

ANNEXURE-B

SANJAY B. BORKAR
M.Com. LL.M,
Advocate High Court

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4th floor, Near, Collector Office, Tembhinaka
Thane (W) 400 601.
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TITLE CERTIFICATE

To,
VIJAY SURAKSHA REALTY LLP.
205, Marine Chambers,
43, New Marine Lines,
Churchgate, Mumbai 400 020.

Dear Sir,

I. At your request, I have investigated the title of :

- a) 1) Shri Kana Joma Manera, 2) Shri Gajanan Joma Manera, 3) Shri Padmakar Joma Manera, 4) Shri Bhiku Joma Manera, 5) Shri Pandurang Joma Manera, 6) smt. Ramubai Damodar Manera, 7) Shri Bharat Damodar Manera & 8) Shri Sakharam Damodar Manera (hereinafter referred to as "**the said First Owners**") in respect of the land bearing Survey No.76 Hissa No.1, admeasuring area 480 sq. mtrs., Survey No.76, Hissa No.3, admeasuring area 810 sq. mtrs., Survey No.114, Hissa No.2, admeasuring area 1650 sq. mtrs., Survey No.114, Hissa No.4, admeasuring area 480 sq. mtrs. and Survey No.116, Hissa No.6, admeasuring area 450 sq. mtrs. totally admeasuring 3870 sq. mtrs. lying, being and situate at Village Kavesar, Tal. & Dist. Thane, (hereinafter collectively referred to as '**the said First Property**') which is more particularly described in the **First Schedule** hereunder written;
- b) Shri Datta Jagannath Manera (hereinafter referred to as "**the said Second Owner**") became entitled to the land bearing Survey No.116 Hissa No.1, adm. area 580 sq. mtrs., Survey No.114 Hissa No.8 adm. area 250 sq.mtrs., and Survey No.114 Hissa No.6 adm. area 1420 sq.mtrs. lying, being and situate at Village Kavesar, Tal. & Dist. Thane, (hereinafter referred to as '**the said Second Property**') which is more particularly described in the **Second Schedule** hereunder written;



- c) 1) Shri. Parshuram Kacher Patil, 2) Shri. Pradeep Kacher Patil and 3) Shri Purushottam Kacher Patil (hereinafter referred to as "**the said Third Owner**") in respect of the land bearing Survey No.112/1(part) adm. area 1244 sq.mtrs., Survey No.113/1(part) subsequently renumbered as Survey No.113/IC adm. area 3770 sq.mtrs. and Survey No.115/1/1 adm. area 2600 sq.mtrs. totally adm.7614 sq.mtrs. of Village Kavesar, Taluka & District Thane (hereinafter referred to as "**the said Third Property**") which is more particularly described in the **Third Schedule** hereunder written;
- d) Shri Shankar Laxman Kasar (hereinafter referred to as '**the said Fourth Owner**') in respect of the land bearing Survey No.111 Hissa No.2 adm. area 4380 sq.mt. (hereinafter referred to as '**the said Fourth Property**') which is more particularly described in the **Fourth Schedule** hereunder written;
- e) 1) Shri Shankar Laxman Kasar, 1) Smt. Parvati Chandrakant Kasar, 2) Shri Mahesh Chandrakant Kasar, 3) Smt. Chandrabai Prahlad Patil, 4) Smt. Indubai Gangaram Daki, 5) Smt. Rohini Narayan Patil and 6) Smt. Anita Chatrapati Manera (hereinafter referred to as "**the said Fifth Owner**") in respect of the land bearing Survey No.76 Hissa No.4, admeasuring 1060 sq. mtrs., Survey No.112, Hissa No.2, admeasuring 680 sq. mtrs. and Survey No.112, Hissa No. 3, admeasuring 250 sq. mtrs. and totally admeasuring 1990 sq. mtrs. at Village Kavesar, Taluka & District Thane (hereinafter referred to as '**the said Fifth Property**') which is more particularly described in the **Fifth Schedule** hereunder written;
- f) 1) Smt. Anandi Bhaskar Madhavi, 2) Shri Bajrang Bhaskar Madhavi, 3) Shri Vasudev Bhaskar Madhavi, 4) Smt. Vatsala Gurunath Patil and 5) Smt. Bharti Jagdish Bhosale and 6) Shri Nathu Budhya Madhavi (hereinafter referred to as '**the said Sixth Owners**') in respect of the land bearing Survey No.114 Hissa No.1, adm. 1310 sq. mtrs., Survey No.114 Hissa No.3, adm. 280 sq. mtrs. and Survey No.116 Hissa No.5, adm. 1770 sq. mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane. (hereinafter referred to as "**the said Sixth**



