

File No.14

REPORT ON TITLE

Lodha Dwellers Pvt. Ltd.

(ex-parte)

Re: Property bearing

Survey No	Hissa No	Area (sq. mtrs.)
32	2A	3640
32	7	1870
	Total	5510

**in aggregate admeasuring 5510 sq mtrs or thereabouts
situate at Village Khoni, Taluka Kalyan, District Thane.**

1. I have prepared this Title Opinion in respect of the above property (the "Said Property") on the basis of the revenue records namely 7/12 extract and 6/12 extract issued by Talathi and documents of transactions thereto, produced before me for my inspection for my perusal and information and explanation gathered by me. I observe as under.
2. For the purpose of my title opinion, I have
 - (a) reviewed certified true copies of the relevant documents viz. Deed of Conveyance, and other documents evidencing the rights or interests of M/s. Lodha Dwellers Pvt. Ltd.;
 - (b) caused to make enquiries at the concerned Land Revenue Officer located at Village and Taluka levels with respect to land records from this date, going back 30 years;
 - (c) verified that adequate stamp duty has been paid in respect of the Conveyance Deed or other documents transferring title, rights or interest over the abovementioned property and on the basis of the above, I have found that
3. The mutation records maintained at the Talathi and Tahsildar's Office reflect the names of Lodha Dwellers Private Limited as the Owners of the said Property as on the date of this certificate.

Survey No.32A

4. As per Mutation Entry No.355 dated 18/11/1965 it is recorded that pursuant to the Order No.23 dated 22/01/1964 passed by Agricultural Land Tribunal and Additional Mamlatdar Kalyan u/s. 32G of Bombay Tenancy and Agricultural Land Act, 1948, tenant Purchaser viz. Hiru Bhiwa Kalekar had purchased the property bearing Survey No. 32/2P from Land Owner Anandi Dhondu

Dhabane for Rs.301.30 subject to provision of Section 43 of the said Act. Now Survey No.32/2P has been ascribed new Survey Nos. 32/2A.

5. As per Mutation Entry No.580 dated 09/07/1990 Hiru Bhiwa Kalekar died around 4 years back, leaving behind Gopal Bhiwa Kalekar (brother) and Namdeo Bhiwa Kalekar (brother). Further on death of Gopal Bhiwa Kalekar the name of his legal heirs viz. 1) Sakharam Gopal Kalekar, 2) Kashinath Gopal Kalekar, 3) Balaram Gopal Kalekar, 4) Sundarabai Gopal Kalekar. Further on death of Namdeo Bhiwa Kalekar the name of his legal heirs viz. 1) Maruti Namdeo Kalekar, 2) Kusum Namdeo Kalekar, 3) Milan Namdeo Kalekar, 4) Shanti Namdeo Kalekar (Sr. No. 1, 2 and 3 being minor represented by Shantibai Namdeo Kalekar) were entered on the 7/12 extract in respect of property bearing S.No.32/7 and 32/2 Part (now 32/3A).

Survey No.32/7

6. As per Mutation Entry No. 193 dated 20/09/1952 the said Property has been declared as fragment belonging to Bhiwa Dharma Kalekar.
7. The Mutation Entry No. 389 dated 09/12/1970 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957.
8. As per Mutation Entry No.480 dated 05/10/1977, it is recorded that on death of Bhiwa Dharma Kalekar, the names of his legal heirs 1) Hiru Bhiwa Kalekar, 2) Gopal Bhiwa Kalekar, 3) Namdeo Bhiwa Kalekar were entered on the 7/12 extract in respect of the said Property.
9. As per Mutation Entry No.580 dated 09/07/1990 Hiru Bhiwa Kalekar died around 4 years back, leaving behind Gopal Bhiwa Kalekar (brother) and Namdeo Bhiwa Kalekar (brother). Further on death of Gopal Bhiwa Kalekar the name of his legal heirs viz. 1) Sakharam Gopal Kalekar, 2) Kashinath Gopal Kalekar, 3) Balaram Gopal Kalekar, 4) Sundarabai Gopal Kalekar. Further on death of Namdeo Bhiwa Kalekar the name of his legal heirs viz. 1) Maruti Namdeo Kalekar, 2) Kusum Namdeo Kalekar, 3) Milan Namdeo Kalekar, 4) Shanti Namdeo Kalekar (Sr. No. 1, 2 and 3 being minor represented by Shantibai Namdeo Kalekar) were entered on the 7/12 extract in respect of property bearing S.No.32/7 and 32/2 Part..
10. By Agreement for Sale dated 23/05/2007 made between Lodha Dwellers Private Ltd. of the One Part and 1) Sakharam Gopal Kalekar, 2) Kashinath Gopal Kalekar, 3) Balaram Gopal Kalekar, 4) Shantibai Namdev Kalekar, 5) Kusum Namdev Kalekar, 6) Nilam Namdev Kalekar and registered with the office of the Sub-Registrar of Assurances at Kalyan under Serial No. KLN3-02978-2007 on 23/05/2007, the said Sakharam Gopal Kalekar and Others have agreed to sell the said property and also have granted development rights in respect of the said property to Lodha Dwellers Pvt. Ltd. on the terms and conditions as mentioned therein.
11. By a Power of Attorney dated 23/05/2007 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No.208 of


2007, the said Sakham Gopal Kalekar and Others have granted unto Mr. Mangal Prabhat Lodha and Rajendra Lodha of M/s. Lodha Dwellers Pvt. Ltd. powers and authorities to develop the said property and to do other acts deeds matters and things in connection therewith.

12. By a Power of Attorney dated 23/05/2007 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No.207 of 2007, the said Sakham Gopal Kalekar and Others have granted unto Mr. Abhishek Mangal Prabhat Lodha and Abhinandan Mangal Prabhat Lodha of M/s. Lodha Dwellers Pvt. Ltd. powers and authorities to execute and register Conveyance which includes admission of the execution before the concerned Sub-Registrar for transfer of the said Property in favour of Lodha Dwellers Private Limited or their nominee.
13. By Deed of Conveyance dated 07/05/2007 executed and registered under No.KLN-1-2676/2008 by 1) Chandar Gopal Kalekar, 2) Sakham Gopal Kalekar, 3) Kashinath Gopal Kalekar, 4) Balaram Gopal Kalekar, 5) Kusum Namdev Kalekar, 6) Milan Namdev Kalekar, 7) Santosh Namdev Kalekar, 8) Walku Namdev Kalekar, 9) Sunita Maruti Kalekar, 10) Janhavi Maruti Kalekar and 11) Jeet Maruti Kalekar as the Vendors of the One Part in favour of Mahavir Build Estate Private Limited as the Purchaser of the Other Part whereunder the said Vendors sold and conveyed the said Property to Lodha Dwellers Private Limited for consideration and on terms, covenants and conditions stated therein subject to permission under section 43 of the Bombay Tenancy and Agricultural Land Act, 1948.
14. As per Mutation Entry No.815 dated 03/10/2007, it is recorded that on death of Shantabai Namdev Kalekar on 03/03/1995, the names of his legal heirs of 1) Maruti Namdeo Kalekar, 2) Santosh Namdeo Kalekar, 3) Walku Namdeo Kalekar, 4) Meena Mohan Kalekar and 5) Kusum Sunil Kalekar were entered on the 7/12 extract in respect of the captioned property.
15. As per Mutation Entry No.816 dated 03/10/2007, it is recorded that on death of Sundarabai Gopal Kalekar on 04/03/2007, the names of his legal heirs 1). Chander Gopal Kalekar, 2) Sakham Gopal Kalekar, 3) Kashinath Gopal Kalekar and 4) Balaram Gopal Kalekar was entered on 7/12 extract in respect of the captioned property.
16. As per Mutation Entry No. 817 dated 03/10/2007, it is recorded that on death of Maruti Namdeo Kalekar, the names of his legal heirs 1) Sunita Maruti Kalekar, 2) Janhavi Maruti Kalekar and 3) Jeet Maruti Kalekar were entered on 7/12 extract in respect of the captioned properties.
17. By a Deed of Rectification dated 01/06/2010 executed and registered under No.KLN-1-4403/2010 by and between Mahavir Build Estate Private Limited as the Party of the One Part and 1) Kashinath Gopal Kalekar, 2) Balaram Gopal Kalekar, 3) Kusum Namdev Kalekar, 4) Sakham Gopal Kalekar, 5) Shantibai Namdev Kalekar, 6) Nilam Namdev Kalekar, 7) Chander Gopal Kalekar, 8) Milan alias Meenabai Namdev Kalekar, 9) Santosh Namdev Kalekar, 10) Walku Namdev Kalekar, 11) Janhavi Maruti Kalekar, 12) Jeet Maruti Kalekar and 13) Sunita Maruti Kalekar as the Party of the Other Part



