

Ref. No. _____

CERTIFICATE OF TITLE

I. This is to certify that under instructions from our client, **WADHWA CONSTRUCTION AND INFRASTRUCTURE PRIVATE LIMITED** (hereinafter referred to as "WCIPL"), a Company incorporated under the provisions of the Companies Act, 1956 and deemed existing under the Companies Act, 2013 having its registered office at 301, Platina, Bandra-Kurla Complex, Bandra (East), Mumbai 400 051, we have conducted an investigation of title in respect of property being :

(a) Land totally admeasuring about 55-86-50 (H-R-P) equivalent to 5,58,650 square meters comprising of Gat numbers tabulated below in Table-1 all situated lying and being at Village Vardoli, Taluka Panvel, District Raigad, District and Sub-District Panvel and in the limits of Vardoli Grampanchayat and shown in Table-1 below are referred to as "VPPL Property":

TABLE-1 Description of VPPL Property					
Sr. No.	Village	Gat Number	Area (H-R-P)	Area in square metres	Property Number
1.	Vardoli	40/1	0-26-10	2610	1
2.	Vardoli	40/2	1-43-60	14360	2
3.	Vardoli	40/3	0-03-80	380	3
4.	Vardoli	40/5	0-10-00	1000	4
5.	Vardoli	43/0	0-88-00	8800	5
6.	Vardoli	44/1	4-78-00	47800	6
7.	Vardoli	45/0	1-10-00	11000	7
8.	Vardoli	46/2/1	0-06-10	610	8
9.	Vardoli	46/2/2	0-53-20	5320	9
10.	Vardoli	46/3	0-24-00	2400	10
11.	Vardoli	48/16	0-21-50	2150	11
12.	Vardoli	50/1	0-22-00 out of 1-09-00	2200	12
13.	Vardoli	50/2	0-75-10	7510	13
14.	Vardoli	51/1	0-21-70	2170	14
15.	Vardoli	51/2	1-08-70	10870	15
16.	Vardoli	51/4	0-20-00	2000	16
17.	Vardoli	51/5	0-17-70	1770	17
18.	Vardoli	52/0	1-23-40	12340	18
19.	Vardoli	53/0	1-37-00	13700	19
20.	Vardoli	55/4	0-17-90	1790	20
21.	Vardoli	56/1	0-01-50	150	21
22.	Vardoli	56/2	0-22-00	2200	22
23.	Vardoli	56/3	0-15-90	1590	23
24.	Vardoli	56/4	0-14-50	1450	24
25.	Vardoli	56/5	0-07-80	780	25
26.	Vardoli	57/1	0-02-00	200	26
27.	Vardoli	57/3/B	0-56-70	5670	27
28.	Vardoli	57/4	0-08-60	860	28
29.	Vardoli	59/2	0-36-80	3680	29
30.	Vardoli	59/3	0-13-90	1390	30
31.	Vardoli	59/5	0-27-10	2710	31
32.	Vardoli	60/1	0-31-80	3160	32
33.	Vardoli	60/2	0-40-00 out of 0-74-70	4000	33
34.	Vardoli	60/3	0-07-00	700	34
35.	Vardoli	60/4	0-70-40	7040	35
36.	Vardoli	61/1	0-24-50	2450	36
37.	Vardoli	62/1	0-96-60	9660	37
38.	Vardoli	62/2	0-94-60	9460	38
39.	Vardoli	63/1	1-11-00	11100	39
40.	Vardoli	70/2	0-56-40	5640	40
41.	Vardoli	70/3	0-25-00	2500	41
42.	Vardoli	71/1	0-46-10	4610	42
43.	Vardoli	71/2/A	0-45-40	4540	43
44.	Vardoli	71/3	0-38-90	3890	44
45.	Vardoli	71/4	0-19-70	1970	45
46.	Vardoli	71/5	0-24-30	2430	46
47.	Vardoli	71/7	0-00-80	80	47
48.	Vardoli	113/2	0-17-40	1740	48
49.	Vardoli	113/4	0-30-60	3060	49

TABLE-1 Description of VPPL Property					
Sr. No.	Village	Gat Number	Area (H-R-P)	Area in square metres	Property Number
50.	Vardoli	113/5	0-08-00	800	50
51.	Vardoli	115/5	0-71-10	7110	51
52.	Vardoli	115/5	0-68-80	6880	52
53.	Vardoli	117/13	0-29-00	2900	53
54.	Vardoli	117/14	0-24-00	2400	54
55.	Vardoli	117/15	0-06-00	600	55
56.	Vardoli	117/16	0-08-00	800	56
57.	Vardoli	117/17	0-05-00	500	57
58.	Vardoli	117/18	0-58-00	5800	58
59.	Vardoli	117/19	1-02-00	10200	59
60.	Vardoli	117/20	0-75-00	7500	60
61.	Vardoli	117/21/1	1-26-00	12600	61
62.	Vardoli	117/26	0-23-00	2300	62
63.	Vardoli	117/28	0-20-00	2000	63
64.	Vardoli	117/29	0-16-00	1600	64
65.	Vardoli	117/30	0-20-00	2000	65
66.	Vardoli	117/31	0-36-00	3600	66
67.	Vardoli	117/32	0-06-00	600	67
68.	Vardoli	118/0	0-54-40	5440	68
69.	Vardoli	119/2	0-12-00	1200	69
70.	Vardoli	119/3	0-12-00	1200	70
71.	Vardoli	119/5	0-18-00	1800	71
72.	Vardoli	119/6	0-71-00	7100	72
73.	Vardoli	119/7	0-06-00	600	73
74.	Vardoli	119/8	0-34-00	3400	74
75.	Vardoli	119/9	0-08-00	800	75
76.	Vardoli	119/11	0-05-00	500	76
77.	Vardoli	119/13	0-34-00	3400	77
78.	Vardoli	119/15	0-28-00	2800	78
79.	Vardoli	119/17	0-54-00	5400	79
80.	Vardoli	119/18	2-28-00	22800	80
81.	Vardoli	119/19	0-33-00	3300	81
82.	Vardoli	119/22	1-30-00	13000	82
83.	Vardoli	119/23	0-10-00	1000	83
84.	Vardoli	119/25	0-13-00	1300	84
85.	Vardoli	119/26	0-78-60	7860	85
86.	Vardoli	119/29	0-47-00	4700	86
87.	Vardoli	119/32	1-16-00	11600	87
88.	Vardoli	120/2	0-05-30	530	88
89.	Vardoli	122/1A	0-17-00	1700	89
90.	Vardoli	122/2	0-17-00	1700	90
91.	Vardoli	122/3	0-39-00	3900	91
92.	Vardoli	122/4	0-46-00	4600	92
93.	Vardoli	122/5	0-06-00	600	93
94.	Vardoli	122/6	0-06-50	650	94
95.	Vardoli	122/8	0-14-00	1400	95
96.	Vardoli	123/1	0-56-00	5600	96
97.	Vardoli	124/1	0-14-70	1470	97
98.	Vardoli	124/2	0-29-60	2960	98
99.	Vardoli	125/0	0-02-30	230	99
100.	Vardoli	126/0	0-06-80	680	100
101.	Vardoli	127/0	0-06-60	660	101
102.	Vardoli	128/1	0-47-00	4700	102
103.	Vardoli	128/2	0-08-00	800	103
104.	Vardoli	128/3	0-30-00	3000	104
105.	Vardoli	128/4	0-13-00	1300	105
106.	Vardoli	128/5	0-05-00	500	106
107.	Vardoli	128/6	0-40-00 out of 0-61-00	4000	107
108.	Vardoli	128/7	0-39-00	3900	108
109.	Vardoli	128/8	1-16-00	11600	109
110.	Vardoli	128/9	0-05-00	500	110
111.	Vardoli	128/11	0-32-00	3200	111
112.	Vardoli	128/12	0-26-00	2600	112
113.	Vardoli	128/13	0-46-00	4600	113

Sr. No.	Village	Gat Number	Area (H-R-P)	Area in square metres	Property Number
114.	Vardoli	128/14	0-84-00	8400	114
115.	Vardoli	128/16	0-79-00	7900	115
116.	Vardoli	128/17	0-22-00	2200	116
117.	Vardoli	128/18	0-25-00	2500	117
118.	Vardoli	128/19	0-82-00	8200	118
119.	Vardoli	128/21	0-49-00	4900	119
120.	Vardoli	131/11	0-32-00	3200	120
121.	Vardoli	131/12	0-66-00	6600	121
122.	Vardoli	131/13	0-39-00	3900	122
123.	Vardoli	136/2	0-50-00 out of 1-03-20	5000	123
124.	Vardoli	137/1	0-93-30	9330	124
125.	Vardoli	137/2	0-79-90	7990	125
126.	Vardoli	137/3	0-12-90	1290	126
127.	Vardoli	145/2	0-04-00	400	127
128.	Vardoli	146/0	0-05-80	580	128
Total			55-86-50	5,58,650	

AND

- (b) Land totally admeasuring about 6-52-40 (H-R-P) equivalent to 65,240 square meters comprising of Gat numbers tabulated below in Table-2 all situated lying and being at Village Vardoli, Taluka Panvel, District Raigad, District and Sub-District Panvel and in the limits of Vardoli Grampanchayat and shown in Table-2 below are referred to as "WCIPL Property":

Sr. No.	Village	Gat Number	Area (H-R-P)	Area in square metres	Property Number
1	Vardoli	54/0	0-31-40	3140	1
2	Vardoli	61/2	0-91-00	9100	2
3	Vardoli	115/7	0-71-60	7160	3
4	Vardoli	119/10	0-08-00	800	4
5	Vardoli	119/20	0-09-00	900	5
6	Vardoli	119/21	0-09-00	900	6
7	Vardoli	119/24	0-13-00	1300	7
8	Vardoli	119/26	0-39-40	3940	8
9	Vardoli	123/2	3-90-00	38000	9
Total			6-52-40	65,240	

II. NAME OF THE OWNER / DEVELOPER:

In respect of properties described in Table-1 hereinabove - WCIPL has entered into a Joint Development Agreement with VPPL being the Owner, as stated hereafter.

In respect of properties described in Table-2 hereinabove : WCIPL is the Owner.

Unless referred to individually VPPL Property and WCIPL Property are collectively referred to as "the said Property".

III. LIST OF DOCUMENTS PERUSED / SCRUTINIZED:

In relation to the said Property, we have been provided and have examined photocopies of the documents referred by us in title devolution relating to the said Property i.e. each of the property referred to in Table-1 and Table-2 hereinabove and have examined photocopies of following additional documents :

Sr. No.	Particulars/ Nature of document	Date
1.	Photocopy of Notification bearing No.TPS.1205/MMR DGR/CR-48/06AJD-12 issued by Urban Development Department, Government of Maharashtra sanctioning development control regulations for development of special township project under the provisions of Maharashtra Regional and Town Planning Act, 1986 in Mumbai Metropolitan Region (MMR).	10.03.2008
2.	Photocopy of Notification bearing No.TPS-1818/1349/CR-229/18/20(4)/UD-13 issued by Urban Development Department, Government of Maharashtra sanctioning special regulations for development of	20.11.2018.

Sr. No.	Particulars/ Nature of document	Date
	integrated township project under the provisions of Maharashtra Regional and Town Planning Act, 1966 in areas for which regional plans are sanctioned including Konkan Division comprising Raigad Region.	
3.	Photocopy of notarised Power of Attorney executed by Narendra Hete, director of VPPL in favour of Bipin Doshi for executing and admitting execution of the land purchase documents.	16.05.2007
4.	Photocopy of notarised Power of Attorney executed by Narendra Hete, director of VPPL in favour of Sanjay Dadu Baile for executing and admitting execution of the land purchase documents.	16.05.2007
5.	Photocopy of notarised Power of Attorney executed by Narendra Hete, director of VPPL in favour of Yogesh Phalke for executing and admitting execution of the land purchase documents.	16.05.2007
6.	Photocopy of notarised Power of Attorney executed by Narendra Hete, director of VPPL in favour of Anil Terdalakar for executing and admitting execution of the land purchase documents.	16.05.2007
7.	Photocopy of notarised Power of Attorney made before Embassy of India, Kingdom of Bahrain executed by Mohammed Ameen Ahmed Ali Hasan in favour of (i) Sanjay D. Baile, (ii) Nishant S. Galkwad and (iii) Bipin Doshi for executing and admitting land purchase documents.	28.02.2013
8.	Photocopy of Resolution passed by the Board of VPPL inter alia ratifying the execution of land purchase documents by Bipin Doshi, Anil Terdalakar and Sanjay Dadu Baile.	09.03.2014
9.	Permission bearing No. TNC-2007/PRA.KRA 161/L9 granted by Revenue and Forests Department of the Government of Maharashtra to VPPL under Section 63-1A of the MTAL Act, 1948, to set up a Special Township Project in Taluka Parvel, District Raigad, on the terms and conditions as more specifically set out therein.	09.08.2007
10.	Revised permission allowing VPPL to purchase lands to set up Energy City, Information & Technology, Telecom City and Entertainment City on the terms and conditions as more specifically set out therein.	02.05.2008
11.	Revised permissions as regards extension of time period for purchase of lands by VPPL from time to time.	27.08.2008, 16.06.2009 & 06.11.2012
12.	Permission bearing No. TNC-2008/PRA.KRA 358/L9 dated granted by Revenue and Forests Department of the Government of Maharashtra to WC IPL under Section 63-1A of MTAL Act, 1948, to set up a Special Township Project in Taluka Parvel, District Raigad, on the terms and conditions as more specifically set out therein.	09.05.2008
13.	Revised permissions as regards extension of time period for purchase of lands by WC IPL from time to time.	26.08.2009 & 30.07.2009
14.	Permission bearing No. TNC-06/2013/PRA.KRA 263/U1 dated as regards extension of time period for purchase of lands by WC IPL.	02.09.2013 & 31.12.2013
15.	Photocopy of Location Clearance granted by the Urban Development Department, Government of Maharashtra vide Notification bearing No. TPS 1714/451/CR-70/15/UD-12 with respect to said Property.	02.12.2015
16.	Photocopy of No Objection Certificate granted by Divisional Commissioner bearing No. Masha/Karya-2/Land-2/CR-810/2016 as regards location, ownership and title of VPPL and WC IPL to the said Property (excluding Gat No. 61/2, 115/7 & 119/21 of WC IPL Property and Gat No.122/6 of VPPL Property).	20.06.2016
17.	Photocopy of Letter of Intent issued by CIDCO bearing No. CIDCO/NAINA/PLNG/STP/BP-236/LA/2016/4966 with respect to area admeasuring 54.964 Hectare (excluding Gat No. 61/2, 115/7 & 119/21 of WC IPL Property and Gat No.122/6, 126/0 & 127/0 of VPPL Property).	25.11.2016
18.	Renewed Letter of Intent issued by CIDCO bearing No. CIDCO/NAINA/PLNG/STP/BP-236/LOI/2017/356.	23.05.2017
19.	Writ Petition 11115 of 2016 filed by WC IPL against State of Maharashtra & others and Orders dated 23.9.2016 and 1.10.2017 therein	23.09.2016