Property") which is more particularly described in the **Sixth Schedule** hereunder written;

- g) 1) Shri Joseph Anthony Alvares, 2) Miss Marrisa Ellene Alvares and 3) Miss Jacqueline Alvares (hereinafter referred to as '**the said Seventh Owners**') the land bearing Survey No.116, Hissa No.3, adm. area 1010 sq. mtrs., Survey No.116 Hissa No.7, adm. area 450 sq. mtrs., Survey No.114, Hissa No.10, adm. area 580 sq. mtrs., Survey No.114, Hissa No.12, adm. 2130 sq. mtrs. and Survey No.114, Hissa No.5 adm. area 730 sq.mtrs. totally adm. 4900 sq. mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane (hereinafter collectively referred to as '**the said Seventh Property**') which is more particularly described in the **Seventh Schedule** hereunder written;
- h) 1) Shri Rohidas Gana Tare, 2) Smt. Suman Gana Tare, 3) Shri Rajan Ramchandra Daki, 4) Shri Hemant Ramchandra Daki and 5) Smt. Vasudha Sawant Patil (hereinafter referred to as "**the said Eighth Owner**") in respect of the land bearing Survey No.112 Hissa No.4 adm. area 1210 sq.mt. lying, being and situated at Village Kavesar, Tal. & Dist. Thane (hereinafter referred to as "**the said Eight Property**") which is more particularly described in the **Eighth Schedule** hereunder written;
- i) 1) Shri Prakash Vithal Patil, 2) Shri Dilip Vithal Patil, 3) Shri Avinash Vithal Patil, 4) Smt. Kusum Vithal Patil, 5) Smt. Rukhmini Bharat Kudake, 6) Miss Kavita Balaram Patil, 7) Smt. Archana Rajaram Pithale, 8) Smt. Divya Rajaram Pithale, 9) Smt. Komal Rajaram Pithale, 10) Shri Vilas Rajaram Pithale and 11) Smt. Savita Umakant Pedvekar (hereinafter collectively referred to as "**the said Ninth Owner**") the land bearing Survey No.113 Hissa No.2, adm. area 4050 sq. mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane (hereinafter collectively referred to as '**the said Ninth Property**') which is more particularly described in the **Ninth Schedule** hereunder written;
- j) Shri Kamalakar Gopal Gondhali (hereinafter referred to as "**the said Tenth Owners**") in respect of the land bearing Survey No.114 Hissa No.7 adm. area 1010 sq.mt. lying, being and situated at Village Kavesar, Tal. & Dist. Thane



(hereinafter referred to as "**the said Tenth Property**") which is more particularly described in the **Tenth Schedule** hereunder written;

