



**Mrs. SURINDER H. RAO**

B.A.LL.B.

ADVOCATE HIGH COURT

OFFICE : SHRI SAIBABA, SHOP NO.21  
COURT NAKA, BHAVANI MARKET,  
NEAR COLLECTOR OFFICE,  
THANE (W) - 400 601  
MOB.: 90040 31216



Date : 25/02/2021

**TITLE CERTIFICATE**

**TO WHOMSOEVER IT MAY CONCERN:**

I. At the instance of M/S. UNNATHI ASSOCIATES, a Partnership Firms registered under the provisions of Indian Partnership Act, 1932, having registered office at 26 Kilachand Building, 298 Princess Street, Marine Lines, Mumbai – 400 002 and administrative office at Plot No.1, Mohan Mill Compound, above Satyam Ford Showroom, Ghodbunder Road, Thane (W) 400 607 (hereinafter referred to as the "said Unnathi"), I have investigated their title

to the property more particularly described in the Sixth Schedule hereunder written (hereinafter referred to as 'the said Property');

II. I have caused/perused searches to be taken at the office of the Sub Registrar of Assurances at Thane for the last 35 years. However, on perusal of aforementioned search report, it appears that some Index of the documents registered are torn and/or not properly maintained. It must be, therefore, made clear that this opinion as regards title is subject to the limitations mentioned in Search Reports. I have also perused the documents of title and Revenue Records that were furnished to me in respect of the aforementioned properties.

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

(A) 1) One Mr. Janardan Motiram Bhoir (hereinafter referred to as 'the said Janardan') during his life time acquired the property bearing Old Survey No. 108 , New Survey No.73, Hissa No.1 admeasuring 1110 sq. mtrs., situate, lying and being at Village Owale, Tal. & Dist. Thane situate, and more particularly described in the First Schedule hereunder written (hereinafter referred to as 'the said First Property') under the provisions of the Tenancy Act and since then said Janardan possessed the said First Property.

2) The said Janardan preferred an Application bearing Case No. VR-144 under section 32G for fixation of the Purchase Price before the learned Additional Tahsildar and Agricultural Lands Tribunal, Thane against the landowners Mrs. Kanta Rasiklal Makhecha and others. The Tahsildar Thane by his order dated 22/12/71 was pleased to fix the Purchase Price of the said land and that was recorded by M.E.No.1486.

3) On payment of entire purchase price by the said Janardan, the Agricultural Land Tribunal and Additional Tahasildar, Thane granted Purchase Certificate under Sec.32M of the Tenancy Act vide No.423 on 18/08/1973. The charge of Purchase Price of original owner was removed from the other Rights Column of 7/12 extract pertaining to the said First Property and the effect thereof was reflected vide M.E. No.1549.

4) The said Janardan died intestate on 07/08/1988 leaving behind him his wife 1) Smt. Changunabai Janardan Bhoir, one son 2) Shri Sunil Janardan Bhoir and three married daughters 3) Smt. Savita Jagannath Mhatre, 4) Smt. Sarita Balkrishna Patil and 5) Smt. Sujata Ramesh Gharat (hereinafter collectively referred to as 'the Heirs of the said Janardan')



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as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

5) By and under Agreement dated 29/11/1988 registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.7098/1988 (hereinafter referred to as 'the said First Agreement'), the Heirs of the said Janardan No.1 for herself and as a natural guardian of the Heirs of the said Janardan Nos. 2 and to 5 granted development rights in respect of the said first Property to M/s. Purvi Enterprises (hereinafter referred to as 'the said Purvi') at or for the consideration and upon the terms and conditions therein contained.

6) One Kashibai Motiram Bhoir & others had filed an application bearing RTS No.58/2007 and 59/2007 before the Hon'ble Court of the S.D.O. in respect of the said First Property along with another property which was dismissed by the Hon'ble S.D.O. vide his order dated 31/12/2007. The said Kashibai & others also filed Tenancy Application bearing No.16/2008 allegedly claiming their right, title, interest and share in the said First Property before the Hon'ble Court of Sub-Divisional Officer which was also dismissed by the Hon'ble S.D.O. vide his order dated 07/11/2008.

7) By and under Agreement dated 31/03/2016 (hereinafter referred to as 'the said Second Agreement') registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.3780/2016 on 02/04/2016, the Heirs of the said Janardan along with others (except Smt. Sarita Balkrishna Patil) with the consent and knowledge of the Confirming Party therein viz. the said Purvi, agreed to sell and transfer the said First Property along with the right to develop the same to M/s. Aarti Estates (hereinafter referred to as 'the said Aarti') at or for the consideration and upon the terms and conditions therein mentioned.