IV. INTRODUCTION, DISCLAIMERS/ASSUMPTIONS:

- (a) This title certificate pertains to the right, title, interest and/or entitlement of WC IPL in respect of the said Property;
- (b) This title certificate is based on the documents, factual particulars, details, information, representations, oral explanations and clarifications provided by the representatives of WC IPL;
- (c) This Certificate is prepared to the extent of the documents furnished, the information made available and representations made to Law Point. Hence, Law Point shall not be responsible for any losses, damages, costs or other consequences, if any information material to our title certificate is withheld or concealed from, or misrepresented to us. Law Point has proceeded on the basis that apart from the available documents and information, there are no other documents and information that would impact its findings in this title certificate;
- (d) If the facts are different from any of the documents and information furnished or documents subsequently furnished and the contents thereof are contrary to the observations on the title made herein, it could have material impact on the conclusions;

- (e) All statements made herein are made after considering and relying solely on the documents made available to Law Point for review;
- (f) In Law Point's review of all documentation, Law Point has assumed the authenticity of all signatures and seals, the authenticity and completeness of all documents submitted to Law Point, and the conformity with the originals of all documents supplied as copies. In addition, we have assumed and have not verified the accuracy as to factual matters of each document we have reviewed. We have no material to indicate nor reason to believe that such statements are not correct or genuine;
- (g) Law Point was in no position to verify that all the parties to any agreements reviewed had the authority to enter into such agreements or whether the agents acting for such parties had the powers of attorney to so act (subject to verification wherever documents were available as set out by us in the respective cases) and of or in connection with the documents reviewed;
- (h) Law Point has presumed that all the available documents have been executed by the respective signatories having due and valid power and authorization in respect of execution and registration of the respective documents and that legal capacity of all natural persons are as they purport to be;
- (i) This title certificate is confined and limited to the state of affairs as on the dates on which information was provided by WCIPL's authorised representatives. We have received confirmation that the documents and information are still valid. We are not aware of any information to the contrary which would lead us to believe that the conclusions stated herein are no longer valid;
- (j) We have not made any other investigation of and do not express any opinion on the laws of any jurisdiction other than the laws of India;
- (k) We have not conducted any investigation on the corporate, financial, taxation and banking aspects of WCIPL including liabilities, rights and obligations of WCIPL in relation to the applicable taxes;
- (l) Since our scope of work does not include considering aspects within the domain of an architect and surveyor, we have neither carried out any physical inspection in respect of the said Property nor have we commented on the development aspects of the same;
- (m) Since verifying pending litigations in respect of properties becomes difficult due to various reasons including (i) litigations can be filed/instituted in various courts/forums depending upon the relief claimed; and/or (ii) records of litigations maintained by courts and other authorities (judicial or otherwise) are not updated nor maintained descriptively and not easily available/accessible; and/or (iii) there are no registers maintained in respect of matters referred to arbitration, we have not conducted any searches before any court of law or before any other authority (judicial or otherwise) to verify whether the said Property is the subject matter of any litigation. We have relied upon Declaration dated 29th November, 2018 issued by our client, WCIPL confirming that save and except pending litigations stated by Law Point in this title certificate, there are no other litigation/disputes in respect of the said Property or any part thereof.

V. METHODOLOGY USED/STEPS TAKEN IN INVESTIGATING TITLE:

(a) Searches conducted at Sub-Registry, Panvel:

- (i) Our client has furnished to us the photocopies of Index-II searches conducted by Tushar Deore, Advocate at the Sub-Registrar offices at Panvel from the year 1982 to 2011 and year 2011 to 2013. Further, we have caused to be taken searches in the office of Sub-Registrar of Assurances at Panvel from the year 2010 to 2016 and from the year 2015 to 30th September 2018. Save and except what is stated in the respective observations (wherever applicable), we did not observe any adverse entry. The search report is always subject to no information being available in respect of torn/missing pages as set out in the search report. Copies of Search Report dated 14th February, 2012, 7th October, 2013, 13th June, 2016 and 3rd October, 2018 of Tushar Deore, Advocate is annexed herewith and marked as **ANNEXURE "A" (Collectively)**;
- (ii) Our client has furnished to us the photocopy of Confirmation Report of Tushar Deore, Advocate whereby he has confirmed the documents made between VPPL and respective land owners in respect of VPPL Property having duly registered with the Offices of Sub-Registrar of

Assurances at Panvel. A copy of Confirmation Report dated 5th February, 2014 of Tushare Deore, Advocate is annexed herewith and marked as ANNEXURE "B".

(b) **Searches conducted at Registrar of Companies:**

We have caused electronic searches to be taken on the official website of the Registrar of Companies, Maharashtra pertaining to VPPL and WCIPL on 27th November, 2018 through Haresh Sanghavi, Practising Company Secretary. A copy of the same is annexed hereto and marked as ANNEXURE "C".

On perusal of the report we have found the charge of PNB Housing Finance Limited vide Loan Agreement cum Deed of Mortgage dated 27th September, 2017 presently subsisting.

(c) **Public Notices:**

- (i) For issuing title certificate, we have relied on the Title Certificate issued by Mihir Prabhudesai, Advocate in respect of VPPL Property from time to time and Title Certificate issued by Ashok Joshi, Advocate in respect of WCIPL Property from time to time. The said Advocates have referred to claims/objections intimated to them concerning some gat numbers from out of the said Property and certified the title of VPPL and WCIPL and/or its predecessors in title after considering the substance and relevance attached to such objections/claims.
- (ii) We have caused Public Notices to be issued in three local newspapers viz. Kille Raigad, Vadalwara (both Marathi) and Times of India (English) all dated 5th July, 2018 inviting claims, if any, from third parties against WCIPL in relation to the said Property described in Table-1 and Table-2 hereinabove among other properties. In response thereto, we have received two letters one dated 18th July, 2018 from Shaunak Satpute & Co. Advocates & Solicitors and another dated 19th July, 2018 from Mr. Laxman Pant;
- (iii) Out of the aforesaid two letters,
- (a) One Shaunak Satpute & Co. Advocates & Solicitors for their client NUSI ITF Trust for Indian Seafarers, a Public Trust, have raised objection in respect of Gat No. 69/6B of Village Vardoli, Taluka Panvel, District Raigad inter alia alleging that their clients are in adverse possession of land admeasuring 1 Hectore or thereabouts, out of Survey No.69, Hissa No.6 or Hissa No.6B. The Public Notices issued by us as aforesaid although consist of Gat No.69/6B but said Gat Number is neither forming part of VPPL Property nor WCIPL Property under this certificate;
- (b) In another letter of Mr. Laxman Pant, Mr. Pant claiming himself to be an activist under Right to Information Act, raised very general and vague queries about how the lands stated in Public Notice were acquired, minutes of amalgamation thereof, details of persons rehabilitated and compensation paid, details of land purchased by the government, survey conducted by Tehsildar and minutes thereof. However, none of the queries/issues raised by Mr. Pant in his letter are applicable or related to the VPPL Property, WCIPL Property and other properties mentioned in the Public Notice and the same was communicated to Mr. Pant by us vide our letter dated 25th July, 2018.

and that we certify that save and except two claims (as discussed in length hereinabove) we have not received any other claims/demands pursuant to the above public notices.

VI. **MUTATION ENTRIES, 7/12 EXTRACTS, TALATHI CERTIFICATES:**

- (a) Copies of Mutation Entries (Form No.VI), 7/12 Extracts dated 19th, 21st, 24th and 29th of September, 2018 and Talathi Certificates all dated 26th September, 2018 are furnished to us by WCIPL as set out by us in the title devolution in respect of the said Property comprising of each land parcel set out in Table-1 and Table-2 hereinabove;

- (b) It appears that as per the Certificates issued by Talathi all dated 26th September, 2018 in respect of each land parcel comprising of the said Property i.e. VPPL Property and WCIPL Property, it is certified therein that:

- (i) No Government dues are pending in respect thereof;

- (ii) The present owners / occupants viz. VPPL/WCIPL as the case may be does not belong to Tribal community;
- (iii) VPPL Property or part thereof and WCIPL Property or part thereof have not been acquired before and are not subject matter of any acquisition at present;
- (iv) The provisions of Indian Forest Act, 1927, Maharashtra Private Forest (Acquisition) Act, 1975 are not applicable to VPPL Property and WCIPL Property.

VII. DECLARATION ON TITLE:

WCIPL has furnished to us a Declaration-cum-Deed of Indemnity regarding right, title, interest and entitlement of WCIPL in respect of the said Property dated 29th November, 2018 and made and executed by its director Mr. Manohar Chhabria.

Upon review of diverse search reports and documents and steps taken for investigation of title as detailed above, we have to report as under :

VIII. DEFINITIONS AND REFERENCES:

The following terms shall have the following meaning in this title certificate:

- (a) **VPPL** : Valuable Properties Private Limited, a Company incorporated under the Companies Act, 1956 and deemed registered under Companies Act, 2013 and having its registered office at 158, Dani Corporate Park, C.S.T. Road, Santacruz (East), Mumbai 400 098 (Former registered office address : 602, Central Point, J.B. Nagar, Andheri (East), Mumbai 400 059);
- (b) **WCIPL** : Wadhwa Construction and infrastructure Private Limited, a Company incorporated under the Companies Act, 1956 and deemed registered under Companies Act, 2013 and having its registered office at 301, Platina, Plot No. C-59, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai 400 098;
- (c) **VBCPL** : Valuable Builders and Construction Co. Private Limited, a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 158, Dani Corporate Park, C.S.T. Road, Santacruz (East), Mumbai 400 098 (Former registered office address : 602, Central Point, J.B. Nagar, Andheri (East), Mumbai 400 059);
- (d) **VBDPL** : Valuable Builders and Developers Private Limited, a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 158, Dani Corporate Park, C.S.T. Road, Santacruz (East), Mumbai 400 098;
- (e) **MTAL Act**: Maharashtra Tenancy and Agricultural Lands Act, 1948 (earlier Bombay Tenancy and Agricultural Lands Act, 1948).

IX. TRACING OF TITLE / TITLE DEVOLUTION:

(a) **Flow of Title in relation to VPPL Property: (Table 1):**

Land parcels comprised in VPPL Property have been acquired by VPPL from time to time from diverse persons under diverse documents / writings. In the premises flow of title in relation to each land parcel comprised in VPPL Property is as described in ANNEXURE "D" hereto:

The details of devolution of title unto VPPL from its immediate predecessor-in-title is tabulated as under :

Table 1

Sr. No.	Village	Gat Number	Area (H-R-P)	Area in square meters	Predecessors in Title of VPPL pursuant to the Mutation entries set out in 7/12 extract in the manner more particularly described in the title devolution in Annexure "D" hereto.	Details of Sale Deed (kharedikhat) under which VPPL purchased the Property	Date and registration number of Sale Deed (kharedikhat)	Property Number
1.	Vardoli	40/1	0-26-10	2010	Mohiram Govind Batale.	Sale Deed made between Mohiram Govind Batale (through his consulted attorney Bipin Doshi) (Vendor) and VPPL (Purchaser).	Dated 01.08.2008 bearing Registration No.PVL-3/7227 of 2008	1
2.	Vardoli	40/2	1-43-60	14360	(i) Dilip Haribhau Pawar (ii) Manohar Haribhau Pawar (iii) Janardan Haribhau Pawar (iv)	Sale Deed made between Dilip Haribhau Pawar & 3 ors. (through their	Dated 21.01.2008 bearing Registration No. PVL-3/899 of 2008	2