whereunder discrepancy in the Deed of Conveyance as to Survey No.32/A has been rectified as Survey No.32/2A.

18. By Order No. TNC-2707/PRA.KR.314/L-9 dated 26/12/2007 r/w revalidation letters dated 18/06/2009, 04/08/2010, 30/11/2011 thereto, the Competent Authority, Department of Revenue and Forest has granted permission under section 63 (1A) of Sub-Section (1) under Bombay Tenancy and Agricultural Land Act, 1948 as amended to M/s. Lodha Dwellers Pvt. Ltd., for acquisition of Land in Talukas Kalyan, Ambernath and Thane in District Thane for the purpose of development of Special Township Project subject to the terms and conditions set out therein.
19. On the basis of the findings included in this report, I am of the opinion that the said Property is lawfully owned by Sakharam Gopal Kalekar and Others who have clear, unencumbered, and marketable title to the said property subject to the development rights granted in favour of Mahavir Build Estate Private Limited.
20. Pursuant thereto, by letter dated 19th June, 2013 Environmental Department has issued clearance to develop the said land by constructing building thereon on the terms and conditions stated therein.
21. By a Power of Attorney dated 4th May, 2011 executed by Mahavir Build Estate Private Limited in favour of Lodha Dwellers Private Limited conferring upon them powers and authorities to carry out development of the said Property and also do all acts, matters, deeds and things in connection therewith.
22. By Deed of Declaration/Supplementary Agreement executed by Mahavir Build Estate Private Limited (Company) and registered under No.KLN1-5588/2013 in favour of Lodha Dwellers Private Limited (LDPL) inter alia declaring that LDPL is 100% holding Company of Mahavir Build Estate Private Limited and shall develop the said Property along with contiguous owned by LDPL in terms thereof.
23. By Deed of Declaration/Supplementary Agreement executed by Mahavir Build Estate Private Limited (**Company**) and registered under No.KLN1-5588/2013 in favour of Lodha Dwellers Private Limited (LDPL) inter alia declaring that LDPL is 100% holding Company of Mahavir Build Estate Private Limited and shall develop the said Property along with contiguous owned by LDPL in terms thereof.
24. Lodha Dwellers Private Limited have envisaged to develop the said Special Township Project under Special Planning Authority viz. MMRDA constituted under Section 40 of Maharashtra Regional and Town Planning Act, 1966 ("**MRTP Act**") as provided in Section 18 and 44 of the MRTP Act in respect of the land acquired and owned by them as well as Mahavir Build Estate Private Limited in Village Khoni, Taluka Kalyan, District Thane and applied for necessary sanction under the aforesaid notifications. Accordingly, the Desk Officer – Town Planning Department, Government of Maharashtra issued Notification dated 3rd March 2014 to accord sanction to the Special Township



Project in respect of the land more particularly described in Schedule – A to the said Notification which includes the said Property.

25. Pursuant thereto, the land under scheme of development has been notified and as such final sanction by an Order dated 28th March 2014 is granted in respect of the development of their said land of Village Khoni under Special Township Project by Project name Palava -2.
26. It is peremptorily to be noted that vide Notification dated 1st January 2014 published in Official Gazette by Urban Development Department, Government of Maharashtra for Special Township Project under provision of MRTP Act, provides for certain special concessions such as NA Permission, stamp duty, development charge, relaxation under Bombay Tenancy and Agricultural Land Act and Ceiling Limit for holding land etc. With regards to N.A. permission, it states that non-agriculture use of the land shall be automatic under Special Township Project. In other words, land under Special Township Project shall be deemed to have been converted to non-agricultural use and no separate permission shall be required thereafter and will be assessed from the date of sanction accordingly.
27. On the basis of the findings included in this report and subject to what is stated hereinabove, I am of the opinion that, Mahavir Build Estate Private Limited, pursuant to the Agreement for Sale, Powers of Attorney, Deed of Conveyance and Rectification Deed executed by Sakham Gopal Kalekar and Others in favour of Mahavir Build Estate Private Limited and Power of Attorney and Deed of Declaration / Supplementary Agreement referred in Clause No.21 and 22 hereinabove, Lodha Dwellers Private Limited have complete development rights in respect of the said property.

THE SCHEDULE ABOVE REFERRED TO:

Property bearing

Survey No	Hissa No	Area (sq. mtrs.)
32	2A	3640
32	7	1870
	Total	5510

**in aggregate admeasuring 5510 sq mtrs or thereabouts
situate at Village Khoni, Taluka Kalyan, District Thane.**

Dated this 06th day of May, 2014.


(Pradip Garach)
Advocate High Court Bombay

File No.61

REPORT ON TITLE

Lodha Dwellers Pvt. Ltd.

(ex-parte)

Re: Property bearing

Survey No	Hissa No	Area (sq. mtrs.)
32	9	1720
35	3	230
35	2	550
32	2B	7300

**in aggregate admeasuring 9800 sq mtrs or thereabouts
situate at Village Khoni, Taluka Kalyan, District Thane.**

1. I have prepared this Title Opinion in respect of the above property (the "**Said Property**") on the basis of the revenue records namely 7/12 extract and 6/12 extract issued by Talathi and documents of transactions thereto, produced before me for my inspection for my perusal and information and explanation gathered by me. I observe as under.
2. For the purpose of my title opinion, I have
 - (a) reviewed certified true copies of the relevant documents viz. Deed of Conveyance, and other documents evidencing the rights or interests of M/s. Lodha Dwellers Pvt. Ltd.;
 - (b) caused to make enquiries at the concerned Land Revenue Officer located at Village and Taluka levels with respect to land records from this date, going back 30 years;
 - (c) verified that adequate stamp duty has been paid in respect of the Conveyance Deed or other documents transferring title, rights or interest over the abovementioned property and on the basis of the above, I have found that
3. The mutation records maintained at the Talathi and Tahsildar's Office reflect the names of Lodha Dwellers Private Limited as the Owners of the said Property as on the date of this certificate.