8) Pursuant to the said Second Agreement, the Heirs of the said Janardan along with others (except Smt. Sarita Balkrishna Patil) executed an irrevocable Power of Attorney of even date (hereinafter referred to as 'the said First POA') in favour of the persons nominated by the said Aarti in order to enable them to do all acts, deeds, matters and things for and in respect of the said First Property as contained therein. The said First POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3781/2016 on 02/04/2016.

9) By and under Deed of Confirmation dated 27/04/2016 registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.4581/2016 (hereinafter referred to as 'the said First DOC'), Smt. Sarita Balkrishna Patil i.e. the Heirs of the said Janardan No.4 consented to and confirmed the Rights of the said First Property in favour of the said Aarti vide the said First Agreement as well as the said Second Agreement as well as the said First POA, at and for the consideration and upon the terms and conditions therein contained.

10) Pursuant to the said First DOC, Smt. Sarita Balkrishna Patil also executed a Power of Attorney of even date (hereinafter referred to as 'the said Second POA') in favour of the persons nominated by the said Aarti in order to enable them to carry out all acts, deeds, matters and things in respect of the said First property more particularly described therein. The said Second POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.4582/2016.

11) By order No.TD/Te.6/K.V/ S.R.12/2016/11582 dated 27/12/2016, the Sub-Divisional Officer, Thane Division, granted permission under S.43 (1) of the Tenancy Act for the Sale of



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the said First Property upon the terms and conditions mentioned therein (hereinafter referred to as 'the First Sale Permission').

12) By and under Deed of Conveyance dated 09/02/2017 registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.1450/2017 (hereinafter referred to as 'the said First Deed') the Heirs of the said Janardan along with others at the instance of the Confirming Party i.e. the said Aarti sold, conveyed, assured and transferred their undivided right, title, interest and claim whatsoever in the said First property in favour of (1) MR. JAGDISH KANAYALAL KHETWANI, (2) MR. SHAILESH GOPAL PURANIK, partners of M/S. SAI PUSHENTERPRISES (hereinafter referred to as "the said Sai Pushp") at or for the consideration and upon the terms and conditions therein mentioned.

13) Pursuant to the said First Deed, the partners of the said Aarti also executed Substituted Power of Attorneys of even date registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.1452/2017 (hereinafter referred to as 'the said Third POA') in favour of the persons nominated by the said Sai Pushp herein in order to enable them to carry out all acts, deeds, matters and things in respect of the said First property.

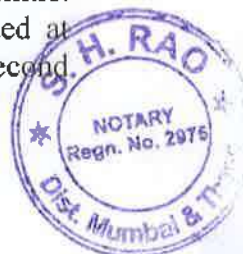
14) By Confirmation Deed dated 01/02/2018 registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.1383/2018. (hereinafter referred to as 'the said Second DOC'), Smt. Kashibai Motiram Bhoir and others surrendered and relinquished all their alleged right, title, interest and share whatsoever in the said First Property in favour of the said Sai Pushp and also consented to and confirmed all the Agreements, Deeds, certificates, NOC's, permissions, etc. more particularly enumerated hereinabove in respect of the said First Property at or for the consideration and upon the terms and conditions therein mentioned.

15) Pursuant to the said Second DOC, the Kashibai Motiram Bhoir and others also executed Power of Attorney of even date registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.1384/2018 (hereinafter referred to as 'the said Fourth POA') in favour of the persons nominated by the said Sai Pushp in order to enable them to carry out all acts, deeds, matters and things in respect of the said First property.

16) In the premises aforesaid, the said Sai Pushp became the owners of the said First property and their names have been mutated in 7/12 Extracts of the said First property as owners thereof;

(B) 1) One Shri Pandurang Gouvrya Bhoir (hereinafter referred to as 'the said Pandurang') was the owner of land bearing Old Survey No. 108, Hissa No.3, New Survey No.73, Hissa No.3 admeasuring 1190 sq.mt. and had acquired the land bearing Old Survey No.108, Hissa No.2, New Survey No.73 Hissa No.2 admeasuring 680 sq.mt and land bearing Old Survey No.108 Hissa No.4, New Survey No.73, Hissa No.4 admeasuring 630 sq.mt under the provisions of the Tenancy Act. aggregately admeasuring 2500 sq.mtrs. (hereinafter collectively referred to as 'the Second Property') lying, being and situated at village Owale, Taluka and Dist. Thane and more particularly described in the Second schedule hereunder written.