Sr. No.	Village	Gat Number	Area (H-R-P)	Area in square meters	Predecessors in title of VPPL pursuant to the Mutation entries set out in 7112 extract in the manner more particularly described in the title devolution in Annexure "D" hereto.	Details of Sale Deed (kharedikhat) under which VPPL purchased the Property	Date and registration number of Sale Deed (kharedikhat)	Property Number
					Bebi Rajaram Yerunkar.	constituted attorney Sanjay Dadu Baile (Vendors) and VPPL (Purchaser).		
3.	Vardoli	403 463 530 574 117/18 117/31 117/32 119/2 119/5 119/18 119/25 120/8 128/19	0-03-80 0-24-00 1-37-00 0-08-60 0-58-00 0-36-00 0-06-00 0-12-00 0-18-00 2-28-00 0-13-00 1-16-00 0-82-00	380 2400 13700 860 5800 3600 600 1200 1800 22800 1300 14600 8200	Ashok Chhaganlal Thakkar	Sale Deed made between Ashok Chhaganlal Thakkar (through his constituted attorney Rajesh Ramchandra Dake) (Vendor) and VPPL (Purchaser).	Dated 12.08.2007 bearing Registration No. Uru/6364 of 2007.	3 10 19 28 58 67 69 71 80 84 109 118
4.	Vardoli	405	0-10-00	1600	(i) Namdev Bheu Pawar (ii) Dehu Parange (iii) Phashi Dehu Udhare (iv) Tai Daku Chorgho (v) Shantaram Kavlya Pawar (vi) Balkrushna Kavlya Pawar (vii) Suresh Kavlya Pawar (viii) Barubai Manohar Thakur (ix) Gangabai Kavlya Pawar (x) Gorakshnath Padu Pawar (xi) Sharda Ramesh Mhaskar (xii) Yamuna Padu Pawar (xiii) Tara Haribhau Mundhe (xiv) Shafa Vitthal Bhoir (xv) Yamuna Krishna Patil nee Yamuna Padu Pawar (xvi) Bayav Kana Kurangala (xvii) Parvati Pandurang Pawar (xviii) Sunil Padu Pawar (xix) Kanu Bheu Pawar (xx) Kamalakar Pandurang Pawar (xxi) Sadashiv Kavlya Pawar.	Sale Deed made between (i) Sunil Padu Pawar (ii) Kanu Bheu Pawar (iii) Kamalakar Pandurang Pawar (iv) Sadashiv Kavlya Pawar for self and constituted attorneys of 17 ors. (Vendors) and VPPL (Purchaser).	Dated 21.04.2008 bearing Registration No. PVL-34304 of 2008.	4
5.	Vardoli	430	0-88-00	8800	(i) Goma Dehu Tandel (ii) Raghunath Dehu Tandel (iii) Baharam Ambo Tandel (iv) Vinod Jambardas Galkar (v) Padma Ambo Tandel (vi) Kamal Ambo Tandel (vii) Sarita Anant Gadkar (viii) Ashok Ambo Tandel.	Sale Deed made between Ashok Ambo Tandel and 7 other (through their constituted attorney Sanjay Dadu Baile) (Vendors) and VPPL (Purchaser).	Dated 26.05.2009 bearing Registration No. PVL-33060 of 2009.	5
6.	Vardoli	441	4-78-00	47800	(i) Ashwin Ramesh Mershermani (ii) Purshottamdas Thakurdas Wadhwa (iii) Muridhar Thakurdas Wadhwa (iv) Madangopal Thakurdas Wadhwa.	Sale Deed made between Ashwin Ramesh Manshermani & 3 ors. (Vendors) and VPPL (Purchaser).	Dated 26.02.2009 bearing Registration No. PVL-171159 of 2009.	6
7.	Vardoli	450	1-10-00	11000	Kanya Maya Tandel & Barkya Maya Tandel.	Sale Deed made between Kanya Maya Tandel & anr. (through their constituted attorney Bipin Doshi) (Vendors) and VPPL (Purchaser).	Dated 02.08.2008 bearing Registration No. PVL-37226 of 2009.	7
8.	Vardoli	46/2/1 46/2/2 50/1	0-08-30 0-53-20 0-22-00 out of 1-09-00	610 5320 2200	1. Shrikrushna Ramchandra Dharap in respect of Gat No. 46/2/1 & 46/2/2. 2. Smita Shrikrushna Joglekar in respect of Gat No. 50/1.	Sale Deed dated made between Shrikrushna Ramchandra Dharap for self and constituted attorney of 3 ors. (Vendors) and VPPL (Purchaser).	Dated 28.02.2008 bearing Registration No. PVL-32622 of 2008 and registered on 28.02.2008.	8 9 12
9.	Vardoli	48/16	0-21-50	2150	(i) Kundalik Nathuram Tandel (ii) Nanda Nathuram Tandel (iii) Laxmibai Nathuram Tandel (iv) Ramdas Nathuram Tandel.	Sale Deed made between (i) Madan Dharma Kalekar (Vendor), (ii) Aslam Mohamad Kachhi (Confirming Party) and VPPL (Purchaser).	Dated 28.05.2007 bearing Registration No. PVL-35716 of 2007.	11
10.	Vardoli	50/2	0-75-10	7510	Namdev Kahu Patil.	Sale Deed made between Namdev Kahu Patil (Vendor) and VPPL (Purchaser).	Dated 30.05.2008 bearing Registration No. PVL-14380 of 2008 and registered on 02.05.2008.	13
11.	Vardoli	51/1 51/6 52/0	0-21-70 0-17-70 1-23-40	2170 1770 12340	Shrikrushna Ramchandra Dharap.	1. Sale Deed dated made between Shrikrushna Ramchandra Dharap for self and constituted attorney of 3 ors. (Vendors) and VPPL (Purchaser). 2. Deed of Confirmation made between Jijabai Tukaram More & 3 others and VPPL.	1. Dated 28.02.2008 bearing Registration No. PVL-32622 of 2008 and registered on 28.02.2008. 2. Dated 22.10.2013 bearing Registration No. PVL-40989 of 2013.	14 17 18

Sr. No.	Village	Gat Number	Area (H-R-P)	Area in square meters	Predecessors in title of VPPL pursuant to the Mutation entries set out in 7/12 extract in the manner more particularly described in the title devolution in Annexure "D" hereto.	Details of Sale Deed (kharedikhat) under which VPPL purchased the Property	Date and registration number of Sale Deed (kharedikhat)	Property Number
12.	Vardoli	51/2	1-08-70	10870	(i) Madhukar Rambhau Babre, (ii) Janardan Rambhau Babre & (iii) Tal Laxman Jachav.	Sale Deed made between Madhukar Rambhau Babre & 2 ors. (through their constituted attorney Sanjay Dadu Baile) (Vendors) and VPPL (Purchaser).	Dated 04.07.2008 bearing Registration No.5226 of 2008.	15
13.	Vardoli	51/4	0-20-00	2000	(i) Anil Moreswar More, (ii) Sunil Moreswar More, (iii) Neera Yashwant Sawant, and (iv) Sharda Moreswar More.	Sale Deed made between Anil Moreswar More & 3 ors. (Vendors) and VPPL (Purchaser).	Dated 28.05.2009 bearing Registration No. PVL-3/2930 of 2009.	16
14.	Vardoli	55/4	0-17-90	1790	Laxman Babu Bhopi.	Sale Deed made between Laxman Babu Bhopi (Vendor), Rajesh Shankar Lal Kakani (Confirming Party) and VPPL.	Dated 13.04.2009 bearing Registration No. PVL-3/2170 of 2009 and registered on 15.04.2009.	20
15.	Vardoli	56/1	0-01-50	150	Namdev Kalu Patil.	Sale Deed made between Namdev Kalu Patil (Vendor) and VPPL.	Dated 30.05.2008 bearing Registration No.PVL-1/4560 of 2008 and registered on 2 nd June, 2008.	21
16.	Vardoli	56/2	0-22-00	2200	(i) Ananta Bhiku Patil (ii) Madhura Hiru Patil (iii) Sindhu Vinayak Galkar (iv) Jayashree Madhav Patil (v) Leela Sadu Patil.	Sale Deed made between Ananta Bhiku Patil & 4 ors. (through their constituted attorney Sanjay Dadu Baile) (Vendors) and VPPL (Purchaser).	Dated 02.09.2009 bearing Registration No.PVL-1/5743 of 2009.	22
17.	Vardoli	56/3	0-15-90	1590	(i) Ananta Bhiku Patil (ii) Madhura Hiru Patil (iii) Sindhu Vinayak Galkar (iv) Jayashree Madhav Patil (v) Leela Sadu Patil.	Sale Deed made between Ananta Bhiku Patil & 4 ors. (through their constituted attorney Sanjay Dadu Baile) (Vendors) and VPPL (Purchaser).	Dated 18.11.2008 bearing Registration No.PVL-1/8398 of 2008.	23
18.	Vardoli	56/4	0-14-50	1450	(i) Kalavati Sakharan Patil (ii) Yashubai Namdeo Dhavakar (iii) Madhukar Hiru Thakur (iv) Raghunath Hiru Thakur (v) Nandini Laxman Dhavakar (vi) Sanjay Mahadev Patil (vii) Manda Dhanaji Bhopi (viii) Hemlata Mahesh Patil (ix) Sharda Gajanan Disale (x) Rajendra Gajanan Disale (xi) Sachin Gajanan Disale (xii) Shalika Pundlik Patil (xiii) Rekha Chandrakant Zanje.	Sale Deed made between Kalavati Sakharan Patil & 12 ors. (Vendors) and VPPL (Purchaser).	Dated 22.01.2013 bearing Registration No. PVL-5/240 of 2013.	24
19.	Vardoli	56/5	0-07-80	780	Pandurang Babu Bhopi.	Sale Deed made between Pandurang Babu Bhopi (Vendor) and VPPL (Purchaser).	Dated 09.06.2008 bearing Registration No.PVL-1/4565 of 2008.	25
20.	Vardoli	57/1	0-02-00	200	Namdev Kalu Patil.	Sale Deed made between Namdev Kalu Patil (Vendor) and VPPL (Purchaser).	Dated 30.05.2008 bearing Registration No.4380 of 2008.	26
21.	Vardoli	57/3B	0-56-70	5670	(i) Balaram Sitaram Patil (ii) Kunda Bhiva Patil (iii) Sachin Bhiva Patil (iv) Satish Bhiva Patil (v) Anubai Mahadev Patil (vi) Padmbai Sitaram Patil (vii) Tal Sitaram Patil.	Sale Deed made between Balaram Sitaram Patil & 6 ors. (through their constituted attorney Bipin Doshi) (Vendors) and VPPL (Purchaser).	Dated 27.05.2009 bearing Registration No.PVL-3/3110 of 2009.	27
22.	Vardoli	59/2	0-36-80	3680	(i) Balaram Sitaram Patil (ii) Kunda Bhiva Patil (iii) Sachin Bhiva Patil (iv) Satish Bhiva Patil (v) Anubai Mahadev Patil (vi) Padmbai Sitaram Patil (vii) Tal Sitaram Patil.	Sale Deed dated Balaram Sitaram Patil & 6 ors. (through their constituted attorney Sanjay Dadu Baile) (Vendors) and VPPL (Purchaser).	Dated 01.06.2008 bearing No.PVL-3/7217 of 2008.	28
23.	Vardoli	59/3 59/5	0-13-90 0-27-10	1390 2710	(i) Yamuna Maya Babre (ii) Manjula Yashwant Galkwad (iii) Prakash Dehu Babre (iv) Pramod Dehu Babre (v) Shantabai Dehu Babre (vi) Jayashree Damsu Babre (vii) Nilesh Damsu Babre (viii) Nilesh Damsu Babre.	Sale Deed made between Yamuna Maya Babre & 7 ors. (Vendor) and VPPL (Purchaser).	Dated 30.01.2012 bearing Registration No. PVL-3/1079 of 2012.	30 31
24.	Vardoli	60/1	0-31-60	3160	(i) Budhibai Rama Balale (ii) Gangubai Hiru Bhopi (iii) Nirabai Narayan Patil.	Sale Deed made between Budhibai Rama Balale & 2 others (through their constituted attorney Namdev Sahdev Thakur through his constituted attorney Sanjay Dadu Baile) (Vendors) and VPPL (Purchaser).	Dated 23.01.2009 bearing Registration No.496 of 2009.	32
25.	Vardoli	60/2	0-40-00 out of	4000	Madhura Hiru Patil.	Sale Deed made between Madhura Hiru Patil (through	Dated 22.02.2008 bearing Registration No.	33

Sr. No.	Village	Get Number	Area (H-R-P)	Area in square meters	Predecessors in title of VPPL pursuant to the Mutation entries set out in 7/12 extract in the manner more particularly described in the title deviation in Annexure "D" hereto.	Details of Sale Deed (Kharadikhat) under which VPPL purchased the Property	Date and registration number of Sale Deed (Kharadikhat)	Property Number
			0-74-70			her constituted attorney Sanjay Dadu Balle (Vendor) and VPPL (Purchaser).	PVL-32456/2008.	
26.	Vardoli	60/3	0-07-00	700	(i) Budhibai Rama Batale (ii) Gangubai Hiru Bhoop (iii) Nirabai Narayan Patil.	Sale Deed made between Budhibai Rama Batale & 2 others (through their constituted attorney Namdev Sahdev Thakur through his constituted attorney Sanjay Dadu Balle) (Vendors) and VPPL (Purchaser).	Dated 22.09.2009 bearing Registration No.5082 of 2009.	34
27.	Vardoli	60/4	0-70-40	7040	Namdev Kala Patil.	Sale Deed made between Namdev Kala Patil (Vendor), Aslam Mohammed Kachhi (Confirming Party) and VPPL.	Dated 01.06.2007 bearing Registration No.PVL-3/6934 of 2007.	35
28.	Vardoli	61/1	0-24-50	2450	(i) Madhukar Rambhau Babre (ii) Janardan Rambhau Babre & (iii) Tai Laxman Jadhav.	Sale Deed made between Madhukar Rambhau Babre & 2 ors. (through their constituted attorney Sanjay Dadu Balle) (Vendors) and VPPL (Purchaser).	Dated 19.12.2009 bearing Registration No.PVL-3/51 of 2010.	36
29.	Vardoli	62/1	0-96-60	9860	(i) Gajanan Ambo Disale (ii) Leelabai Mahadev Thakur (iii) Kalavanti Sakharam Patil (iv) Yamunabai Namdeo Dhavakar (v) Madhukar Hiru Thakur (vi) Raghunath Hiru Thakur & (vii) Mandini Laxman Dhavakar.	Sale Deed made between Gajanan Ambo Disale and 6 Others (through their constituted attorney Anil Tardakar) (Vendors) and VPPL (Purchaser)	Dated 06.11.2008 bearing Registration No. PVL-1/8191 of 2008.	37
30.	Vardoli	62/2	0-94-60	9480	(i) Barkubai Chandar Bhagal (ii) Anubai Rama Patil (iii) Hirabai Balu Fadke (iv) Devaki Tukaram Tandale (v) Changunabai Medhav Bhingare (vi) Anubai Kaluram Bhagal (vii) Bhagwan Madhukar Shelke & (viii) Kamlekar Madhukar Shelke.	Sale Deed made between Barkubai Chandar Bhagal & 7 ors. (through their constituted attorney Namdev Sahdev Thakur through his constituted attorney Sanjay Dadu Balle) (Vendors) and VPPL (Purchaser)	Dated 23.07.2008 bearing Registration No. PVL-3/6922 of 2008.	38
31.	Vardoli	63/1	1-11-00	11100	Motiram Shankar Patil.	1. Sale Deed made between Motiram Shankar Patil (through his constituted attorney Sanjay Dadu Balle) (Vendor) and VPPL (Purchaser). 2. Supplemental Sale Deed made between Sulochana Namdev Dhavale & 3 ors. and VPPL.	1. Dated 01.08.2008 bearing Registration No.PVL-3/218 of 2008. 2. Dated 08.10.2014 bearing Registration No.PVL-4/10274 of 2014.	39
32.	Vardoli	70/2 71/1	0-56-40 0-46-10	5640 4610	Janya Hari Batale.	Sale Deed made between Janya Hari Batale (through his constituted attorney Namdev Sahdev Thakur and through his constituted attorney Sanjay Dadu Balle) (Vendor) and VPPL (Purchaser).	Dated 19.11.2008 bearing Registration No.PVL-1/8388 of 2008.	40 42
33.	Vardoli	70/3	0-26-00	2500	Laxman Babu Shelke.	Sale Deed made between Laxman Babu Shelke (Vendor) and VPPL (Purchaser).	Dated 23.07.2007 bearing Registration No.PVL-3/7653 of 2007.	41
34.	Vardoli	71/2A	0-45-40	4540	Madhukar Ladku Kathara.	Sale Deed made between Madhukar Ladku Kathara (Vendor) and VPPL (Purchaser).	Dated 25.02.2008 bearing Registration No.PVL-3/2369 of 2008.	43
35.	Vardoli	71/3	0-38-80	3880	Vihabai Govind Bhoir.	Sale Deed made between Vihabai Govind Bhoir (through her constituted attorney Sanjay Dadu Balle) (Vendor) and VPPL (Purchaser).	Dated 23.09.2009 bearing Registration No.PVL-1/8081 of 2009.	44
36.	Vardoli	71/5	0-24-30	2430	(i) Ramesh Ragho Disale (ii) Hirabai Debbatraya Thakur (iii) Kundabai Manu Patil.	Sale Deed made between Ramesh Ragho Disale & 2 ors. (through their constituted attorney Sanjay Dadu Balle) (Vendors) and VPPL (Purchaser).	Dated 22.02.2008 bearing Registration No.PVL-3/2467 of 2008 and registered on 27.02.2008.	46
37.	Vardoli	71/7	0-09-80	80	(i) Balaram Sitaram Patil (ii) Kunda Bhiva Patil (iii) Sachin Bhiva Patil (iv) Satish Bhiva Patil (v) Anubai Mahadev Patil (vi) Padmabai Sitaram Patil & (vii) Tai Sitaram Patil.	Sale Deed made between Balaram Sitaram Patil & 6 ors. (through their constituted attorney Bipin Doshi) (Vendors) and VPPL.	Dated 27.05.2009 bearing Registration No. 3110 of 2008.	47