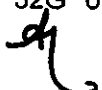
Survey No.32/9

4. Mutation Entry No.107 dated 10/08/1939 is not relevant to the said Property.

5. Mutation Entry No.147 is not relevant to the said Property.
6. As per Mutation Entry No.199 dated 18/09/1953, it is recorded that the name of Arjun Dhondu Farad was entered as a protected tenant under Section 3A of the Bombay Tenancy and Agricultural Lands Act, 1948 in respect of the said Property belonged to Raghunath Shankar Avati.
7. As per Mutation Entry No.349 pursuant to the Order dated 11/12/1963 passed by Agricultural Land Tribunal and Additional Mamlatdar Kalyan u/s. 32G of Bombay Tenancy and Agricultural Land Act, 1948, the legal heir of the tenant Purchaser viz. Ganpat Arjun Farad had purchased the property bearing Survey No. 32/9 from the Land Owner Raghunath Shankar Avati for consideration of Rs.681.10 subject to provision of Section 43 of the said Act. Accordingly, the encumbrance of Rs.681.10 was entered in the other rights column of the 7/12 extract of the said Property.
8. The Mutation Entry No. 389 dated 09/12/1970 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957.
9. As per Mutation Entry No.535 dated 01/09/1987, it is recorded that on death of Ganpat Arjun Farad in the year 1984, the names of his legal heirs 1) Shankar Ganpat Farad, 2) Sudam Ganpat Farad, 3) Kashinath Ganpat Farad and 4) Manjubai Bhagwan Kalokhe were entered on the 7/12 extract in respect of the said Property.
10. As per Mutation Entry No.788 dated 07/03/2007, it is recorded that on death of Sudam Ganpat Farad on 09/01/2007, the names of his legal heirs 1) Jijabai Sudam Farad, 2) Kamal Arjun Farad, 3) Jayshree Ganesh Kalokhe, 4) Seema Sudam Farad, 5) Babli Sudam Farad (minor), 6) Barki Sudam Farad (minor), 7) Amol Sudam Farad (minor) were entered on the 7/12 extract in respect of the said Property.

Survey No.35/3, 35/2

11. As per Mutation Entry No.174 dated 10/04/1947, it is recorded that on 21/01/1947 Parshuram Laxman Sarkhode had purchased the said Property from Ganpat Arjun Farad for consideration of Rs.500/-.
12. As per Mutation Entry No.193 the said Property have been declared as fragment.
13. As per Mutation Entry No.267 dated 30/09/1957, it is recorded that as Ganpat Arjun Farad was cultivating the said Property belonged to Parshuram Laxman Sarkhode, therefore the name of Ganpat Arjun Farad was entered as a protected tenant in respect of the said Property under Section 3A of the Bombay Tenancy and Agricultural Lands Act, 1948.
14. As per Mutation Entry No.360 pursuant to the Order No.7 dated 23/01/1964 passed by Agricultural Land Tribunal and Additional Mamlatdar Kalyan u/s. 32G of Bombay Tenancy and Agricultural Land Act, 1948, the tenant



Purchaser viz. Ganpat Arjun Farad had purchased the said Property from the Land Owner Parshuram Laxman Sarkhode for consideration of Rs.681.10 subject to provision of Section 43 of the said Act. Accordingly, the encumbrance of Rs.681.10 was entered in the other rights column of the 7/12 extract of the said Property.

15. The Mutation Entry No. 389 dated 09/12/1970 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957.
16. As per Mutation Entry No.535 dated 01/09/1987, it is recorded that on death of Ganpat Arjun Farad in the year 1984, the names of his legal heirs 1) Shankar Ganpat Farad, 2) Sudam Ganpat Farad, 3) Kashinath Ganpat Farad and 4) Manjubai Bhagwan Kalokhe were entered on the 7/12 extract in respect of the said Property.
17. As per Mutation Entry No.671 dated 16/01/1996, it is recorded on payment of purchase price by the legal heirs of Ganpat Arjun Farad, a 32M Certificate was issued.
18. As per Mutation Entry No.788 dated 07/03/2007, it is recorded that on death of Sudam Ganpat Farad on 09/01/2007, the names of his legal heirs 1) Jijabai Sudam Farad, 2) Kamal Arjun Farad, 3) Jayshree Ganesh Kalokhe, 4) Seema Sudam Farad, 5) Babli Sudam Farad (minor), 6) Barki Sudam Farad (minor), 7) Amol Sudam Farad (minor) were entered on the 7/12 extract in respect of the said Property.

Survey No.32/2B

19. As per Mutation Entry No.141 dated 25/06/1944, it is recorded that Ramchandra Ragho Mhatre had sold the portion of the said Property in favour of Parshuram Laxman Sarkhode for consideration of Rs.300/- and on terms and conditions stated therein.
20. As per Mutation Entry No.204 dated 10/04/1947, it is recorded that as Govind Balu Farad was cultivating the portion of the Property bearing Survey No.32/2 Part (now 32/2B) belonged to Parshuram Laxman Sarkhode, therefore the name of Govind Balu Farad was entered as a protected tenant under Section 3A of the Bombay Tenancy and Agricultural Lands Act, 1948 in respect of the portion of the said Property bearing Survey No.32/2 Part (now 32/2B).
21. As per Mutation Entry No.269 dated 30/09/1957, it is recorded that although the name of Arjun Dharma Farad was entered as Kul in respect of the portion of the said Property belonged to Anandi Dhondu Dabhane, since Ganpat Arjun Farad was cultivating the portion of the Property bearing Survey No.32/2 Part from 1955-56 belonged to Anandi Dhondu Dabhane, the name of Ganpat Arjun Farad was entered as a protected tenant under Section 3A of the Bombay Tenancy and Agricultural Lands Act, 1948. Under this entry portion of the Property referred is another part of Property bearing Survey No.32/2 which is not forming a part of this transaction.

22. As per Mutation Entry No.360 pursuant to the Order No.7 dated 23/01/1964 passed by Agricultural Land Tribunal and Additional Mamlatdar Kalyan u/s. 32G of Bombay Tenancy and Agricultural Land Act, 1948, the tenant Purchaser viz. Ganpat Arjun Farad had purchased the portion of the said Property i.e. Survey No.32/2 Part (now 32/2B) from the Land Owner Parshuram Laxman Sarkhode for consideration of Rs.681.10 subject to provision of Section 43 of the said Act. Accordingly, the encumbrance of Rs.681.10 was entered in the other rights column of the 7/12 extract of the said Property.
23. The Mutation Entry No. 389 dated 09/12/1970 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957.
24. As per Mutation Entry No.535 dated 01/09/1987, it is recorded that on death of Ganpat Arjun Farad in the year 1984, the names of his legal heirs 1) Shankar Ganpat Farad, 2) Sudam Ganpat Farad, 3) Kashinath Ganpat Farad and 4) Manjubai Bhagwan Kalokhe were entered on the 7/12 extract in respect of the said Property.
25. As per Mutation Entry No.788 dated 07/03/2007, it is recorded that on death of Sudam Ganpat Farad on 09/01/2007, the names of his legal heirs 1) Jijabai Sudam Farad, 2) Kamal Arjun Farad, 3) Jayshree Ganesh Kalokhe, 4) Seema Sudam Farad, 5) Babli Sudam Farad (minor), 6) Barki Sudam Farad (minor), 7) Amol Sudam Farad (minor) were entered on the 7/12 extract in respect of the said Property.
26. By Deed of Conveyance dated 28/02/2011 executed and registered under No.KLN-1-1902/2011 by 1) Shankar Ganpat Farad, 2) Kashinath Ganpat Farad, 3) Kamal Arjun Kadam, 4) Jayshree Ganesh Kalokhe, 5) Seema Sudam Farad, 6) Babli Sudam Farad (minor), 7) Barki Sudam Farad (minor), 8) Amol Sudam Farad (minor), 9) Jijabai Sudam Farad, 10) Manjubai alias Manjulabai Bhagwan Kalokhe as the Vendors of the One Part in favour of Lodha Dwellers Private Limited as the Purchaser of the Other Part whereunder the said Vendors sold and conveyed the said Property to Lodha Dwellers Private Limited for consideration and on terms, covenants and conditions stated therein subject to permission under section 43 of the Bombay Tenancy and Agricultural Land Act, 1948.
27. By a Power of Attorney dated 28/02/2011 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No.111 of 2011, the said Shankar Ganpat Farad and Others have granted unto Mr. Rajendra Lodha and 2 Others of M/s. Lodha Dwellers Pvt. Ltd. powers and authorities to develop the said property and to do other acts deeds matters and things in connection therewith.
28. By a Deed of Confirmation dated 20/04/2012 executed and registered under No.KLN5-1245/2012 with the sub-Registrar of Assurances at Kalyan by 1) Shankar Ganpat Farad, 2) Kashinath Ganpat Farad and 3) Manjubai alias Manjulabai Bhagwan Kalokhe in favour of Lodha Dwellers Private Limited



confirming and ratifying the Deed of Conveyance dated 28/02/2011 hereinabove executed through their Power of Attorney holders.