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2) By an Order No. TNC 8113 dated 14/01/1956 the said Pandurang was declared as Protected Tenant of the land bearing Old SurveyNo.108, New Survey No.73, Hissa No.2 and Old SurveyNo.108 New Survey No.73 , Hissa No.4 admeasuring 630 sq.mt mentioned above and the effect thereof is reflected vide M.E.No.591.

3) The said Pandurang died intestate somewhere in the year 1963 leaving behind his wife, 1. Anusayabai alias Anubai Pandurang Bhoir and two sons namely 2.Pandharinath Pandurang Bhoir (hereinafter referred to as 'the said Pandharinath') and 3. Harishchandra Pandurang Bhoir (hereinafter referred to as 'the said Harishchandra) and the daughter 4. Salubai Kisan alias Karsan Mhatre (hereinafter collectively referred to as 'the Heirs of the said Pandurang') as his only legal heirs as per the provisions of Hindu Succession Act by which he was governed at the time of his death .

4) The Heirs of the said Pandurang preferred an application No. VR/Owale-721 u/s 32G of Bombay Tenancy and Agricultural Land Act, 1948 for determination of the Purchase Price and have obtained a respective order dated 28/11/74 to purchase the said land bearing S.No. 108 Hissa No.2 and S.No. 108 Hissa No.4 admeasuring 630 sq.mt mentioned above in favour of the Heirs of the said Pandurang and also obtained 32M Certificate in their name vide No.20/2003 dated 13/10/2003 , the same is mutated by M.E. No.2555.

5) By and under an Agreement dated 28/01/1994 registered with the office of Sub-Registrar of Assurances at Thane under serial No.404/1994 (hereinafter referred to as the said Third Agreement'), the Heirs of the said Pandurang & others, with the consent and knowledge of the Confirming Party therein i.e. Shri Janardan Namdeo Raut, agreed to sell, transfer, convey and assign all their right, title, interest and share whatsoever in the said Second Property to SHRI VEERDHAVAL SITARAM GHAG and 2) SMT. SANGEETA VEERDHAVAL GHAG (hereinafter collectively referred to as the "said Ghags") at or for the consideration & upon the terms and conditions therein contained and the Confirming Party therein also agreed to surrender and handover his possessory right, title, interest or share whatsoever in the said Second Property in favour of the said Ghags at or for the consideration & upon the terms and conditions therein contained.

6) Pursuant to the said Third Agreement, the Heirs of the said Pandurang and others also executed a Power of Attorney of even date registered with the office of Sub-Registrar of assurances at Thane under serial No.15/1994 (hereinafter referred to as 'the said Fifth POA') in favour of said Ghags in order to enable them to do all acts, deeds, matters & things in respect of the said Second property as contained therein.

7) By an order dated 05/03/2004 bearing No. TD/T-6/KV VP/SR-24/99 the Sub Divisional Officer granted permission under section 43 of the Mumbai Tenancy and Agriculture Lands Act 1948 to develop the said land bearing S.No. 108 Hissa No.2 and S.No. 108 Hissa No.4 mentioned above and deleted the effect of Section 43 of the Tenancy Act and the same is reflected in M.E. No.2589.

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MOB.: 90040 31216

Date :

8) By an Agreement dated 17/12/2004 registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 9181/04 on 22/12/2004 (hereinafter referred to as 'the said Fourth Agreement') the Heirs of the said Pandurang agreed to grant development rights for and in respect of the said Second property alongwith other properties to M/s. Lodha Estate Pvt. Ltd., a company duly incorporated under the provisions of companies Act 1956, (hereinafter referred to as 'the said company') at or for consideration and upon the terms and conditions therein contained.

9) Pursuant to the said Fourth Agreement, the Heirs of the said Pandurang also executed a Power of Attorney dated 22/12/2004 registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.954/2004 (hereinafter referred to as 'the said Sixth POA') in favour of the persons nominated by the said company in order to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Second Property as contained therein;

10) The said Ghags came into contact with 1) MR. RAJAN NARAYAN BANDELKAR 2) MR. KALPANA VIJAY MODY 3) MRS. SANGEETA KIRTI SHAH 4) MR. SHYAMAL VIJAY MODY 5) MR. SUMIT VIJAY MODY 6) MR. KUSHAL KIRTI SHAH (hereinafter collectively referred to as 'the said Partners'), being the Partners of the said Unnathi as a result of which, the said Unnathi put an offer/ Proposal to the said Ghags to grant development rights of the said second property including some other properties in their favour. There were detailed discussions and negotiations which ended into a concluded oral agreement whereby the said Unnathi agreed to deposit a certain amount with the said Ghags as Interest free security deposit and also agreed to handover certain percentage of the constructed premises by way of consideration to the said Ghags on their assigning the development rights of the said Second property including some other properties in favour of the said Unnathi.

