

To

Maha RERA,  
Housefin Bhavan,  
Plot No. C – 21,  
Bandra Kurla Complex,  
Bandra (East),  
Mumbai 400051.

### **LEGAL TITLE REPORT**

Sub: Title Clearance Certificate with respect to all those pieces and parcels of lands admeasuring in aggregate 150,880.91 square meters situate at Village Khativali, Taluka Shahapur, District Thane (hereinafter collectively referred to as "**Property**")

1. We have investigated the title of the Larger Property viz all those pieces and parcels of lands admeasuring in aggregate 2,04,160 square meters situate at Village Khativali, Taluka Shahapur, District Thane as detailed in Annexure A at the request of **Sunteck Realty Holdings Private Limited** a company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, having its registered office at Sunteck Centre, 5<sup>th</sup> Floor, 37-40 Subhash Road, Vile Parle (East), Mumbai 400057 and perused the copies of the following documents:
  - (a) Description of the Property
  - (b) The documents in relation to the ownership of the Larger Property
  - (c) 7/12 Extract or Property Card along with Mutation entries
  - (d) Search Report for 30 years
2. Upon perusal of the above-mentioned documents and all other documents pertaining to the title of Larger Property, we are of the opinion that subject to the observations recorded with respect to each property, **Messrs Swastik Swaraj** a partnership firm, registered under the Indian Partnership Act, 1932, represented by its partners (i) Deepak P. Shah, (ii) Kishor D. Naik, (iii) Hemant R. Mhatre, (iv) Pankaj B. Thakur, (v) Jagmohansingh D. Arora and (vi) Kuljeetsingh D. Arora having its principal place of business at Office No. 1, Mirza Shopping Centre, Opposite Virar Railway Station, Virar (E), District Thane 401305, ("**Owners/Firm**") has clear and marketable right as the Owners to the said Property as detailed in Annexure A, subject to the encumbrances mentioned below in form of Mortgages taken by the Firm .
3. By and under a deed of Mortgage dated April 22, 2021 registered under serial no 6263 of 2021 read with Supplemental Mortgage Deed dated July 23, 2021 registered under serial no 3264 of 2021 , Firm mortgaged all its share, right, title and interest in the said Property in favour Starteck Finance Limited for the repayment of the Loan Facility granted by Starteck Finance Limited to the Firm on the terms and conditions contained therein.
4. We have caused searches to be conducted by Mr. Sameer M. Sawant (Title Investigator) who has conducted searches in the concerned office of the Sub-Registrar of Assurances in respect of the Larger Property mentioned hereinabove. We have

relied upon his Search Report dated September 16, 2020, and the same is separately provided. The Search Report does not reveal any adverse entries. The Search Report has not revealed any *lis pendens* in respect of the Larger Property. By letters dated 15<sup>th</sup> July 2021 and 24<sup>th</sup> July 2021, the Firm and the Company have informed us that there are no litigations pending in respect of the Larger Property and/or the Property.

5. Our Legal Title Report is based on the provisions of applicable laws, prevailing at the present time and the facts of the matter, as we understand them to be. Our understanding is based upon and limited to the information provided to us. Any variance of facts or of law may cause a corresponding change in our Legal Title Report.
6. The report reflecting the flow of title in respect of the Larger Property is enclosed herewith as **Annexure "A"** hereto.

Dated this 26<sup>th</sup> day of July, 2021.



Sagar Kadam  
Partner  
DSK Legal

Encl.: Annexure "A"

**Annexure "A"**  
**Description of Larger Property**

The details of the Larger Property bearing the following Gat Numbers:

<b>Gat No.</b>	<b>Area as per 7/12 extracts (in square meters)</b>	<b>Defined Term</b>
279	940	"First Property"
281	4780	"Second Property"
284	6000	"Third Property"
286	2500	"Fourth Property"
287	13560	"Fifth Property"
288	900	"Sixth Property"
296	10180	"Seventh Property"
298	8900	"Eighth Property"
301 (part)	5430	"Ninth Property"
302	8100	"Tenth Property"
303	5200	"Eleventh Property"
304	1620	"Twelfth Property"
305	9220	"Thirteenth Property"
306	13400	"Fourteenth Property"
308	4810	"Fifteenth Property"
309	4930	"Sixteenth Property"
310	1620	"Seventeenth Property"
311	3300	"Eighteenth Property"
312	9900	"Nineteenth Property"
314	1040	"Twentieth Property"
315	11300	"Twenty-First Property"
317	3970	"Twenty-Second Property"
318	3560	"Twenty-Third Property"
323	16800	"Twenty-Fourth Property"
339	18000	"Twenty-Fifth Property"
340	13930	"Twenty-Sixth Property"
341	400	"Twenty-Seventh Property"
342	12450	"Twenty-Eighth Property"

<b>Gat No.</b>	<b>Area as per 7/12 extracts (in square meters)</b>	<b>Defined Term</b>
343	6000	"Twenty-Ninth Property"
344	1420	"Thirtieth Property"

**DETAILS OF THE PROPERTY**

All those pieces and parcels of lands admeasuring in aggregate 1,50,880.91 square meters situate at Village Khativali, Taluka Shahapur and District Thane and bearing the following Gat Numbers:

<b>Sr. No.</b>	<b>Gat No.</b>	<b>Area (in square meters) as per the 7/12 extract</b>
1.	279	940
2.	281	4780
3.	284	6000
4.	286	2500
5.	287	13560
6.	288	900
7.	296	9180
8.	298	7350
9.	301 (part)	5430
10.	302	8100
11.	303	5200
12.	304	1620
13.	305	9220
14.	306 (part)	13087.26
15.	308	4810
16.	309	4930
17.	310 (part)	1597.07
18.	311	3300
19.	312 (part)	7651.18
20.	314	1040
21.	315	11300
22.	317	3970
23.	318	3560
24.	323	16800
25.	342 (part)	18.63
26.	343 (part)	3711.97
27.	344 (part)	324.80
	<b>TOTAL</b>	<b>150880.91</b>

DOCUMENTS PERTAINING TO THE LARGER PROPERTY

- (i) 7/12 extracts all dated November 11, 2017 pertaining to the Larger Property;
- (ii) Mutation Entries pertaining to the Larger Property;
- (iii) Sale Deed dated May 12, 2008 registered under Serial No. 1964 of 2008, executed between Pundalik Lahu Patil of the one part and Jagmohansingh Arora and Kuljitsingh Arora of the other part;
- (iv) Transfer Deed dated August 20, 2010 registered under Serial No. 3740 of 2010, executed between Jagmohansingh Arora and Kuljitsingh Arora of the one part and the Firm through Kishor Dattatray Naik of the other part;
- (v) Letters both, dated August 20, 2010, issued by Sub Divisional Officer;
- (vi) Orders both, dated September 30, 2010, issued by the Tahsildar;
- (vii) Sale Deed dated May 12, 2008 registered under Serial No. 1963 of 2008, executed between (i) Meerabai Yashwant Farde, (ii) Madhav Keru Bhoir, (iii) Vatsala Namdev Dhamke, (iv) Sulochana Shankar Bhoir, (v) Yogesh Shankar Bhoir, (vi) Rakesh Shankar Bhoir and (vii) Vishal Shankar Bhoir of the one part and Jagmohansingh Arora and Kuljitsingh Arora of the other part;
- (viii) Sale Deed dated January 29, 2010, registered under Serial No. 427 of 2010, executed between (i) Neerabai Yashwant Farde, (ii) Madhav Keru Bhoir, (iii) Vatsala Namdev Dhamke, (iv) Sulochana Shankar Bhoir, (v) Yogesh Shankar Bhoir, (vi) Rakesh Shankar Bhoir and (viii) Vishal Shankar Bhoir of the one part and Kishor Dattatray Naik and Deepak Purshottam Shah of the other part;
- (ix) Transfer Deed dated August 20, 2010 registered under Serial No. 3737 of 2010, executed between Kishor Dattatray Naik and Deepak Purshottam Shah of the one part and the Firm (acting through its partner Hemant Ramesh Mhatre) of the other part;
- (x) Sale Deed dated June 16, 2010, registered under Serial No. 2629 of 2010, executed between (i) Santosh Dhondu Bhare, (ii) Pandarinath Dhondu Bhare, (iii) Gauri Hasu Chavan, (iv) Kusum *alias* Saraswati Pandurang Shelar, (v) Savita Bhau Dhasade, (vi) Vanita Janardhan Kirpan and (vii) Chandrabai Nathuram Gharat of the one part and Kishor Dattatray Naik and Deepak Purshottam Shah of the other part;
- (xi) Transfer Deed dated August 23, 2010, registered under Serial No. 3761 of 2010, executed between Kishor Dattatray Naik and Deepak Purshottam Shah of the one part and the Firm (acting through its partner Hemant Ramesh Mhatre) of the other part;
- (xii) Sale Deed dated January 27, 2010, registered under Serial No. 377 of 2010, executed between Pundalik Lahu Patil of the one part and Kishor Dattatray Naik and Deepak Purshottam Shah of the other part;
- (xiii) Sale Deed dated February 6, 1987, registered under Serial No. 32 of 1987, executed between Yamunabai Babu *alias* Bhau Hardas of the one part and Vishnu Pandurang Gujre of the other part;
- (xiv) Sale Deed dated January 18, 2010, registered under Serial No. 234 of 2010, executed between (i) Kantilal Vishnu Gujre, (ii) Suresh Vishnu Gujre, (iii) Shamnath Vishnu Gujre, (iv) Jaywant Vishnu Gujre and (v) Anita Vasant Chaudhari of the one part and Kishor Dattatray Naik and Deepak Purshottam Shah of the other part;

- (xv) Order of the Tahsildar dated September 30, 2010 and the letter issued by Sub Divisional Officer;
- (xvi) Sale Deed dated January 18, 2010, under Serial No. 229 of 2010, executed between Bhaskar Dattatray Patil *alias* Jadhav of the one part and Kishor Dattatray Naik and Deepak Purshottam Shah of the other part;
- (xvii) Sale Deed dated August 17, 2007, registered under Serial No. 2355 of 2007, executed between (i) Pandharinath Sadashiv Kabadi through his constituted attorney Manoj Sudhakar Deshmukh and (ii) Ganpat Sadashiv Kabadi of the one part and Kuljitsingh Arora and Jagmohansingh Arora of the other part;
- (xviii) Sale Deed dated March 15, 2007 registered under Serial No. 684 of 2007, executed between (i) Rashamsingh Kartasingh Sohra and (ii) Veenadevi Dilip Valecha of the one part and Jayesh Shivilal Shethia of the other part;
- (xix) Sale Deed dated September 21, 2007 registered under Serial No. 2698 of 2007, executed between Jayesh Shivilal Shethia of the one part and (i) Manish Balkrishna Mundra, (ii) Amar Balkrishna Mundra, (iii) Jyoti Pravin Mundra and (iv) Chandraprakash Bhikulaji Kabra of the other part;
- (xx) Sale Deed dated June 8, 2009 registered under Serial No. 1844 of 2009, executed between (i) Manish Balkrishna Mundra, (ii) Amar Balkrishna Mundra, (iii) Jyoti Pravin Mundra and (iv) Chandraprakash Bhikulaji Kabra of the one part and Jagmohansingh Arora and Kuljitsingh Arora of the other part;
- (xxi) Sale Deed dated May 21, 2007 registered under Serial No. 1413 of 2007, executed between (i) Pandharinath Sadashiv Kabadi and (ii) Ganpat Sadashiv Kabadi of the one part and Cetron Limited of the other part;
- (xxii) Sale Deed dated August 17, 2007 registered under Serial No. 2354 of 2007, executed between Pandharinath Sadashiv Kabadi through his constituted attorney Manoj Sudhakar Deshmukh of the one part and Jagmohansingh Arora and Kuljitsingh Arora of the other part;
- (xxiii) Sale Deed dated February 11, 2010 registered under Serial No. 631 of 2010, executed between Vilas Dhondu Jage of the one part and Hemant Ramesh Mhatre of the other part;
- (xxiv) Transfer Deed dated August 20, 2010 registered under Serial No. 3744 of 2010, executed between Hemant Ramesh Mhatre of the one part and the Firm (acting through its partner Kishor Dattatray Naik) of the other part;
- (xxv) Sale Deed dated March 29, 2000 registered under Serial No. 286 of 2000, executed between Sakharam Budhaji Nichite of the one part and Smita Charandas Donde of the other part;
- (xxvi) Sale Deed dated March 12, 2010 registered under Serial No. 1106 of 2010, executed between Smita Charandas Donde of the one part and Hemant Ramesh Mhatre of the other part;
- (xxvii) Sale Deed dated January 18, 2010 registered under Serial No. 235 of 2010, executed between Yamunabai Bango Jadhav of the one part and (i) Hemant Ramesh Mhatre, (ii) Kishor Dattatray Naik and (iii) Deepak Purshottam Shah of the other part;

- (xxviii) Transfer Deed dated August 20, 2010 registered under Serial No. 3739 of 2010, executed between (i) Kishor Dattatray Naik, (ii) Hemant Ramesh Mhatre and (iii) Deepak Purshottam Shah of the one part and the Firm (acting through its partners Jagmohan Singh Arora and Kuljeet Singh Arora) of the other part;
- (xxix) Sale Deed dated August 16, 2007 registered under Serial No. 2342 of 2007, executed between (i) Dilip Kaluram Hardas, (ii) Nitin Kaluran Hardas, (iii) Sunanda Kaluram Hardas, (iv) Suman Arun Takekar, (v) Tara Sudhakar Choudhary, (vi) Mangal Pramod Khismatrao and (vii) Sharmila Kaluram Hardas of the one part and Jagmohansingh Arora and Kuljitsingh Arora of the other part;
- (xxx) Sale Deed dated February 2, 2010 registered under Serial No. 485 of 2010, executed between Yogita Ramprakash Dhingda of the one part and Kishor Dattatray Naik and Deepak Purshottam Shah of the other part;
- (xxxi) Letter of Deputy Inspector of Forest, Forest Department, Shahapur dated February 3, 2010;
- (xxxii) Sale Deed dated February 26, 2010 registered under Serial No. 867 of 2010, executed between Nana Baliram Nichite for himself and as a constituted attorney of (i) Dondibai Ramchandra Patil and (ii) Kantabai Balkrishna Patil of the one part and Deepak Purshottam Shah of the other part;
- (xxxiii) Transfer Deed dated August 20, 2010 registered under Serial No. 3736 Of 2010, executed between Deepak Purshottam Shah of the one part and the Firm (acting through its partner Kishor Dattatray Naik) of the other part;
- (xxxiv) Sale Deed dated January 29, 2010 registered under Serial No. 428 of 2010, executed between (i) Sakharam Budhaji Nichite, (ii) Yamunabai Vaman Nichite, (iii) Yashoda Shantaram Bhangre, (iv) Gulab Shankar Bhagrath, (v) Surekha Shankar Tarmale and (vi) Vandana Ramesh Bhare of the one part and Hemant Ramesh Mhatre of the other part;
- (xxxv) Sale Deed dated November 30, 1995 registered under Serial No. 302 of 1996, executed between (i) Dushyant Dhamaji Salunkhe, (ii) Sharad Keshav *alias* Dhamaji Salunkhe, (iii) Vivek Vijay Salunkhe, (iv) Vaishali Vijay Salunkhe, (v) Vrushali Devidas Bahirath and (vi) Manisha Vijay Salunkhe of the one part and Nirmala Ramprakash Dhingda of the other part;
- (xxxvi) Sale Deed dated February 2, 2010 registered under Serial No. 480 of 2010, executed between Nirmala Ramprakash Dhingda of the one part and Kishor Dattatray Naik and Deepak Purshottam Shah of the other part;
- (xxxvii) Sale Deed dated February 7, 1987, registered under Serial No. 33 of 1987, executed between Yamunabai Babu *alias* Bhau Hardas of the one part and Indirabai Vishnu Gujare of the other part;
- (xxxviii) Order dated August 20, 2010 passed by the Sub-Divisional Officer in RTS No. 4948;
- (xxxix) Order dated September 30, 2010, passed by the Tahsildar in RTS No. 1429 of 2010;
- (xl) Sale Deed dated February 4, 2010 registered under Serial No. 509 of 2010, executed between Rakesh Ramprakash Dhingda of the one part and Hemant Ramesh Mhatre of the other part;