- k) 1) Shri Bhagirath Atmaram Patil, 2) Smt. Laxmibai Harischandra Bhoir & 3) Smt. Venubai Atmaram Patil (hereinafter referred to as "**the said Eleventh Owner**") in respect of the land bearing Survey No.111 Hissa No.1 adm. area 7730 sq.mt. lying, being and situate at Village Kavesar, Taluka & District Thane (hereinafter referred to as '**the said Eleventh Property**') which is more particularly described in the **Eleventh Schedule** hereunder written;
- l) 1) Shri Dwarkanath Vishnu Gondhali, 2) Smt. Changuna Laxman Gondhali, 3) Shri Mohan Laxman Gondhali, 4) Shri Shatrughna Laxman Gondhali, 5) Shri Machindra Laxman Gondhali, 6) Smt. Kamalabai Maruti Gondhali, 7) Shri Narayan Maruti Gondhali, 8) Smt. Vasanti Kana Manera, 9) Smt. Janakibai Kisan Patil and 10) Shri Datta Laxman Gondhali (hereinafter referred to as "**the said Twelfth Owner**") Survey No.116, Hissa No. 2(pt), admeasuring 5360 sq. mtrs. lying being and situate at Village Kavesar, Taluka & District Thane Company (hereinafter referred to as "**the said Twelfth Property**") which is more particularly described in the **Twelfth Schedule** hereunder written;
- m) 1) Shri Madan Panglya Bhoir, 2) Shri Govind Mukund Bhoir, 3) Shri Mahadev Mukund Bhoir, 4) Shri Keshav Mukund Bhoir, 5) Smt. Hirubai Dattu Joshi, 6) Smt. Ramabai Ramesh Patil, 7) Smt. Jijabai Mukund Bhoir, 8) Shri Alkesh Najir Sayyed, 9) Shri Dhanesh Najir Sayyed, 10) Smt. Bhimabai Gajanan Bhoir and 11) Shri Kamalakar Gajanan Bhoir (hereinafter referred to as "**the said Thirteenth Owner**") in respect of the land bearing Survey No.114 Hissa No.11, adm. area 280 sq. mtrs. lying, being and situate at Village Kavesar, Tal. & Dist. Thane, (hereinafter referred to as '**the said Thirteenth Property**') which is more particularly described in the **Thirteenth Schedule** hereunder written;
- n) 1) Shri Dattaram G. Patil, 2) Smt. Premabai D. Patil, 3) Kum. Mukesh D. Patil, 4) Kum. Mitesh D. Patil, 5) Kum. Vicky D. Patil, 6) Smt. Yamunabai B. Patil and 7) Kum. Shakuntala G. Patil (hereinafter referred to as "**the said Fourteenth Owner**") the land bearing old Survey No.106 Hissa No.1(p) and New Survey



No.106 Hissa No.1/1 adm. area 8090 sq.mt. lying, being and situated at Village Kavesar, Tal. & Dist. Thane (hereinafter referred to as "**the said Fourteenth Property**") which is more particularly described in the **Fourteenth Schedule** hereunder written;

- o) 1) Shri Sadashiv Shankar Patil, 2) Shri. Harishchandra Shankar Patil, 3) Smt. Subhadra Mohan Gondhali, 4) Smt. Anjana Madhukar Patil, 5) Smt. Venubai Madhukar Patil, 6) Smt. Savitribai Jagan Patil, 7) Shri. Motiram Jagan Patil, 8) Shri. Dattaram Jagan Patil, 9) Smt. Urmila Maruti Bhoir, 10) Shri. Sadanand Jagan Patil, 11) Smt. Hirubai G. Patil, 12) Shri. Raghunath Gopinath Patil, 13) Shri. Dagadu Gopinath Patil, 14) Shri. Genu Gopinath Patil, 15) Thakibai Pandurang Patil 16) Shri. Tulshiram Shankar Shinge, 17) Smt. Rukhmini Chintaman Choudhari, 18) Smt. Barkubai Maruti Patil, 19) Smt. Kusum Govind Bhoir, 20) Smt. Vatsala Kingkong Mhatre, 21) Smt. Manjula Shantaram Shinge, 22) Shri. Narendra Shantaram Shinge, 23) Shri. Kailas Shantaram Shinge, 24) Smt. Manisha Bhimakant Patil, 25) Smt. Narmada Satyawant Patil, 26) Smt. Hemlata Chetan Shelar, 27) Shri. Jaywant Ramchandra Patil, 28) Smt. Suman Shripat Shelke, 29) Smt. Changuna Pandurang Patil and 30) Smt. Banubai Shantaram Patil (hereinafter referred to as "**the said Fifteenth Owner**") in respect of the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mt. lying, being and situated at Village Kavesar, Tal. & Dist. Thane (hereinafter referred to as "**the said Fifteenth Property**") which is more particularly described in the **Fifteenth Schedule** hereunder written;
- p) 1) Shri Rama Gopal Mhatre, 2) Shri Dasharath Gopal Mhatre, 3) Shri Vishnu Gopal Mhatre, 4) Shri. Kumar Anant Daki, 5) Shri. Dyaneshwar Anant Daki, 6) Shri. Nivrutti Anant Daki, 7) Chaya Anant Daki, 8) Smt. Rajani Tanaji Patil, 9) Smt. Nanda Suresh Dalvi, 10) Smt. Manda Shekhar Gondhali, 11) Smt. Laxmibai Bhaskar Patil, 12) Smt. Babybai Narayan Bhoir, 13) Smt. Bhimabai Gajanan Gharat, 14) Shri. Kishor Gajanan Gharat, 15) Shri. Manoj Gajanan Gharat, 16) Smt. Janibai Bhaskar Vande, 17) Smt. Yamunabai Prakash Mhatre, 18) Smt. Meenabai Bharat Patil, 19) Smt. Sitabai Nirgun Patil, 20) Smt. Gulab Vasant Gharat, 21) Smt. Vijaya Sadanand Purnekar, 22) Smt. Kamalabai Chandrakant