11) The said Pandharinath died intestate on 17/12/2006, leaving behind him his wife, Neerabai Pandharinath Bhoir, three sons viz. 1) Jaywant Pandharinath Bhoir, 2) Ananta Pandharinath Bhoir & 3) Sandeep Pandharinath Bhoir as his only legal heirs as per the provisions of Hindu Succession Act by which he was governed at the time of his death (hereinafter collectively referred to as 'the Heirs of the said Pandharinath'). The Heirs of the said Pandharinath alongwith the Heirs of the said Pandurang Nos.1, 2 & 4 shall henceforth be collectively referred to as 'the said Second Owners')

12) With the passage of time there developed differences amongst the said Ghags and said Unnathi pertaining to the terms of the orally concluded Agreement in respect of the said second property along with other property which resulted into said Unnathi filing the suit being SCS No.334/2010 in the Civil Court, Thane (hereinafter referred to as the said First Suit).

13) By and under a Deed of Assignment dated 21/01/2011 registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.798/2011 (hereinafter referred to as 'the said First Assignment Deed') the said company has granted and assigned the Development

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MOB.: 90040 31216

Date :

rights in respect of the said Second Property to and in favour of MEETI PETROCHEM PRIVATE LIMITED (hereinafter referred to as the "said Meeti") at or for the consideration and upon the terms and conditions contained therein.

14) Pursuant to the said First Assignment Deed, the said company executed a Power of Attorney of even date registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.55/2011 (hereinafter referred to as the said Seventh POA) in favour of the person nominated by the said Meeti in order to enable him to do all the acts, deeds, matters and things in respect of the said second property as contained therein.

15) The said Second Owners & others by and under an Agreement For Sale dated 01/06/2011 registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.6070/2011 (hereinafter referred to as the said Fifth Agreement), agreed to sell, transfer, assign and convey the said Second Property to and in favour of said Meeti at or for the consideration and upon terms and conditions mentioned therein.

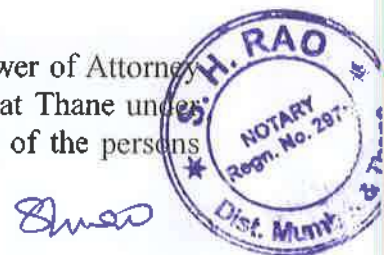
16) Pursuant to the said Fifth Agreement, the said Second Owners and others also executed a Power of Attorney dated 01/06/2011 registered with the office of Sub-Registrar of Assurance at Thane under Sr. No.319/2011 (hereinafter referred to as the said Eighth POA) in favour of person nominated by said Meeti in order to enable him to do all the acts, deeds, matters and things in respect of the said second property as contained therein.

17) By and under a Deed of Conveyance dated 16/07/2011 registered with office of Sub-Registrar of Assurances at Thane under Serial No.7074 of 2011 on 26/07/2011 (hereinafter referred to as 'the said Second Deed'), the said Second Owners (except Neerabai), sold, transferred and conveyed all their respective right, title, interest and share whatsoever in respect of the said Second property in favour of said Ghags at or for the consideration and upon the terms and conditions therein mentioned.

18) The said Second Deed was executed without obtaining requisite sale permission u/s.43 of the Tenancy Act, and hence, the names of said Ghags have not been mutated in 7/12 Extract of the said Second Property.

19) By and under an Agreement for Assignment of Development Rights dated 03/06/2014 registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.4605/2014 (hereinafter referred to as the said Sixth Agreement), said Ghags, jointly with said Meeti and said Unnathi have granted and assigned the Development rights in respect of the said Second property to and in favour of M/s. SAI SHRADDHA DEVELOPERS (hereinafter referred to as the "said Sai Shraddha") together with the benefits and advantages of the agreements therein mentioned, on "AS IS WHERE IS" and "AS IT IS WHAT IT IS" basis at or for the consideration and upon the terms and conditions contained therein.