- (xli) Sale Deed dated July 24, 2009 registered under Serial No. 2454 of 2009, executed between (i) Sharad Dhamaji Salunkhe (ii) Vivek Vijay Salunkhe (iii) Vaishali Rajesh Kute (iv) Sushma Dushyant Salunkhe (v) Vrushali Devidas Bahirat (vi) Manisha Vijay Salunkhe (vii) Shivraj Dushyant Salunkhe (viii) Dipti Ranjeet Jagtap of the one part and Rakesh Ramprakash Dhingra and Vikas Pandurang Shinde of the other part;
- (xlii) Sale Deed dated February 4, 2010 registered under Serial No. 510 of 2010, executed between Rakesh Ramprakash Dhingra and Vikas Pandurang Shinde of the one part and Hemant Ramesh Mhatre of the other part;
- (xliii) Sale Deed dated February 11, 2010 registered under Serial No. 609 of 2010, executed between (i) Pandurang Budhaji Nichite, (ii) Sakharam Budhaji Nichite, (iii) Jijabai Savalaram Bhoir, (iv) Hirabai Vitthal Chougule/Choudhary, (v) Dwarkabai Tukaram Dhanake, (vi) Yamunabai Vaman Nichite, (vii) Yashoda Shantaram Bhangre, (viii) Gulab Shankar Bhagrat, (ix) Surekha Shankar Tarmale and (x) Vandana Ramesh Bhere of the one part and Hemant Ramesh Mhatre of the other part;
- (xliv) Sale Deed dated February 18, 1999 registered under Serial No. 104 of 1999, executed between (i) Vasant Dunda Bhoir, (ii) Dashrath Dunda Bhoir, (iii) Lahu Dunda Bhoir, (iv) Dhondibai Dunda Bhoir, (v) Jijabai Ganpat Shinde and (vi) Indubai Raghunath Jadhav of the one part and Rakesh Ramprasad Dhingra and Uma R. Dhingra of the other part;
- (xlv) Sale Deed dated May 24, 2010 and registered under Serial No. 2303 of 2010, executed between Rakesh Ramprakash Dhingra and Uma Dhingra of the one part and Kishor Dattatray Naik and Deepak Purshottam Shah of the other part;
- (xlvi) Transfer Deed dated August 23, 2010 registered under Serial No. 3762 of 2010, executed between Kishor Dattatray Naik and Deepak Purshottam Shah of the one part and the Firm (acting through its partner Hemant Ramesh Mhatre) of the other part;
- (xlvii) Sale Deed dated May 8, 2001 registered under Serial No. 299 of 2001, executed between Bhagirati Dagdu Kor of the one part and Rakesh Ramprakash Dhingada of the other part;
- (xlviii) Sale Deed dated May 31, 2010 registered under Serial No. 2377 of 2010, executed between Dipti Rakesh Dhingada and Rakesh Ramprakash Dhingada of the one part and Kishor Dattatray Naik and Deepak Purshottam Shah of the other part;
- (xlix) Transfer Deed dated August 23, 2010 registered under Serial No. 3760 of 2010, executed between Kishor Dattatray Naik and Deepak Purshottam Shah of the one part and the Firm (acting through its partner Hemant Ramesh Mhatre) of the other part;
- (l) Sale Deed dated June 28, 1996 registered under Serial No. 751 of 1996, executed between Sharad Laxman Salunkhe of the one part and Rakesh Ramprakash Dhingra of the other part;
- (li) Sale Deed dated September 24, 2009 registered under Serial No. 2453 of 2009, executed between Sharad Keshav Salunkhe of the one part and Rakesh Ramprakash Dhingra and Vikas Pandurang Shinde of the other part;
- (lii) Sale Deed dated February 2, 2010 under Serial No. 486 of 2010, executed between Rakesh Ramprakash Dhingra and Vikas Pandurang Shinde of the one part and Kishor Dattatray Naik and Deepak Purshottam Shah of the other part;
- (liii) Sale Deed dated March 9, 2010 registered under Serial No. 985 of 2010, executed between (i) Madhav Keru Bhoir, (ii) Neerabai Yashwant Farde, (iii) Vatsala Namdev

- Dhamke, (iv) Sulochana Shankar Bhoir, (v) Yogesh Shankar Bhoir, (vi) Vishal Shankar Bhoir and (vii) Rakesh Shankar Bhoir of the one part and Kishor Dattatray Naik of the other part;
- (liv) Transfer Deed dated August 20, 2010 registered under Serial No. 3745 of 2010, executed between Kishor Dattatray Naik of the one part and the Firm through Deepak Purshottam Shah of the other part;
  - (lv) Sale Deed dated February 4, 2010 registered under Serial No. 508 of 2010, executed between Rakesh Ramprakash Dhingda of the one part and Hemant Ramesh Mhatre of the other part;
  - (lvi) Sale Deed dated November 30, 1995 registered with the Sub-Registrar of Assurances at Shahapur under Serial No.301 of 1996 executed between Dushyant Dhamaji Salunkhe and others of the one part and Rakesh Ramprakash Dhingda of the other part;
  - (lvii) Sale Deed dated September 21, 2007 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 2698 of 2007 executed between Jayesh Shivilal Shethia of the one part and Manish Balkrishna Mundra and others;
  - (lviii) Joint Development Agreement dated August 26, 2010 registered under Serial No. 4025 of 2010, executed between the Firm of the one part and Smart Value Homes Private Limited of the other part;
  - (lix) Power of Attorney dated August 26, 2010 registered under Serial No. 4026 of 2010, executed by the Firm in favour of Smart Value Homes Private Limited;
  - (lx) Deed of Amendment Cum Termination dated June 12, 2019 registered under Serial No. 2369 of 2019, executed between the Firm of the one part and Smart Value Homes Private Limited of the other part;
  - (lxi) No objection letter dated May 21, 2017 issued by Shubha Griha Sector – A Co-operative Housing Society Limited;
  - (lxii) No objection letter dated May 7, 2017 issued by Shubha Griha Sector – B Co-operative Housing Society Limited;
  - (lxiii) No objection letter dated January 15, 2017 issued by Shubha Griha Sector – C Co-operative Housing Society Limited;
  - (lxiv) No objection letter dated May 8, 2017 issued by Shubha Griha Sector – D Co-operative Housing Society Limited;
  - (lxv) No objection letter dated May 25, 2017 Shubha Griha Sector – E Co-operative Housing Society Limited;
  - (lxvi) No Objection Certificate dated November 9, 2017, issued by the Water Resources Department, Konkan Region, Mumbai;
  - (lxvii) Zone Certificate dated July 6, 2017 issued by Town Planning Department, Thane;
  - (lxviii) Non-Agricultural Permission granted by an order dated August 9, 2011, issued by the Collector; and

- (lix) Partnership Deed dated January 30, 2010, executed between (i) Jagmohan Dayasingh Arora, (ii) Kuljeetsingh Dayasingh Arora, (iii) Kishor Dattatray Naik, (iv) Deepak Purshottam Shah, (v) Hemant Ramesh Mhatre, (vi) Pankaj Bhaskar Thakur, (vii) Swastik Spaces Limited and (viii) Airav Properties Private Limited;
- (lxx) Search Report dated September 16, 2020 of Mr. Sameer M. Sawant (Title Investigator);

**FLOW OF TITLE IN RESPECT OF THE LARGER PROPERTY**

**A. FIRST PROPERTY**

Re: All that piece and parcel of land bearing Gat No.279, admeasuring 9.40 Ares situate, lying and being at Village Khativali, Taluka Shahapur, District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs Swastik Swaraj through its partner Kishor Dattatray Naik
Remarks in other rights column	The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in the Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that, Gat No. 279 was recorded in the name of Pundalik Lahu Patil as the holder thereof.*

2. By and under a Sale Deed dated May 12, 2008 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 1964 of 2008, Pundalik Lahu Patil sold, transferred, conveyed and assigned all his right, title and interest in the captioned property in favour of Jagmohansingh Arora and Kuljitsingh Arora, on the terms and conditions contained therein. Mutation Entry No. 540 dated June 20, 2008 confirms the same.
3. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector, Thane granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The Mutation Entry further records that the captioned property is to be used for group housing and residential purpose.
4. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3740 of 2010, Jagmohansingh Arora and Kuljitsingh Arora introduced and transferred the captioned property as their capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik) on the terms and conditions contained therein. Mutation Entry No. 684 dated September 17, 2010 confirms the same.

***Comment:***

*The transfer deed and the Mutation Entry No.684 erroneously records the captioned property as Gat No.279/1 instead Gat No.279. It is clear that there is no subdivision of Gat No. 279 in the revenue records hence, the aforementioned transfer deed needs to be rectified.*

5. Pursuant to the letter dated August 20, 2010 issued by Sub Divisional Officer and subsequent order dated September 30, 2010 passed by the Tahsildar, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column, stood deleted. Mutation Entry No. 698 dated October 1, 2010 confirms the same.

6. Mutation Entry No. 1107 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated August 31, 2016 issued by the Tahsildar, Thane, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**B. SECOND PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 281 admeasuring 47.80 Ares situate, lying and being at Village Khativali, Taluka Shahapur, District Thane.

Tenure	Occupant Class I
Name in holders column	i. Messrs Swastik Swaraj through its partner Kishor Dattatray Naik for an area admeasuring 23 Ares;  ii. Messrs Swastik Swaraj through its partner Hemant Ramesh Mhatre for an area admeasuring 24.80 Ares.
Remarks in other rights column	The user of the captioned property is non-agricultural

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in the Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 281 was recorded in the name of Keru Antu Bhoir as the holder thereof.*

2. Mutation Entry No. 340 dated November 30, 1999 records that Keru Antu Bhoir died on April 4, 1998 leaving behind him the following heirs and legal representatives:

Madhav Keru Bhoir;  
Neerabai Yashwant Farde; and  
Vatsala Namdev Dhamke.

Shankar Keru Bhoir died on March 5, 2009 leaving behind him the following heirs and legal representatives:

Sulochana Shankar Bhoir;  
Yogesh Shankar Bhoir;  
Vishal Shankar Bhoir; and  
Rakesh Shankar Bhoir.

3. Mutation Entry No. 505 dated July 28, 2007 records that Madhav Keru Bhoir obtained a loan of Rs.1,00,000/- (Rupees One Lakh Only) from Khativali Vasind Seva Co-operative Society and accordingly an encumbrance of the society, was recorded in the other rights column of the captioned property.
4. By and under a Sale Deed dated May 12, 2008 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 1963 of 2008, (i) Meerabai Yashwant Farde, (ii) Madhav Keru Bhoir, (iii) Vatsala Namdev Dhamke, (iv) Sulochana Shankar Bhoir, (v) Yogesh Shankar Bhoir, (vi) Rakesh Shankar Bhoir and (vii) Vishal Shankar Bhoir sold,

transferred, conveyed and assigned all their right, title and interest in the area admeasuring 23 Ares out of the captioned property in favour of Jagmohansingh Arora and Kuljitsingh Arora on the terms and conditions contained therein. Mutation Entry No. 541 dated June 20, 2008 confirms the same.

**Comment:**

*The name of the first vendor is recorded as "Meerabai" in some places and "Neerabai" at a few other places. Further, in the identity card annexed to the sale deed, her name is recorded as Yashoda Farde. We have been informed that Yashoda Farde and Meerabai / Neerabai Yashwant Farde are one and same person.*

5. Mutation Entry No. 628 dated January 27, 2010 records that Madhav Keru Bhoir has repaid the entire loan of Kathivali Vasind Seva Co-operative Society and accordingly the encumbrance of the said society, that was recorded in the other rights column, stood deleted.
6. By and under a Sale Deed dated January 29, 2010, registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 427 of 2010, (i) Neerabai Yashwant Farde, (ii) Madhav Keru Bhoir, (iii) Vatsala Namdev Dhamke, (iv) Sulochana Shankar Bhoir, (v) Yogesh Shankar Bhoir, (vi) Rakesh Shankar Bhoir and (viii) Vishal Shankar Bhoir sold, transferred, conveyed and assigned all their right, title and interest in the area admeasuring 24.80 Ares out of the captioned property in favour of Kishor Dattatray Naik and Deepak Purshottam Shah on the terms and conditions contained therein. Mutation Entry No. 631 dated February 1, 2010 confirms the same.
7. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
8. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3740 of 2010, Jagmohansingh Arora and Kuljitsingh Arora introduced and transferred area admeasuring 23 Ares out of the captioned property as their capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik), on the terms and conditions contained therein. Mutation Entry No. 684 dated September 17, 2010 confirms the same.
9. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3737 of 2010, Kishor Dattatray Naik and Deepak Purshottam Shah introduced and transferred area admeasuring 24.80 Ares out of captioned property as their capital contribution in favour of the Firm (acting through its partner Hemant Ramesh Mhatre), on the terms and conditions contained therein. Mutation Entry No. 691 dated September 17, 2010 confirms the same.
10. Pursuant to the letter dated August 20, 2010 issued by Sub Divisional Officer and subsequent order dated September 30, 2010 passed by the Tahsildar, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column, stood deleted. Mutation Entry No. 698 dated October 1, 2010 confirms the same.
11. Mutation Entry No. 1107 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated August 31, 2016 issued by the Tahsildar, Thane, the 7/12 extracts pertaining to various properties were

computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**C. THIRD PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 284, admeasuring 60 Ares situate, lying and being at Village Khativali, Taluka Shahapur, District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Hemant Ramesh Mhatre.
Remarks in other rights column	The captioned property is a fragment.  The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in the Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that, Gat No. 284 was recorded in the names of Gopika Waman Jadhav, Baby Waman Jadhav, Vatsala Waman Jadhav and Gauri Waman Jadhav as the holders thereof.*

2. Mutation Entry No. 572 dated October 31, 2008 records that Gopika Waman Jadhav died on July 28, 2005 leaving behind the following heirs and legal representatives:

Daughters : Vatsala *alias* Nirmala Dhondu Bhare;  
Gauri Hasu Chavan;  
Kusum *alias* Saraswati Pandurang Shelar; and  
Baby *alias* Navali Lahu Dhasale (pre-deceased).