Gharat, 23) Shri. Santosh Chandrakant Gharat, 24) Smt. Archana Suresh Patil, 25) Shri. Sanjay Chandrakant Gharat, 26) Smt. Sumita Vijay Patil and 27) Smt. Karuna Ramchandra Thakur (hereinafter referred to as "**the said Sixteenth Owners**") in respect of the land bearing Survey No.106 Hissa No.2 adm. area 7990.00 sq.mt. lying, being and situated at Village Kavesar, Tal. & Dist. Thane (hereinafter referred to as '**the said Sixteenth Property**') which is more particularly described in the **Sixteenth Schedule** hereunder written;

- q) 1) Smt. Shantibai Nana Mhatre, 3) Smt. Tarabai Harischandra Patil, 4) Smt. Yenubai Soma Patil, 5) Shri. Gangaram Ramchandra Shinge, 6) Smt. Banubai Ramchandra Shinge alias Banubai Hanuman Patil, 7) Shri. Vikraj Ramchandra Shinge, 8) Shri. Kumraj Ramchandra Shinge, 9) Smt. Sharada Reven Shinge, 10) Smt. Sapana Hanuman Patil, 11) Smt. Mohini Reven Shinge, 12) Smt. Kalyani Reven Shinge, 13) Harshad Reven Shinge, 14) Smt. Bayamabai Ramchandra Shinge (hereinafter referred to as '**the said Seventeenth Owner**') in respect of the land bearing Survey No.107, adm. area 2692 sq.mtrs. out of adm. area 3110 sq. mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane (hereinafter referred to as '**the said Seventeenth Property**') which is more particularly described in the **Seventeenth Schedule** hereunder written;
- r) 1) Shri. Dhanjishah R. Zaveri, 2) Smt. Hila Barjorji Mehta through Power of Attorney Holder 1) Shri. Mangilal Jawarmal Parmar, 2) Shah Ramesh Bhurmal Parmar, 3) Shah Thakarchand Bhikchand Punamiya, 4) Shah Jugraj Kesarimal Rathod, 5) Shah Kevalchand Tarachand Vardavat, 6) Sou. Ratanibai Kevalchand Vardavat, 7) Smt. Ashabai Kantilal Vardavat, 8) Shri. Baboolal Fulchand Jain legal heir of (Shah Vardichand Udaychandji and Shah Umedmal Hazarimal) (hereinafter referred to as "**the said Eighteenth Owners**") in respect of the land bearing land bearing Survey No.114 Hissa No.9 adm. area 910 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane (hereinafter referred to as "**the said Eighteenth Property**") which is more particularly described in the **Eighteenth Schedule** hereunder written;



s) 1) Shri Sharad Hariyanlal Thanawala, 2) Smt. Urmila Hariyanlal Thanawala, 3) Mrs. Resham Vipul Shah, 4) Shri Vipul Rajnikant Thanawala, 5) Smt. Niranjana Rajnikant Thanawala, 6) Mrs. Sneha Bharat Parekh, 7) Smt. Manjula Krushnalal Thanawala, 8) Shri Upendra Krushnalal Thanawala, 9) Shri Umesh Krushnalal Thanawala, 10) Mrs. Neeta Mahesh Bangali, 11) Mrs. Usha Nayan Shah, 12) Mrs. Jyoti Deepak Kapadia, 13) Shri Anandilal Tulsidas Thanawal, 14) Shri Jayantilal Tulsidas Thanawala, 15) Miss Aruna Tulsidas Thanawala, 16) Shri Anil Ramanlal Sheth, 17) Shri Yatin Ramanlal Sheth, 18) Smt. Jayshree Maharlal, 19) Miss Rajani Ratilal Thanawala and 20) Shri Mahendra Ratilal Thanawala (hereinafter referred to as "**the said Ninteenth Owners**") in respect of the land bearing land bearing Survey No.112 Hissa No.1(pt) adm. area 1316 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane (hereinafter referred to as "**the said Ninteenth Property**") which is more particularly described in the **Ninteenth Schedule** hereunder written;

II. I have caused searches to be taken at the office of the Sub-Registrar of Assurances at Thane for last 30 years. I have perused the documents of Title, Revenue Record, Agreements, Power of Attorney, Deed of Transfer and Assignment of Business, Substituted Power of Attorney & Orders in respect of the said First to Nineteenth Property.