20) Pursuant to the said Sixth Agreement said Ghags also executed a Power of Attorney dated 03/06/2014 registered with the office of Sub-Registrar of Assurances at Thane under Sr.No. 4606/2014 (hereinafter referred to as the said Ninth POA) in favour of the persons





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MOB.: 90040 31216

Date :

nominated by said Sai Shraddha in order to enable them to do all the acts, deeds, matters and things in respect of the said Second property.

21) Pursuant to the said Sixth Agreement the said Meeti also executed a Power of Attorney dated 03/06/2014 registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 4734/2014 (hereinafter referred to as the said Tenth POA) in favour of the persons nominated by said Sai Shraddha in order to enable them to do all the acts, deeds, matters and things in respect of the said Second property.

22) the said Unnathi had withdrawn the said First Suit on 13/01/2015.

23) By Supplementary Agreement dated 06/09/2017 registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.10405/2017 (hereinafter referred to as 'the said First Supplementary Agreement') executed by and between the said Ghags and said Sai Shraddha, the parties thereto recorded their respective share of premises mutually selected upon the terms and conditions therein mentioned.

24) In the circumstances as recited hereinabove, said Sai Shraddha i.e. M/s. SAI SHRADDHA DEVELOPERS became entitled to develop the said Second Property.

(C) 1) One Baliram Chandrya Patil (hereinafter referred to as the said Baliram') during his life time acquired the property bearing Old Survey No. 108 New Survey No.73, Hissa No.5 admeasuring 2550 sq. mtrs., situate, lying and being at Village Owale, Tal. & Dist. Thane, and more particularly described in the Third Schedule hereunder written (hereinafter referred to as 'the said Third Property') under the provisions of the Tenancy Act.

2) The Additional Tahsildar and the Agricultural lands Tribunal passed an order under section 32 (G) of the Tenancy Act and thereby directed the said Baliram to pay the purchase price determined under the said Act and upon payment of the same, a certificate under section 32 (M) of the aforesaid Act was issued in favour of the said Baliram.

3) The said Baliram and his wife, Parvatibai Baliram Patil died intestate in the year 1982/83 respectively leaving behind them their five married daughters viz. 1) Barkubai/Barkibai Pandurang Kasar (hereinafter referred to as 'the said Barkubai'), 2) Indabai/Indrabai Dinkar alias Vitthal Patil (hereinafter referred to as 'the said Indrabai'), 3) Kankabai/Kankibai Bharat Patil (hereinafter referred to as 'the said Kankabai'), 4) Gaurabai/Gauribai Jagannath alias Dashrath Patil (hereinafter referred to as 'the said Gaurabai') and 5) Kharibai Balkrushna Hegde (hereinafter referred to as 'the said Kharibai') as their only heirs in accordance with the provisions of the Hindu Succession Act by which they were governed at the time of their death (the said Barkubai, the said Indrabai, the said Kankabai, the said Gaurabai and said Kharibai are hereinafter collectively referred to as "the Heirs of the said Baliram").

4) By order bearing No.ULC/TA/Te-7/KASARWADAVLI/SR-85 dated 20/08/1999, the Addl. Collector & Competent Authority, Thane, Urban Agglomeration, Thane, under Section 8(4) of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as the

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Ceiling Act') has declared the said Barkubai & others to be surplus land holders to the extent of 2160 sq. mtrs. out of the said Third Property.

5) The said Barkubai, the said Indrabai, the said Gaurabai and the said Kankabai released and relinquished all their respective undivided share, right, title and interest whatsoever in the said Third property in favour of their real sister the said Kharibai vide Release Deed dated 02/11/2004, registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.7940/2004 on 03/11/2004 (hereinafter referred to as 'the said First Release Deed'), upon the terms and conditions therein mentioned.

6) The said Kharibai became the owner and as such was seized and possessed of the said Third property.

7) By and under Agreement dated 30/12/2004 registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.592/2005 on 20/01/2005 (hereinafter referred to as 'the said Seventh Agreement') the said Kharibai and others agreed to grant development rights to the said Company for and in respect of the said Third property at or for the consideration and upon the terms and conditions therein contained.