29. By a Power of Attorney dated 20/04/2012 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No.30 of 2012, the said Shankar Ganpat Farad and Others have granted unto Mr. Rajendra Lodha and 2 Others of M/s. Lodha Dwellers Pvt. Ltd. powers and authorities to develop the said property and to do other acts deeds matters and things in connection therewith.
30. By Order No. TNC-2707/PRA.KR.314/L-9 dated 26/12/2007 r/w revalidation letters dated 18/06/2009, 04/08/2010, 30/11/2011 and 28/02/2014 thereto, the Competent Authority, Department of Revenue and Forest has granted permission under section 63 (1A) of Sub-Section (1) under Bombay Tenancy and Agricultural Land Act, 1948 as amended to M/s. Lodha Dwellers Pvt. Ltd., for acquisition of Land in Talukas Kalyan, Ambernath and Thane in District Thane for the purpose of development of Special Township Project subject to the terms and conditions set out therein.
31. On the basis of the findings included in this report, I am of the opinion that the said Property is lawfully owned by Shankar Ganpat Farad and Others who have clear, unencumbered, and marketable title to the said property subject to the development rights granted in favour of Lodha Dwellers Private Limited.
32. Lodha Dwellers Private Limited have envisaged to develop the said Special Township Project under Special Planning Authority viz. MMRDA constituted under Section 40 of Maharashtra Regional and Town Planning Act, 1966 ("MRTP Act") as provided in Section 18 and 44 of the MRTP Act in respect of the land acquired and owned by them as well as Mahavir Build Estate Private Limited in Village Khoni, Taluka Kalyan, District Thane and applied for necessary sanction under the aforesaid notifications. Accordingly, the Desk Officer – Town Planning Department, Government of Maharashtra issued Notification dated 3rd March 2014 to accord sanction to the Special Township Project in respect of the land more particularly described in Schedule – A to the said Notification which includes the said Property.
33. Pursuant thereto, the land under scheme of development has been notified and as such final sanction by an Order dated 28th March 2014 is granted in respect of the development of their said land of Village Khoni under Special Township Project by Project name Palava -2.
34. It is peremptorily to be noted that vide Notification dated 1st January 2014 published in Official Gazette by Urban Development Department, Government of Maharashtra for Special Township Project under provision of MRTP Act, provides for certain special concessions such as NA Permission, stamp duty, development charge, relaxation under Bombay Tenancy and Agricultural Land Act and Ceiling Limit for holding land etc. With regards to N.A. permission, it states that non-agriculture use of the land shall be automatic under Special Township Project. In other words, land under Special Township Project shall be deemed to have been converted to non-



agricultural use and no separate permission shall be required thereafter and will be assessed from the date of sanction accordingly.

35. On the basis of the findings included in this report and subject to what is stated hereinabove, I am of the opinion that, Lodha Dwellers Private Limited, pursuant to the Power of Attorney, Deed of Conveyance executed by Shankar Ganpat Farad and Others in favour of Lodha Dwellers Private Limited, are entitled to the said property as an absolute owner thereof and have complete development rights in respect of the said property.

THE SCHEDULE ABOVE REFERRED TO:

Property bearing

Survey No	Hissa No	Area (sq. mtrs.)
32	9	1720
35	3	230
35	2	550
32	2B	7300

**in aggregate admeasuring 9800 sq mtrs or thereabouts
situate at Village Khoni, Taluka Kalyan, District Thane.**

Dated this 06th day of May, 2014.



(Pradip Garach)
Advocate High Court Bombay

File No. 23

REPORT ON TITLE

M/s Mahavir Build Estate Pvt. Ltd.

(Ex-parte)

Re: Property bearing

Survey No	Hissa No	Area (sq mtrs)
33	A	780
32	2D	3640
36	3	450
141	4A	1400


**in aggregate admeasuring 6270 sq mtrs or thereabouts
situate at Village Khoni, Taluka Kalyan District Thane.**

1. I have prepared this Title Opinion in respect of the above property (the "**Said Property**") on the basis of the revenue records namely 7/12 extract for the year 2007-08 and 6/12 extract issued by Talathi and documents of transactions thereto, produced before me for my inspection for my perusal and information and explanation gathered by me. I observe as under.
2. For the purpose of my title opinion, I have
 - (a) reviewed certified true copies of the relevant documents viz. Agreement for Sale, Deed of Conveyance and other documents evidencing the rights or interests of M/s. Mahavir Build Estate Pvt. Ltd.;
 - (b) caused to make enquiries at the concerned Land Revenue Officer located at Village and Taluka levels with respect to land records from this date, going back 30 years;
 - (c) verified that adequate stamp duty has been paid in respect of the Agreement for Sale and Conveyance Deed or other documents transferring title, rights or interest over the abovementioned property and on the basis of the above, I have found that
3. The mutation records maintained at the Talathi and Tahsildar's Office reflect the names of 1) Shankar Ganpat Farad, 2) Kashinath Ganpat Farad, 3) Jijabai Sudam Farad, 4) Kamal Arjun Kadam, 5) Jayshree Ganesh Kalokhe, 6) Seema Sudam Farad, 7) Babli Sudam Farad, 8)

Barki Sudam Farad, 9) Amol Sudam Farad (Sr. No. 7 to 9 being minors through their mother Jijabai Sudam Farad, 10) Gangubai Bhagwan Kalokhe as the Owners of the said Properties as on the date of this certificate.