3. Mutation Entry No. 661 dated June 3, 2010 records that Vatsala *alias* Nirmala Dhondu Bhare died on February 15, 2009 leaving behind the following heirs and legal representatives:

Sons : Santosh Dhondu Bhare;  
Pandharinath Dhondu Bhare;  
Daughters : Savita Bhau Dhasade;  
Vanita Janardhan Kirpan; and  
Chandrabai Nathuram Gharat.

4. By and under a Sale Deed dated June 16, 2010, registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 2629 of 2010, (i) Santosh Dhondu Bhare, (ii) Pandarinath Dhondu Bhare, (iii) Gauri Hasu Chavan, (iv) Kusum *alias* Saraswati Pandurang Shelar, (v) Savita Bhau Dhasade, (vi) Vanita Janardhan Kirpan and (vii) Chandrabai Nathuram Gharat sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Kishor Dattatray Naik and Deepak Purshottam Shah through their constituted attorney Yogesh Hiraji Patil on the terms and conditions contained therein. Mutation Entry No. 668 dated July 5, 2010 confirms the same.

5. Mutation Entry No. 678 dated August 22, 2010 records that by an order dated August 21, 2010, the Collector, Thane granted permission for non-agricultural use of captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purposes.
6. Mutation Entry No. 691 does not pertain to the captioned property.
7. By and under a Transfer Deed dated August 23, 2010, registered at Serial No. 3761 of 2010, Kishor Dattatray Naik and Deepak Purshottam Shah introduced and transferred the captioned property as their capital contribution in favour of the Firm (acting through its partner Hemant Ramesh Mhatre), on the terms and conditions contained therein. Mutation Entry No. 692 dated September 17, 2010 confirms the same.
8. Mutation Entry No. 1107 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated August 31, 2016 issued by the Tahsildar, Thane, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**D. FOURTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 286, admeasuring 25 Ares situate, lying and being at Village Khativali, Taluka Shahapur, District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Hemant Ramesh Mhatre
Remarks in other rights column	The captioned property is a fragment.  The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in the Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that, Gat No. 286 was recorded in the name of Pundalik Lahu Patil as the holder thereof.*

2. By and under a Sale Deed dated January 27, 2010, registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 377 of 2010, Pundalik Lahu Patil with consent and confirmation of (i) Sanjabai Chagan Ghodvinde, (ii) Nilima Krushna Nichite, (iii) Pandurang Pundalik Patil and (iv) Dyaneshwar Pundalik Jadhav sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Kishor Dattatray Naik and Deepak Purshottam Shah on the terms and conditions contained therein.
3. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.



4. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3740 of 2010, Jagmohansingh Arora and Kuljitsingh Arora introduced and transferred the captioned property as their capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik), on the terms and conditions contained therein.

**Comment**

*It appears that Jagmohansingh Arora and Kuljitsingh Arora had inadvertently transferred the captioned property to the Firm inspite of not being the owners of the captioned property. It is advisable to execute and register a deed of cancellation.*

5. By and under Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3737 of 2010, Kishor Dattatray Naik and Deepak Purshottam Shah introduced and transferred the captioned property as their capital contribution in favour of the Firm (acting through its partner Hemant Ramesh Mhatre), on the terms and conditions contained therein. Mutation Entry No. 691 dated September 17, 2010 confirms the same.
6. Mutation Entry No. 1152 dated October 3, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated July 11, 2017 issued by the Tahsildar, Thane, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**E. FIFTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 287, admeasuring 1 Hectare 35.60 Ares situate, lying and being at Village Khativali, Taluka Shahapur, District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Hemant Ramesh Mhatre
Remarks in other rights column	The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provision of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in the Village Khativali.

**Comment:**

*Upon perusal of the 9(3) and 9(4) extract, we understand that, Gat No. 287 was recorded in the name of Yamunabai Babu alias Bhau Hardas as the holder thereof.*

2. Mutation Entry No. 28 dated August 12, 1986 records that Parvati Laxman Valne died 20 (twenty) years ago leaving behind the following heirs and legal representatives:

Son: Shankar Laxman Valne;  
 Daughters: Valki Aambo Vadre;  
                   Jani Laxman Valne;  
 Grandson: Gopal Bhaga Valne;  
                   Laxman Bhaga Valne;  
 Granddaughter: Manubai Valku Tople;

Janki Baban Bhatkari; and  
Bhagirathi Bhaga Valne.

3. Mutation Entry No. 39 dated October 24, 1986 records that pursuant to the site inspection on October 23, 1986 and earlier order dated December 31, 1971 of the Agriculture Tribunal, Shahapur in tenancy case bearing Case No. 35B of 1943, the names of the tenants i.e. Arvind Lakshman Valku and his heirs were deleted from the captioned property belonging to Yamunabai Babu Hardas.
4. By and under a Sale Deed dated February 6, 1987, registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 32 of 1987, Yamunabai Babu *alias* Bhau Hardas sold, transferred, conveyed and assigned all her right, title and interest in the captioned property in favour of Vishnu Pandurang Gujre on the terms and conditions contained therein. Mutation Entry No. 46 dated February 12, 1987 confirms the same.
5. Mutation Entry No. 265 dated May 3, 1996 records that Vishnu Pandurang Gujre died 2 (two) years ago leaving behind the following heirs and legal representatives:

Sons	:	Kantilal Vishnu Gujre; Suresh Vishnu Gujre; Shamnath Vishnu Gujre; Jaywant Vishnu Gujre; and
Daughter	:	Anita Vasant Chaudhari.
6. Mutation Entry No. 385 dated December 5, 2001 records that the encumbrance of Kathivali Vasind Seva Co-operative Society created *inter alia* in respect of the captioned property, stood deleted.
7. Mutation Entry No. 436 dated December 31, 2004 records that Suresh Vishnu Gujre obtained a loan of Rs.2,00,000/- (Rupees Two Lakhs Only) from Kathivali Vasind Seva Co-operative Society and accordingly, an encumbrance of the society came to be recorded in the other rights column of the captioned property.
8. Mutation Entry No. 563 dated September 1, 2008 records that since Kantilal Vishnu Gujre has repaid the entire loan obtained from Kathivali Vasind Seva Co-operative Society, the encumbrance of the society that was recorded in the other rights column of the captioned property, stood deleted.
9. By and under a Sale Deed dated January 18, 2010, registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 234 of 2010, (i) Kantilal Vishnu Gujre, (ii) Suresh Vishnu Gujre, (iii) Shamnath Vishnu Gujre, (iv) Jaywant Vishnu Gujre and (v) Anita Vasant Chaudhari sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Kishor Dattatray Naik and Deepak Purshottam Shah on the terms and conditions contained therein. Mutation Entry No. 622 dated January 26, 2010 confirms the same.
10. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
11. By and under Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3737 of 2010, Kishor Dattatray Naik and Deepak Purshottam Shah introduced and transferred the captioned property as their capital contribution in favour of the Firm (acting through its partner Hemant Ramesh

Mhatre), on the terms and conditions contained therein. Mutation Entry No. 691 dated September 17, 2010 confirms the same.

12. Pursuant to the order of the Tahsildar dated September 30, 2010 and the letter issued by Sub Divisional Officer, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column, stood deleted. Mutation Entry No. 697 dated October 1, 2010 confirms the same.
13. Mutation Entry No. 1107 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated August 31, 2016 issued by the Tahsildar, Thane, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**F. SIXTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 288, admeasuring 9 Ares situate, lying and being at Village Khativali, Taluka Shahapur, District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Hemant Ramesh Mhatre.
Remarks in other rights column	The user of the captioned property is non-agricultural

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 288 was recorded in the name of Bhaskar Dattatray Patil as the holder thereof.*

2. Mutation Entry No. 528 dated January 2, 2008 records that Bhaskar Dattatray Jadhav obtained a loan of Rs.7,50,000/- (Rupees Seven Lakhs Fifty Thousand Only) from Dena Bank, Vasind and accordingly, an encumbrance of the bank came to be recorded in the other rights column of the captioned property.
3. By and under a Sale Deed dated January 18, 2010, registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 229 of 2010, Bhaskar Dattatray Patil *alias* Jadhav with the consent and confirmation of Priya Bhaskar Patil *alias* Jadhav sold, transferred, conveyed and assigned all his right, title and interest in the captioned property in favour of Kishor Dattatray Naik and Deepak Purshottam Shah on the terms and conditions contained therein. Mutation Entry No. 623 dated January 26, 2010 confirms the same.
4. Mutation Entry No. 650 dated February 26, 2010 records that Bhaskar Dattatray Patil has repaid the loan availed from Dena Bank, Vasind in respect of the captioned property and thus, the encumbrance recorded in the other rights column in respect of the captioned property stood deleted.
5. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned

property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.

6. By and under Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3737 of 2010, Kishor Dattatray Naik and Deepak Purshottam Shah introduced and transferred all their right, title and interest in respect of the captioned property as their capital contribution in favour of the Firm (acting through its partner Hemant Ramesh Mhatre), on the terms and conditions contained therein. Mutation Entry No. 691 dated September 17, 2010 confirms the same.
7. Pursuant to the letter dated August 20, 2010 issued by Sub Divisional Officer and order of the Tahsildar dated September 30, 2010, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column, stood deleted. Mutation Entry No. 700 dated October 1, 2010 confirms the same.
8. Mutation Entry No. 1107 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated August 31, 2016 issued by the Tahsildar, Thane, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**G. SEVENTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 296 admeasuring 1 Hectare 1.80 Ares (including 10.30 Ares Potkharab) situate, lying and being at Village Khatali, Taluka Shahapur, District Thane.

Tenure	Occupant Class I
Name in holders column	i. Messrs. Swastik Swaraj through its partner Kishor Dattatray Naik (91.80 Ares)  ii. Director General, Ministry of Road Transport and Highways, Government of India (10 Ares).
Remarks in other rights column	The user of the captioned property is non-agricultural  Chief Engineer, National Highway No. 3 Thane

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khatali.

**Comment:**

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 296 was recorded in the name of Pandharinath Sadashiv Kabadi as the holder thereof.*

2. Mutation Entry No. 146 dated February 4, 1991 records that by and under Sale Deed dated April 26, 1984, Pandharinath Sadashiv Kabadi sold, transferred, conveyed and assigned all his right, title and interest in the property bearing Gat No. 296 (part) admeasuring 73.8 Ares in favour of Ganpat Sadashiv Kabadi on the terms and conditions contained therein.

3. Mutation Entry No. 363 dated March 2, 2001 records that the encumbrance of Kathivali Vasind Seva Co-operative Society created in respect of the captioned property, stood deleted.
4. By and under a Sale Deed dated August 17, 2007, registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 2355 of 2007, (i) Pandharinath Sadashiv Kabadi through his constituted attorney Manoj Sudhakar Deshmukh and (ii) Ganpat Sadashiv Kabadi sold, transferred, conveyed and assigned all their respective right, title and interest in the captioned property in favour of Kuljitsingh Arora and Jagmohansingh Arora, on the terms and conditions contained therein. Mutation Entry No. 524 dated November 17, 2007 confirms the same.
5. Mutation Entry No. 620 dated January 3, 2010 records that pursuant to an order dated December 22, 2009, passed by the Tahsildar, the name of "Director General, Ministry of Road Transport and Highways, Government of India" came to be recorded in respect of an area admeasuring 10 Ares out of the captioned property.
6. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
7. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3740 of 2010, Jagmohansingh Arora and Kuljitsingh Arora introduced and transferred the rights, title and interest in respect of the captioned property as their capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik), on the terms and conditions contained therein. However, Mutation Entry No. 684 dated September 17, 2010 records that pursuant to the aforementioned Transfer Deed, an area admeasuring 91.80 Ares pertaining to Gat No. 298 is transferred to the Firm.
8. Pursuant to the letter dated August 20, 2010 issued by Sub Divisional Officer and order of the Tahsildar dated September 30, 2010, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column, stood deleted. Mutation Entry No. 698 dated October 1, 2010 confirms the same.
9. Mutation Entry No. 1107 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated August 31, 2016 issued by the Tahsildar, Thane, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**H. EIGHTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 298 admeasuring 89 Ares (including 12.20 Ares Potkharab) situate, lying and being at Village Khativali, Taluka Shahapur, District Thane.

Tenure	Occupant Class I
Name in holders column	i. Messrs. Swastik Swaraj through its partner Kishor Dattatray Naik (73.50 Ares)
	ii. Director General, Ministry of Road Transport and Highways, Government of

	India (15.50 Ares)
Remarks in other rights column	The user of the captioned property is non-agricultural.  Chief Engineer, National Highway No. 3 Thane

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

**Comment:**

*Upon perusal of the 9(3) and 9(4) extract, we understand that, Gat No. 298 was recorded in the name of Meerabai Anand Kundar as the holder thereof.*

2. Mutation Entry No. 298 dated November 30, 1997 records that by and under a Sale Deed dated July 16, 1992, Meerabai Anand Kundar sold, transferred, conveyed and assigned all her right, title and interest in the captioned property in favour of (i) Rashamsingh Kartasingh Sohra and (ii) Veenadevi Dilip Valecha, on the terms and conditions contained therein.
3. By and under a Sale Deed dated March 15, 2007 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 684 of 2007, (i) Rashamsingh Kartasingh Sohra and (ii) Veenadevi Dilip Valecha sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Jayesh Shivilal Shethia, on the terms and conditions contained therein. Mutation Entry No. 499 dated July 18, 2007 confirms the same.
4. By and under a Sale Deed dated September 21, 2007 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 2698 of 2007, Jayesh Shivilal Shethia sold, transferred, conveyed and assigned all his right, title and interest in the captioned property in favour of (i) Manish Balkrishna Mundra, (ii) Amar Balkrishna Mundra, (jointly entitled to 35% in the captioned property) (iii) Jyoti Pravin Mundra (entitled to 35% in the captioned property) and (iv) Chandraprakash Bhikulaji Kabra (entitled to 30% in the captioned property) on the terms and conditions contained therein. Mutation Entry No. 562 dated August 26, 2008 confirms the same.
5. Mutation Entry No. 574 does not pertain to the captioned property.
6. By and under a Sale Deed dated June 8, 2009 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 1844 of 2009, (i) Manish Balkrishna Mundra, (ii) Amar Balkrishna Mundra, (iii) Jyoti Pravin Mundra and (iv) Chandraprakash Bhikulaji Kabra sold, transferred, conveyed and assigned all their right, title and interest in the land admeasuring 73.5 Ares out of the captioned property in favour of Jagmohansingh Arora and Kuljitsingh Arora on the terms and conditions contained therein. Mutation Entry No. 612 dated November 10, 2009 confirms the same.
7. Mutation Entry No. 620 dated January 3, 2010 records that pursuant to an order dated December 22, 2009, passed by the Tahsildar, the name of "Director General, Ministry of Road Transport and Highways, Government of India" came to be recorded in respect of an area admeasuring 15.50 Ares out of the captioned property.
8. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector, Thane granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the

captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.

9. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3740 of 2010, Jagmohansingh Arora and Kuljitsingh Arora introduced and transferred inter alia the captioned property as their capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik) on the terms and conditions contained therein. However, Mutation Entry No. 684 dated September 17, 2010 records that pursuant to the aforementioned Transfer Deed, an area admeasuring 73.50 Ares pertaining to Gat No.298 is transferred to the Firm.
10. Pursuant to the letter dated August 20, 2010 issued by Sub Divisional Officer and order of the Tahsildar dated September 30, 2010, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column, stood deleted. Mutation Entry No. 698 dated October 1, 2010 confirms the same.
11. Mutation Entry No. 1107 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated August 31, 2016 issued by the Tahsildar, Thane, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**I. NINTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 301 admeasuring 74.30 Ares (including 8.60 Ares Potkharab) situate, lying and being at Village Khativali, Taluka Shahapur, District Thane.

Tenure	Occupant Class I
Name in holders column	i. Messrs. Swastik Swaraj through its partner Kishor Dattatray Naik (54.30 Ares)  ii. Cetron Limited through its manager Vilas Madhav Dingre (20 Ares)
Remarks in other rights column	Encumbrances of: i. Bank of India – Rs. 32 Crores. ii. State Bank of India – Rs. 26.75 Crores. iii. Bank of India – Rs. 3 Crores. iv. State Bank of India– Rs. 2 Crores.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 301 was recorded in the name of Pandharinath Sadashiv Kabadi as the holder thereof.*

2. Mutation Entry No. 56 dated August 27, 1987 records that Pandharinath Sadashiv Kabadi obtained a loan of Rs.5,000/- (Rupees Five Thousand Only) from Kathivali Vasind Seva Co-operative Society and thus, an encumbrance of the society was recorded in the other rights column of the captioned property.

3. Mutation Entry No. 363 dated March 2, 2001 records that the encumbrance of Kathivali Vasind Seva Co-operative Society created *inter alia* in respect of the captioned property, stood deleted.
4. By and a Sale Deed dated May 21, 2007 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 1413 of 2007, (i) Pandharinath Sadashiv Kabadi and (ii) Ganpat Sadashiv Kabadi sold, transferred, conveyed and assigned all their right, title and interest in an area admeasuring 20 Ares out of the captioned property in favour of Cetron Limited through its Manager Vilas Madhav Dingre, on the terms and conditions contained therein. Mutation Entry No. 497 dated June 4, 2007 confirms the same.
5. By and under a Sale Deed dated August 17, 2007 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 2354 of 2007, Pandharinath Sadashiv Kabadi through his constituted attorney Manoj Sudhakar Deshmukh sold, transferred, conveyed and assigned all his right, title and interest in an area admeasuring 54.30 Ares out of the captioned property in favour of Jagmohansingh Arora and Kuljitsingh Arora on the terms and conditions contained therein. Mutation Entry No. 525 dated November 17, 2007 confirms the same.
6. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
7. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3740 of 2010, Jagmohansingh Arora and Kuljitsingh Arora introduced and transferred, conveyed and assigned their right, title and interest in respect of an area admeasuring 54.30 Ares out of the captioned property as their capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik) on the terms and conditions contained therein. Mutation Entry No. 684 dated September 17, 2010 confirms the same.
8. Pursuant to the letter dated August 20, 2010 issued by Sub Divisional Officer and order of the Tahsildar dated September 30, 2010, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column, stood deleted. Mutation Entry No. 698 dated October 1, 2010 confirms the same.
9. Mutation Entry No. 953 dated November 2, 2013 records that Cetron Limited has availed loan facility of Rs.32,00,00,000/- (Rupees Thirty Two Crore Only) from Bank of India and Rs.26,75,00,000/- (Rupees Twenty Six Crore Seventy Five Lakh Only) from State Bank of India and thus, the charge of the aforesaid banks were recorded in the other right column for an area admeasuring 20 Ares of Gat No.301.
10. Mutation Entry No. 1092 dated July 28, 2015 records that Cetron Limited has availed loan facility of Rs.3,00,00,000/- (Rupees Three Crore Only) from Bank of India and thus, the charge of Bank of India is recorded in the other right column of the captioned property.
11. Mutation Entry No. 1093 dated July 28, 2015 records that Cetron Limited has availed loan facility of Rs.2,00,00,000/- (Rupees Two Crore Only) from State Bank of India and thus, the charge of State Bank of India is recorded in the other right column of the captioned property.



12. Mutation Entry No. 1107 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated August 31, 2016 issued by the Tahsildar, Thane, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**J. TENTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 302, admeasuring 81 Ares situate, lying and being at Village Khativali, Taluka Shahapur, District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Kishor Dattatray Naik
Remarks in other rights column	The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 302 was recorded in the name of Baliram Kalu Nichete as the holder thereof.*

2. Mutation Entry No. 230 dated September 17, 1993 records that by and under a Sale Deed dated September 7, 1993 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 746 of 1993, Baliram Kalu Nichete sold, transferred, conveyed and assigned all his right, title and interest in the captioned property in favour of Vilas Dhondu Jage on the terms and conditions contained therein.
3. By and under a Sale Deed dated February 11, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 631 of 2010, Vilas Dhondu Jage with the consent and confirmation of (i) Amol Vilas Jage and (ii) Dipali Aatish Shette sold, transferred, conveyed and assigned all his right, title and interest in the captioned property in favour of Hemant Ramesh Mhatre on the terms and conditions contained therein. Mutation Entry No. 646 dated February 24, 2010 confirms the same.
4. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
5. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3744 of 2010, Hemant Ramesh Mhatre introduced and transferred, conveyed and assigned all his right, title and interest *inter alia* in respect of the captioned property as his capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik) on the terms and conditions contained therein. Mutation Entry No. 689 dated September 17, 2010 confirms the same.
6. Mutation Entry No. 1120 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order of Tahsildar, Thane

dated March 12, 2017, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**K. ELEVENTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 303, admeasuring 52 Ares situate, lying and being at Village Khativali, Taluka Shahapur, District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Kishor Dattatray Naik
Remarks in other rights column	The captioned property is a fragment.  The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 303 was recorded in the name of Budhaji Kalu Nichite as the holder thereof.*

2. Mutation Entry No. 11 does not pertain to the captioned property.
3. Mutation Entry No. 13 dated July 7, 1986 records that pursuant to a declaration given by Budhaji Kalu Nichite, various properties including the captioned property were partitioned among his sons and accordingly the captioned property came to the share of Sakharam Budhaji Nichite.
4. Mutation Entry No. 297 dated November 30, 1997 records that Sakharam Budhaji Nichite has repaid the entire loan availed from Kathivali Vasind Seva Co-operative Society and accordingly, the encumbrance of the society that was recorded in the other rights column of the captioned property, stood deleted.
5. By and under a Sale Deed dated March 29, 2000 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 286 of 2000, Sakharam Budhaji Nichite sold, transferred, conveyed and assigned all his right, title and interest in the captioned property in favour of Smita Charandas Donde on the terms and conditions contained therein. Mutation Entry No. 498 dated June 13, 2007 confirms the same.
6. By and under a Sale Deed dated March 12, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 1106 of 2010, Smita Charandas Donde sold, transferred, conveyed and assigned all her right, title and interest in the captioned property in favour of Hemant Ramesh Mhatre on the terms and conditions contained therein. Mutation Entry No. 654 dated March 15, 2010 confirms the same.
7. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.

8. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3744 of 2010, Hemant Ramesh Mhatre introduced and transferred, conveyed and assigned his right, title and interest inter alia in respect of the captioned property as his capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik), on the terms and conditions contained therein. Mutation Entry No. 689 dated September 17, 2010 confirms the same.
9. Pursuant to the letter dated August 20, 2010 issued by Sub Divisional Officer and order of the Tahsildar dated September 30, 2010, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column, stood deleted. Mutation Entry No. 700 dated October 1, 2010 confirms the same.
10. Mutation Entry No. 1120 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order of Tahsildar, Thane dated March 12, 2017, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**L. TWELFTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 304, admeasuring 16.20 Ares situate, lying and being at Village Khativali, Taluka Shahapur, District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partners Jagmohan Singh Arora and Kuljeet Singh Arora
Remarks in other rights column	The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 304 was recorded in the names of Meerabai Bango Jadhav and Yamunabai Bango Jadhav as the holder thereof.*

2. Mutation Entry No. 511 dated September 3, 2007 records that Meerabai Bango Jadhav died on August 13, 1997 leaving behind her the following heirs and legal representatives:

Sons : Gurunath Bango Jadhav;  
Vasudev Bango Jadhav;  
Vasant Bango Jadhav;  
Daughter : Barki Bango Jadhav; and  
Co-Wife Yamunabai Bango Jadhav.

3. By and under a Sale Deed dated January 18, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 235 of 2010, Yamunabai Bango Jadhav with consent and confirmation of (i) Gurunath Bango Jadhav, (ii) Vasudev Bango Jadhav, (iii) Vasant Bango Jadhav, (iv) Barki Bango Jadhav, (v) Harshala Vasant Jadhav

(minor), (vi) Vaishali Gurunath Jadhav (minor), (vii) Kavita Vasudev Jadhav (minor), (viii) Bhau Gurunath Jadhav sold, transferred, conveyed and assigned all their right, title and interest inter alia in respect of the captioned property in favour of (i) Hemant Ramesh Mhatre, (ii) Kishor Dattatray Naik and (iii) Deepak Purshottam Shah, on the terms and conditions contained therein. Mutation Entry No. 624 dated January 26, 2010 confirms the same.

4. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
5. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3739 of 2010, (i) Kishor Dattatray Naik, (ii) Hemant Ramesh Mhatre and (iii) Deepak Purshottam Shah introduced and transferred, conveyed and assigned their right, title and interest in respect of the captioned property as their capital contribution in favour of the Firm (acting through its partners Jagmohan Singh Arora and Kuljeet Singh Arora), on the terms and conditions contained therein. Mutation Entry No. 690 dated September 17, 2010 confirms the same.
6. Pursuant to the letter dated August 20, 2010 issued by Sub Divisional Officer and order of the Tahsildar dated September 30, 2010, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column, stood deleted. Mutation Entry No. 700 dated October 1, 2010 confirms the same.
7. Mutation Entry No. 1120 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order of Tahsildar, Thane dated March 12, 2017, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**M. THIRTEENTH PROPERTY**

Re: All pieces and parcels of land bearing Gat No. 305 and admeasuring 92.20 Ares situate, lying and being at Village Khativali, Taluka Shahapur, District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Kishor Dattatray Naik
Remarks in other rights column	The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 305 admeasuring 92.20 Ares was recorded in the name of Yamunabai Babu alias Bhau Hardas as the holder thereof.*

2. Mutation Entry No. 28 dated August 12, 1986 records that Parvati Laxman Valne died 20 (twenty) years ago leaving behind the following heirs and legal representatives:

Son: Shankar Laxman Valne;  
Daughters: Valki Aambo Vadre;  
                  Jani Laxman Valne;  
Grandson: Gopal Bhaga Valne;  
                  Laxman Bhaga Valne;  
Granddaughter: Manubai Valku Tople;  
                  Janki Baban Bhatkari; and  
                  Bhagirathi Bhaga Valne.

3. Mutation Entry No. 39 dated October 24, 1986 records that pursuant to the site inspection on October 23, 1986 and earlier order dated December 31, 1971 of the Agriculture Tribunal, Shahapur in tenancy case bearing Case No. 35B of 1943, the names of the tenants i.e. Arvind Lakshman Valku and his heirs were deleted from the captioned property belonging to Yamunabai Babu Hardas.

4. Mutation Entry No. 137 dated December 6, 1990 records that Yamunabai Babu Hardas died on February 9, 1988 leaving behind the following heirs and legal representatives:

Daughter-in-law : Sunanda Kaluram Hardas;  
Grandsons : Dilip Kaluram Hardas;  
                  Nitin Kaluram Hardas;  
Grand-Daughters : Suman Arun Takekar;  
                  Tara Sudhakar Choudhary;  
                  Mangal Pramod Khismatrao; and  
                  Sharmila Kaluram Hardas.

5. Mutation Entry No. 193 does not pertain to the captioned property.

6. Mutation Entry No. 305 does not pertain to the captioned property.

7. By and under a Sale Deed dated August 16, 2007 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 2342 of 2007, (i) Dilip Kaluram Hardas, (ii) Nitin Kaluran Hardas, (iii) Sunanda Kaluram Hardas, (iv) Suman Arun Takekar, (v) Tara Sudhakar Choudhary, (vi) Mangal Pramod Khismatrao and (vii) Sharmila Kaluram Hardas sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Jagmohansingh Arora and Kuljitsingh Arora, on the terms and conditions contained therein. Mutation Entry No. 526 dated November 17, 2007 confirms the same.

**Comment:**

*The aforementioned Sale Deed erroneously records potkharab area of 13.9 Ares. However, as per the 7/12 extract there is no potkharab area for Gat No. 305.*

8. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.

9. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3740 of 2010, Jagmohansingh Arora and Kuljitsingh Arora introduced and transferred, conveyed and assigned their right, title

and interest in respect of the captioned property as their capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik) on the terms and conditions contained therein. Mutation Entry No. 684 dated September 17, 2010 confirms the same.

10. Pursuant to the letter dated August 20, 2010 issued by Sub Divisional Officer and order of the Tahsildar dated September 30, 2010, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column, stood deleted. Mutation Entry No. 698 dated October 1, 2010 confirms the same.
11. Mutation Entry No. 1120 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order of Tahsildar, Thane dated March 12, 2017, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**N. FOURTEENTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 306, admeasuring 241.20 Ares (including 20.60 Ares Potkharab) situate, lying and being at Village Khativali, Taluka Shahapur, District Thane.

Tenure	Occupant Class I
Name in holders column	i. Messrs. Swastik Swaraj through its partner Hemant Ramesh Mhatre (entitlement of 134 Ares)  ii. Kishor Dattatray Naik and Deepak Purushottam Shah) (entitlement of 107.20 Ares)
Remarks in other rights column	Maharashtra Forest.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 306 was recorded in the name of Sharad Keshav Salunkhe as the holder thereof.*

2. Mutation Entry No. 192 dated January 4, 1992 records that pursuant to Certificate dated January 2, 1992 issued by Kathivali Vasind Seva Co-operative Society, the encumbrance of the said society, that was recorded in the other rights column, stood deleted.
3. Mutation Entry No. 255 dated March 25, 1996 records that by and under a Sale Deed dated November 30, 1996, registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 300 of 1996, Sharad Keshav *alias* Dhamaji Salunkhe sold, transferred, conveyed and assigned all his right, title and interest in the captioned property in favour of Yogita Ramprakash Dhingda on the terms and conditions contained therein.
4. Mutation Entry No. 442 dated May 14, 2005 records that remarks of "Maharashtra Forest" came to be recorded in the other right column of the 7/12 extract for an area admeasuring 107.20 Ares.