8) Pursuant to the said Seventh Agreement, the said Kharibai and others also executed an Irrevocable Power of Attorney dated 20/01/2005, registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.62/2005 (hereinafter referred to as 'the said Eleventh POA') in favour of the persons nominated by the said Company in order to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Third property as contained therein;

9) By Order bearing No.ULC/TE.No.7/SR-85 dated 21/09/2005, passed by the Additional Collector and Competent Authority under Section 8(4) of the Ceiling Act, the said Kharibai was declared as surplus land holder to the extent of land admeasuring 2,160 sq. mtrs. out of the said Third Property (hereinafter referred to as 'the said ULC Order');

10) The Addl. Collector and Competent Authority Thane Urban Agglomeration passed an order/notice under section 10(3) and 10(5) of the Ceiling Act and thereby directed the revenue officers to transfer the said Third Property in favor of the Government of Maharashtra, however by subsequent order of the Addl. Collector and Competent Authority Thane, dated 03/09/2010, the above-mentioned order was cancelled and name of the then owner i.e. the said Kharibai was restored in the revenue record relating to the said Third Property;

11) By Deed of Assignment dated 27/12/2010 registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.541/2011 on 14/01/2011 (hereinafter referred to as 'the said Second Assignment Deed') the said Company therein assigned and transferred the development rights in favour of the said Unnathi for and in respect of the said Third property together with the advantages and benefits of the agreements mentioned therein at or for price or consideration and upon the terms and conditions therein contained.

12) Pursuant to the said Second Assignment Deed, the said Company also executed a Substituted Power of Attorney dated 27/12/2010, registered with the office of Sub-Registrar







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of Assurances at Thane under Sr. No. 40/2011 on 14/01/2011 (hereinafter referred to as 'the said Twelfth POA') in favour of the persons nominated by the said Unnathi in order to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Third property.

13) By virtue of the said Second Assignment Deed as well as the said Twelfth POA, the said Unnathi became entitled to develop the said Third property.

14) Vide an Agreement for Sale dated 02/02/2011 (hereinafter referred to as 'the said Eighth Agreement') which is duly registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 1015/2011, the said Kharibai conveyed and transferred the said Third Property in favour of Shri. Dhiraj P. Shah alias Dedhia and Shri. Mukesh P. Dedhia (hereinafter referred to as 'the said Dedhias'). In pursuance of the said Eighth Agreement, the said Kharibai executed an Irrevocable Power of Attorney dated 02/02/2011 registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.103/2011 (hereinafter referred to as 'the said Thirteenth POA') in favour of the said Dedhias in order to enable them to carry out all acts, deeds, matters and things in respect of the said Third Property as contained therein.

15) By and under Deed of Confirmation dated 18/04/2011 (hereinafter referred to as 'the said Third DOC') registered with the Office of the Sub Registrar of Assurances at Thane under Sr.No.3540/2011, the said Gauribai and the said Barkubai confirmed the said First Release Deed, the said the said Eighth Agreement and the said Thirteenth POA in favour of the said Dedhias.

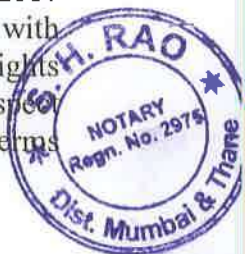
16) The said Kharibai conveyed and transferred the said Third Property in favour of the said Dedhias being the partners of the said Aarti, by executing Conveyance Deed dated 28/07/2011, (hereinafter referred to as 'the said Third Deed') which is registered with the office of Sub Registrar of Assurances at Thane under Sr. No.7154/2011 after obtaining prior permission from the Sub-divisional Officer, Thane under section 43 of the said Tenancy Act on 24/06/2011 vide permission bearing No.TD/TE.6/KUV/THANE/VP/SR-34/2011;

17) By and under Deed of Confirmation dated 02/02/2016 registered with the Office of the Sub Registrar of Assurances at Thane under Sr.No.1710/2016 (hereinafter referred to as 'the said Fourth DOC') the said Indirabai and the said Kankibai confirmed the said Third Deed in favour of the said Dedhias upon the terms and conditions therein mentioned.

18) In the premises aforesaid, the said Dedhias became the owners of the said Third property and their names have been mutated in 7/12 Extracts of the said Third property as owners thereof;

19) By an Agreement for Assignment of Development Rights dated 09/02/2017 registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.1443/2017 (hereinafter referred to as the said Ninth Agreement") said Dedhias and the said Unnathi with the knowledge and consent of said Aarti agreed to assign and transfer the development rights alongwith the benefits of their respective agreements as mentioned therein for and in respect of said Third property to the said Sai Pushp at or for the consideration and upon the terms and conditions therein mentioned.

*Surinder H. Rao*





**Mrs. SURINDER H. RAO**  
B.A.L.L.B.  
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MOB.: 90040 31216

Date :

20) Pursuant to the said Ninth Agreement, the said Sai Pushp have also executed a power of Attorney dated 09/02/2017 registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.1446/2017 in favour of the persons nominated by the said Unnathi in order to enable them to deal with and dispose of the constructed premises coming to the share of the said Unnathi herein in the manner stated therein (hereinafter referred to as 'the said Fourteenth POA').