III. On perusal of the above, it appears that :

- 1) a) One Shri Joma Kamlya Manera (hereinafter referred to as "**the said Joma**") purchased and acquired the said First Property vide Sale Deed dtd. 20/11/1944 from Smt. Janibai Balu Bhoir at or for consideration and upon the terms and conditions more particularly stated therein.
- b) By virtue of Sale Deed dtd. 20/11/1944, said Joma became the owner inter-alia was in use and occupation of the said First Property till his death.
- c) The said Joma died intestate on 09/11/1987 leaving behind him 1) Smt. Janabai Joma Manera, 2) Shri Kana Joma Manera, 3) Shri Gajanan Joma Manera, 4) Shri Padmakar Joma Manera, 5) Shri Bhiku Joma Manera, 6) Shri Pandurang

Joma Manera, 7) Shri Damodar Joma Manera (since deceased) through legal heirs 7.1) smt. Ramubai Damodar Manera, 7.2) Shri Bharat Damodar & 7.3) Shri Sakharam Damodar Manera as his only heirs and legal representative as per the provisions of Hindu Succession Act, 1956 by which he was governed at the time of his death.

d) Smt. Janabai Joma Manera died intestate on 06/07/2006 leaving behind her the said First Owners as heirs and legal representative as per the provisions of Hindu Succession Act, 1956 by which she was governed at the time of her death.

e) By virtue of succession, the said First Owners became the co-owners inter-alia seized and possessed of otherwise well and sufficiently entitled to the said First Property.

f) By Agreement for sale dtd.12/07/2013 (hereinafter referred to as "**the said First Agreement**") made and executed between the said **First Owners and others** therein referred to as the Vendors of One Part and Vijay Grihanirman Pvt. Ltd. (hereinafter referred to as "**the Company**") therein referred to as the Purchaser of the Other Part. The Vendors therein agreed to sell, transfer and convey the said First Property to the Purchaser therein at or for consideration and upon the terms and conditions more particularly stated therein. The said First Agreement is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/7334/2013 on 12/07/2013.

g) Pursuant to the said First Agreement the said First Owner and others also executed registered Power of Attorney of even date (hereinafter referred to as "**the said First POA**") in favour of the Purchaser to do various acts, deeds, matters and things in respect of the said First Property. The said First POA is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/7335/2013 on 12/07/2013.

h) The Addl. Collector and Competent Authority, Thane Agglomeration (the Competent Authority) vide its order dtd. 07/05/2002 u/s. 8(4) of Urban Land (Ceiling & Regulation) Act, 1975 (ULC Act) inter-alia declared Survey No.76/3



out of the said First Property as retainable land into the hand of said **First Owners.**

- i) By Order bearing No.ULC/TA/W.S.H.S.20/S.R.-1473 dated 07/09/2004, the Competent Authority, exempted the land bearing Survey No.76/1, 114/2, 114/4 & 116/6 out of the said First Property which was declared as surplus land under the provisions of the Section 20 (1)(a) of the ULC Act subject to the terms and conditions therein contained.
- 2) a) The said Second Owner became entitled to the said Second Property under the provisions of Bombay Tenancy and Agricultural Land Act, 1948 (hereinafter referred to as the BT&AL Act).
- b) The Tahsildar & ALT, Thane determined the purchase price of Rs. 418/- u/s. 32G of BT&AL Act vide its order bearing no.32G/Kavesar/31/2003 dtd.15/02/2004 in respect of the land bearing Survey No.114/8 & 116/1 out of the said Second Property in favour of the said Second Owner subject to restrictions of sec.43 of BT & AL Act and encumbrance of the purchase price of the original owners came to be lodged in others right column of the land bearing Survey No.114/8 & 116/1 out of the said Second Property vide mutation entry no.2155.
- c) The purchase price so determined by the Agricultural Land Tribunal & Tahsildar, Thane in respect of the land bearing Survey No.114/8 & 116/1 out of the said Second Property u/s. 32G of the BT & AL Act came to be paid by the said Second Owner and accordingly 32M certificate bearing number 52/2004/ dtd. 25/03/2004 came to be issued and encumbrance of purchase price of the original owners came to be deleted from other right's column of the land bearing Survey No.114/8 & 116/1 out of the said Second Property vide mutation entry no.2096.
- d) The Sub Divisional Officer, Thane vide its order bearing No.TD/6/KV/VP/SR-61/2005 dtd.04/06/2005 allowed to develop the land bearing Survey No.114/8 & 116/1 out of the said Second Property upon the terms and conditions stated therein and accordingly restriction of section 43 came to be