4. Mutation Entry No. 85 dated 05/02/1935 Anandibai Dhondu Dhabhane had purchased the portion of the property bearing S.No. 32/2, 33 and 141/4 from Arjun Dhondu Farad.
5. Mutation Entry No. 167 is not relevant to the said property.
6. As per Mutation Entry No. 174 dated 10/04/1947 one Parshuram Laxman Sorkhade had purchased the property bearing Survey No. 36/3 on 21/01/1947 from Ganpat Arjun Farat for a consideration of Rs.500/-.
7. As per Mutation Entry No. 193 the property bearing S.No. 33A, 32/2D and 36/3 have been declared fragments.
8. As per Mutation Entry No. 353 undated pursuant to the Order bearing No. 22 dated 22/01/1964 under Section 32 G of Bombay Tenancy and Agriculture Land Act, 1948 passed by Land Tribunal & Additionnal Mamlatdar, Kalyan, the tenant purchaser viz. Ganpat Arjun Farad purchased the portion of the said property from Anandi Dhondu Dabthane bearing Survey No. 32/2P, 33P & 141/4P subject to permission under Section 43 of the said Act.
9. As per Mutation Entry No. 360 pursuant to the Order bearing No. 7 dated 23/01/1964 under Section 32G of Bombay Tenancy and Agriculture Land Act, 1948 passed by Land Tribunal & Additionnal Mamlatdar, Kalyan, the tenant purchaser viz. Ganpat Arjun Farad had purchased the said property bearing Survey No. 36/3 and 32/2P from Kabjedar Parshuram Laxman Sorkhade for consideration of Rs. 681.04 to be payable in instalment before 11/12/1975 subject to permission under Section 43 of the said Act.
10. The Mutation Entry No. 389 dated 09/12/1970 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957.
11. As per Mutation Entry No. 535 dated 01/09/1987 on death of Ganpat Arjun Farad the names of his legal heirs 1) Shankar Ganpat Farad, 2) Sudam Ganpat Farad, 3) Kashinath Ganpat Farad and 4) Mangubai Bhagwan Kalokhe were entered in the 7/12 extract in respect of property bearing Survey No. 36/3 and 32/2P.
12. As per Mutation Entry No. 669 dated 16/01/1996 legal heirs of Ganpat Arjun Farad who was a tenant Purchaser under Mutation Entry No.353 had paid off price of Rs.371.30 to the landowner Anandibai Dhondu

Dhabhane in respect of property bearing No. 32/2P, 33P & 141/4P as per the said mutation entry.

13. As per Mutation Entry No. 671 dated 16/01/1996 legal heirs of Ganpat Arjun Farad who was a tenant Purchaser under Mutation Entry No.360 had paid off price of Rs.681.04 to the landowner Parshuram Laxman Sorkhade in respect of property bearing S.No. 36/3 and 32/2P as per the said mutation entry.
14. Mutation Entry No. 788 it appears that on the death of Sudam Ganpat Farad his legal heirs 1) Jijabai Sudam Farad, 2) Kamal Arjun Kadam, 3) Jayshree Ganesh Kalokhe, 4) Seema Sudam Farad, 5) Babli Sudam Farad, 6) Barki Sudam Farad and 7) Amol Sudam Farad (5 to 7 are minors and represented by their mother and natural guardian Jijabai Sudam Farad) were entered on 7/12 extract in respect of the said property.
15. By an Agreement for Sale dated 11/10/2007 executed between M/s. Mahavir Build Estate Pvt. Ltd., of the First Part and 1) Shankar Ganpat Farad, 2) Kashinath Ganpat Farad, 3) Mangubai Bhagwan Kalokhe, 4) Jijabai Sudam Farad, 5) Kamal Arjun Kadam, 6) Jayshree Ganesh Kalokhe, 7) Seema Sudam Farad, 8) Babli Sudam Farad, 9) Barki Sudam Farad and 9) Amol Sudam Farad of the Second Part and 1) Hira Rama Madhvi and 2) Dnyaneshwar Godlya Sante, Confirming Party of the Third Part, registered under No. KLN3-5606-2007 dated 11/10/2007 with Sub-Registrar Kalyan and the said Shankar Ganpat Farad others have agreed to sell the said property to M/s. Mahavir Build Estate Pvt. Ltd. and have also granted development rights in respect of said property to M/s. Mahavir Build Estate Pvt. Ltd. subject to the terms and conditions set out therein.
16. By a Power of Attorney dated 11/10/2007 and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No.KLN3-5607/2007 dated 11/10/2007 the said Shankar Ganpat Farad and others have granted M/s. Mahavir Build Estate Pvt. Ltd. the rights to develop the said property and to do other acts deeds matters and things in respect of the said property.
17. By a Power of Attorney for Conveyance dated 11/10/2007 and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. KLN4-5608/2007 on 11/10/2007, the said Shankar Ganpat Farad and others have granted unto 1) Abhisheck Mangalprabhat Lodha and 2) Abhinandan Mangalprabhat Lodha, representatives of M/s. Mahavir Build Estate Pvt. Ltd. the rights to convey the said property on terms and conditions as mentioned therein. 

18. By Indenture of Conveyance dated 28/05/2008 (annexed thereto Power of Attorney) executed and registered under No. KLN3-00888-2008 with Sub-Registrar Kalyan-3 on 28/05/2008 by 1) Shankar Ganpat Farad, 2) Kashinath Ganpat Farad, 3) Jijabai Sudam Farad, 4) Kamal Arjun Kadam, 5) Jayshree Ganesh Kalokhe, 6) Seema Sudam Farad, 7) Babli Sudam Farad, 8) Barki Sudam Farad, 9) Amol Sudam Farad (Sr. No. 7 to 9 being minors through their mother Jijabai Sudam Farad, 10) Gangubai Bhagwan Kalokhe as Vendors of the First Part, 1) Hira Rama Madhvi and 2) Dnyandeo Godlya Sante as Confirming Parties of the Second Part and in favour of M/s. Mahavir Build Estate Pvt. Ltd. as Purchasers of the Third Part, the Vendors along with the confirmation of the Confirming Party sold, conveyed transferred and assured to the said Purchasers the said Property for valuable consideration and on terms, covenants and conditions stated therein subject to permission under section 43 of the Bombay Tenancy and Agricultural Lands Act, 1948.
19. By Order No. TNC-2707/PRA.KR.316/L-9 dated 26/12/2007 r/w revalidation letter dated 11/06/2009 thereto, the Competent Authority, Department of Revenue and Forest has granted permission under section 63 (1A) of Sub-Section (1) under Bombay Tenancy and Agricultural Land Act, 1948 as amended to M/s. Mahavir Build Estate Private Ltd., for acquisition of Land in Talukas Kalyan and Thane in District Thane for the purpose of development of Special Township Project subject to the terms and conditions set out therein.
20. Under Order No. Revenue/K-1/T-1/NAP/SR-181/2008 dated 22/09/2008, save and except Property bearing S.No. 36/3 the other captioned Properties have been converted to Non-Agricultural use on terms and conditions stated therein.
21. On the basis of the findings included in this report, I am of the opinion that the said Property is lawfully owned by Shankar Ganpat Farad and Others, who have clear, unencumbered, and marketable title to the said property subject to the development rights granted in favour of M/s. Mahavir Build Estate Pvt. Ltd.
22. On the basis of the findings included in this report and subject to what is stated hereinabove, I am of the opinion that, M/s. Mahavir Build Estate Pvt. Ltd., pursuant to the Agreement for Sale, and the Power of Attorney and Deed of Conveyance executed by Shankar Ganpat Farad and Others in favour of M/s. Mahavir Build Estate Pvt. Ltd., are entitled to the said property as an absolute owner thereof and have complete development rights in respect of the said property.

THE SCHEDULE ABOVE REFERRED TO:

Property bearing

Survey No	Hissa No	Area (sq mtrs)
33	A	780
32	2D	3640
36	3	450
141	4A	1400

in aggregate admeasuring 6270 sq mtrs or thereabouts situate
at Village Khoni Taluka Kalyan District Thane.

Dated this 07th day of May, 2011.


(Pradip Garach)
Advocate High Court Bombay

File No.108

REPORT ON TITLE

M/s. Lodha Dwellers Pvt. Ltd.