21) Pursuant to the said Ninth Agreement, the said Unnathi have also executed a power of Attorney dated 09/02/2017 registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.1445/2017 in favour of the persons nominated by the said Sai Pushp in order to enable them to develop the said Third property in the manner stated therein (hereinafter referred to as 'the said Fifteenth POA').

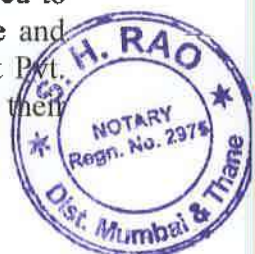
22) Pursuant to the said Ninth Agreement, the said Aarti have also executed a power of Attorney dated 09/02/2017 registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.1444/2017 in favour of the persons nominated by the said Sai Pushpin order to enable them to develop the said Third property in the manner stated therein (hereinafter referred to as 'the said Sixteenth POA').

23) In the circumstances as recited hereinabove, the said Sai Pushp became entitled to develop the said Third Property.

(D) 1) One Padmakar Rama Bhoir (hereinafter referred to as "the said Padmakar") was declared as Protected tenant and as such became entitled to and/or otherwise seized and possessed of the property bearing Old Survey No. 108, Hissa No. 7 corresponding to New Survey No. 73 Hissa No. 7 admeasuring 2460 Sq.mtrs. lying, being and situate at village Owale, Taluka and Dist. Thane within the Registration Sub-District and District of Thane and within the limits of Thane Municipal Corporation, which is more particularly described in the Fourth Schedule hereunder written and is hereinafter referred to as the 'Said Fourth Property'.

2) The said Padmakar expired somewhere in the year 1980 leaving behind 1) VASUDEV PADMAKAR BHOIR (hereinafter referred to as 'the said Vasudev') 2) KASHINATH PADMAKAR BHOIR (hereinafter referred to as 'the said Kashinath'), 3) MADHUKAR PADMAKAR BHOIR, 4) VINAYAK PADMAKAR BHOIR, 5) DWARAKA HANUMANT CHOWDHARY, 6) CHANDRABHAGA MARUTI PATIL, 7) MALATI SAVLARAM MADHAVI, 8) ANITA VILAS THAKARE, and 9) YESUBAI PADMAKAR BHOIR (hereinafter referred to as 'the said Yesubai') (hereinafter collectively referred to as 'the Heirs of the said Padmakar') as his only legal heirs as per the provisions of the Hindu Succession Act by which he was governed at the time of his death.

3) By and under an Agreement for Development dated 27/04/1994 registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.1835/94 (hereinafter referred to as 'the said Tenth Agreement'), the Heirs of the said Padmakar, with the knowledge and consent of M/s. Punamchand Nathaji Co. and M/s. Vighnagar Estates & Investment Pvt. Ltd., agreed to assign and transfer the development rights alongwith the benefits of their





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respective agreements as mentioned therein for and in respect of said Fourth property to the said Ghags at or for the consideration and upon the terms and conditions therein mentioned.

4) Pursuant to the said Tenth Agreement, the Heirs of the said Padmakar executed an even dated Power of Attorney, registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.50/1994 (hereinafter referred to as 'the said Seventeenth POA') in favour of said Ghags in order to enable them to develop the said Fourth property in the manner stated therein .

5) The said Kashinath expired on 03/04/1995 leaving behind 1)SANTUBAI KASHINATH BHOIR, 2) MANGESH KASHINATH BHOIR, 3) JAYSHRI KASHINATH BHOIR, 4) PANKAJ KASHINATH BHOIR (hereinafter collectively referred to as 'the Heirs of the said Kashinath') as his only legal heirs as per the provisions of the Hindu Succession Act by which he was governed at the time of his death.

6) By Deed of Assignment dated 25/09/1995, registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.8240/95 (hereinafter referred to as 'the said Third Assignment Deed') said Ghags assigned and transferred the development rights alongwith the benefits of their agreement as mentioned therein for and in respect of said Fourth property to Shri Sudhakar Patil at or for the consideration and upon the terms and conditions therein mentioned.

7) Pursuant to the said Third Assignment Deed of Assignment, said Ghags executed an even dated Power of Attorney, registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.184/1995 (hereinafter referred to as 'the said Eighteenth POA') in favour of Shri Sudhakar Patil in order to enable him to develop the said Fourth property in the manner stated therein.