5. By and under a Sale Deed dated February 2, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 485 of 2010, Yogita Ramprakash Dhingda sold, transferred, conveyed and assigned all her right, title and interest in the captioned property in favour of Kishor Dattatray Naik and Deepak Purshottam Shah on the terms and conditions contained therein. Mutation Entry No. 635 dated February 3, 2010 confirms the same.
6. The Deputy Inspector of Forest, Forest Department, Shahapur vide its letter dated February 3, 2010 confirmed that out of Gat No.306:
  - (i) an area admeasuring 107.20 Ares bearing old Survey No. 9 is affected under Section 22A of Maharashtra Private Forest (Acquisition) Act 1975 and thus, the remark of "Forest" has been kept in the other right column of the 7/12 extract; and
  - (ii) balance area admeasuring 134 Ares bearing old Survey No. 10 and Survey No. 11 Hissa No. 4 are excluded from forest acquisition.
7. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
8. By and under Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3737 of 2010, Kishor Dattatray Naik and Deepak Purshottam Shah introduced and transferred, conveyed and assigned their right, title and interest in respect of an area admeasuring 134 Ares out of the captioned property as their capital contribution in favour of the Firm (acting through its partner Hemant Ramesh Mhatre), on the terms and conditions contained therein. Mutation Entry No. 691 dated September 17, 2010 confirms the same.
9. Pursuant to the letter dated August 20, 2010 issued by Sub Divisional Officer and order of the Tahsildar dated September 30, 2010, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column, stood deleted. Mutation Entry No. 696 dated October 1, 2010 confirms the same.

**O. FIFTEENTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 308, admeasuring 48.10 Ares situate, lying and being at Village Khativali, Taluka Shahapur and District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Kishor Dattatray Naik
Remarks in other rights column	The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

**Comment:**

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 308 was recorded in the name of Baliram Kalu Nichete as the holder thereof.*

2. Mutation Entry No. 329 dated June 20, 1999 records that the loan created at Kathivali Vasind Seva Co-operative Society has been repaid and thus, the encumbrance recorded in the other rights column in respect of the captioned property was deleted.
3. Mutation Entry No. 458 dated December 24, 2005 records that Baliram Kalu Nichite died on October 5, 2005 leaving behind the following heirs and legal representatives:  
  
Nana Baliram Nichite;  
Dhondibai Ramchandra Patil; and  
Kantabai Balkrishna Patil.
4. By and under a Sale Deed dated February 26, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 867 of 2010, Nana Baliram Nichite for himself and as a constituted attorney of (i) Dondibai Ramchandra Patil and (ii) Kantabai Balkrishna Patil with consent and confirmation of (i) Kiran Nana Nichete, (ii) Dhiraj Kiran Nichite (through his father Kiran Nana Nichite as his natural guardian), (iii) Mukta Kiran Nichite (through her father Kiran Nana Nichite as her natural guardian), (iv) Arun Nana Nichite, (v) Aditya Arun Nichite (through his father Arun Nana Nichite as his natural guardian), (vi) Harshvardhan Arun Nichite (through his father Arun Nana Nichite as his natural guardian), (vii) Shobha alias Bhavna Balaram Bhoir and (viii) Savita Sudesh Bankari sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Deepak Purshottam Shah, on the terms and conditions contained therein. Mutation Entry No. 651 dated March 4, 2010 confirms the same.
5. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector, Thane granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
6. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3736 Of 2010, Deepak Purshottam Shah introduced and transferred, conveyed and assigned all his right, title and interest in the captioned property as his capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik), on the terms and conditions contained therein. Mutation Entry No. 685 dated September 17, 2010 confirms the same.
7. Pursuant to the letter dated August 20, 2010 issued by Sub Divisional Officer and order of the Tahsildar dated September 30, 2010, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column, stood deleted. Mutation Entry No. 700 dated October 1, 2010 confirms the same.
8. Mutation Entry No. 1120 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order of Tahsildar, Thane dated March 12, 2017, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.



**P. SIXTEENTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 309, admeasuring 49.30 Ares, lying and being at Village Khativali, Taluka Shahapur and District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Kishor Dattatray Naik
Remarks in other rights column	The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 309 was recorded in the name of Budhaji Kalu Nichite as the holder thereof.*

2. Mutation Entry No. 12 dated July 5, 1986 records that Budha Kalu Nichite obtained a loan of Rs.4000/- (Rupees Four Thousand Only) from Khativali Vasind Seva Co-operative Society and accordingly an encumbrance of the society, was recorded in the other rights column of the captioned property.
3. Mutation Entry No. 13 dated July 7, 1986 records that pursuant to a declaration of Budhaji Kalu Nichite, inter alia in respect of the captioned property, the captioned property was partitioned and divided into two parts amongst his sons as follows:
  - (i) an area admeasuring 29.3 Ares of Gat No.309 came to the share of Vaman Budhaji Nichite; and
  - (ii) an area admeasuring 20 Ares of Gat No.309 came to the share of Sakharam Budhaji Nichite.
4. Mutation Entry No. 271 dated May 24, 1996 records that Vaman Budhaji Nichite died 3 (three) years ago leaving behind the following heirs and legal representatives:
 

Wife	:	Yamunabai Vaman Nichite;
Daughters	:	Yashoda Shantaram Bhangre; Gulab Shankar Bhagrath; Surekha Shankar Tarmale; Vandana Ramesh Bhere.
5. Mutation Entry No. 570 dated October 6, 2008 records that Pandurang Budhaji Nichite has repaid the loan created at Kathivali Vasind Seva Co-operative Society and thus, the encumbrance recorded in the other rights column in respect of the captioned property was deleted.
6. Mutation Entry No. 626 dated January 27, 2010 records that Sakharam Budhaji Nichite has repaid the loan created at Kathivali Vasind Seva Co-operative Society and thus, the encumbrance recorded in the other rights column in respect of the captioned property was deleted.

7. By and under a Sale Deed dated January 29, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 428 of 2010, (i) Sakharam Budhaji Nichite, (ii) Yamunabai Vaman Nichite, (iii) Yashoda Shantaram Bhangre, (iv) Gulab Shankar Bhagrath, (v) Surekha Shankar Tarmale and (vi) Vandana Ramesh Bhare alongwith the confirmation of (i) Reshma Dipak Sapat, (ii) Pramod Sakharam Nichite and (iii) Nisha Sakharam Nichite sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Hemant Ramesh Mhatre on the terms and conditions contained therein. Mutation Entry No. 629 dated February 1, 2010 confirms the same.
8. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector, Thane granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
9. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3744 of 2010, Hemant Ramesh Mhatre introduced and transferred, conveyed and assigned all his right, title and interest in respect of the captioned property as his capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik), on the terms and conditions contained therein. Mutation Entry No. 689 dated September 17, 2010.
10. Pursuant to the letter dated August 20, 2010 issued by Sub Divisional Officer and order of the Tahsildar dated September 30, 2010, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column, stood deleted. Mutation Entry No. 700 dated October 1, 2010 confirms the same.
11. Mutation Entry No. 1107 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated August 31, 2016 issued by the Tahsildar, Thane, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.
12. Mutation Entry No. 1120 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order of Tahsildar, Thane dated March 12, 2017, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**Q. SEVENTEENTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 310, admeasuring 16.20 Ares situate, lying and being at Village Khativali, Taluka Shahapur and District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Hemant Ramesh Mhatre.
Remarks in other rights column	The captioned property is a fragment.  The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

**Comment:**

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 310 was recorded in the names of Vijay Dhamaji Salunkhe, Sulochana Dhamaji Salunkhe, Sharad Dhamaji Salunkhe and Dushyant Dhamaji Salunkhe as the holder thereof.*

2. Mutation Entry No. 21 dated July 15, 1986 records that Vijay Dhamaji Salunkhe died on September 15, 1984 leaving behind the following heirs and legal representatives:

Wife : Manisha Vijay Salunkhe;  
Daughters : Vrushali Devidas Bahirat;  
Vaishali Vijay Salunkhe; and  
Son : Vivek Vijay Salunkhe.

3. Mutation Entry No. 192 dated January 4, 1992 records that pursuant to Certificate dated January 2, 1992 issued by Kathivali Vasind Seva Co-operative Society, the encumbrance of the said society, that was recorded in the other rights column, stood deleted.

4. Mutation Entry No. 215 does not pertain to the captioned property.

5. Mutation Entry No. 217 dated March 11, 1993 records that Sulochana Dhamaji Salunkhe died on February 12, 1993 leaving behind the following heirs and legal representatives:

Sharad Dhamaji Salunkhe;  
Dushyant Dhamaji Salunkhe;  
Manisha Vijay Salunkhe;  
Vrushali Devidas Bahirat;  
Vaishali Vijay Salunkhe; and  
Vivek Vijay Salunkhe.

6. By and under a Sale Deed dated November 30, 1995 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 302 of 1996, (i) Dushyant Dhamaji Salunkhe, (ii) Sharad Keshav *alias* Dhamaji Salunkhe, (iii) Vivek Vijay Salunkhe, (iv) Vaishali Vijay Salunkhe, (v) Vrushali Devidas Bahirath and (vi) Manisha Vijay Salunkhe sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Nirmala Ramprakash Dhingda on the terms and conditions contained therein. Mutation Entry No. 257 dated March 25, 1996 confirms the same.

7. By and under a Sale Deed dated February 2, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 480 of 2010, Nirmala Ramprakash Dhingda sold, transferred, conveyed and assigned all her right, title and interest *inter alia* in respect of the captioned property in favour of Kishor Dattatray Naik and Deepak Purshottam Shah on the terms and conditions contained therein. Mutation Entry No. 634 dated February 3, 2010 confirms the same.

8. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector, Thane granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the

captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.

9. By and under Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3737 of 2010, Kishor Dattatray Naik and Deepak Purshottam Shah introduced and transferred, conveyed and assigned all their right, title and interest in respect of the captioned property as their capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik), on the terms and conditions contained therein. Mutation Entry No. 691 dated September 17, 2010 confirms the same.
10. Pursuant to the letter dated August 20, 2010 issued by Sub Divisional Officer and order of the Tahsildar dated September 30, 2010, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column, stood deleted. Mutation Entry No. 700 dated October 1, 2010 confirms the same.
11. Mutation Entry No. 1120 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order of Tahsildar, Thane dated March 12, 2017, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**R. EIGHTEENTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 311, admeasuring 33 Ares situate, lying and being at Village Khativali, Taluka Shahapur and District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partners Jagmohan Singh Arora and Kuljeet Singh Arora
Remarks in other rights column	The captioned property is a fragment.  The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 311 was recorded in the names of Meerabai Bango Jadhav and Yamunabai Bango Jadhav as the holders thereof.*

2. Mutation Entry No. 511 dated September 3, 2007 records that Meerabai Bango Jadhav died on August 13, 1997 leaving behind the following heirs and legal representatives:

Sons : Gurunath Bango Jadhav;  
Vasudev Bango Jadhav;  
Vasant Bango Jadhav;  
Daughters : Barki Bango Jadhav; and  
Yamunabai Bango Jadhav.

3. By and under a Sale Deed dated January 18, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 235 of 2010, Yamunabai Bango Jadhav with the consent of (i) Gurunath Bango Jadhav, (ii) Vasudev Bango Jadhav, (iii) Vasant Bango Jadhav, (iv) Barki Bango Jadhav, (v) Harshala Vasant Jadhav (minor), (vi) Vaishali Gurunath Jadhav (minor), (vii) Kavita Vasudev Jadhav (minor) and (viii) Bhau Gurunath Jadhav sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Hemant Ramesh Mhatre, Kishor Dattatray Naik and Deepak Purshottam Shah on the terms and conditions contained therein. Mutation Entry No. 624 dated January 26, 2010 confirms the same.
4. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector, Thane granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
5. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3739 of 2010, (i) Kishor Dattatray Naik, (ii) Hemant Ramesh Mhatre and (iii) Deepak Purshottam Shah introduced and transferred, conveyed and assigned all their right, title and interest in respect of the captioned property as their capital contribution in favour of the Firm (acting through its partners Jagmohansingh Arora and Kuljitsingh Arora), on the terms and conditions contained therein. Mutation Entry No. 690 dated September 17, 2010 confirms the same.
6. Pursuant to the letter dated August 20, 2010 issued by Sub Divisional Officer and order of the Tahsildar dated September 30, 2010, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column, stood deleted. Mutation Entry No. 700 dated October 1, 2010 confirms the same.
7. Mutation Entry No. 1120 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order of Tahsildar, Thane dated March 12, 2017, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**S. NINETEENTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 312, admeasuring 99 Ares situate, lying and being at Village Khativali, Taluka Shahapur and District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Hemant Ramesh Mhatre
Remarks in other rights column	The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in the Village Khativali.

**Comment:**

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 312 was recorded in the name of Yamunabai Babu Hardas as the holder thereof.*

2. Mutation Entry No. 28 dated August 12, 1986 records that Parvati Laxman Valne died 20 (twenty) years ago leaving behind the following heirs and legal representatives:

Son : Shankar Laxman Valne;  
Daughters : Valki Aambo Vadre;  
                  Jani Laxman Valne;  
Grandson : Gopal Bhaga Valne;  
                  Laxman Bhaga Valne;  
Granddaughter : Manubai Valku Tople;  
                  Janki Baban Bhatkari; and  
                  Bhagirathi Bhaga Valne.

3. Mutation Entry No. 39 dated October 24, 1986 records that pursuant to the site inspection on October 23, 1986 and earlier order dated December 31, 1971, passed by the Agriculture Tribunal, Shahapur in tenancy case bearing Case No. 35B of 1943, the names of the tenants i.e. Arvind Lakshman Valku or his heirs were deleted from inter alia the captioned property belonging to Yamunabai Babu Hardas.

4. By and under a Sale Deed dated February 7, 1987, registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 33 of 1987, Yamunabai Babu *alias* Bhau Hardas sold, transferred, conveyed and assigned all her right, title and interest in the captioned property in favour of Indirabai Vishnu Gujare on the terms and conditions contained therein. Mutation Entry No. 47 dated February 12, 1987 confirms the same.

5. Mutation Entry No. 263 dated May 3, 1996 records that Indirabai Vishnu Gujare died 4 (four) years ago leaving behind the following heirs and legal representatives:

Sons : Kantilal Vishnu Gujare;  
          Suresh Vishnu Gujare;  
          Shamnath Vishnu Gujare;  
          Jaywant Vishnu Gujare; and  
Daughter : Anita Vasant Chaudhari.

6. Mutation Entry No. 436 dated December 31, 2004 records that Suresh Vishnu Gujare obtained a loan of Rs.2,00,000/- (Rupees Two Lakhs Only) from Kathivali Vasind Seva Co-operative Society and accordingly, an encumbrance of the society came to be recorded in the other rights column of the captioned property.

7. Mutation Entry No. 563 dated September 1, 2008 records that Kantilal Vishnu Gujare has repaid the entire loan obtained from Kathivali Vasind Seva Co-operative Society and thus, the encumbrance, that was recorded in the other rights column of the captioned property, stood deleted.