(ex-parte)

Re: Property bearing


Survey No	Hissa No	Area (sq. mtrs.)
32	8A	4490
32	10	2920
143	3	3000
	Total	10410

**in aggregate admeasuring 10410 sq mtrs or thereabouts
situate at Village Khoni, Taluka Kalyan, District Thane.**

1. I have prepared this Title Opinion in respect of the above property (the "Said Property") on the basis of the revenue records namely 7/12 extract and 6/12 extract issued by Talathi and documents of transactions thereto, produced before me for my inspection for my perusal and information and explanation gathered by me. I observe as under.
2. For the purpose of my title opinion, I have
 - (a) reviewed certified true copies of the relevant documents viz. Deed of Conveyance and other documents evidencing the rights or interests of M/s. Lodha Dwellers Pvt. Ltd.;
 - (b) caused to make enquiries at the concerned Land Revenue Officer located at Village and Taluka levels with respect to land records from this date, going back 30 years;
 - (c) verified that adequate stamp duty has been paid in respect of the Conveyance Deed or other documents transferring title, rights or interest over the abovementioned property and on the basis of the above, I have found that
3. The mutation records maintained at the Talathi and Tahsildar's Office reflect the names of Lodha Dwellers Private Limited and Achyut Gopal Bhagat as the Owners of the said Properties as on the date of this certificate.

Survey No.32/8A



4. Mutation Entry 84 is not relevant to the said Property.
5. As per Mutation Entry No.153 dated 10/05/1945, it is recorded that on 06/03/1945 Baglya Ragho had purchased the said Property bearing Survey No.32/8 from Kalu Dama Jumare for Rs.560/-. Under the said Mutation Entry, the concerned revenue officer had issued a notice to Radhibai Ramchandra Jumare for reply in respect of the said transaction. It appears that the said transaction was cancelled.
6. As per Mutation Entry No.219 dated 18/09/1953, it is recorded that the name of Bhiwa Dharma was entered as protected tenant in respect of the said Property belonged to Radhibai Ramchandra Jumare.
7. As per Mutation Entry No.260 dated 30/09/1957, it is recorded that since Baglya Ragho was cultivating the said Property from 1955-56 his name was entered as simple tenant in respect of the said Property. Thus, the protected tenancy came to be converted into simple tenancy in respect of the said Property belonging to Radhibai Ramchandra Jumare and 2 Others.
8. As per Certificate issued by Talathi Saja on 01/09/1993 Mutation Entry No.295 is not available.
9. As per Certificate issued by Talathi Saja on 23/01/2013 Mutation Entry No.297 is not available.
10. As per Mutation Entry No.371 dated 17/11/1965, it is recorded that on 31/01/1964 as per Order bearing No.ALT-Case No.I-20 the name of Baglya Ragho was confirmed as kul and the name of earlier owner Kashinath, Manglya, Bhagirathi Kalu Jumare were entered on the 7/12 extract in respect of the said Property.
11. As per Mutation Entry No.508 dated 15/04/1984, it is recorded that on 25/01/1984 Gopal Tukaram Bhagat had purchased the portion of the Property bearing Survey No.32/8 Part from 1) Maruti Ragho Mhatre, 2) Keshav Baglya Mhatre, 3) Dattu Baglya Mhatre, 4) Sevak Kathod Mhatre for Rs.6000/- only and therefore the name of Gopal Tukaram Bhagat was entered on the portion of the Property bearing Survey No.32/8 Part thereby deleting the name of Maruti Ragho Mhatre and Others.
12. As per Mutation Entry No.509 dated 15/04/1984, it is recorded that on death of Kathod Baglya Mhatre, the name of his legal heir Sevak Kathod Mhatre was entered on the 7/12 extract in respect of the said Property. 

13. As per Mutation Entry No.602 dated 24/08/1991, it is recorded that on death of Gopal Tukaram Bhagat around 3 years back, the names of his legal heirs 1) Achyut Gopal Bhagat and 2) Arun Gopal Bhagat were entered on the 7/12 extract in respect of the Property bearing Survey No.32/8 Part.
14. As per Mutation Entry No.933 dated 11/05/2009, it is recorded that on 23/04/2009 Chandan Arun Bhagat had purchased the said Property bearing Survey No.32/8A from Arun Gopal Bhagat and for consideration.

Survey No.32/10

15. As per Mutation Entry No.308 dated 01/07/1962, it is recorded that on 02/01/1962, Pandurang Shivram Kathavale had purchased the said Property from 1) Vithu Nathu Farad for himself and as a guardian of his minor sons 1) Devu Vithu Farad, 2) Shantaram Vithu Farad and 3) Balkrishna Vithu Farad for valuable consideration.
16. The Mutation Entry No. 389 dated 09/12/1970 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957.
17. As per Mutation Entry No.498 dated 15/12/1982, it is recorded that on 18/06/1982, Pandurang Shivram Kathavale had sold and conveyed the said Property in favour of Gopal Tukaram Bhagat for consideration of Rs.5000/-.
18. As per Mutation Entry No.602 dated 24/08/1991, it is recorded that on death of Gopal Tukaram Bhagat around 3 years back, the names of his legal heirs 1) Achyut Gopal Bhagat, 2) Arun Gopal Bhagat were entered on the 7/12 extract in respect of the said Property.
19. As per Mutation Entry No.933 dated 11/05/2009, it is recorded that on 23/04/2009 Arun Gopal Bhagat with the confirmation of Achyut Gopal Bhagat sold and conveyed the said Property in favour of Chandan Arun Bhagat for valuable consideration.

Survey No.143/3

20. As per Mutation Entry No.192 dated 28/06/1952, it is recorded that on death of Shivram Krishna Kathavale on 14/01/1952, the names of his legal heirs 1) Maruti, 2) Atmaram, 3) Pandurang, 4) Gopinath and 5) Kundalik were entered on the 7/12 extract in respect of the said Property.

21. As per Mutation Entry No.193 dated 20/09/1952, it is recorded that the said Property have been declared as fragment reflecting the name of Shivram Krishna Kathavale.
22. As per Mutation Entry No.211 dated 18/09/1953, it is recorded that the name of Daji Jaitu was entered as a tenant on the 7/12 extract in respect of the said Property belonged to Maruti Shivram Kathavale.
23. As per Mutation Entry No.273 dated 30/09/1957, it is recorded that since Gopal Maruti Kalokhe was cultivating the said Property from 1955-56 his name was entered as simple tenant in respect of the said Property. Thus, the protected tenancy came to be converted into simple tenancy in respect of the said Property.
24. As per Mutation Entry No.347 dated 28/05/1965, it is recorded that on enquiry by Agricultural Tribunal and Additional Mamlatdar, Kalyan passed an Order No.4 whereby name of Gopal Maruti Kalokhe (Kul) was ordered to be deleted from the 7/12 extract in respect of the said Property admeasuring 2900 sq. mtrs.
25. The Mutation Entry No. 389 dated 09/12/1970 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957.
26. Mutation Entry No.473 dated 05/10/1977 is not relevant to the said Property.
27. As per Mutation Entry No.491 dated 25/11/1981, it is recorded that on 20/08/1981 Maruti Shivram Kathavale, Pandurang Shivram Kathavale and Dhondu Buwaji Farad had sold and conveyed the said Property in favour of 1) Achyut Gopal Bhagat, 2) Arun Gopal Bhagat for valuable consideration.
28. As per Mutation Entry No.933 dated 11/05/2009, it is recorded that on 23/04/2009 Arun Gopal Bhagat with the confirmation of Achyut Gopal Bhagat sold and conveyed the portion of the said Property in favour of Chandan Arun Bhagat for valuable consideration.
29. By Indenture of Conveyance dated 15/05/2013 executed and registered under No. KLN1-3642-2013 with Sub-Registrar Kalyan on 15/05/2013 by Chandan Arun Bhagat as the Vendor of the One Part in favour of Lodha Dwellers Pvt. Ltd. as Purchasers of the Other Part, the said Vendor has sold, conveyed transferred and assured to the said Purchasers the portion of the said Property for valuable consideration and on terms, covenants and conditions stated therein. The said fact is recorded under Mutation Entry No.1192.