Sr. No.	Village	Gat Number	Area (H-R-P)	Area In square meters	Predecessor/s in title of VPPL pursuant to the Mutation entries set out in 7/12 extract in the manner more particularly described in the title devolution in Annexure "D" hereto.	Details of Sale Deed (kharedikhat) under which VPPL purchased the Property	Date and registration number of Sale Deed (kharedikhat)	Property Number
38.	Vardoli	113/2 113/5	0-17-40 0-08-00	1740 800	Damodar Hiraji Patil.	Sale Deed made between Damodar Hiraji Patil (through his constituted attorney Hemant Ramchandra Dake) (Vendor) and VPPL (Purchaser).	Dated 12.09.2007 bearing Registration No. Uran/8373 of 2007.	48 50
39.	Vardoli	113/4	0-30-60	3060	(i) Harsishchandra Walkya Misal (ii) Baban Walkya Misal (iii) Anand Lakman Misal (iv) Dnyandev Lakman Misal (v) Balkrushna Lakman Misal (vi) Janardan Lakman Misal (vii) Manda Dattatray Thakur (viii) Nanda Santosh Lote (ix) Santosh Waman Lote (x) Sanjay Waman Lote & (xi) Rani Sanjay Shivade.	Sale Deed made between Harsishchandra Walkya Misal & 10 ors. (through their constituted attorney Bipin Doshi) in favour of VPPL.	Dated 25.05.2009 bearing Registration No.PVL-3/3109 of 2009.	49
40.	Vardoli	115/5	0-71-10	7110	(i) Mahadu Bandyia Patil (ii) Suman Sharad Khatre.	Sale Deed made between Mahadu Bandyia Patil & Anr. (through their constituted attorney Sanjay Dadu Belle) (Vendors) and VPPL (Purchaser).	Dated 04.12.2009 bearing Registration No.PVL-3/8447 of 2009.	51
41.	Vardoli	115/6	0-68-60	6660	(i) Ramesh Maruti Patil (ii) Gajanan Maruti Patil (iii) Shantabai Bhanu Gaikar (iv) Nani Bhagwan Jambhale (v) Tai Maruti Patil (vi) Tulshabai Maruti Patil (vii) Mahendra Raghunath Patil (viii) Ravindra Raghunath Patil & (ix) Trupti Raghunath Patil.	Sale Deed made between Ramesh Maruti Patil & 8 ors. (Vendors) and VPPL (Purchaser).	Dated 25.05.2009 bearing Registration No. PVL-3/3111 of 2009 and registered on 27.05.2009.	62
42.	Vardoli	117/13 117/15 117/16/1 119/1 119/15 119/32 122/4 128/14	0-29-00 0-06-00 1-26-00 0-34-00 0-28-00 1-16-00 0-46-00 0-04-00	2900 600 12800 3400 2800 11600 4600 8400	Nitin Mujji Farlya.	Sale Deed made between Nitin Mujji Farlya (through his constituted attorney Hemant Ramchandra Dake) (Vendor) and VPPL.	Dated 12.09.2007 bearing Registration No. Uran / 8356 of 2007.	53 55 61 74 78 87 92 114
43.	Vardoli	117/14 117/19 117/29 119/5 119/13 119/19 119/22 119/23 119/29 128/5 128/11 128/13 128/17 131/13	0-24-00 1-02-00 0-16-00 0-71-00 0-34-00 0-33-00 1-30-00 0-10-00 0-47-00 0-05-00 0-32-00 0-46-00 0-22-00 0-38-00	2400 10200 1600 7100 3400 3300 13000 1000 4700 500 3200 4600 2200 3800	1. Ajay Arjun Agrawal in respect of Gat No.117/14, 117/19, 117/29, 119/13 & 119/23 2. Shilvent Ajay Agrawal in respect of Gat No.119/6, 119/22, 128/5, 128/13 & 128/17. 3. Ajay Arjun Agrawal and Umrila Arjun Agrawal in respect of Gat No.119/19, 119/29 & 128/11. 4. Shival Ajay Agrawal and Umrila Arjun Agrawal in respect of Gat No.131/13.	Sale Deed made between Ajay Arjun Agrawal & 2 ors. (Vendors) and VPPL (Purchaser).	Dated 01.08.2007 bearing Registration No.PVL-3/7951 of 2007.	54 59 64 72 77 81 82 83 86 106 111 113 116 122
44.	Vardoli	117/16 117/17 117/26 119/3 119/11 128/9 128/12 128/16 128/21	0-08-00 0-05-00 0-23-00 0-12-00 0-05-00 0-05-00 0-26-00 0-79-00 0-49-00	800 500 2300 1200 500 500 2600 7900 4900	1. (i) Anil Moreswar More (ii) Sanil Moreswar More (iii) Nela Yashwant Savant (iv) Sharda Moreswar More in respect of Gat No.117/16, 117/17, 128/6, 128/12, 128/16 & 128/21. 2. Muridhar Ganpat More in respect of Gat No.117/26. 3. (i) Manohar Anant More (ii) Dattatray Anant More (iii) Sham Anant More (iv) Kunda Moreswar Ghosalkar in respect of Gat No.119/3 & 119/11.	Sale Deed made between Sham Anant More & 8 ors. (Vendors) and VPPL (Purchaser).	Dated 27.07.2007 bearing Registration No.PVL-3/7814 of 2007 and registered on 31.07.2007.	56 57 62 70 76 110 112 116 119
45.	Vardoli	117/20 117/30 119/17 122/3 122/8 128/18	0-76-00 0-20-00 0-54-00 0-39-00 0-14-00 0-25-00	7600 2000 5400 3900 1400 2500	(i) Ajay Arjun Agrawal (ii) Shilvent Ajay Agrawal (iii) Umrila Arjun Agrawal (iv) Madhura Mukesh Agrawal (v) Deepa Snehal Shah.	Sale Deed made between Ajay Arjun Agrawal & 4 ors. (Vendors) and VPPL (Purchaser).	Dated 01.08.2007 bearing Registration No.PVL-3/7950 of 2007.	60 65 79 91 95 117
46.	Vardoli	117/28	0-20-00	2000	Rahul Shrikrishna Dharap.	Sale Deed made between Rahul Shrikrishna Dharap (Vendor) and VPPL (Purchaser).	Dated 01.03.2008 bearing Registration No.PVL-3/2849 of 2008 and registered on 05.03.2008.	63
47.	Vardoli	118/0	0-54-40	5440	Sharda Moreswar More.	Sale Deed made between Sharda Moreswar More (through her constituted attorney Sanjay Dadu	Dated 25.02.2010 bearing Registration No. PVL-3/1894 of 2010.	68

Sr. No.	Village	Got Number	Area (H-R-P)	Area in square meters	Predecessors in title of VPPL pursuant to the Mutation entries set out in 7/12 extract in the manner more particularly described in the title devolution in Annexure "D" hereto.	Details of Sale Deed (Khasredikhat) under which VPPL purchased the Property	Date and registration number of Sale Deed (Khasredikhat)	Property Number
						Balle) (Vendor) and VPPL (Purchaser).		
48.	Vardoli	119/7	0-06-00	600	Shankar Maruti Mali.	Sale Deed made between Shankar Maruti Mali (through his constituted attorney Hemant Ramchandra Dake) (Vendor) and VPPL (Purchaser).	Dated 12.09.2007 bearing Registration No. Uran / 6368 of 2007.	73
49.	Vardoli	71/4 119/9 120/2 128/2	0-19-70 0-08-00 0-05-30 0-08-00	1970 800 530 800	Rahul Shrikrishna Dharap.	Sale Deed made between Rahul Shrikrishna Dharap (Vendor) and VPPL (Purchaser).	Dated 07.12.2007 bearing Registration No. 9670 of 2007.	46 75 88 103
50.	Vardoli	119/25	0-78-60	7880	1. Vinod Rajaram Kathare in respect of 0-39-30 (H-R-P). 2. Rohit Krishna Kathare in respect of 0-39-30 (H-R-P).	1. Sale Deed made between Rohit Krishna Kathare (Vendor) and VPPL (Purchaser) in respect of area admeasuring 0-39-30 (H-R-P). 2. Sale Deed made between Vinod Rajaram Kathare (Vendor) and VPPL (Purchaser) in respect of area admeasuring 0-39-30 (H-R-P).	1. Dated 08.03.2013 bearing Registration No. PVL-5/1247 of 2013. 2. Dated 08.03.2013 bearing Registration No. PVL-5/1249 of 2013.	85
51.	Vardoli	122/1A	0-17-00	1700	Ram Babu Shelke.	Sale Deed made between Ram Babu Shelke (Vendor) and VPPL (Purchaser).	Dated 21.04.2009 bearing Registration No. PVL-3/2342 of 2009.	89
52.	Vardoli	122/2 122/5 131/12	0-17-00 0-08-00 0-68-00	1700 600 6600	(i) Goma Dattu Tandel (ii) Raghunath Datta Tandel (iii) Balaram Ambo Tandel (iv) Vimal Janardan Galkar (v) Padma Ambo Tandel (vi) Kamal Ambo Tandel (vii) Sarita Anant Gadkar & (viii) Ashok Ambo Tandel.	Sale Deed made between Ashok Ambo Tandel (for self and constituted attorney of 7 ors.) (Vendors) and VPPL (Purchaser).	Dated 05.05.2008 bearing Registration No. 3832 of 2008 and registered on 07.05.2008.	90 93 121
53.	Vardoli	122/6	0-08-50 out of 0-13-00	850 out of 1300	Pravin Hiraj Thakkar.	Sale Deed made between Pravin Hiraj Thakkar (through his constituted attorney Hemant Ramchandra Dake) (Vendor) and VPPL (Purchaser). Note: The Balance 60% area adm. 0-08-50 (H-R-P) got recorded in another branch of original erstwhile owners i.e. Karandkar family pursuant to their claim made before Sub-Divisional Officer, Panvel and they disposed of the same in the manner more particularly described in title devolution of VPPL Property.	Dated 12.10.2007 bearing Registration No. 9953 of 2007.	94
54.	Vardoli	123/1	0-68-00	6600	(i) Madhukar Rambhau Babre (ii) Jnanardan Rambhau Babre & (iii) Tai Laxman Jadhav.	Sale Deed made between Madhukar Rambhau Babre & 2 ors. (through their constituted attorney Sanjay Dadu Balle) and VPPL (Purchaser).	Dated 05.02.2008 bearing Registration No. PVL-3/1578 of 2008.	96
55.	Vardoli	124/1	0-14-70	1470	Pushpalata Nathuram Batale.	Sale Deed made between Pushpalata Nathuram Batale (through her constituted attorney Pradeep Nathuram Batale) and VPPL (Purchaser).	Dated 17.10.2007 bearing Registration No. PVL-3/1062 of 2007.	97
56.	Vardoli	124/2 148/9	0-29-60 0-05-80	2960 580	Sakharan Nama Patil.	Sale Deed made between Sakharan Nama Patil (through his constituted attorney Bipin Doshi) (Vendor) and VPPL (Purchaser).	Dated 28.05.2009 bearing Registration No. PVL-3/3061 of 2009.	98 128
57.	Vardoli	125/0	0-02-30	230	Motiram Govind Batale.	Sale Deed made between Motiram Govind Batale (Vendor) and VPPL (Purchaser).	Dated 11.01.2008 bearing Registration No. PVL-3/497 of 2008.	99
58.	Vardoli	126/0	0-06-80	680	Tulshiram Shankar Patil.	1. Sale Deed made between Tulshiram Shankar Patil (Vendor) and VPPL (Purchaser). 2. Supplemental Sale Deed	1. Dated 19.07.2007 bearing Registration No. PVL-3/7565 of 2008. 2. Dated 08.10.2014 bearing Registration No.	100