8. By and under a Sale Deed dated January 18, 2010, registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 234 of 2010, (i) Kantilal Vishnu Gujare, (ii) Suresh Vishnu Gujare, (iii) Shamnath Vishnu Gujare, (iv) Jaywant Vishnu Gujare and (v) Anita Vasant Chaudhari sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Kishor Dattatray Naik and Deepak Purshottam Shah on the terms and conditions contained therein. Mutation Entry No. 622 dated January 26, 2010 confirms the same.

9. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector, Thane granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
10. By and under Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3737 of 2010, Kishor Dattatray Naik and Deepak Purshottam Shah introduced and transferred, conveyed and assigned all their right, title and interest in respect of the captioned property as their capital contribution in favour of the Firm (acting through its partner Hemant Ramesh Mhatre), on the terms and conditions contained therein. Mutation Entry No. 691 dated September 17, 2010.
11. Mutation Entry No. 700 does not pertain to the captioned property.
12. Pursuant to an order dated August 20, 2010 passed by the Sub-Divisional Officer in RTS No. 4948 and order dated September 30, 2010, passed by the Tahsildar in RTS No. 1429 of 2010, the mutation entry no. 239 in respect of the captioned property stood deleted on account of the same being obsolete. Mutation Entry No. 701 dated October 1, 2010 confirms the same.
13. Mutation Entry No. 1107 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated August 31, 2016 issued by the Tahsildar, Thane, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.
14. Mutation Entry No. 1120 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order of Tahsildar, Thane dated March 12, 2017, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**T. TWENTIETH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 314, admeasuring 10.40 Ares situate, lying and being at Village Khativali, Taluka Shahapur and District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Kishore Dattatray Naik
Remarks in other rights column	The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 314 was recorded in the name of Sharad Keshav alias Dhamaji Salunkhe as the holder thereof.*

2. Mutation Entry No. 21 dated July 15, 1986 records that Vijay Dhamaji Salunkhe died on September 15, 1984 leaving behind the following heirs and legal representatives:

Wife : Manisha Vijay Salunkhe;  
Daughters : Vrushali Devidas Bahirat;  
Vaishali Vijay Salunkhe; and  
Son : Vivek Vijay Salunkhe.

3. Mutation Entry No. 192 dated January 4, 1992 records that pursuant to Certificate dated January 2, 1992 issued by Kathivali Vasind Seva Co-operative Society, the encumbrance of the said society, that was recorded in the other rights column, stood deleted.
4. By and under a Sale Deed dated November 30, 1995 registered with the Sub-Registrar of Assurances at Shahapur under Serial No.301 of 1996, (i) Dushyant Dhamaji Salunkhe, (ii) Sharad Keshav alias Dhamaji Salunkhe, (iii) Vivek Vijay Salunkhe, (iv) Vaishali Vijay Salunkhe, (v) Vrushali Devidas Bahirat and (vi) Manisha Vijay Salunkhe sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Rakesh Ramprakash Dhingda on the terms and conditions contained therein. Mutation Entry No. 256 dated March 25, 1996 confirms the same.
5. By and under a Sale Deed dated February 4, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 509 of 2010, Rakesh Ramprakash Dhingda sold, transferred, conveyed and assigned all his right, title and interest in respect of the captioned property in favour of Hemant Ramesh Mhatre on the terms and conditions contained therein. Mutation Entry No. 640 dated February 5, 2010 confirms the same.
6. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
7. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3744 of 2010, Hemant Ramesh Mhatre introduced and transferred, conveyed and assigned all his right, title and interest *inter alia* in respect of the captioned property as his capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik), on the terms and conditions contained therein. Mutation Entry No. 689 dated September 17, 2010 confirms the same.
8. Mutation Entry No. 700 does not pertain to the captioned property.
9. Mutation Entry No. 1107 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated August 31, 2016 issued by the Tahsildar, Thane, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.



**U. TWENTY-FIRST PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 315, admeasuring 1 Hectare 13 Ares situate, lying and being at Village Khativali, Taluka Shahapur and District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Kishor Dattatray Naik.
Remarks in other rights column	The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

**Comment:**

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 315 was recorded in the names of Vijay Dhamaji Salunkhe, Sulochana Dhamaji Salunkhe, Sharad Dhamaji Salunkhe and Dushyant Dhamaji Salunkhe as the holders thereof.*

2. Mutation Entry No. 21 dated July 15, 1986 records that Vijay Dhamaji Salunkhe died on September 15, 1984 leaving behind the following heirs and legal representatives:

Wife : Manisha Vijay Salunkhe;  
Daughters : Vrushali Devidas Bahirat;  
Vaishali Vijay Salunkhe; and  
Son : Vivek Vijay Salunkhe.

3. Mutation Entry No. 217 dated March 11, 1993 records that Sulochana Dhamaji Salunkhe died on February 12, 1993 leaving behind the following heirs and legal representatives:

Sharad Dhamaji Salunkhe;  
Dushyant Dhamaji Salunkhe;  
Manisha Vijay Salunkhe;  
Vrushali Devidas Bahirat;  
Vaishali Vijay Salunkhe; and  
Vivek Vijay Salunkhe.

4. Mutation Entry No. 582 dated May 5, 2009 records that Dushyant Dhamaji Salunkhe died on March 29, 2008 leaving behind the following heirs and legal representatives:

Son : Shivraj Dushyant Salunkhe;  
Daughter : Dipti Ranjeet Jagtap; and  
Wife : Sushma Dushyant Salunkhe.

5. By and under a Sale Deed dated July 24, 2009 registered with the Sub-Registrar of Assurances under Serial No. 2454 of 2009, (i) Sharad Dhamaji Salunkhe (ii) Vivek Vijay Salunkhe (iii) Vaishali Rajesh Kute (iv) Sushma Dushyant Salunkhe (v) Vrushali Devidas Bahirat (vi) Manisha Vijay Salunkhe (vii) Shivraj Dushyant Salunkhe (viii) Dipti Ranjeet Jagtap sold, transferred, conveyed and assigned their right, title and interest in the captioned property in favour of Rakesh Ramprakash Dhingra and Vikas Pandurang

Shinde, on the terms and conditions contained therein. Mutation Entry No. 604 dated August 16, 2009 confirms the same.

6. By and under a Sale Deed dated February 4, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 510 of 2010, Rakesh Ramprakash Dhingra and Vikas Pandurang Shinde sold, transferred, conveyed and assigned all their right, title and interest in respect of the captioned property in favour of Hemant Ramesh Mhatre on the terms and conditions contained therein. Mutation Entry No. 639 dated February 5, 2010 confirms the same.
7. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties inter alia the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
8. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3744 of 2010, Hemant Ramesh Mhatre introduced and transferred, conveyed and assigned all his right, title and interest in respect of the captioned property as his capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik), on the terms and conditions contained therein. Mutation Entry No. 689 dated September 17, 2010 confirms the same.
9. Pursuant to the letter dated August 20, 2010 issued by Sub Divisional Officer and order of the Tahsildar dated September 30, 2010, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column was deleted. Mutation Entry No. 700 dated October 1, 2010 confirms the same.
10. Mutation Entry No. 1120 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order of Tahsildar, Thane dated March 12, 2017, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**V. TWENTY-SECOND PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 317, admeasuring 39.70 Ares situate, lying and being at Village Khativali, Taluka Shahapur and District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Kishore Dattatray Naik
Remarks in other rights column	The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 317 was recorded in the name of Budhaji Kalu Nichete as the holder thereof.*

2. Mutation Entry No. 12 dated July 5, 1986 records that Budha Kalu Nichite obtained a loan of Rs.4000/- (Rupees Four Thousand Only) from Khativali Vasind Seva Co-operative Society and accordingly an encumbrance of the society, was recorded in the other rights column of the captioned property.
3. Mutation Entry No. 187 dated December 18, 1991 records that Budhaji Kalu Nichite died on November 29, 1986 leaving behind the following heirs and legal representatives:  
  
Vaman Pandurang Nichite;  
Pandurang Budhaji Nichite;  
Sakharam Budhaji Nichite;  
Jijabai Savalaram Bhoir;  
Hirabai Vitthal Chougule;  
Dwarkabai Tukaram Dhanake; and  
Lakshmibai Budhaji Nichite.
4. Mutation Entry No. 271 dated May 24, 1996 records that Vaman Budhaji Nichite died 3 (three) years ago leaving behind the following heirs and legal representatives:  
  
Wife : Yamunabai Vaman Nichite;  
Daughters : Yashoda Shantaram Bhangre;  
Gulab Shankar Bhagrat;  
Surekha Shankar Tarmale; and  
Vandana Ramesh Bhere.
5. Mutation Entry No. 570 dated October 6, 2008 records that Pandurang Budhaji Nichite has repaid the loan obtained from Kathivali Vasind Seva Co-operative Society and thus, the encumbrance of the society recorded in the other rights column was deleted.
6. Mutation Entry No. 625 dated January 27, 2010 records that Lakshmibai Budhaji Nichite died on May 17, 1998 leaving behind the following heirs and legal representatives:  
  
Sons : Pandurang Budhaji Nichite;  
Sakharam Budhaji Nichite;  
Daughters : Jijabai Savalaram Bhoir;  
Hirabai Vitthal Choudhary; and  
Dwarkabai Tukaram Dhanake.

**Comment:**

*The name of Hirabai Chougule has been erroneously recorded as Hirabai Choudhary.*

7. Mutation Entry No. 626 dated January 27, 2010 records that Sakharam Budhaji Nichite has repaid the loan created from Kathivali Vasind Seva Co-operative Society and thus, the encumbrance of the society recorded in the other rights column was deleted.
8. By and under a Sale Deed dated February 11, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 609 of 2010, (i) Pandurang Budhaji Nichite, (ii) Sakharam Budhaji Nichite, (iii) Jijabai Savalaram Bhoir, (iv) Hirabai Vitthal Chougule/Choudhary, (v) Dwarkabai Tukaram Dhanake, (vi) Yamunabai Vaman Nichite, (vii) Yashoda Shantaram Bhangre, (viii) Gulab Shankar Bhagrat, (ix) Surekha Shankar Tarmale and (x) Vandana Ramesh Bhere with consent and confirmation of (i) Suresh Pandurang Nichite, (ii) Krushna Pandurang Nichite, (iii) Reshma Dipak Sapat

and (iv) Pramod Sakharam Nichite sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Hemant Ramesh Mhatre, on the terms and conditions contained therein. Mutation Entry No. 647 dated February 24, 2010 confirms the same.

9. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
10. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3744 of 2010, Hemant Ramesh Mhatre introduced and transferred, conveyed and assigned all his right, title and interest in respect of the captioned property as his capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik), on the terms and conditions contained therein. Mutation Entry No. 689 dated September 17, 2010 confirms the same.
11. Mutation Entry No. 1107 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated August 31, 2016 issued by the Tahsildar, Thane, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**W. TWENTY-THIRD PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 318, admeasuring 35.60 Ares situate, lying and being at Village Khativali, Taluka Shahapur and District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Kishore Dattatray Naik
Remarks in other rights column	The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 318 was recorded in the name of Sharad Keshav Salunkhe as the holder thereof.*

2. Mutation Entry No. 192 dated January 4, 1992 records that pursuant to Certificate dated January 2, 1992 issued by Kathivali Vasind Seva Co-operative Society, the encumbrance of the said society, that was recorded in the other rights column, stood deleted.
3. Mutation Entry No. 217 dated March 11, 1993 records that Sulochana Dhamaji Salunkhe died on February 12, 1993 leaving behind the following heirs and legal representatives:

Sharad Dhamaji Salunkhe;  
Dushyant Dhamaji Salunkhe;  
Manisha Vijay Salunkhe;  
Vrushali Devidas Bahirat;  
Vaishali Vijay Salunkhe; and  
Vivek Vijay Salunkhe.

**Comment:**

*Though this entry is not reflected on the 7/12 extract, the same pertains to the captioned property.*

4. By and under a Sale Deed dated November 30, 1995 registered with the Sub-Registrar of Assurances at Shahapur under Serial No.301 of 1996, (i) Dushyant Dhamaji Salunkhe, (ii) Sharad Keshav alias Dhamaji Salunkhe, (iii) Vivek Vijay Salunkhe, (iv) Vaishali Vijay Salunkhe, (v) Vrushali Devidas Bahirat and (vi) Manisha Vijay Salunkhe sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Rakesh Ramprakash Dhingda on the terms and conditions contained therein. Mutation Entry No. 256 dated March 25, 1996 confirms the same.
5. By and under a Sale Deed dated February 4, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 509 of 2010, Rakesh Ramprakash Dhingda sold, transferred, conveyed and assigned all his right, title and interest inter alia in respect of the captioned property in favour of Hemant Ramesh Mhatre on the terms and conditions contained therein. Mutation Entry No. 640 dated February 5, 2010 confirms the same.
6. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
7. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3744 of 2010, Hemant Ramesh Mhatre introduced and transferred, conveyed and assigned all his right, title and interest inter alia in respect of the captioned property as his capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik), on the terms and conditions contained therein. Mutation Entry No. 689 dated September 17, 2010 confirms the same.
8. Mutation Entry No. 1107 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated August 31, 2016 issued by the Tahsildar, Thane, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**X. TWENTY-FOURTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 323, admeasuring 1 Hectare 68 Ares situate, lying and being at Village Khativali, Taluka Shahapur and District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Hemant Ramesh Mhatre
Remarks in other rights column	The user of the captioned property is non-agricultural. (163.60 Ares)  The user of the captioned property is agricultural (4.40 Ares)  <b>Comment:</b>  <i>The developability of the property in the absence of NA for the entire property needs to be confirmed independently by an architect.</i>

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

**Comment:**

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 323 was recorded in the name of Dunda Padu Bhoir as the holder thereof.*

2. Mutation Entry No. 259 dated May 3, 1996 records that Dunda Padu Bhoir died in 1993 leaving behind the following heirs and legal representatives:

Sons : Vasant Dunda Bhoir;  
Dashrath Dunda Bhoir;  
Lahu Dunda Bhoir;  
Daughters : Jijabai Ganpat Shinde;  
Indubai Raghunath Jadhav; and  
Wife : Dhondaibai Dunda Bhoir.

3. Mutation Entry No. 322 dated February 17, 1999 records that Vasant Dunda Bhoir has repaid the loan obtained from Kathivali Vasind Seva Co-operative Society and thus, the encumbrance of the society that was recorded in the other rights column, stood deleted.
4. By and under a Sale Deed dated February 18, 1999 registered with the Sub-Registrar of Assurances at Shahapur on February 23, 1999 under Serial No. 104 of 1999, (i) Vasant Dunda Bhoir, (ii) Dashrath Dunda Bhoir, (iii) Lahu Dunda Bhoir, (iv) Dhondibai Dunda Bhoir, (v) Jijabai Ganpat Shinde and (vi) Indubai Raghunath Jadhav (through their constituted attorney Rakesh Ramprakash Dhingra) sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Rakesh Ramprasad Dhingra and Uma R. Dhingra on the terms and conditions contained therein. Mutation Entry No. 323 dated February 27, 1999 confirms the same.
5. By and under a Sale Deed dated May 24, 2010 and registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 2303 of 2010, Rakesh Ramprakash Dhingra and Uma Dhingra sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Kishor Dattatray Naik and Deepak Purshottam Shah, on the terms and conditions contained therein. Mutation Entry No. 664 dated June 2, 2010 confirms the same.