30. By a Power of Attorney dated 15/05/2013 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No.212 of 2013, the said Chandan Arun Bhagat have granted unto Rajendra Lodha of M/s. Lodha Dwellers Pvt. Ltd. powers and authorities to develop the said property and to do other acts deeds matters and things in connection therewith.
31. By another Indenture of Conveyance dated 06/03/2014 executed and registered under No. KLN1-1853-2014 with Sub-Registrar Kalyan on 06/03/2014 by Achyut Gopal Bhagat as the Vendor of the One Part in favour of Lodha Dwellers Pvt. Ltd. as Purchasers of the Other Part, the said Vendor has sold, conveyed transferred and assured to the said Purchasers the balance portion of the Property for valuable consideration and on terms, covenants and conditions stated therein.
32. By a Power of Attorney dated 06/03/2014 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No.1854 of 2014, the said Achyut Gopal Bhagat have granted unto Rajendra Lodha of M/s. Lodha Dwellers Pvt. Ltd. powers and authorities to develop the said property and to do other acts deeds matters and things in connection therewith.
33. On the basis of the findings included in this report, I am of the opinion that the said Property is lawfully owned by Vitthal Santu Kalan and Others, who have clear, unencumbered, and marketable title to the said property subject to the development rights granted in favour of Lodha Dwellers Pvt. Ltd.
34. Lodha Dwellers Private Limited have envisaged to develop the said Special Township Project under Special Planning Authority viz. MMRDA constituted under Section 40 of Maharashtra Regional and Town Planning Act, 1966 ("**MRTP Act**") as provided in Section 18 and 44 of the MRTP Act in respect of the land acquired and owned by them as well as Mahavir Build Estate Private Limited in Village Khoni, Taluka Kalyan, District Thane and applied for necessary sanction under the aforesaid notifications. Accordingly, the Desk Officer – Town Planning Department, Government of Maharashtra issued Notification dated 3rd March 2014 to accord sanction to the Special Township Project in respect of the land more particularly described in Schedule – A to the said Notification which includes the said Property bearing Survey No.32/8A and 32/10.
35. Pursuant thereto, the land under scheme of development has been notified and as such final sanction by an Order dated 28th March 2014

is granted in respect of the development of their said land of Village Khoni under Special Township Project by Project name Palava -2.

36. It is peremptorily to be noted that vide Notification dated 1st January 2014 published in Official Gazette by Urban Development Department, Government of Maharashtra for Special Township Project under provision of MRTP Act, provides for certain special concessions such as NA Permission, stamp duty, development charge, relaxation under Bombay Tenancy and Agricultural Land Act and Ceiling Limit for holding land etc. With regards to N.A. permission, it states that non-agriculture use of the land shall be automatic under Special Township Project. In other words, land under Special Township Project shall be deemed to have been converted to non-agricultural use and no separate permission shall be required thereafter and will be assessed from the date of sanction accordingly.
37. On the basis of the findings included in this report and subject to what is stated hereinabove, I am of the opinion that, Lodha Dwellers Private Limited, pursuant to the Deed of Conveyance executed by Anubai Dattu Farad and Others, Lodha Dwellers Private Limited are entitled to the said Property as absolute owner thereof and carry out development on the said Property.

THE SCHEDULE ABOVE REFERRED TO:

Property bearing

Survey No	Hissa No	Area (sq. mtrs.)
32	8A	4490
32	10	2920
143	3	3000
	Total	10410

**admeasuring 10410 sq mtrs or thereabouts situate
at Village Khoni, Taluka Kalyan, District Thane.**

Dated this 06th day of May, 2014.



(Pradip Garach)
Advocate High Court Bombay

K. P. MAHAJAN

B.A.L.L.B.

ADVOCATE HIGH COURT

Office : 202, Ishan Building, M. Phule Road, Vishnu Nagar, Dombivali (W)

☎ : 0251 - 2497195 / Mobile : 9869997652 / 9833428675

Khoni-49

REPORT ON TITLE

Palava Dwellers Private Limited

(Ex-Parte)

Re: Property bearing

Survey No	Hissa No	Area (sq. mtrs.)
32	1	4420

Admeasuring 4420 sq. mtrs. or thereabouts situate at Village Khoni, Taluka Kalyan, District Thane (hereinafter referred to as "**said Property**").

1. On the instructions of my Clients, Palava Dwellers Private Limited (formerly known as Lodha Dwellers Pvt. Ltd.) ("**PDPL**"), I have investigated the Title of PDPL in respect of the said Property.
2. I have prepared this Title Opinion in respect of the said Property on the basis of perusal of the Revenue Records namely Village Form 7/12 Extracts (Record of Rights) and Village Form 6 (Mutation Entries) issued by the Talathi and documents relating to transactions thereto, produced before me for my inspection, information and explanation gathered by me and other documents, if any, provided to me.
3. For the purpose of preparing this Title Opinion, I have:
 - i. Reviewed copies of the relevant documents evidencing the right, title and interest of PDPL in respect of the said Property;
 - ii. Reviewed Village Extract Form 7/12 (Record of Rights) in respect of the said Property; and reviewed Village Extract Form 6 (Mutation Entries) in respect of entries recorded therein for the last 30 (thirty) years;
 - iii. I have issued Search Report dated 14/12/2015 ("**Search Report**"), pursuant to searches carried out at the office of the concerned Sub-Registrar of Assurances for the last 30 (thirty) years.
4. **Title History**
 - (a) Mutation Entry Nos. 104 and 389 do not have any adverse impact with respect to the title of the said Property.
 - (b) As per Mutation Entry No.216 dated 18/09/1953 it is recorded as Buvaji Pandu Farad was cultivating the said Property belonging to Tukaram Krishna Chaudhari, and as such the name of the said Cultivator was entered as Protected Tenant in respect the said Property under Section 3A of the Bombay Tenancy and Agricultural Lands Act, 1948.