Sr. No.	Village	Gat Number	Area (H-R-P)	Area in square meters	Predecessors in title of VPPL pursuant to the Mutation entries set out in 7112 extract in the manner more particularly described in the title devolution in Annexure "D" hereto.	Details of Sale Deed (kharedikhat) under which VPPL purchased the Property	Date and registration number of Sale Deed (kharedikhat)	Property Number
						made between Sulochana Nandav Dhavale & 3 ors. and VPPL.	PVL-4/ 10279 of 2014.	
69.	Vardoli	1276	0-06-60	660	Motiram Shankar Patil.	1. Sale Deed mad between Motiram Shankar Patil (through his constituted attorney Hemant Ramshandra Dake) (Vendor) and VPPL (Purchaser). 2. Supplemental Sale Deed made between Sulochana Nandav Dhavale & 3 ors. and VPPL.	1. Dated 12.09.2007 bearing Registration No.Uree/5369 of 2008. 2. Dated 08.10.2014 bearing Registration No. PVL-4/ 10262 of 2014.	101
60.	Vardoli	1287/1 1284	0-47-00 0-13-00	4700 1300	Manohar Vilhal Patil & Mahadu Goma Patil.	Sale Deed made between Manohar Vilhal Patil & Anr. (Vendors) and VPPL (Purchaser).	Dated 18.04.2009 bearing Registration No. PVL-3/2269 of 2009.	102 105
61.	Vardoli	128/3	0-30-00	3000	Ashok Mulji Fariya.	Sale Deed made between Ashok Mulji Fariya (through his constituted attorney Hemant Ramchandra Dake) (Vendor) and VPPL (Purchaser).	Dated 12.09.2007 bearing Registration No. Uran / 6391 of 2007 and registered on 13.09.2007.	104
62.	Vardoli	1286	0-40-00 out of 0-61-00	4000	(i) Ram Ramchandra More (ii) Laxman Ramchandra More (iii) Manorama Manohar Jadhav.	Sale Deed made between Ram Ramchandra More & 2 ors. (Vendors) and VPPL (Purchaser).	Dated 08.03.2013 bearing Registration No.PVL-6/1236 of 2013.	107
63.	Vardoli	1287	0-39-00	3900	(i) Rambhau Babu Shelke (ii) Laxman Babu Shelke (iii) Krushna Babu Shelke (iv) Mai Raghunath Patil (v) Tai Madhukar Patil (vi) Jagan Janardan Shelke (vii) Gurunath Janardan Shelke (viii) Anjana Dwarakadas Bare (ix) Ranjana Janardan Shelke (x) Yogita Janardan Shelke & (xi) Parvabai Janardan Shelke.	Sale Deed made between Rambhau Babu Shelke & 10 ors. (through their constituted attorney Hemant Ramchandra Dake and through his constituted attorney Anil Tendalkar) (Vendors) and VPPL (Purchaser).	Dated 04.12.2008 bearing Registration No.PVL-1/8475 of 2009.	108
64.	Vardoli	131/1	0-32-00	3200	Baban Ganpat More.	Sale Deed made between Baban Ganpat More (Vendor) and VPPL (Purchaser).	Dated 10.05.2009 bearing Registration No. PVL-3/2911 of 2009.	120
65.	Vardoli	136/2	0-50-00 out of 1-03-20	5000	Pandharinath Sakharam Patil.	Sale Deed made between Pandharinath Sakharam Patil (through his constituted attorney Sanjay Dadu Balle) and VPPL (Purchaser).	Dated 20.05.2010 bearing Registration No.PVL-3/5046 of 2010.	123
66.	Vardoli	137/1	0-93-30	9330	Hari Balu Gaikar.	Sale Deed made between Hari Balu Gaikar (Vendor) and VPPL (Purchaser).	Dated 14.11.2007 bearing Registration No. PVL-3/11011 of 2007.	124
67.	Vardoli	137/2	0-79-90	7990	Mahadu Ganpat More.	Sale Deed made between Mahadu Ganpat More (through his constituted attorney Bipin Doshi) (Vendor) and VPPL (Purchaser).	Dated 08.11.2008 bearing Registration No.PVL-1/8082 of 2008.	125
68.	Vardoli	137/3	0-12-90	1290	Madhukar Govind Patil.	Sale Deed made between Madhukar Govind Patil (through his constituted attorney Sanjay Dadu Balle) and VPPL (Purchaser).	Dated 19.12.2009 bearing Registration No.PVL-3/50 of 2010.	126
69.	Vardoli	145/2	0-04-00	400	(i) Laxman Babu Bhopi (ii) Damu Babu Bhopi (iii) Pandurang Babu Bhopi (iv) Hiru Babu Bhopi (v) Ram Babu Bhopi (vi) Gajanan Babu Bhopi (vii) Dheu Babu Bhopi (viii) Bheema Pandurang Patil (ix) Chimi Pandurang Lahane (x) Dewaki Madhukar Kathara & (xi) Tai Baban Patil.	Sale Deed made between Gajanan Babu Bhopi (for self and constituted attorney of 10 ors.) and VPPL (Purchaser).	Dated 07.10.2009 bearing Registration No.PVL-1/6506 of 2009.	127
Total			53-86-50	6,58,850				

(b) **Flow of Title in relation to WCIPL Property: Table 2**

Land parcels comprised in WCIPL Property have been acquired by WCIPL from time to time from diverse persons under diverse documents / writings. In the premises flow of title in relation to each land parcel comprised in WCIPL Property is as described in ANNEXURE "E" hereto;

The details of devolution of title unto WCIPL from its immediate predecessor-in-title is tabulated as under:

Table 2

Sr. No.	Village	Gat Number	Area (H-R-P)	Area in square meters	Predecessors in title of WCIPL pursuant to the Mutation entries set out in 7/12 extract in the manner more particularly described in the title devolution in Annexure "E" hereto.	Details of Sale Deed (kharedikhat) under which WCIPL purchased the Property	Date and registration number of Sale Deed (kharedikhat)	Property Number
1.	Vardoli	54/0	0-31-40	3140	Dhau Babu Bhopi.	Sale Deed made between Dhau Babu Bhopi (Vendor), (i) Sulochana Medhukar Kalthare, (ii) Sunanda Baban Patil, (iii) Sita Pandurang Patil & (iv) Lexmi Pandurang Lahare (Confirming Party) and VPPL (Purchaser).	Dated 16.02.2015 bearing Registration No. PVL-5/1111 of 2015.	1
2.	Vardoli	61/2	0-91-00	9100	Navin Amaral Makhija.	Sale Deed made between Navin Amaral Makhija (Vendor) and WCIPL (Purchaser).	Dated 30.05.2016 bearing Registration No. PVL-2/5298 of 2016 and registered on 01.06.2016.	2
3.	Vardoli	115/7	0-71-60	7160	(i) Manohar Vitthal Patil (ii) Ramkrushna Vitthal Patil alias Rama Vitthal Patil (iii) Jagdish Vitthal Patil (iv) Radhabai Chandrakant Bhopi alias Subhadra Chandrakant Bhopi (v) Suman Motiram Bhoir alias Shevanta Motiram Bhoir (vi) Vimal Vitthal Patil nee Sangita Kaluram Badve (vii) Bhaskar Haribhau Kondlikar (viii) Karpesh Bhaskar Kondlikar (ix) Krushesh Bhaskar Kondlikar through natural guardian Bhaskar Haribhau Kondlikar & (x) Mahadu Goma Patil.	Sale Deed made between Manohar Vitthal Patil & ors. (Vendors) and WCIPL (Purchaser).	Dated 24.09.2013 bearing Registration No. PVL-5/5079 of 2013.	3
4.	Vardoli	119/10 119/20 119/24	0-08-00 0-09-00 0-13-00	800 900 1300	(i) Manohar Vitthal Patil (ii) Ramkrushna alias Rama Vitthal Patil (iii) Jagdish Vitthal Patil (iv) Radhabai alias Subhadra Chandrakant Bhopi (v) Suman alias Shevanta Motiram Bhoir (vi) Vimal Vitthal Patil nee Sangita Kaluram Badve (vii) Bhaskar Haribhau Kondlikar (viii) Karpesh Bhaskar Kondlikar (ix) Krushesh Bhaskar Kondlikar & (x) Sanjay Rajkumar Chhabria.	1. Sale Deed made between Manohar Vitthal Patil & 8 ors. (Vendors) and WCIPL (Purchaser) in respect of their 50% undivided rights share title and interest admeasuring 0-04-00 (H-R-P). 2. Sale Deed made between Sanjay Rajkumar Chhabria (Vendor) and WCIPL (Purchaser) in respect of his 50% undivided rights share title and interest admeasuring 0-04-00 (H-R-P).	1. Dated 24.09.2013 bearing Registration No. PVL-5/5082 of 2013. 2. Dated 02.02.2014 bearing Registration No. PVL-4/1413 of 2014 and registered on 04.02.2014.	4 5 7
5.	Vardoli	119/21	0-09-00	900	Sanjay Rajkumar Chhabria.	Sale Deed made between Sanjay Rajkumar Chhabria (Vendor) and WCIPL (Purchaser).	Dated 01.12.2016 bearing Registration No. 8065 of 2016.	6
6.	Vardoli	119/26	0-39-40	3940	Navin Amaral Makhija.	Sale Deed made between Navin Amaral Makhija (Vendor) and WCIPL (Purchaser).	Dated 04.02.2014 bearing Registration No. PVL-4/1400 of 2014.	8
7.	Vardoli	123/2	3-80-00	38000	Sanjay Rajkumar Chhabria.	Sale Deed made between Sanjay Rajkumar Chhabria (Vendor) and WCIPL (Purchaser).	Dated 04.02.2014 bearing Registration No. PVL-4/1411 of 2014.	9

X. TRACING OF TITLE OF WCIPL IN RELATION TO VPPL PROPERTY AS DEVELOPER:

As stated aforesaid VPPL is the Owner of VPPL Property being land parcels setout in Table-1 hereinabove. WCIPL has acquired development rights in respect of VPPL Property as set out hereinbelow:

- (i) It appears that, by and under an Agreement for Joint Development dated 18th February, 2014 duly registered at the Office of the Sub-Registrar of Assurances at Panvel-3 under Serial No. 1009 of 2014 executed between VPPL therein referred to as VPPL of the First Part and WCIPL therein referred to as Wadhwa of the Second Part, VPPL has subject to retention of FSI equivalent to 12,60,000 sq. ft. usable carpet area in respect of VPPL Vertical Entitlement (Phase-I) unto itself appointed, granted, entrusted and empowered WCIPL to develop various lands in Villages Vardoli, Bherle and Bhingarwadi of Panvel Taluka more particularly described therein including Property described in Table-1 hereinabove for the purpose of undertaking a township project thereon for the consideration and on the terms and conditions mentioned therein.
- (ii) By virtue of the aforesaid transaction WCIPL is entitled to develop VPPL Property by constructing new building/s and other structures thereon in accordance with the sanctioned plans and permissions, approvals, sanctions granted by the concerned authorities as per applicable laws and cause sale, transfer, lease, conveyance and dispose of its balance entitlement (save and except VPPLs 12,60,000 sq. ft. usable carpet area as defined therein) in the manner WCIPL may deem proper.
- (iii) The aforesaid transaction has been recorded in other rights column of the revenue records of said VPPL Property (except Property No.94 & Property No.104) by and under Mutation Entry No.2035 dated 17th August, 2015 and Mutation Entry No.2058 dated 11th February, 2016;
- (iv) It appears that simultaneously with the above recited Joint Development Agreement dated 18th February, 2014, VPPL has executed a Power of Attorney dated 18th February, 2014 duly registered with the office of the Sub-Registrar of Assurances at Panvel-3 under Serial No.1010 of 2014 in favour of (i) Sanjay Chhabria, (ii) Navin Makhija, (iii) Srinivasan Gopalan and (iv) Wedhwe Construction and Infrastructure Pvt. Ltd. for doing all acts matters and things inter alia in respect of VPPL Property as set out therein.

Following documents in respect of the aforesaid transaction have been provided to us for our perusal:

- (i) Agreement of Joint Development dated 18th February, 2014 duly registered with the office of Sub-Registrar of Assurances at Panvel-3 under Serial No. 1009 of 2014 executed between VPPL and WCIPL with respect to development of VPPL Property.
- (ii) Power of Attorney dated 18th February, 2014 duly registered with the office of Sub-Registrar of Assurances at Panvel-3 under Serial No. 1010 of 2014 executed by VPPL in favour of WCIPL and others inter alia for the purpose of carrying out development of VPPL Property in the manner set out in Agreement for Joint Development.
- (iii) Mutation Entry No.2035 dated 17th August, 2015 and 2058 dated 11th February, 2016 recording transaction of Agreement for Joint Development between VPPL and WCIPL in the revenue records (except Property No.94 & Property No.104).

XI. GENERAL / COMMON OBSERVATIONS DRIVING FROM TITLE DEVOLUTION IN RESPECT OF VPPL PROPERTY:

1. It appears that pursuant to the Indian Standards, Weights and Measurements Act, 1956 alongwith the Indian Coinage Act, 1955 coming into effect, the area and assessment of each land parcel forming part of the VPPL Property was converted from Acre and Guntha to Hectare and Are and the same is recorded in the revenue records vide Mutation Entry No.836 dated 27th April 1970. This Mutation Entry is common to the entire Vardoli Village.
2. With respect to various unregistered Power of Attorneys as described herein below wherein the respective land owners had empowered and authorised their respective constituted attorneys to inter alia cause sale and transfer of their respective land parcels and on the basis of such power of attorneys the title of such lands is devolved unto VPPL in the manner more particularly stated in the devolution of title of such respective VPPL Property in ANNEXURE "D" hereto and in relation thereto we rely on the opinion expressed by Mihir Prabhudesai, Advocate in his respective title certificates while certifying the



title of such VPPL Property that as per the amendment to Section 17 of Registration (Maharashtra Amendment) Act, the Power of Attorney is compulsorily required to be registered from 1st April, 2013 and thus Power of attorney pertaining to such transactions were not compulsorily required to be registered then nor was the stamp duty required to be paid as the amendment to Maharashtra Stamp Act, 1958 regarding payment of stamp duty was effected only on 5th June 2008 and therefore the title has passed on properly. (Stamp Duty paid on POA is Rs.100/-).