**Comment:**

*The stamp on the first two pages of the aforesaid sale deed erroneously records that the same is registered under Serial No. 2304 of 2010.*

6. Mutation Entry No. 676 dated August 22, 2010 records that by an order dated August 22, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 16,360 square meters out of the captioned property, on the terms and conditions contained therein.
7. By and under a Transfer Deed dated August 23, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3762 of 2010, Kishor Dattatray Naik and Deepak Purshottam Shah introduced and transferred, conveyed and assigned all their right, title and interest in the captioned property as their capital contribution in favour of the Firm (acting through its partner Hemant Ramesh Mhatre), on the terms and conditions contained therein. Mutation Entry No. 687 dated September 17, 2010 confirms the same.
8. Mutation Entry No. 691 does not pertain to the captioned property.
9. Mutation Entry No. 1107 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated August 31, 2016 issued by the Tahsildar, Thane, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**Y. TWENTY-FIFTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 339, admeasuring 379 Ares (including 33 Ares potkharab) situate, lying and being at Village Khativali, Taluka Shahapur and District Thane.

Tenure	Occupant Class I
Name in holders column	i. Messrs. Swastik Swaraj through its partner Hemant Ramesh Mhatre (1 Hectare 80 Ares) ii. Subadra Dattatray Kor iii. Kusum Ramchandra Jadhav iv. Aasha Raghunath Tarmale v. Sunita Eknath Kaur vi. Dhanashree Harishchandra Patil vii. Manisha Gajanan Farad viii. Rajshree Gajanan Nichite ix. Nandini Dyaneshwar Shelar x. Swati Eknath Kaur xi. Madhav Dagdu Kor xii. Bagubai Baban Nichite xiii. Gulab Khandu Kanthe xiv. Surekha Kisan Padval [(ii) to (xiv) jointly entitled to 1 Hectare 99 Ares]
Remarks in other rights column	The user of the captioned property to the extent of 1 Hectare 80 Ares is non-agricultural.  Mutation Entry No. 966 stands cancelled pursuant to the order of the Sub-divisional officer dated September 23,

	2015 and the order of Tehsildar, Bhiwandi dated January 24, 2014.  Encumbrance of Rs. 2 Lakhs.
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1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

**Comment:**

*Upon perusal of the 9(3) and 9(4) extract, we understand that, Gat No. 339 was recorded in the name of Bhagirati Dagdu Kor as the holder thereof.*

2. By and under a Sale Deed dated May 8, 2001 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 299 of 2001, Bhagirati Dagdu Kor sold, transferred, conveyed and assigned all her right, title and interest in respect of the property bearing Gat No. 339 (part) admeasuring 90 Ares out of the captioned property, in favour of Rakesh Ramprakash Dhingada on the terms and conditions contained therein. Mutation Entry No. 375 dated July 2, 2009 confirms the same.
3. Mutation Entry No. 374 dated July 2, 2009 records that by and under a registered Sale Deed dated May 8, 2001, Bhagirati Dagadu Kor sold, transferred, conveyed and assigned all her right, title and interest in respect of the property bearing Gat No. 339 (part) admeasuring 90 Ares out of the captioned property, in favour of Dipti Rakesh Dhingada on the terms and conditions contained therein.
4. By and under a Sale Deed dated May 31, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 2377 of 2010, Dipti Rakesh Dhingada and Rakesh Ramprakash Dhingada sold, transferred, conveyed and assigned their respective right, title and interest in the property bearing Gat No. 339 (part) admeasuring in the aggregate 1 Hectare 80 Ares out of the captioned property in favour of Kishor Dattatray Naik and Deepak Purshottam Shah equally, on the terms and conditions contained therein. Mutation Entry No. 669 dated July 12, 2010 confirms the same.
5. Mutation Entry No. 681 dated September 6, 2010 records that Bhagirati Dagdu Kaur repaid the loan obtained from Kathivali Vasind Seva Co-operative Society and accordingly the encumbrance of the society, that was recorded in other rights column, stood deleted.
6. By and under a Transfer Deed dated August 23, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3760 of 2010, Kishor Dattatray Naik and Deepak Purshottam Shah introduced and transferred, conveyed and assigned all their right, title and interest in an area admeasuring 1 Hectare 80 Ares out of the captioned property as their capital contribution in favour of the Firm (acting through its partner Hemant Ramesh Mhatre), on the terms and conditions contained therein. Mutation Entry No. 686 dated September 17, 2010 confirms the same.
7. Mutation Entry No. 966 dated February 20, 2014 records that pursuant to order dated January 24, 2014 passed by Tahsildar under Section 155 of Maharashtra Land Revenue Code 1966, names of (i) Dattatray Krushna Sapat and (ii) Gurnath Krushna Sapat came to be recorded for an area admeasuring 40 Ares out of Gat No.339 (part).



8. Mutation Entry No. 1099 dated November 24, 2015 records that pursuant to order dated September 23, 2015 passed by the Sub-Divisional Officer, Mutation Entry No. 966 stands deleted.
9. Mutation Entry No. 1152 dated October 3, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated July 11, 2017 issued by the Tahsildar, Thane, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.
10. Mutation Entry Nos. 1282 and 1341 have not been provided.

**Z. TWENTY-SIXTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 340, admeasuring 1 Hectare 39.3 Ares situate, lying and being at Village Khativali, Taluka Shahapur and District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Hemant Ramesh Mhatre
Remarks in other rights column	The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 340 was recorded in the name of Sharad Keshav Salunkhe as the holder thereof.*

2. Mutation Entry No. 192 dated January 4, 1992 records that pursuant to Certificate dated January 2, 1992 issued by Kathivali Vasind Seva Co-operative Society, the encumbrance of the said society, that was recorded in the other rights column, stood deleted.
3. By and under a Sale Deed dated June 28, 1996 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 751 of 1996, Sharad Keshav Salunkhe sold, transferred, conveyed and assigned all his right, title and interest in area admeasuring 58.3 Ares forming part of the captioned property in favour of Rakesh Ramprakash Dhingra, on the terms and conditions stipulated therein.
4. By and under a Sale Deed dated September 24, 2009 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 2453 of 2009, Sharad Keshav Salunkhe sold, transferred, conveyed and assigned all his right, title and interest in area admeasuring 81 Ares out of the captioned property in favour of Rakesh Ramprakash Dhingra and Vikas Pandurang Shinde, on the terms and conditions stipulated therein. Mutation Entry No. 603 dated August 16, 2009 confirms the same.
5. By and under a Sale Deed dated February 2, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 486 of 2010, Rakesh Ramprakash Dhingra and Vikas Pandurang Shinde sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Kishor Dattatray Naik and

Deepak Purshottam Shah, on the terms and conditions contained therein. Mutation Entry No. 632 dated February 3, 2010 confirms the same.

6. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
7. By and under Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3737 of 2010, Kishor Dattatray Naik and Deepak Purshottam Shah introduced and transferred, conveyed and assigned all their right, title and interest in respect of the captioned property as their capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik), on the terms and conditions contained therein. Mutation Entry No. 691 dated September 17, 2010 confirms the same.
8. Mutation Entry No. 1120 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order of Tahsildar, Thane dated March 12, 2017, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**AA. TWENTY-SEVENTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 341, admeasuring 4 Ares situate, lying and being at Village Khativali, Taluka Shahapur and District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Deepak Purushottam Shah
Remarks in other rights column	The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 341 was recorded in the name of Keru Antu Bhoir as the holder thereof.*

*Upon perusal of the 9(3) and 9(4) extract, we understand that the tenure of the captioned property was "restricted".*

2. Mutation Entry No. 340 dated November 30, 1999 records that Keru Antu Bhoir died on April 4, 1998 leaving behind the following heirs and legal representatives:

Madhav Keru Bhoir;  
Neerabai Yashwant Farde;  
Vatsala Namdev Dhamke;  
Shankar Keru Bhoir died on March 5, 2009 leaving behind him the following heirs and legal representatives:

Sulochana Shankar Bhoir;  
Rakesh Shankar Bhoir;  
Yogesh Shankar Bhoir; and  
Vishal Shankar Bhoir.

3. Mutation Entry No. 505 dated July 28, 2007 records that Madhav Keru Bhoir obtained a loan of Rs.1,00,000/- (Rupees One Lakh Only) from Khativali Vasind Seva Co-operative Society and accordingly an encumbrance of the society was recorded in the other rights column of the captioned property.
4. Mutation Entry No. 601 dated July 22, 2009 records that Madhav Keru Bhoir obtained a loan of Rs.80,000/- (Rupees Eighty Thousand Only) from the Kathivali Vasind Seva Co-operative Society in respect of the captioned property and accordingly an encumbrance of the society was recorded in the other rights column.
5. Mutation Entry No. 628 dated January 27, 2010 records that Madhav Keru Bhoir repaid the loan obtained from Khativali Vasind Seva Co-operative Society and accordingly, the encumbrance of the said society, that was recorded in the other rights column, stood deleted.
6. Mutation Entry No. 641 does not pertain to the captioned property.
7. By and under a Sale Deed dated March 9, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 985 of 2010, (i) Madhav Keru Bhoir, (ii) Neerabai Yashwant Farde, (iii) Vatsala Namdev Dhamke, (iv) Sulochana Shankar Bhoir, (v) Yogesh Shankar Bhoir, (vi) Vishal Shankar Bhoir and (vii) Rakesh Shankar Bhoir with consent and confirmation of (i) Sugandha Motiram Vishe, (ii) Bhavna Ravindra Chaudhari, (iii) Sagar Madhav Bhoir, (iv) Vasudev Madhav Bhoir and (v) Ramprakash Mathuradas Dhingda sold, transferred, conveyed and assigned all their right, title and interest in respect of the captioned property in favour of Kishor Dattatray Naik on the terms and conditions contained therein. Mutation Entry No. 653 dated March 11, 2010 confirms the same.

***Comment:***

*By and under the aforesaid Sale Deed, Gat No. 341 and 344 have been sold in favour of Kishor Dattatray Naik. However, the area of Gat No. 341 is erroneously recorded as 14.20 Ares and the area of Gat No. 344 is erroneously recorded as 4 Ares.*

*The sale was consummated pursuant to obtaining an order Section 43 of the Tenancy Laws.*

8. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
9. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3745 of 2010, Kishor Dattatray Naik sold, transferred, conveyed and assigned all his right, title and interest *inter alia* in respect of the captioned property as his capital contribution in favour of the Firm (acting through its partner Deepak Purshottam Shah) without any consideration and on the terms and conditions contained therein. Mutation Entry No. 688 dated September 17, 2010 confirms the same.

10. Mutation Entry No. 1120 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order of Tahsildar, Thane dated March 12, 2017, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**BB. TWENTY-EIGHTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 342, admeasuring 1 Hectare 24.50 Ares situate, lying and being at Village Khativali, Taluka Shahapur and District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Hemant Ramesh Mhatre
Remarks in other rights column	The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 342 was recorded in the name of Sharad Keshav Salunkhe as the holder thereof.*

2. Mutation Entry No. 21 July 15, 1986 records that Vijay Dhamaji Salunkhe died on September 15, 1984 leaving behind the following heirs and legal representatives:

Wife : Manisha Vijay Salunkhe;  
Daughters : Vrushali Devidas Bahirat;  
Vaishali Vijay Salunkhe; and  
Son : Vivek Vijay Salunkhe.

3. Mutation Entry No. 192 dated January 4, 1992 records that pursuant to Certificate dated January 2, 1992 issued by Kathivali Vasind Seva Co-operative Society, the encumbrance of the said society, that was recorded in the other rights column, stood deleted.

4. Mutation Entry No. 217 dated March 11, 1993 records that Sulochana Dhamaji Salunkhe died on February 12, 1993 leaving behind the following heirs and legal representatives:

Sharad Dhamaji Salunkhe;  
Dushyant Dhamaji Salunkhe;  
Manisha Vijay Salunkhe;  
Vrushali Devidas Bahirat;  
Vaishali Vijay Salunkhe; and  
Vivek Vijay Salunkhe.

5. By and under a Sale Deed dated November 30, 1995 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 302 of 1996 on March 16, 1996, (i) Dushyant Dhamaji Salunkhe, (ii) Sharad Keshav *alias* Dhamaji Salunkhe, (iii) Vivek Vijay Salunkhe, (iv) Vaishali Vijay Salunkhe, (v) Vrushali Devidas Bahirath and (v)

Manisha Vijay Salunkhe sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Nirmala Ramprakash Dhingda on the terms and conditions contained therein. Mutation Entry No. 257 dated March 25, 1996 confirms the same.

6. By and under a Sale Deed dated February 2, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 480 of 2010, Nirmala Ramprakash Dhingda sold, transferred, conveyed and assigned all her right, title and interest *inter alia* in respect of the captioned property in favour of Kishor Dattatray Naik and Deepak Purshottam Shah on the terms and conditions contained therein. Mutation Entry No. 634 dated February 3, 2010 confirms the same.
7. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
8. By and under Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3737 of 2010, Kishor Dattatray Naik and Deepak Purshottam Shah introduced and transferred, conveyed and assigned all their right, title and interest in respect of the captioned property as their capital contribution in favour of the Firm (acting through its partner Hemant Ramesh Mhatre), on the terms and conditions contained therein. Mutation Entry No. 691 dated September 17, 2010 confirms the same.
9. Pursuant to the letter dated August 20, 2010 issued by Sub Divisional Officer and order of the Tahsildar dated September 30, 2010, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column, stood deleted. Mutation Entry No. 700 dated October 1, 2010 confirms the same.
10. Pursuant to an order dated August 20, 2010 passed by the Sub-Divisional Officer in RTS No. 4948 and order dated September 30, 2010, passed by the Tahsildar in RTS No. 1429 of 2010, the mutation entry no. 394 in respect of the captioned property stood deleted on account of the same being obsolete. Mutation Entry No. 701 dated October 1, 2010 confirms the same.
11. Mutation Entry No. 1120 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order of Tahsildar, Thane dated March 12, 2017, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**CC. TWENTY-NINTH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 343, admeasuring 60 Ares situate, lying and being at Village Khativali, Taluka Shahapur and District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Kishore Dattatray Naik
Remarks in other rights column	The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provision of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

**Comment:**

*Upon perusal of the 9(3) and 9(4) extract, we understand that Gat No. 343 was recorded in the names of Vijay Dhamaji Salunkhe, Sulochana Dhamaji Salunkhe, Sharad Dhamaji Salunkhe and Dushyant Dhamaji Salunkhe as the holders thereof.*

2. Mutation Entry No. 21 dated July 15, 1986 records that Vijay Dhamaji Salunkhe died on September 15, 1984 leaving behind the following heirs and legal representatives:

Wife : Manisha Vijay Salunkhe;  
Daughters : Vrushali Devidas Bahirat;  
Vaishali Vijay Salunkhe; and  
Son : Vivek Vijay Salunkhe.