deleted/removed from 7/12 extract of the land bearing Survey No.114/8 & 116/1 out of the said Second Property vide mutation entry no. 2081.

e) The Tahsildar & ALT, Thane determined the purchase price of Rs. 1282/- u/s. 32G of BT&AL Act vide its order bearing no.32G/Kavesar/03/2005 dtd.31/01/2006 in respect of the land bearing Survey No.114/6 out of the said Second Property in favour of the said Second Owner subject to restrictions of sec.43 of BT & AL Act and encumbrance of the original owners came to be lodged in others right column of the land bearing Survey No.114/6 out of the said Second Property vide mutation entry no. 2174.

f) The purchase price so determined by the Agricultural Land Tribunal & Tahsildar, Thane in respect of the land bearing Survey No.114/6 out of the said Second Property u/s. 32G of the BT & AL Act came to be paid by the said Second Owner and accordingly 32M certificate bearing number 20/2006 dtd. 06/02/2006 came to be issued and encumbrance of purchase price of the original owners came to be deleted from other right's column of the land bearing Survey No.114/6 out of the said Second Property vide mutation entry no.2175.

g) The Sub Divisional Officer, Thane vide its order bearing No.TD/6/KV/VP/SR-34/2007 dtd.05/03/2007 allowed to develop the land bearing Survey No.114/6 out of the said Second Property upon the terms and conditions stated therein and accordingly restriction of section 43 came to be deleted/removed from 7/12 extract of the land bearing Survey No.114/6 out of the said Second Property vide mutation entry no.2253.

h) By virtue of Order u/s. 32G, issuance of 32M certificate and grant of Sale Permission u/s. 43 of BT & AL Act the said Second Owner became the owner inter-alia seized, possessed and/or well and sufficiently entitled to the said Second Property.

i) By Development Agreement dtd.11/05/2006 (hereinafter referred to as "**the said Second Agreement**") made and executed between the said Second Owner therein referred to as the Owner and Roma Builders Pvt. Ltd. (hereinafter referred



to as **"the Roma"**) therein referred to as the Developers. The Second Owner therein granted development right of the land bearing Survey No. 116 Hissa No.1, adm. area 580 sq. mtrs. and Survey No.114 Hissa No.8 adm. area 250 sq.mtrs. out of the said Second Property to the Developer therein at or for consideration and upon the terms and conditions more particularly stated therein. The said Second Agreement is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/3200/2006 on 16/05/2006.

j) Pursuant to the said Second Agreement the said Second Owner also executed registered Power of Attorney of even date (hereinafter referred to as **"the said Second POA"**) in favour of the Developers therein to do various acts, deeds, matters and things in respect of the land bearing Survey No. 116 Hissa No.1, adm. area 580 sq. mtrs. and Survey No.114 Hissa No.8 adm. area 250 sq.mtrs. out of the said Second Property.

k) By virtue of said Second Agreement and the said Second POA, the Roma became entitled to develop the land bearing Survey No. 116 Hissa No.1, adm. area 580 sq. mtrs. and Survey No.114 Hissa No.8 adm. area 250 sq.mtrs. out of the said Second Property and / or deal with the same in the manner they deem fit and proper.