8) The said Vasudev expired on 10/11/1997 leaving behind 1) KAMLABAI VASUDEV BHOIR, 2) MONICA VASUDEV BHOIR alias MONICA ANIL BHOIR, 3) MILIND VASUDEV BHOIR and 4) RAJESH VASUDEV BHOIR (hereinafter referred to as 'the Heirs of the said Vasudev') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

9) By an order bearing No.ULC/TA/TE-5/Owala/S.R.226 dated 06/10/1998 passed by the Addl. Collector & Competent Authority Thane Urban Agglomeration u/s.8(4) of the Ceiling Act, it is declared that the provisions of the Ceiling Act are not applicable to the said Fourth property.

10) By and under Deed of Confirmation dated 29/06/1999, registered with the Office of the Sub Registrar of Assurances at Thane under Sr.No.4259/99 (hereinafter referred to as 'the said Fifth DOC') the Heirs of the said Pamakar, the Heirs of the said Kashinath and the Heirs of the said Vasudev (hereinafter collectively referred to as 'the said Original Owners') confirmed the said Third Assignment Deed and said Eighteenth POA and other documents therein referred to upon the terms and conditions therein mentioned.

11) Pursuant to the said Fifth DOC, the said Original Owners executed an even dated Power of Attorney, registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.169/1999 (hereinafter referred to as 'the said Nineteenth POA') in favour of Shri





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Sudhakar Patil in order to enable him to develop the said Fourth property in the manner stated therein.

12) The Addl. Collector & the Competent Authority, Thane Urban Agglomeration vide his letter dated 19/12/2002 confirmed the earlier Order dated 06/10/1998.

13) By and under an Agreement for Development dated 24/10/2005, registered with the Office of the Sub Registrar of Assurances at Thane under Sr.No. 6710/2005 on 26/10/2005 (hereinafter referred to as "the said Eleventh Agreement") Shri Sudhakar Patil, with the knowledge and consent of the said Original Owners, said Ghags and M/S. Vighnagar Estate & Investment Pvt. Ltd., agreed to assign and transfer the development rights alongwith the benefits of their agreement as mentioned therein for and in respect of said Fourth property in favour of the said Unnathi at or for the consideration and upon the terms and conditions therein mentioned .

14) Pursuant to the said Eleventh Agreement, the said Original Owners executed an even dated Power of Attorney, registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 537/2005 (hereinafter referred to as 'the said Twentieth POA') in favour of the said Unnathi in order to enable them to develop the said Fourth property in the manner stated therein .

15) The Sub-Divisional Officer, Thane by his order dated 10/07/2006 bearing No.TD/76/KV/VP/SR 102/2006 has granted Permission u/s. 43 of the BTAL in favour of the Shri Sudhakar Patil to develop the said Fourth Property and hence condition u/s.43 of the BTAL is deleted.

16) By a Deed of Confirmation duly registered with the office of Sub Registrar of Assurances at Thane under Serial No.1880/2006 (hereinafter referred to as 'the said Sixth DOC') to be read with a Power of Attorney duly registered under Serial No.257/2006 both dated 22/03/2006 (hereinafter referred to as 'the said Twenty First POA') the said Original Owners [except the Heirs of the said Vasudev] confirmed the above recited respective said Tenth Agreement, the said Third Assignment Deed and the said Fifth DOC and the said Seventeenth to Nineteenth POAs in favour of the said Ghags and Shri Sudhakar Patil.

17) Subsequently, differences arose between Shri Sudhakar Patil and the said Unnathi in respect of the terms of the said Eleventh Agreement as a result of which, Shri Sudhakar Patil issued notice to the said Unnathi and thereby sought to revoke and terminate the said Eleventh Agreement and the said Twentieth POA .

18) Shri Sudhakar Patil has filed a Special Civil Suit bearing No.505/2011 in the Hon'ble Civil Court Senior Division, Thane (hereinafter referred to as 'the said Second Suit') against the said Original Owners, M/s. Vighnagar Estates & Investments Pvt. Ltd., said Ghags and M/s. Poonamchand Nathaji Co. in respect of the said Fourth Property for the claims and prayers mentioned therein. However, Shri Sudhakar Patil filed purshis in the said Second suit for unconditional withdrawal of suit. By order dated 10/02/2021, the said Second Suit is disposed off as withdrawn unconditionally.;

19) By and under an Agreement for Sale dated 07/07/2011 (hereinafter referred to as 'the said Twelfth Agreement') duly registered with the office of the Sub-Registrar of Assurances