- (i) Power of Attorney dated 31st March, 2004 executed by Pravin Laxman Patil in favour of Rajesh Ramchandra Dake in respect of Property No.3, Property No.10, Property No.19, Property No.28, Property No.58, Property No.66, Property No.67, Property No.69, Property No.71, Property No.80, Property No.84, Property No.109 and Property No.118.
- (ii) Power of Attorney dated 6th September, 2006 executed by Ashok Chhaganlal Thakkar in favour of Rajesh Ramchandra Dake in respect of Property No.3, Property No.10, Property No.19, Property No.28, Property No.58, Property No.66, Property No.67, Property No.69, Property No.71, Property No.80, Property No.84, Property No.109 and Property No.118.
- (iii) Power of Attorney dated 6th February, 2006 executed by Nathu Anyaba Pawar in favour of Rahul Shrikrishna Dharap in respect of Property No.8 and Property No.9.
- (iv) Power of Attorney dated 5th November, 1996 executed by Nathu Anyaba Pawar in favour of Rahul Shrikrishna Dharap in respect of Property No.9.
- (v) Power of Attorney dated 28th February, 2008 executed by Smita Shrikrishna Joglekar in favour of Shrikrishna Ramchandra Dharap in respect of Property No.12.
- (vi) Power of Attorney dated 24th January, 2006 executed by Tukaram Maruti More in favour of Rahul Shrikrishna Dharap in respect of Property No.14, Property No.17 and Property No.18.
- (vii) Power of Attorney dated 4th January, 2005 executed by Madhukar Trimbak Joshi in favour of Hemant Ramchandra Dake in respect of Property No.55, Property No.61, Property No.92 and Property No.114.
- (viii) Power of Attorney dated 7th March, 2007 executed by Nitin Mulji Farlya in favour of Hemant Ramchandra Dake in respect of Property No.53, Property No.55, Property No.61, Property No.74, Property No.78, Property No.87, Property No.92 and Property No.114.
- (ix) Power of Attorney dated 7th March, 2007 executed by Ashok Mulji Farlya in favour of Hemant Ramchandra Dake in respect of Property No.104.
- (x) Power of Attorney dated 22nd September, 2005 executed by Bhimi Motiram Bhopi & 4 others in favour of Hemant Ramchandra Dake in respect of Property No.73.
- (xi) Power of Attorney dated 10th September, 2007 executed by Shankar Maruti Mali in favour of Hemant Ramchandra Dake in respect of Property No.73.
- (xii) Power of Attorney dated 13th May, 2008 executed by Nasir N. Sarkar in favour of Noor H. Tarwala in respect of Property No.85.
- (xiii) Power of Attorney dated 10th September, 2007 executed by Damodar Hiraji Patil in favour of Hemant Ramchandra Dake in respect of Property No.48 and Property No.50.
- (xiv) Power of Attorney dated 11th September, 2007 executed by Pravin Hiraji Thakkar in favour of Hemant Ramchandra Dake in respect of Property No.94.
- (xv) Power of Attorney dated 10th April, 2006 executed by Motiram Shankar Patil in favour of Hemant Ramchandra Dake in respect of Property No.101.
- (xvi) Power of Attorney dated 27th November, 2007 executed by Rambhau Babu Shelke and 10 others in favour of Hemant Ramchandra Dake in respect of Property No.108.

3. (i) It appears that by and under an Agreement for Sale dated 30th May, 2007 duly registered with the office of Sub-Registrar of Assurances at Panvel-3 under Serial No. 5836 of 2007, Ajay Arjunlal Agrawal & 2 others have agreed to sell Property No.54, Property No.59, Property No.64, Property No.72, Property No.77, Property No.81, Property No.82, Property No.83,

Property No.86, Property No.106, Property No.111, Property No.113, Property No.116 and Property No.122 alongwith other properties in favour of VBCPL for the consideration and upon the terms and conditions stated therein. In the said Agreement for Sale, Ajay Arjunlal Agrawal & 2 others and VBCPL have further agreed to get the Sale Deed in respect of the aforesaid properties executed and registered in favour of the nominee of VBCPL or in favour of any person suggested by VBCPL and pursuant thereto by and under the Sale Deed dated 1st August, 2007 duly registered with the office of Sub-Registrar of Assurances at Panvel-3 under Serial No. 7951 of 2007 Ajay Arjunlal Agrawal & 2 others sold transferred and conveyed the aforesaid properties in favour of VPPL on the terms stated therein. However documents pertaining to nomination of VPPL by VBCPL to obtain conveyance/sale deed pursuant to aforesaid Agreement for Sale is not made available for our perusal.

- (ii) It appears that by and under an Agreement for Sale dated 27th July, 2007 duly registered with the office of Sub-Registrar of Assurances at Panvel-3 under Serial No. 7813 of 2007, Sharda Moreswar More has agreed to sell Property No.68 in favour of Valuable Builders and Developers Pvt. Ltd. (VBDPL) for the consideration and upon the terms and conditions stated therein. In the said Agreement for Sale, Sharda Moreswar More and VBDPL have further agreed to get the Sale Deed in respect of the aforesaid property executed and registered in favour of the nominee of VBDPL or in favour of any person suggested by VBDPL and pursuant thereto by and under the Sale Deed dated 25th February, 2010 duly registered with the office of Sub-Registrar of Assurances at Panvel-3 under Serial No. 1894 of 2010 Sharda Moreswar More sold transferred and conveyed the aforesaid property in favour of VPPL on the terms stated therein. However documents pertaining to nomination of VPPL by VBDPL to obtain conveyance/sale deed pursuant to aforesaid Agreement for Sale is not made available for our perusal.

4. It appears that certain land owners pursuant to Agreement for Sale with VPPL (wherever applicable) executed a power of attorney in favour of VPPL through Narendra Hete, Bipin Doshi, Sanjay Baile, Anil Terdalkar, Yogesh Phalake to act as their duly constituted attorney to execute the sale deed/s as the power of attorney holder on behalf of the respective land owners in favour of VPPL to execute and admit execution thereof before the concerned sub-registrar of assurances for the sale of such lands and pursuant to which the sale deeds have been executed in favour of VPPL by the aforesaid persons as constituted attorneys of such land owners and admitted execution thereof before the concerned Sub-Registrar of Assurances.

Vide resolution dated 9th March, 2014 passed by the Board of VPPL, VPPL has ratified the execution of sale deeds and registration thereof by Sanjay Baile, Bipin Doshi and Anil Terdalkar and all such acts, deeds and things and such further acts done by the aforementioned persons on behalf of the respective land owners for more fully transferring such VPPL Property in favour of VPPL for the purpose of development of mega city / special township project in VPPL's name. However, Board Resolution ratifying the acts, deeds and things of Yogesh Phalake in the manner as aforesaid is not provided to us for our perusal.

5. **Property No.1, Property No.32, Property No.34, Property No.42 and Property No.99:**

We have been informed by our client that the surname Batala and Batale as appearing in title devolution is of same family.

6. **Property No.4:**

We have been informed by our client that the surname Powar and Pawar as appearing in title devolution is of same family.

7. **Property No.11:**

We have been informed by our client that Tukya Dhau Tandel and Tukaram Dhau Tandel as appearing in title devolution is same person so also Nathu Tukaram Tandel and Nathuram Tukaram Tandel as appearing therein is same person.



8. **Property No.24, Property No.37, Property No.44 and Property No.46:**
We have been informed by our client that the surname Disala and Disale as appearing in title devolution is of same family.
9. **Property No.51:**
We have been informed by our client that Bani Bandya Patil and Banabai Bandya Patil and Banibai Bandya Patil as appearing in title devolution is same person.
10. **Property No.122:**
We have been informed by our client that the surname Kathara and Kathare as appearing in title devolution is of same family.
11. **Property No.102 and Property No.105:**
We have been informed by our client that Ambu Goma Patil and Ambaji alias Bhurya Goma Patil as appearing in title devolution is same person so also Mahadu Goma Patil and Mahadeo Goma Patil as appearing therein is same person.
12. **Property No.89 and Property No.108 :**
We have been informed by our client that the surname Shelka and Shelke as appearing in title devolution is of same family.
13. **Property No. 94:**
We have been informed by our client that Nila Vasentrao Gokhale and Sheela Vasantrao Gokhale as appearing in title devolution is same person.
14. **Property No.15, Property No.36 and Property No.96:**
We have been informed by our client that Rambhau Gopal Mahar and Rambhau Gopal Babre as appearing in title devolution is same person.
15. **Property No.104:**
We have been informed by our client that Ashok Mulji Fariya and Ashok Murji Fariya as appearing in title devolution is same person.
16. **Property No.107:**
We have been informed by our client that the surname Mahar and Babre as appearing in title devolution is of same family.

XII **GENERAL / COMMON OBSERVATIONS DERIVING FROM TITLE DEVOLUTION IN RESPECT OF WCIPL PROPERTY:**

- (1) It appears that pursuant to the Indian Standards, Weights and Measurements Act, 1956 alongwith the Indian Coinage Act, 1955 coming into effect, the area and assessment of each land parcel forming part of the WCIPL Property was converted from Acre and Guntha to Hectare and Are and the same is recorded in the revenue records vide Mutation Entry No.836 dated 27th April 1970. This Mutation Entry is common to the entire Vardoli Village.
- (2) **Property No.3, Property No.4, Property No.5 and Property No.7:**
We have been informed by our client that Ambu Goma Patil and Ambaji alias Bhurya Goma Patil as appearing in title devolution is same person so also Mahadu Goma Patil and Mahadeo Goma Patil as appearing therein is same person.

XIII **SPECIFIC OBSERVATIONS DERIVING FROM TITLE DEVOLUTION IN RESPECT OF VPPL PROPERTY:**

- (i) **Property No.9:**
(e) Upon review of the copy of search report dated 14th February, 2012 of Tushar Deore, Advocate furnished to us, it is revealed that an Agreement for Sale dated 1st October, 2003 bearing Serial No.2445 of 2003 was executed between Nathu Anya Pawar (through his

constituted attorney Rahul Shrikrishna Dharap) therein referred to as Vendor and Sanjiv Madhukar Deshmukh therein referred to as Purchaser. Upon perusal of documents furnished to us, it appears that aforesaid Agreement for Sale was neither cancelled nor consent of Sanjiv Madhukar Deshmukh was taken to the transaction between Nathu Anya Pawar (through his constituted attorney Rahul Dharap) and Shrikrishna Ramchandra Dharap and subsequent transaction between Shrikrishna Ramchandra Dharap (for self and constituted attorney of 3 others) and VPPL. The possession of Property No.9 has been handed over to VPPL pursuant to the Sale Deed in its favour.

- (b) It has been further informed to us by our client that Sanjay Madhukar Deshmukh has till date (i.e. almost for 15 years) not sought specific performance of the aforesaid Agreement from original owner nor has he ever raised any objection or claim with respect to Property No.9 including against the Public Notice dated 5th July, 2018 in Times of India (English), Dainik Vadalwara (Marathi) and Kille Raigad (Marathi) issued by us. Considering that an Agreement for Sale was executed in the year 2003 and further Sanjay Madhukar Deshmukh neither having communicated in any manner with the original owner for almost 15 years nor having raised any objection to our public notice as stated above, we are of the view that the claim of Sanjay Madhukar Deshmukh is time barred.
- (c) The encumbrance of loan obtained by Nathu Anya Pawar against Property No.9 from M.L. Development Bank was recorded in Mutation Entry No.948 dated 28th December, 1980. However mutation entry pertaining to repayment / discharge of the said loan is not reflecting in the revenue records, so also deletion of encumbrance of said loan is not appearing in "Other Rights" column of the 7/12 extract. In respect of the aforesaid mortgage of 1980 since subsequently by a Sale Deed dated 7th September, 2007 (about 27 years later) Nathu Anya Pawar sold, transferred and conveyed Property No.9 unto and in favour of Shrikrishna Ramchandra Dharap as free and clear property and since reference of aforesaid mortgage was not made in the said Sale Deed and in Sale Deed executed thereafter in favour of VPPL, it can be presumed that the aforesaid sum borrowed from the mortgagee bank is repaid and Property No.9 was sold by Nathu Anya Pawar to Shrikrishna Ramchandra Dharap without having any charge on the same. However, copy of Reconveyance or any letter of discharge from the mortgagee is not made available to VPPL as informed by our client.

(ii) Property No.11:

- (a) Sale Deed dated 28th May, 2007 was executed by Anil Terdalkar as constituted attorney of Narendra Hete, director of Valuable Builders and Developers Pvt. Ltd. and not of Valuable Properties Pvt. Ltd.
- (b) In Index-II and registration receipt the name of purchaser is mentioned as Valuable Builders and Developers Pvt. Ltd. instead of Valuable Properties Pvt. Ltd.

(iii) Property No.16:

It is observed that Dhondu Bhaurao More died intestate on 1st April, 1944 leaving behind his sons Ganpat Dhondu More and Kaka Dhondu More as his heirs and legal representatives. Subsequently Ganpat Dhondu More died intestate on 27th June, 1966 leaving behind him his sons viz. (i) Moreshwar Ganpat More, (ii) Muralidhar Ganpat More (iii) Janardan Ganpat More, and (iv) Baban Ganpat More as his heirs and legal representatives and the name of Moreshwar Ganpat More was recorded as Karla of the hindu joint family. Thereafter, Moreshwar Ganpat More died intestate leaving behind him (i) Anil Moreshwar More (son), (ii) Sunil Moreshwar More (son); (iii) Netra Yashwant Sawant (daughter), and (iv) Sharada Moreshwar More (wife) as his heirs and legal representatives and the said heirs of Moreshwar Ganpat More sold transferred and conveyed Property No.16 to VPPL vide Sale Deed dated 20th May, 2009. However, the consent/release of other branches viz. (i) Kaka Dhondu More (if deceased then his heirs) and (ii) Muralidhar Ganpat More (if deceased then his heirs) (iii) Janardan Ganpat More (if deceased then his heirs), and (iv) Baban Ganpat More (if deceased then his heirs) does not seem to have been obtained to the transaction in favour of VPPL. However, it is further observed that till date aforesaid other branches have not objected to the sale transfer and conveyance of Property No. 16 by legal heirs of Moreshwar Ganpat More without their consent.

(iv) **Property No.24 and Property No.37:**

It is observed upon perusal of Mutation Entry No.338 that Hasha Bendu Disala died intestate leaving behind him three sons viz. (i) Balu Hasha Disala (ii) Ambo Hasha Disala and (iii) Ragho Hasha Disala. Subsequently, name of Ambo Hasha Disala only was appearing in the revenue records and his heirs alone sold transferred and conveyed Property No.24 and Property No.37 in favour of VPPL without the consent or release of Balu Hasha Disala and his daughter Kalubai Balu Disala (after death of Balu) and Ragho Hasha Disala. However, it is further observed that till date aforesaid persons have not objected to the sale transfer and conveyance of Property No. 24 and Property No.37 by legal heirs of Ambo Hasha Disala without their consent.