3. Mutation Entry No. 217 dated March 11, 1993 records that Sulochana Dhamaji Salunkhe died on February 12, 1993 leaving behind the following heirs and legal representatives:

Sharad Dhamaji Salunkhe;  
Dushyant Dhamaji Salunkhe;  
Manisha Vijay Salunkhe;  
Vrushali Devidas Bahirat;  
Vaishali Vijay Salunkhe; and  
Vivek Vijay Salunkhe.

4. By and under a Sale Deed dated November 30, 1995 registered with the Sub-Registrar of Assurances at Shahapur under Serial No.301 of 1996, (i) Dushyant Dhamaji Salunkhe, (ii) Sharad Keshav alias Dhamaji Salunkhe, (iii) Vivek Vijay Salunkhe, (iv) Vaishali Vijay Salunkhe, (v) Vrushali Devidas Bahirat and (vi) Manisha Vijay Salunkhe sold, transferred, conveyed and assigned all their right, title and interest in the captioned property in favour of Rakesh Ramprakash Dhingda on the terms and conditions contained therein. Mutation Entry No. 256 dated March 25, 1996 confirms the same.
5. By and under a Sale Deed dated February 4, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 508 of 2010, Rakesh Ramprakash Dhingda sold, transferred, conveyed and assigned all his right, title and interest in respect of the captioned property in favour of Hemant Ramesh Mhatre on the terms and conditions contained therein. Mutation Entry No. 638 dated February 5, 2010 confirms the same.
6. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
7. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3744 of 2010, Hemant Ramesh Mhatre introduced and transferred, conveyed and assigned all his right, title and interest *inter alia* in respect of the captioned property as his capital contribution in favour of the Firm (acting through its partner Kishor Dattatray Naik), on the terms and conditions

contained therein. Mutation Entry No. 689 dated September 17, 2010 confirms the same.

8. Pursuant to the letter dated August 20, 2010 issued by Sub-Divisional Officer and an order dated September 30, 2010 passed by the Tahsildar, the remark "sale in violation of provisions of section 45 of Tenancy Laws", that was recorded in the other rights column, stood deleted. Mutation Entry No. 699 dated October 1, 2010 confirms the same.
9. Mutation Entry No. 1120 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order of Tahsildar, Thane dated March 12, 2017, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.

**DD. THIRTIETH PROPERTY**

Re: All that piece and parcel of land bearing Gat No. 344, admeasuring 14.20 Ares situate, lying and being at Village Khativali, Taluka Shahapur and District Thane.

Tenure	Occupant Class I
Name in holders column	Messrs. Swastik Swaraj through its partner Deepak Purushottam Shah
Remarks in other rights column	The user of the captioned property is non-agricultural.

1. Mutation Entry No. 1 dated October 15, 1985 records the implementation of the consolidation scheme under the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 in Village Khativali.

***Comment:***

*Upon perusal of the 9(3) and 9(4) extract, we understand that, the property bearing Survey No. 46 Hissa No. 2B was allotted Gat No. 344 and the name of Keru Antu Bhoir came to be recorded as holder thereof.*

*Upon perusal of the 9(3) and 9(4) extract, we understand that the tenure of the captioned property was "restricted".*

2. Mutation Entry No. 340 dated November 30, 1999 records that Keru Antu Bhoir died on April 4, 1998 leaving behind the following heirs and legal representatives:

Madhav Keru Bhoir;  
Neerabai Yashwant Farde;  
Vatsala Namdev Dhamke;  
Shankar Keru Bhoir died on March 5, 2009 leaving behind him the following heirs and legal representatives:  
Sulochana Shankar Bhoir;  
Rakesh Shankar Bhoir;  
Yogesh Shankar Bhoir; and  
Vishal Shankar Bhoir.

3. Mutation Entry No. 505 dated July 28, 2007 records that Madhav Keru Bhoir obtained a loan of Rs.1,00,000/- (Rupees One Lakh Only) from Khativali Vasind Seva Co-operative

Society and accordingly an encumbrance of the society was recorded in the other rights column of the captioned property.

4. Mutation Entry No. 601 dated July 22, 2009 records that Madhav Keru Bhoir obtained a loan of Rs.80,000/- (Rupees Eighty Thousand Only) from the Kathivali Vasind Seva Co-operative Society and accordingly an encumbrance of the society was recorded in the other rights column of the captioned property.
5. Mutation Entry No. 628 dated January 27, 2010 records that Madhav Keru Bhoir repaid the loan obtained from Khativali Vasind Seva Co-operative Society and accordingly, the encumbrance of the society, that was recorded in the other rights column, stood deleted.
6. By and under a Sale Deed dated March 9, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 985 of 2010, (i) Madhav Keru Bhoir, (ii) Neerabai Yashwant Farde, (iii) Vatsala Namdev Dhamke, (iv) Sulochana Shankar Bhoir, (v) Rakesh Shankar Bhoir, (vi) Yogesh Shankar Bhoir and (vii) Vishal Shankar Bhoir, sold, transferred, conveyed and assigned all their right, title and interest inter alia in respect of the captioned property in favour of Kishor Dattatray Naik on the terms and conditions contained therein. Mutation Entry No. 653 dated March 11, 2010 confirms the same.

**Comment:**

*By the aforesaid Sale Deed, Gat No. 341 and 344 have been sold in favour of Kishor Dattatray Naik. However, the area of Gat No. 344 is erroneously recorded as 4 Ares and Gat No. 341 is erroneously recorded as 344/1 and that the area of the same is erroneously recorded as 14.20 Ares.*

*The sale was consummated pursuant to obtaining an order Section 43 of the Tenancy Laws.*

7. Mutation Entry No. 675 dated August 20, 2010 records that by an order dated July 26, 2010, the Collector granted permission for non-agricultural use of an area admeasuring 1,62,300 square meters consisting of various properties *inter alia* the captioned property, on the terms and conditions contained therein. The entry further records that the captioned property is to be used for group housing and residential purpose.
8. By and under a Transfer Deed dated August 20, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 3745 of 2010, Kishor Dattatray Naik sold, transferred, conveyed and assigned all his right, title and interest inter alia in respect of the property bearing Gat No. 344/1 admeasuring 14.2 Ares in favour of the Firm (acting through its partner Deepak Purshottam Shah) without any consideration and on the terms and conditions contained therein. Mutation Entry No. 688 dated September 17, 2010 confirms the same.

**Comment:**

*Under the aforesaid Transfer Deed Gat Number is erroneously recorded as Gat No.344/1 instead of Gat No.344.*

9. Pursuant to the letter dated August 20, 2010 issued by Sub Divisional Officer and order of the Tahsildar dated September 30, 2010, the entry recording the applicability of Bombay Personal Inam Abolition Act, 1952 in the other rights column, stood deleted. Mutation Entry No. 700 dated October 1, 2010 confirms the same.



10. Mutation Entry No. 1107 dated December 16, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated August 31, 2016 issued by the Tahsildar, Thane, the 7/12 extracts pertaining to various properties were computerised and rectified. However, there appears to be no change or rectification in relation to the captioned property.
11. We have not conducted any investigation / enquired into the pending direct/indirect tax liability of the Firm (or its predecessors in title) in respect of the Larger Property. This aspect needs to be independently verified by Chartered Accountant or Tax Consultant.
12. Since our scope of work does not include considering aspects within the domain of an architect and surveyor, we have not carried out any physical inspection of the captioned properties nor have commented on the development aspects of the captioned properties. We have not qualitatively analysed the terms and conditions of the various construction approvals received in respect of the captioned properties. The validity of the various construction approvals and environmental related approvals and the compliance of the terms and conditions contained herein should be separately undertaken by the consultants undertaking technical due diligence in respect of the captioned properties.
13. In the year 1985, the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 ("**said Act**") were implemented in Village Khativali. We have relied upon the revenue records commencing from the implementation of the consolidation scheme in respect of Village Khativali and traced the root of title therefrom.
14. We presume that the constituted attorney has the necessary powers under a duly registered power of attorney to execute the documents.
15. Since some of the properties were in the possession of tenants as tillers of their respective properties, we have referred to the provisions of The Bombay Tenancy and Agricultural Lands Act, 1948 ("**Tenancy Laws**") under which a tenant purchased from his landlord, free of all encumbrances subsisting thereon the property held by him as a tenant. Section 32G of the Tenancy Laws provides that the tribunal shall after giving the tenant, the landlord and all persons interested in the property an opportunity of being heard and after holding an enquiry in that behalf determines the purchase price of such property. Section 32K provides that in the event the tenant fails to pay the purchase price fixed under Section 32G within the time limit specified in the order under Section 32G, the same is recovered along with interest at the rate of 4.5% per annum as arrears of land revenue. Section 32M(1) of the Tenancy Laws provides that upon the deposit of the purchase price by the tenant, the tribunal issues a certificate of purchase in the prescribed form, to the tenant – purchaser, which shall be conclusive evidence of purchase. Section 32M(2) provides that if the tenant fails to pay the purchase price within the time specified in the order under Section 32G and remains in possession of the property, the purchase does not become ineffective unless the tribunal recovers the total purchase price and the interest at the rate of 4.5% per annum thereon. Section 32P provides that if the purchase becomes ineffective by the tenants failure to purchase the property or pay the purchase price, the tribunal shall direct that the tenant be summarily evicted and surrender the property to the landlord.

#### **Erstwhile Development**

1. By and under a Joint Development Agreement dated August 26, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 4025 of 2010, the Firm

along with Smart Value Homes Private Limited jointly agreed to develop the Larger Property on the terms and conditions contained therein.

2. Pursuant to the aforementioned Joint Development Agreement dated August 26, 2010, the Firm also executed a Power of Attorney dated August 26, 2010 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 4026 of 2010 in favour of Smart Value Homes Private Limited, to undertake all the necessary acts, deeds matters and things in relation to the development of the Larger Property in the manner as stated therein.
3. By and under a Deed of Amendment Cum Termination dated June 12, 2019 registered with the Sub-Registrar of Assurances at Shahapur under Serial No. 2369 of 2019 Tata Value Homes Limited (previously known as Smart Value Homes Private Limited) and the Firm terminated and cancelled the aforementioned Joint Development Agreement dated August 26, 2010 and Power of Attorney dated August 26, 2010, save and except the development undertaken by Tata Value Homes Limited in respect of the Phase I land admeasuring 50,729.09 square meters forming part of the Larger Property by utilizing the development potential admeasuring 56,386.85 square meters and the surviving obligations specifically stated therein. It is recorded in the said Deed of Amendment Cum Termination dated June 12, 2019 that the Firm shall be solely entitled to develop the balance land admeasuring 1,53,430.91 square meters forming part of the Larger Property along with the existing and future development potential in respect of the Larger Property ("**Balance Property**") in the manner the Firm deems fit and proper. The details of the Balance Property are more particularly provided in the **Annexure "B"** herein. The Firm is obligated to fulfil the obligations as are more particularly set out in the Deed of Amendment Cum Termination.
4. The societies which have been formed on the portion developed by Tata Value Homes Limited have granted the following permission:
  - (a) Shubha Griha Sector – A Co-operative Housing Society Limited dated May 21, 2017, granted its no-objection letter in favour of Tata Smart Value Homes Limited to modify the plans for development of the Balance Property.
  - (b) Shubha Griha Sector – B Co-operative Housing Society Limited dated May 7, 2017, granted its no-objection letter to modify the plans for development of the Balance Property.
  - (c) Shubha Griha Sector – C Co-operative Housing Society Limited dated January 15, 2017, granted its no-objection letter in favour of Tata Value Homes Limited to modify the plans for development of the Balance Property.
  - (d) Shubha Griha Sector – D Co-operative Housing Society Limited dated May 8, 2017, granted its no-objection letter to modify the plans for development of the Balance Property.
  - (e) Shubha Griha Sector – E Co-operative Housing Society Limited dated May 25, 2017, granted its no-objection letter to modify the plans for development of the Balance Property.

#### **EE. COMMAND AREA**

As the Larger Property was a part of "command area", by and under a No Objection Certificate dated November 9, 2017, the Water Resources Department, Konkan Region, Mumbai, granted no objection for development of the Larger Property subject to the terms and conditions stipulated therein.

**FF. APPROVALS**

**i. Zone Certificate**

The Zone Certificate dated July 6, 2017 issued by Town Planning Department, Thane records that the Village Khativali comes under "Asangaon Development Centre" of Thane Palghar Raigad Regional Scheme and the Larger Property entirely falls in "Command Area".

**ii. NA Permission**

By an order dated August 9, 2011, the Collector granted permission for non-agricultural use of an area admeasuring 1,96,149 square meters in respect of various properties, on the terms and conditions contained therein. By this order, the Collector cancelled all the previous permissions granting non-agricultural use of various properties including the order passed in respect of the Larger Property. The order further records that the Larger Property is to be used for residential and commercial purposes. However, as per the approved plans of the Larger Property, development on an area admeasuring 9807.45 square meters is not permitted, as it is reserved for construction of a school.

**GG. CONSTITUTION OF THE FIRM:**

We have perused:

- (a) Partnership Deed dated January 30, 2010, duly registered with the Registrar of Firms, Mumbai. By and under the aforesaid Partnership Deed, (i) Jagmohan Dayasingh Arora, (ii) Kuljeetsingh Dayasingh Arora, (iii) Kishor Dattatray Naik, (iv) Deepak Purshottam Shah, (v) Hemant Ramesh Mhatre, (vi) Pankaj Bhaskar Thakur, (vii) Swastik Spaces Limited and (viii) Airav Properties Private Limited formed a partnership firm under the Indian Partnership Act, 1932, under the name and style of 'Messrs Swastik Swaraj'. The business of the Firm inter alia includes development and construction of residential, commercial complexes of any property and enter into joint development agreement / other agreement with any third party for the purpose of carrying on such business. The aforesaid Partnership Deed (*Clause 13*), records that whenever any agreement for purchase of land and development and / or joint development agreement and contract for lease, sale or purchase of partnership assets or any part thereof is to be made, the same shall be entered into by mutual consent and be signed and executed by anyone of the partners; and
- (b) Deed of Partnership dated October 1, 2019 executed between (i) Jagmohan Dayasingh Arora, (ii) Kuljeetsingh Dayasingh Arora, (iii) Kishor Dattatray Naik, (iv) Deepak Purshottam Shah, (v) Hemant Ramesh Mhatre, (vi) Pankaj Bhaskar Thakur, (vii) Swastik Spaces Limited and (viii) Airav Properties Private Limited, whereby (i) Swastik Spaces Limited and (ii) Airav Properties Private Limited retired from the Firm with effect from October 1, 2019 on the terms and conditions stated therein. Accordingly, (i) Jagmohan Dayasingh Arora, (ii) Kuljeetsingh Dayasingh Arora, (iii) Kishor Dattatray Naik, (iv) Deepak Purshottam Shah, (v) Hemant Ramesh Mhatre, (vi) Pankaj Bhaskar Thakur continued the partnership business in the name and style of 'Messrs. Swastik Swaraj' with effect from October 1, 2019 and on the terms and conditions stated therein. The aforesaid Partnership Deed (*Clause 11*), records that whenever any agreement for purchase of land and development and / or joint development agreement and contract for lease, sale or purchase of partnership

assets or any part thereof is to be made, the same shall be entered into by mutual consent and be signed and executed by anyone of the partners.