement registered on 7/7/2004. The charge of development agreement kept on other rights column.

14. It appears from the **mutation entry no. 2724** dated 23/6/2006 that, as per the order of Sub Divisional Officer, Thane vide no. TD/T-6/KV/VP/SR 81/2006 dated 23/6/2006 relaxed the condition u/s 43 of BT & ALT Act for use of Non-Agricultural and residential purpose for the land of Vishnu Bhau Patil & others
15. It appears from the **mutation entry no. 2837** dated 4/1/2008 that, Vishnu Bhau Patil & other 9 executed Development Agreement in favour of Gaurav Land Corporation through its Partners Dhiraj Popatlal Shah and Mukesh Popatlal Dedhia for the consideration of Rs. 9,00,000/-. The said agreement is registered vide sr. no. 2031/2006 dated 28/3/2006.
16. It appears from the **mutation entry no. 2914** dated 16/3/2009 that, Vishnu Bhau Patil & other 9 executed Conveyance Deed in favour of Gaurav Land Corporation through its Partners Dhiraj Popatlal Shah and Mukesh Popatlal Dedhia for the consideration of Rs. 9,00,000/-. The said deed is registered vide sr. no. 2024/2009 dated 12/3/2009.
17. It appears from the **mutation entry no. 2989** dated 21/5/2010 that, Chandrabhaga Namdev Mukadam & others executed Conveyance Deed in favour of Gaurav Land Corporation through its Partners Dhiraj Popatlal Shah and Mukesh Popatlal Dedhia for the consideration of Rs. 8,58,495/-. The said deed is registered vide sr. no. 5840/2009 dated 4/7/2009.

**C. In respect of Search Report with the Sub Registrar of Assurances :**

Search Report issued Adv. Vaibhavi Ulkande for the period of 1959 to 2010 and Search Report issued by Mr. Akshay Kinjale for the period 2010 to 2017 (5/3/2017) placed before me and nothing found incriminating in that.

**D. In respect of Title Deeds :**

1. Namdev Lakdya Mukadam alias Patil and others executed Development Agreement in favour of Gaurav Land Corporation through Partner Dhiraj Shah for the consideration of Rs. 8,59,495/-. The said agreement registered on 7/7/2004.
2. Vishnu Bhau Patil & other 9 executed Development Agreement in favour of Gaurav Land Corporation through its Partners Dhiraj Popatlal Shah and



Mukesh Popatlal Dedhia for the consideration of Rs. 9,00,000/-. The said agreement is registered vide sr. no. 2031/2006 dated 28/3/2006.

3. Vishnu Bhau Patil & other 9 executed Conveyance Deed in favour of Gaurav Land Corporation through its Partners Dhiraj Popatlal Shah and Mukesh Popatlal Dedhia for the consideration of Rs. 9,00,000/-. The said deed is registered vide sr. no. 2024/2009 dated 12/3/2009.
4. Chandrabhaga Namdev Mukadam & others executed Conveyance Deed in favour of Gaurav Land Corporation through its Partners Dhiraj Popatlal Shah and Mukesh Popatlal Dedhia for the consideration of Rs. 8,58,495/-. The said deed is registered vide sr. no. 5840/2009 dated 4/7/2009.
5. M/s Gaurav Land Corporation executed Transfer Deed in favour of Thane Municipal Corporation and transfer the 1160.00 sq.mtrs out of 2580.00 sq. mtrs area form the survey no. 88/3A & 3B for the 40.00 mtrs vide D.P. Road as per the Development Plan. The said transfer deed registered with the Sub Registrar Assurance Thane at sr. no. 1743/2017 dated 20/3/2017.
6. M/s Gaurav Land Corporation through its partner Dhiraj P. Shah and Puranik Builders Private Limited has executed Development Agreement for the Survey No. Old 76 New 88 Hissa No. 3A and Survey No. Old 76 New 88 Hissa No. 3B. The said deed registered with Sub Registrar Assurance, Thane vide sr. no. 9022/2017 dated 29/7/2017.