(v) **Property No.27 and Property No.47:**

While perusing documents of other property i.e. Gat No.59/2 (Property No.29) and of Balaram Sitaram Patil & others it is observed that an Agreement for Sale dated 15th November, 2007 was executed by Sachin Bhiva Patil and Satish Bhiva Patil as adults, however, the Agreement for Sale dated 31st January, 2008 in respect of Property No.27 was executed by natural guardian of Sachin Bhiva Patil and Satish Bhiva Patil (i.e. they were shown as minors). If Sachin Bhiva Patil and Satish Bhiva Patil were adults in 2007 then they should have executed the Agreement for Sale in respect of Property No.27 in 2008 in their individual capacity.

(vi) **Property No.34, Property No.48 and Property No.50:**

Whilst perusing the revenue records of Property No.34, Property No.48 and Property No.50, we have not come across any Mutation Entry whereby certificate under Section 32M of MTAL Act was issued in favour of tenant Rama Mahadu Batale of Property No.34 and in favour of tenant Anya Narayan Misal of Property No.48 and Property No.50 although entire purchase price decided under Section 32G of MTAL Act was paid by them to their respective original owner.

(vii) **Property No.40 & Property No.42:**

(a) Upon review of the copy of corresponding search report dated 14th February, 2012 of Tushare Deore, Advocate furnished to us, it is revealed that a Development Agreement dated 18th July, 2007 bearing registration No.5776 of 2007 was executed between Janya Hari Batale therein ('Owner') and M/s. Chirag Town, a partnership firm through its partner Ashok Gopichand Karia ('Developer') in respect of Property No.40 and Property No.42. It further appears that simultaneously with the execution of above recited Development Agreement Janya Hari Batale executed a Power of Attorney dated 18th July, 2007 bearing registration no. 5777/2007 in favour of M/s. Chirag Town through partner Ashok G. Karia for doing acts, matters and things in respect of Property No.40 and Property No.42 as set out therein.

(b) It appears that the aforesaid Development Agreement and Power of Attorney were neither cancelled by Janya Hari Batale nor consent of Chirag Town was obtained to the transaction of VPPL.

(c) We have been informed by our client that the possession of Property No.40 and Property No.42 has been handed over to VPPL pursuant to the sale deed in its favour. We have been further informed that pursuant to the aforesaid Chirag Town has however till date not challenged the transaction of sale of Property No.40 and Property No. 42 to VPPL, nor further grant of development rights of Property No.40 and Property No.42 in favour of WC IPL.

(viii) **Property No.44:**

It is observed upon perusal of Mutation Entry No.338 that Hasha Bendu Disala died intestate leaving behind him three sons viz. (i) Balu Hasha Disala (ii) Ambo Hasha Disala and (iii) Ragho Hasha Disala. Subsequently, name of Vitthabai Govind Bhoir (legal heir of Balu Hasha Disala) only was appearing in the revenue records and she alone sold transferred and conveyed Property No.44 in favour of VPPL without the consent or release of Ambo Hasha Disala and Ragho Hasha Disala. However, it is further observed that till date aforesaid persons have not objected to the sale transfer and conveyance of Property No.44 by Vitthabai Govind Bhoir (legal heir of Balu Hasha Disala) without their consent.

(ix) **Property No.46:**

It is observed upon perusal of Mutation Entry No.338 that Hasha Bendu Disala died intestate leaving behind him three sons viz. (i) Balu Hasha Disala, (ii) Ambo Hasha Disala and (iii) Ragho Hasha Disala as his heirs and legal representatives. Subsequently, name of Ragho Hasha Disala only was appearing in the revenue records and his heirs and legal representatives alone sold transferred and conveyed Property No.46 in favour of VPPL as set out in Mutation Entry No.1598, without the consent or release of (i) Balu Hasha Disala and (ii) Ambo Hasha Disala or their heirs/legal representatives. However, it is further observed that till date aforesaid persons have not objected to the sale transfer and conveyance of Property No.46 by legal heirs of Ragho Hasha Disala without their consent.

(x) **Property No.53:**

It appears that Madhukar Trimbak Joshi executed a Power of Attorney dated 4th January, 2005 in favour of Hemant Ramchandra Dake in respect of various land parcels excluding Property No.53 and on the basis of such power of attorney, Hemant Ramchandra Dake as constituted attorney of Madhukar Trimbak Joshi sold transferred and conveyed various land parcels including Property No.53 in favour of Nitin Mulji Fariya vide Sale Deed (Kharedikhat) dated 11th January, 2005 bearing registration no. PVL-1/223/2005 and subsequently, Nitin Mulji Fariya sold transferred and conveyed Property No.53 in favour of VPPL vide Sale Deed dated 12th September, 2007 bearing registration No. Uran/6366/2007. In the circumstances we are not aware if there is any other Power of Attorney executed by Madhukar Trimbak Joshi in favour of Hemant Ramchandra Dake in respect of Property No.53 and if the same inadvertently remained to be annexed to the Sale Deed dated 11th January, 2005. However, it is observed that Madhukar Trimbak Joshi has till date not raised any issue regarding sale and conveyance of Property No.53 by Hemant Ramchandra Dake

(xi) **Property No.60 and Property No.79:**

It appears that Vishnu Vasudeo Karandikar, died intestate on 19th October, 1943 leaving behind him three sons as his heirs and legal representatives and out of the three sons the name of elder son Vinayak Vishnu Karandikar being the karta of hindu joint family was recorded to Property No.60 and Property No.79. Subsequently Vinayak Vishnu Karandikar alongwith his family members sold transferred and conveyed Property No.60 and Property No.79 in favour of Ajay Arjunlal Agrawal and others, without the consent or release of two other brothers (if deceased then consent or release of their legal heirs). However, it is further observed that till date the aforesaid two other brothers or their heirs and legal representatives have not objected to the sale transfer and conveyance of Property No.60 and Property No.79 by Vinayak Vishnu Karandikar & his family members without their consent.

(xii) **Property No.85:**

(a) The Sale Deed dated 9th June, 2008 duly registered with the office of Sub-Registrar of Assurances at Uran under Serial No. 4494 of 2008 on 10th June, 2008 mentions that since the name of Nasir N. Sarkar was not mutated to the revenue record due to discrepancy in names of vendors (i) Manda alias Shakuntala Narayan Mhatre nee Manda Namdeo Patil, and (ii) Kusum Ananta Mali nee Kusum Namdeo Patil as detailed in Mutation Entry No.1387 (referred in devolution of title) he therefore sold transferred and conveyed Property No.85 in the capacity of confirming party along with Vendors, (i) Manda alias Shakuntala Narayan Mhatre nee Manda Namdeo Patil, and (ii) Kusum Ananta Mali nee Kusum Namdeo Patil through their power of attorney holder Ravindra Ramdas Rane to the aforesaid Sale Deed dated 10th June, 2008 in favour of Noor H. Tarwala.

(b) Power of Attorney dated 4th November, 2000 executed by (i) Manda Narayan Mhatre alias Manda Namdeo Patil and (ii) Kusum Namdeo Patil alias Kusum Ananta Mali in favour of Ravindra Ramdas Rane. (Seal of Sub-Registrar Panvel appears on the said Power of Attorney, however, registration number cannot be seen due to missing last pages)

(xiii) **Property No.89:**

It appears that Ram Babu Shelke alone sold, transferred and conveyed Property No.89 in favour of VPPL without obtaining the consent or release of other co-owners as detailed in Mutation Entry No.1151 and Mutation Entry No.1522 more particular described in title devolution.

(xiv) **Property No.99:**

As recorded in Mutation Entry No.207, the Sale Deed dated 27th January, 1944 between Damodar Pandurang Joshi and Motiram Govind Batale (through natural guardian Govind Nama Batale) appears to be executed in respect of only two Gat Numbers 124/1 and 126/1. However, the property description cannot be verified without perusing the Sale Deed, which is not made available for our perusal.

(xv) **Property No.102 and Property No.105:**

It is observed that Vitthal Goma Patil and Mahadeo/Mahadu Goma Patil were entitled to Property No.102 and Property No.105. Further, it is observed that Vitthal Goma Patil died intestate leaving behind him Manohar Vitthal Patil and 7 others as his heirs and legal representatives as set out in Mutation Entry No.993 more particularly described in the title devolution. Subsequently, Manohar Vitthal Patil and Mahadu Goma Patil sold transferred and conveyed Property No.102 and Property No.105 in favour of VPPL as set out in Mutation Entry No.1700, without the consent of 7 (seven) other heirs and legal representatives of Vitthal Goma Patil. However, it is further observed that till date the 7 other heirs and legal representatives of Vitthal Goma Patil have not objected to the sale transfer and conveyance of Property No. 102 and Property No.105 by Manohar Vitthal Patil without their consent.

XIV **SPECIFIC OBSERVATIONS DERIVING FROM TITLE DEVOLUTION IN RESPECT OF WCIPL PROPERTY:**

(i) **Property No.6:**

(a) It is observed that Tukya Dhau Tandel died intestate leaving behind Dama Ziprya Patil and Narayan Ziprya Patil as his heirs and legal representatives as recorded in M.E. No.403. Subsequently, Narayan Ziprya Patil died intestate leaving behind him his legal heirs mentioned in the Mutation Entry No.914 and 1692 of the title devolution. However, subsequent to Mutation Entry No.403 neither the name of Dama Ziprya Patil nor of his legal heirs appearing anywhere in the revenue records. Subsequently, heirs and legal representatives of Narayan Ziprya Patil sold, transferred and conveyed Property No.6 in favour of VPPL vide Sale Deed dated 26th March, 2013 as set out in M.E. No.1987. At that time consent of Dama Ziprya Patil / his heirs if he has expired ought to have been obtained. However, it is further observed that till date the aforesaid Dama Ziprya Patil or his legal heirs have not objected to the sale transfer and conveyance of Property No.6.

(b) It is observed that, by and under a Sale Deed dated 3rd March, 2007 duly registered with the office of Sub-Registrar of Assurances at Panvel-3 under Serial No.2411 of 2007, Bhimi Sudam Tandel and Bhagubai Baburao Bhagit (through their constituted attorney Gajanan Maruti Mali) with the consent of Prachin Land Infra Pvt. Ltd. sold transferred and conveyed Property No.6 in favour of Marathon Prachin Infrastructure Pvt. Ltd. a company incorporated under the provisions of companies Act, 1956 and having its registered office at 101, Marathon House, Devidayal Road, Mulund (West), Mumbai 400 080 (hereinafter referred to as "Marathon") for the consideration and upon the terms and conditions more particularly set out therein.

(c) The aforesaid Sale Deed pre-exists and precedes the respective Sale Deeds of Sanjay Rajkumar Chhabria and WCIPL. It is pertinent to note that the aforesaid Sale Deed dated 27th February, 2007 was executed by Bhimi Sudam Tandel and Bhagubai Baburao Bhagit (through their constituted attorney Gajanan Maruti Mali) in favour of Marathon in respect of entire Property No.6, however the said Sale Deed was not executed by their sister Janabai Narayan Patil presumably having 1/3rd share in Property No.6 and therefore, although the said Sale Deed was executed for the entire Property No.6, the share of Janabai Narayan Patil could not have been sold in favour of Marathon and the legal heirs of Janabai Narayan Patil namely Narayan Janardan Bhagit and Kunda Janardan Bhagit nee Kunda Shashikant Pawar were well entitled to their mother's 1/3rd share in Property No.6 and subsequently sold transferred and conveyed the same in favour of Sanjay Rajkumar Chhabria and thereafter by Sanjay Rajkumar Chhabria in favour of WCIPL. The Sale Deed in favour of Marathon ought to have been cancelled by following due process of law, which it seems is left to be done.



(II) **Property No.8:**

Specific observations with respect to Property No.8 is same as Property No.85 of VPPL as described in sub-para (xii) of Paragraph XIII hereinabove.

XV(A) **LITIGATION:**

Property No.27 and Property No.29 and Property No.47:

- (i) We have been informed that one Anjana Janardan Bhoir has filed Regular Civil Suit being Suit No. 259 of 2015 against VPPL & 7 others for partition of several lands including Property No.27, Property No.29 and Property No.47. It has been alleged by Anjana Janardan Bhoir in the said Suit that she is also an heir of Sitaram Govind Patil, however her name was not recorded as such in Mutation Entry No.1209.
- (ii) It is pertinent to note that the aforesaid suit was filed by Anjana Janardan Bhoir almost after 20 years since Mutation Entry No.1207 was certified on 29th March, 1995 and at present the said suit is being contested for dismissal of suit on the ground of delay in filing the same. As on date there are no orders including any restraining order passed therein.

Property No.32 and Property No.34:

- (i) It appears from the court papers furnished to us that pursuant to the order of the Sub-Divisional officer Panvel dated 29th February, 2012, Shri. Kisan Gana Batale ("Plaintiff") (heir and legal representative of Gana Mahadu Batale) filed Special Civil Suit being Suit No.421 of 2018 against (i) Budhi Rama Batale (ii) Gangubai Rama Batale nee Gangubai Hiru Bhopi (iii) Nirabai Rama Batale nee Nirabai Narayan Patil (iv) Bhaskar Dama Batale (v) Chandrabhaga Dama Batale (vi) Savita Dama Batale nee Savita Bhagwan Shendre (vii) Shobha Dama Batale nee Shobha Prabhakar Phadke (viii) Kamalabai Dama Batale nee Kamalabai Tukaram Jele (ix) Ashabai Dama Batale nee Ashabai Baliram Mate (x) Anuradha Dama Batale nee Anuradha Ashok Ghone (xi) Baban Shankar Batale (xii) Kanu Shankar Batale (xiii) Sangita Shankar Batale (xiv) Parvati Shankar Batale (xv) Valuable Properties Pvt. Ltd. and (xiv) Wadhwa Construction and Infrastructure Pvt. Ltd. ("Defendants") in the Panvel Civil Court for declaration, partition, injunction and cancellation of Sale Deed dated 23rd January, 2009 in respect of Gat No.60/1 (Property No.32), Sale Deed dated 23rd September, 2009 in respect of Gat No.60/3 (Property No.34) and Development Agreement dated 17th August, 2015 in respect of Gat No.60/1 (Property No.32), and 60/3 (Property No.34) ("Suit Property"). In the said suit, Plaintiff has inter alia prayed for the partition and declaration of his undivided share right title and interest in the Suit Property and cancellation of Sale Deeds and Development Agreement as aforesaid in respect of Suit Property.
- (ii) It appears that the date of Development Agreement mentioned in the said Suit is wrong. As on date there are no orders including any restraining order passed therein.
- (iii) We have been further informed by our client that (i) Budhi Rama Batale (ii) Gangubai Hiru Bhopi and (iii) Nirabai Narayan Patil have filed appeal ____/2018 (not yet numbered) before Additional Collector Panvel challenging the order of Sub-Divisional Officer, Panvel in RTS Appeal No. 186 of 2011 dated 29th February, 2012 against VPPL & 14 others. The said Appeal is kept for hearing to adjudicate on the issue of delay of 6 years in filing Appeal by the aforesaid Appellants.