- (c) As per Mutation Entry No. 278 dated 01/10/1957, it is recorded that by Sale Deed dated 10/04/1954, Tukaram Krishna Chaudhari sold and conveyed the said Property in favour of Maruti Shivram Kathavale for valuable consideration.
- (d) As per Mutation Entry No. 477 dated 05/10/1977, it is recorded that on the death of the said Buvaji Pandu Farad around eight years ago, names of his legal heirs viz. 1) Gangabai Buvaji Farad, 2) Kundalik Buvaji Farad, 3) Dhondu Buvaji Farad, 4) Appa Buvaji Farad, 5) Batla Buvaji Farad, were entered on 7/12 extract in respect of the said Property.
- (e) As per Mutation Entry No. 813 dated 03/10/2007 it is recorded that on the death of the said Maruti Shivram Kathavale around two years ago names of his legal heirs viz. 1) Ramchandra Maruti Kathavale, 2) Narayan Maruti Kathavale, 3) Bhanudas Maruti Kathavale, 4) Gangubai Dinanath Shirosh, were entered on 7/12 extract in respect of the said Property.
- (f) As Per Mutation Entry No. 998 dated 01/07/2010 it is recorded that on the death of the said Gangabai Buvaji Farad on 22/01/1996 names of her legal heirs viz. 1) Kundalik Buvaji Farad died without any legal heirs such as wife and children, 2) Dhondu Buvaji Farad died on 08/10/2002, a) Vithabai Dhondu Farad, b) Ramesh Dhondu Farad, c) Naresh Dhondu Farad, d) Ganpat Dhondu Farad, e) Sharad Dhondu Farad, f) Chandrakant Dhondu Farad, g) Manda Suresh Bhoir, h) Ganesh Dhondu Farad since deceased i) Geeta Ganesh Farad (for self and for Sr. Nos. ii & iii as their natural guardian, being her minor children), ii) Sagar Ganesh Farad, iii) Sameer Ganesh Farad, 4) Appa Buvaji Farad died on 10/12/1985 a) Kusum Appa Farad (deceased) b) Sandeep Appa Farad, 5) Batla Buvaji Farad, were entered on 7/12 extract in respect of the said Property.
- (g) As per Mutation Entry No.1102 dated 22/02/2012, it is recorded that pursuant to the Order No. 6/2010, dated 21/02/2012 passed by Tenancy Agriculture Land Tribunal and Additional Mamlatdar Kalyan u/s. 32G of Maharashtra Tenancy and Agricultural Lands Act, 1948 ("said Act"), the protected tenant viz. Batla Buvaji Farad and others agreed to acquire as Tenant Purchaser the said Property belonging to Ramchandra Maruti Kathavale and others, the owner thereof, for valuable consideration to be paid in installments, subject to provision of Section 43 of the said Act pursuant to which the name of the said tenant was recorded in the 7/12 extracts as occupier thereof. Thus, an encumbrance in the name of Ramchandra Maruti Kathavale and others was entered in the other rights column in respect of the said Property.
- (h) By Agreement for Sale dated 13/01/2010 ("**Agreement for Sale**") executed between Lodha Dwellers Pvt. Ltd. (therein referred to as 'Company' and hereinafter referred to as 'LDPL') and 1) Batla Buvaji Farad, 2) Vithabai Dhondu Farad, 3) Ramesh Dhondu Farad, 4) Naresh Dhondu Farad, 5) Ganpat Dhondu Farad, 6) Sharad Dhondu Farad, 7) Chandrakant Dhondu Farad, 8) Manda Suresh Bhoir, 9) Geeta Ganesh Farad (for self and for Sr. Nos. 10 & 11 as their natural guardian, being

K. P. MAHAJAN

B.A.L.L.B.

ADVOCATE HIGH COURT

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her minor children), 10) Sagar Ganesh Farad, 11) Sameer Ganesh Farad, 12) Sandeep Appa Farad, (therein referred to as 'Vendor'), registered with Sub-Registrar of Assurances at Ulhasnagar under Sr. No. KLN1-412/2010, the said Vendor therein inter alia agreed to sell the said Property to LDPL and also granted development rights in respect of said Property unto the said LDPL for the consideration and on terms and conditions more particularly set out therein.

- (i) By a Power of Attorney dated 13/01/2010 and registered with the office of the Sub Registrar of Assurances at Thane under Serial No. 16/2010, the said 1) Batla Buvaji Farad, 2) Vithabai Dhondur Farad, 3) Ramesh Dhondur Farad, 4) Naresh Dhondur Farad, 5) Ganpat Dhondur Farad, 6) Sharad Dhondur Farad, 7) Chandrakant Dhondur Farad, 8) Manda Suresh Bhoir, 9) Geeta Ganesh Farad (for self and for Sr. Nos. 10 & 11 as their natural guardian, being her minor children), 10) Sagar Ganesh Farad, 11) Sameer Ganesh Farad, 12) Sandeep Appa Farad, granted powers and authorities unto 1) Shri. Rajendra N. Lodha, 2) Shri. Bhaskar Kamat, representative of Lodha Dwellers Pvt. Ltd. authorising the said attorneys jointly and severally inter alia for the purpose of executing and admitting registration of Deed of Conveyance in their name on behalf of LDPL and to do all such acts, matters, deeds, to obtain 32G proceedings, things as more particularly provided therein.
- (j) By a Declaration dated 18/10/2011 registered under Sr. No. KLN1-10034/2011 before the Sub-Registrar of Assurances at Kalyan executed by 1) Ramchandra Maruti Kathavale, 2) Narayan Maruti Kathavale, 3) Bhanudas Maruti Kathavale, 4) Gangubai Dinanath Shirose, 5) Suresh Shantaram Kathavale in favour of Lodha Dwellers Pvt. Ltd. the said persons confirmed and ratified the transaction under the said Agreement for Sale.
- (k) By Deed of Conveyance dated 15/03/2012 ("Conveyance Deed") registered under Sr. No. KLN5-764/2012 with Sub-Registrar Kalyan, 1) Batla Buvaji Farad, 2) Vithabai Dhondur Farad, 3) Ramesh Dhondur Farad, 4) Naresh Dhondur Farad, 5) Ganpat Dhondur Farad, 6) Sharad Dhondur Farad, 7) Chandrakant Dhondur Farad, 8) Manda Suresh Bhoir, 9) Geeta Ganesh Farad (for self and for Sr. Nos. 10 & 11 as their natural guardian, being her minor children), 10) Sagar Ganesh Farad, 11) Sameer Ganesh Farad, 12) Sandeep Appa Farad (therein referred to as a 'Vendors') sold, conveyed, transferred and assured unto in favour of Lodha Dwellers Pvt. Ltd. (therein referred to as 'Purchasers'), the said Property for valuable consideration and on such terms and conditions stated therein. The Mutation Entry No.1127 dated 15/05/2012 records the above transaction and the name of LDPL was mutated in the 7/12 extracts as Owners in respect of the said Property.
- (l) By Order No. TNC-2707/PRA.KR.314/L-9 dated 26/12/2007 and revalidated from time to time as per Orders dated 28/05/2008, 18/06/2009, 04/08/2010, 26/12/2011, 28/02/2014, 24/05/2014 and 06/11/2015 thereto, the Competent Authority, Department of Revenue and Forest has granted permission under section 63 (1A) of Maharashtra

Tenancy and Agricultural Lands Act, 1948, to the said LDPL, for acquisition of lands in Talukas Kalyan, Ambernath and Thane in District Thane, for the purpose of development of Special Township Project.

- (m) Pursuant to the Fresh Certificate of Incorporation dated 6th May 2014 consequent to change of name issued by the Registrar of Companies, the name of the said Lodha Dwellers Private Limited has been changed to 'Palava Dwellers Private Limited.'

5. **Mortgage**

Microtech Construction Private Limited (Licensee) as a Borrower/First Mortgagor with confirmation of Palava Dwellers Private Limited and Mahavir Build Estate Private Limited being Second and Third Mortgagor (i.e. Co-Mortgagor) have taken credit facilities from IDBI Trusteeship Services Limited which has been secured by creation of a mortgage on certain larger parcels of land which also includes an area of 3143 sq. mts. out of the said Property which has been reflected under Indenture of Mortgage dated 28th July 2014 registered under Sr. No.TNN9-4971/2014.

6. **Searches**

I have issued the said Search Report, pursuant to searches carried out at the offices of the concerned Sub-Registrar of Assurances for the last 30 (thirty) years. It is observed that the entry regarding the said Conveyance Deed and Mortgage Deed has been duly reflected. Further, as per the Search Report, no adverse entry regarding the Property has been found during the search.

I have not caused any independent litigation searches in any courts to verify existing litigation, if any, affecting the said Property.

7. **Conclusion**

On the basis of the findings included in this report and subject to what is stated hereinabove, I am of the opinion that Palava Dwellers Pvt. Ltd are entitled to the said Property as absolute Owners thereof pursuant to the said Deed of Conveyance.

Dated this 11th day of February, 2016.



(K. P. Mahajan)

Advocate High Court Bombay