**Sanction and Permissions from Thane Municipal Corporation**

1. The Thane Municipal Corporation (TMC) has approved and sanctioned plans vide V.P. No. 2006/86/TMC/TDD/576 dated 2/12/2006 for the said property.
2. The Thane Municipal Corporation (TMC) has approved and sanctioned plans vide V.P. No. 2006/85/TMC/TDD/577 dated 2/12/2006 for Survey No. 88/5A, 88/5B and 88/1.
3. Thane Municipal Corporation vide VP No. 2006/85 TMC/TDD/87 dated 19/5/2009 and the last revised sanction for the same was granted by Thane Municipal Corporation vide VP No. 2006/85 T.M.C. /TDD/539 dated 17/3/2011 for the Survey No. 89/3, 88/1, 88/5A & 88/5B.
4. Thane Municipal Corporation and have issued amended permission VP No. S06/0039/09 TMC/TDD/0215/10 dated 20/3/2010 for Survey No. 89/4 and building No. F1, F2, F3 & G.



5. Thane Municipal Corporation and have issued amended permission VP No. 2006/85/TMC/TDD/112 dated 20/5/2010 for Survey No. 89/3, 88/1, 88/5A & 88/5B and building No. B & C.
6. Thane Municipal Corporation has granted Occupation Certificate for building No. A2, A3, B & C vide Old V.P. No. 2006/85 TMC/TDD/190 dated 6/11/2013.
7. Thane Municipal Corporation has granted Occupation Certificate for building No. F1, F2, F3, D, Club House & Podium 2 vide Old V.P. No. 2006/85 TMC/TDD/224 dated 20/1/2015.
8. Thane Municipal Corporation has sanctioned amalgamated plan for the Said Entire Property in V.P. no. 2006/85 by order dated 10/10/2013 bearing No. TMC/TDD/147 for Survey No. 89/1, 89/4, 89/3, 88/5A, 88/5B, 88/1 & 88/4 and thereby granted permission sanctioned by the Thane Municipal Corporation for the Said Entire Property and further amended by the V.P. no. Old 2006/85 New S06/239/16/TMC/TDD/1980/16 dated 28/10/2016 for building no. A1, F2, F3, D, G, E.
9. Thane Municipal Corporation has granted Occupation Certificate for building No. G & Podium 1 vide Old V.P. No. 2006/85 New V. P. No. S06/0239/16/TMC/TDD/09 dated 26/4/2017.

### **Litigation**

Gangubai Shinge & Others filed Special Civil Suit No. 277/2013 against M/s Gaurav Land Corporation and others for declaration and injunction and prayed for ¼ shares from the Survey No. (75)89/4 admeasuring 4680 sq.mtrs. The matter is pending before Hon'ble Court. No any adverse order passed against the owner as well as developer.

### **Before issue this title certificate I have presumed following things:-**

- a. I have presumed that the documents as shown to me are final and have not been amended or modified in any manner.
- b. I presume that in relation to the documents provided to me such documents are within the capacity and powers of and have been or shall be duly authorized, executed and delivered by and are binding on the parties thereto.
- c. This opinion does not extend to any oral amendments of any term of the aforementioned documents, which may be amended orally by the parties and substantiated by their conduct despite provisions in the aforementioned documents to the contrary;
- d. I have not taken search in the court for litigation regarding the said property. This opinion does not cover any litigation, suits etc. filed in any court in



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Thane (W) 400615

*Sachin J. Katkar*  
(Advocate)

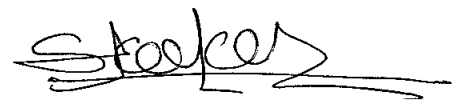
respect of the said property except the details of litigation disclosed in the report which is provided by the developer.

- e. All information including documents that has been supplied to me has been accepted as being correct unless otherwise stated.
- f. It may be pertinent to note that searches at the office of the Sub-Registrar of Assurances are subject to availability of records and also to records being torn and mutilated. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated.
- g. I have not invited objection for issue of Title Certificate in the news paper.
- h. I have taken at most care and made due diligence before issuance of this title certificate.

#### **CONCLUSION**

It appears from the perusal of revenue record of the said properties, relevant title deeds, Conveyance Deeds, Development Agreements and/or Agreement for Sale, and permissions mentioned hereinabove that the title of Land owners and Developers in respect of said property subject to the legal proceedings are Clear, Marketable and Free from all encumbrances and that the developers do have absolute rights to develop the said property and to enter into Agreement for Sale of the constructed premises in the said property.

Dated this 29<sup>th</sup> day of July, 2017



**Sachin J. Katkar**  
Advocate