Property No.38:

- (i) We have been informed that Barkubai Chandar Bhagar and 5 others ("Plaintiff") filed Suit being Special Civil Suit No. 48 of 2014 in Civil Court Panvel for a declaration and cancellation of Sale Deed and Injunction against (i) Narendra Hete, (ii) Sanjay Dadu Baile, (iii) VPPL (iv) Sunil Sharma, (v) Pankaj Vinodchandra Modi, (vi) Mohammed Amin Ahmad Ali Hasan, (vii) Hazem Yusuf Abdulkarim and 3 others ("Defendants").
- (ii) In the present suit, Plaintiffs have denied execution of Power of Attorney in favour of Namdev Sahdev Thakur and therefore also denied execution and registration of Sale Deed in favour of VPPL on the basis of such power of attorney.
- (iii) As on date there are no orders including any restraining order passed therein.



Property No.85 and Property No.8 of WCIPL Property:

- (i) We have been informed that Shakuntala Narayan Mhatre (original owner) has filed Regular Civil Suit being Suit No.182 of 2014 against Ravindra Rane, VPPL and 8 others, in Civil Court, Panvel. In the said suit Shakuntala Narayan Mhatre contended that Ravindra Rane used false and fake power of attorney for transfer of Property No.95 and Property No.8 of WCIPL Property in favour of Nasir N. Sarkar and therefore the said Power of Attorney be declared as void and illegal. She further prayed that all sale deeds subsequent to the aforesaid transfer be also declared as non-binding on Shakuntala Narayan Mhatre.
- (ii) VPPL has filed its written statement. As on date there are no orders including any restraining order passed therein.
- (iii) Mr. Navin Makhija (predecessor-in-title of WCIPL) and WCIPL is not made party to the said suit by the Plaintiff. As on date there are no orders including any restraining order passed therein.

Property No.89:

- (i) We have been informed that one Jagan Janardan Shelke filed a Special Civil Suit being Suit No.40 of 2016 against Ram Babu Shelke, VPPL and WCIPL in Civil Court, Panvel for declaration, cancellation of Sale Deed and Injunction. In the said Suit Jagan Janardan Shelke contended that Property No.89 came to the share of his father Janardan Babu Shelke vide Mutation Entry No.927 dated 31st March, 1980, however Ram Babu Shelke illegally transferred Property No.89 in favour of VPPL. In the said suit Jagan Janardan Shelke prayed for cancellation of Sale Deed in favour of VPPL and further, cancellation of Development Agreement executed by VPPL in favour of WCIPL with respect to Property No.89.
- (ii) As on the day hereof, summons is not served upon VPPL. WCIPL has filed its say and written statement and there are no orders including any restraining order passed therein.

Property No.104:

Revision Application No.33 of 2017 filed by VPPL in Maharashtra Revenue Tribunal against the order of Sub-Divisional Officer, Panvel dated 21st January, 2017 as more particularly set out in detailed in Title Devolution is pending and as on date there are no orders including any restraining order passed therein.

Property No.115:

- (i) We have been informed that one Balaram Maya Patil has filed Suit for Partition being S.C.S No.279 of 2016 in respect of various land parcels including Property No.115 against VPPL, WCIPL and others. VPPL and WCIPL filed their respective say and written statement in the said Suit and the said Suit is pending as on the date hereof.
- (ii) There are no orders including any restraining order passed therein.

Property No.117:

We have been informed by our client that Sau. Suman Sharad Mhatre has filed RTS appeal ____/2018 (not yet numbered) before Sub Divisional Officer, Panvel against Ajay Arjunlal Agrawal & 7 others (including VPPL) challenging Mutation Entry No.1275 and 1637 thereby alleging that she has not sold Property No.117 in favour of Ajay Arjunlal Agrawal & 2 others vide Sale Deed of year 1991 nor has she received any consideration in respect thereof. However it appears from Mutation Entry No.1275 dated 13th December, 1996 more particularly described in title devolution of VPPL Property that Suman Sharad Mhatre alongwith Mahadeo Bandyia Patil had sold transferred and conveyed Property No.117 in favour of Ajay Arjunlal Agrawal & 2 others. The said Appeal is kept for hearing to adjudicate on the issue of delay in filing Appeal by the aforesaid Appellant.

- XV(B) In addition to the pending litigations pertaining to specific properties more particularly described hereinabove, we have been informed by our client that Writ Petition being Petition No. 11115 of 2016 has been filed by WCIPL against the State of Maharashtra and Others in respect of alleged claim of deficit Stamp Duty on the instrument of Joint Development Agreement by and between VPPL and WCIPL referred to above and the same is pending before the High Court of Judicature at Bombay. In the said Writ Petition WCIPL challenged the Orders dated 19th March, 2016 and 12th July, 2016 passed by the Joint District Registrar, Raigad and Deputy Inspector General of Registration & Deputy Controller of Stamps, Thane. Vide Order dated 23rd September, 2016 of the Hon'ble High Court in the aforesaid Writ Petition, it has been recorded that the AGP makes a statement to the effect that the

department shall not take any coercive steps for recovery of the duty till next date. Vide Order dated 1.7.2017, the aforesaid Order dated 23.9.2016 is extended till further orders of the Court.

As on the date hereof, there are no restraining order passed by the Hon'ble High Court at Bombay against WCIPL/VPPL.

XVI. **MORTGAGE**

Photocopies of the following documents related to Mortgage have been provided to us for our perusal.

1. By and under a Debenture Trust Deed dated 20th February, 2014 duly registered with the office of Sub-Registrar of Assurances at Panvel-3 under Serial No. 1020 of 2014 made between Wadhwa Construction and Infrastructure Private Limited therein referred to as "Issuer" or "Mortgagor" of the First Part, Valuable Properties Private Limited (through its duly constituted attorney Wadhwa Construction and Infrastructure Private Limited) therein referred to as "Mortgagor 2" of the Second Part, IDBI Trusteeship Services Private Limited therein referred to as "Debenture Trustee" of the Third Part and IIFL Realty Limited therein referred to as "Facility Agent" of the Fourth Part, the Mortgagor had availed loan facility of sum of Rs.175 Crore (Rupees One Hundred and Seventy Five Crore only) from Facility Agent and against availing of such facility Mortgagor and Mortgagor 2 had mortgaged Inter alia all their respective rights title and interest in respect of VPPL Property and WCIPL Property (excluding Property No.1 & Property No.2 of WCIPL Property) more particularly described therein in favour of Debenture Trustee on the terms and conditions more particularly set out therein.
- 1.1. Subsequently, by and under a Deed of Re conveyance dated 13th August, 2015 duly registered with the office of Sub-Registrar of Assurances at Panvel under Serial No.4682 of 2015, pursuant to repayment of entire loan facility alongwith applicable interest and charges in the manner set out in above recited Debenture Trust Deed dated 20th February, 2014, IDBI Trusteeship Services Private Limited and IIFL Realty Limited have re-granted, re-conveyed, re-assigned and re-transferred VPPL Property unto VPPL and WCIPL Property unto WCIPL with all their respective rights, title and interest in the manner set out therein.
2. Thereafter, by and under a Deed of Mortgage dated 18th June, 2015/22nd June, 2015 duly registered with the office of Sub-Registrar of Assurances at Panvel-4 under Serial No. 7742 of 2015 made between Valuable Properties Private Limited (through its constituted attorney Mr.Navin Makhija) & Mr. Navin Makhija therein jointly referred to as "Mortgagor 1" of the First Part, Wadhwa Construction and Infrastructure Private Limited therein referred to as "Mortgagor 2/Company" of the Second Part and GDA Trusteeship Limited therein referred to as "Mortgagee" of the Third Part, the "Mortgagor 1" and "Mortgagor 2" have availed loan/financial facility of sum of Rs.300 Crore (Rupees Three Hundred Crore only) from the Lenders viz. Piramal Finance Enterprises, Shriram City Union Finance Limited, Shriram Housing Finance Limited and Mortgagee therein mentioned by mortgaging inter alia all their respective rights title and interest in respect of VPPL Property and WCIPL Property more particularly described therein in favour of Mortgagee on the terms and conditions more particularly set out therein.
- 2.1 Subsequently, by and under a Deed of Re conveyance dated 24th September, 2018 duly registered with the office of Sub-Registrar of Assurances at Panvel-2 under Serial No. 12531 of 2018, pursuant to repayment of entire loan facility alongwith applicable interest and charges in the manner set out in the above recited Deed of Mortgage dated 18th June, 2015/22nd June, 2015, Catalyst Trusteeship Limited (formerly known as GDA Trusteeship Ltd.) have re-granted, re-conveyed, re-assigned and re-transferred VPPL Property unto VPPL and WCIPL Property unto WCIPL with all their respective rights, title and interest in the manner set out therein.
3. Thereafter, by and under a Loan Agreement cum Mortgage Deed dated 27th September, 2017 duly registered with the office of Sub-Registrar of Assurances at Panvel-2 under Serial No. 11142 of 2017 made between Wadhwa Construction and Infrastructure Private Limited therein referred to as "Borrower" of the One Part and PNB Housing Finance Limited therein referred to as "PNBHFL/Mortgagee" of the Second Part, the "Borrower" has availed loan/financial facility of sum of Rs.650 Crore (Rupees Six Hundred and Fifty Crore only) from the PNBHFL/Mortgagee by mortgaging inter alia all their respective rights title and interest in respect of VPPL Property and WCIPL Property admeasuring in aggregate 138.18 Acres (excluding Property No.2 & Property No.3 of WCIPL Property and Property No.94, Property No.100 & Property No.101 of VPPL Property), more particularly described therein including



Project known as "Wadhwa Wise City" and structure thereon alongwith commercial and amenities, on the terms and conditions more particularly set out therein.

XVII. REGULATIONS FOR DEVELOPMENT OF INTEGRATED TOWNSHIP PROJECT (ITP):

It is observed that :

- (a) As per the Explanation provided in Section 63-1A of MTAL Act as it stood prior to 1st January, 2016 that "Special Township Project" means the special township project or projects under the regulations framed for development of special township by the Government under the provisions of Maharashtra Regional and Town Planning Act, 1966 or any other law for the time being in force.
- (b) The Urban Development Department, Government of Maharashtra vide its Notification bearing No. TPS.1205/MMR DCR/CR-48/06/UD-12 dated 10th March, 2006 sanctioned development control regulations for development of special townships in Mumbai Metropolitan Region (MMR) whereby certain Special Concessions have been granted for development of special township project inter alia including,
 - (i) Relaxation from MTAL Act: the condition that only agriculturist will be eligible to buy the agricultural land shall not be applicable in special township area.
- (c) Subsequently, vide amendment dated 1st January, 2016 to Section 63-1A the words "Special Township Project" was substituted with "Integrated Township Project" and from time to time thereafter regulations for development of ITP have been sanctioned by the Government of Maharashtra continuing the aforesaid special concession.
- (d) VPPL and WCIPL with intent to develop special township project (now integrated township project) have purchased agricultural lands from time to time in accordance with the aforesaid STP Regulations (now ITP Regulations) and WCIPL is developing the ITP in the manner described in Paragraph XVIII hereinbelow.

XVIII. PERMISSIONS AND SANCTIONS FOR DEVELOPMENT OF INTEGRATED TOWNSHIP PROJECT KNOWN AS "WISE CITY PANVEL":

Pursuant to grant of Location Clearance by Urban Development Department and No Objection Certificate by Divisional Commissioner, Konkan Region as more particularly described at Serial No.13 and 14 of Paragraph III, WCIPL has obtained Letter of Intent dated 25th November, 2016 from CIDCO bearing No. CIDCO/NAINA/PLNG/STP/BP-236/LOI/2016/4968 read with renewed Letter of Intent dated 23rd May, 2017 bearing No. CIDCO/NAINA/PLNG/STP/BP-236/LOI/2017/356 with respect to area admeasuring 54.964 Hectare equivalent to 137.41 Acres more particularly set out therein and in terms thereof WCIPL is developing integrated township project known as "Wise City Panvel" on aforesaid 54.964 Hectare equivalent to 137.41 Acres from out of VPPL Property and WCIPL Property (excluding Property No.2, Property No.3 & Property No.6 of WCIPL Property and Property No.94, Property No.100 & Property No.101 of VPPL Property) in accordance with the development permissions obtained from the concerned authorities pursuant thereto and on the terms and conditions therein contained.

XIX. REVENUE RECORDS:

Upon reviewing the latest 7/12 Extracts produced on 19th, 21st, 24th and 29th of September, 2018, we observe that name of VPPL is appearing as Owner/Holder in respect of VPPL Property and name of WCIPL is appearing as Developer in respect of VPPL Property (excluding Property No.94 and Property No.104) and name of WCIPL is appearing as Owner/Holder in respect of WCIPL Property.

XX. CONCLUSION:

Based on the steps taken for investigating the right, title interest and/or entitlement of WCIPL to the said Property and subject to:

- (i) All our observations stated hereinabove;
- (ii) Pending litigations stated hereinabove;
- (iii) Mortgage in favour of PNB Housing Finance Ltd.; and



- (iv) Compliance of provisions of Section 63-1A of MTAL Act read together with notified ITP Regulations and all other provisions of Law in respect of the said Property and for joint development thereof as integrated township project (formerly referred as special township in MTAL Act);

We certify that title of WCIPL in respect of WCIPL Property as Owner and title of WCIPL in respect of VPPL Property as Developer is clear and marketable and WCIPL is entitled to develop the said Property.

Dated this 29th day of November, 2018.

Yours faithfully,
LAW POINT
Advocates & Solicitors



Trupti B. Mehta
Partner