l) By Agreement for Assignment of Development Right dtd.07/06/2010 (hereinafter referred to as **"the said Third Agreement"**) executed between the Roma therein referred to as the Assignor of one part and the Company therein referred to as the Assignee of other part. The Assignor therein assigned the development right of the land bearing Survey No. 116 Hissa No.1, adm. area 580 sq. mtrs. and Survey No.114 Hissa No.8 adm. area 250 sq.mtrs. out of the said Second Property together with the benefit and advantages of the said Second Agreement to and in favour of the Assignee therein at or for consideration and upon the terms and conditions more particularly stated therein. The said Third Agreement is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/06203/2010 on 07/06/2010.



m) Pursuant to the said Third Agreement the Assignor therein also executed registered Power of Attorney of even date (hereinafter referred to as "**the said Third POA**") inter-alia substituted all the powers and authorities which they acquired from the said Second Owner by and under the said Second POA in favour of the Assignee therein to do various acts, deeds, matters and things in respect of the land bearing Survey No. 116 Hissa No.1, adm. area 580 sq. mtrs. and Survey No.114 Hissa No.8 adm. area 250 sq.mtrs. out of the said Second Property. The said Third POA is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/512/2010 on 07/06/2010.

n) By Development Agreement dtd.30/11/2007 (hereinafter referred to as "**the said Fourth Agreement**") made and executed between the said Second Owner therein referred to as the Owner and the Company therein referred to as the Developers. The Second Owner therein granted development right of the land bearing Survey No. 114 Hissa No.6, adm. area 1420 sq. mtrs. out of the said Second Property to the Developer therein at or for consideration and upon the terms and conditions more particularly stated therein. The said Fourth Agreement is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN2/08694/2007 on 30/11/2007.

o) Pursuant to the said Fourth Agreement the said Second Owner also executed registered Power of Attorney of even date (hereinafter referred to as "**the said Fourth POA**") in favour of the Developers therein to do various acts, deeds, matters and things in respect of the land bearing Survey No. 114 Hissa No.6, adm. area 1420 sq. mtrs. out of the said Second Property. The said Fourth POA is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN2/1229/2007 on 30/11/2007.

- 3) a) Shri. Kacher Dama Patil became entitled to the land bearing Survey No. 113/1(pt) adm. area 7030 sq.mtrs., Survey No.115/1 adm. area 2600 sq.mtrs., Survey No.114/5 adm. area 730 sq.mtrs., Survey No.112/1 adm. area 2560 sq.mtrs. and Survey No.114/9 adm. area 910 sq.mtrs. (hereinafter referred to as



“the said Entire Property No.1”) under the provisions of Bombay Tenancy and Agricultural Land Act (BT&AL Act).

b) As per the order of Commissioner Konkan Division, Mumbai, the Tahsildar, Thane conducted the enquiry and recorded the name of Shri Kacher Dama Patil as tenant in respect of the said Entire Property No.1 vide mutation entry no.1327.

c) The ALT & Tahsildar Thane vide its order dated 06/01/1968 dtd. 01/01/1963 inter-alia determined the purchase price in respect of the land bearing Survey No.113/1 out of the said Entire Property No.1.

d) By virtue of the abovesaid order Shri Kacher Dama Patil became the tenant/purchaser inter-alia entitled to the land bearing Survey No.113/1 out of the said Entire Property No.1. The effect to abovesaid order came to be given vide Mutation Entry No. 1130 inter-alia incorporating the name of Shri Kacher Dama Patil as owner in the occupant’s column of the record of rights of the land bearing Survey No.113/1

e) The purchase price so determined by the Agricultural Land Tribunal & Tahsildar, Thane in respect of the land bearing Survey No.113/1 out of the said Entire Property No.1 u/s. 32G of the BT&AL Act came to be paid by Shri Kacher Dama Patil and accordingly 32M certificate came to be issued and encumbrance of purchase price of the owners came to be deleted from other right’s column of the land bearing Survey No.113/1 out of the said Entire Property No.1 vide mutation entry no.1233.

f) The ALT & Tahsildar Thane vide its order dated 03/05/2007 inter-alia determined the purchase price in respect of the land bearing Survey No.115/1 out of the said Entire Property No.1.

g) By virtue of the abovesaid order Shri Kacher Dama Patil became the tenant/purchaser inter-alia entitled to the land bearing Survey No.115/1 out of the said Entire Property No.1. The effect to abovesaid order came to be given vide Mutation Entry No. 2269 inter-alia incorporating the name of Shri Kacher Dama