

REPORT ON TITLE

Palava Dwellers Private Limited

(ex-parte)

Re: Property bearing

Survey No	Hissa No	Area (sq. mtrs.)
55	5	12390
55	3	2730
55	2A	23540 out of 24540

**in all admeasuring 38660 sq mtrs or thereabouts situate at
Village Khoni, Taluka Kalyan, District Thane.**

1. On the instructions of my Clients M/s.Palava Dwellers Private Limited (formerly known as Lodha Dwellers Private Limited) ("**Company**"), I have investigated their Title to the captioned Property more particularly described in Schedule hereunder written.
2. In this Report, for the sake of brevity the above mentioned land comprised in respective Survey Numbers and Hissa Numbers are collectively described as "**the said Property**" and individually described as "**First Property**", "**Second Property**" and "**Third Property**" respectively.
3. I have prepared this Title Opinion in respect of the said Property on the basis of perusal of the Revenue Records namely 7/12 extract (Record of Rights) for the year 2017 - 2018 and 6/12 extract (Mutation Entries) issued by Talathi and documents of transactions thereto as to vesting of title of the said Property in favour of my Clients, produced before me for my inspection and information and explanation gathered by me. I observe as under.
4. For the purpose of my title opinion, I have
 - (a) reviewed certified true copies of the relevant Documents viz. Deed of Conveyance and other ancillary documents evidencing the rights or interests of Palava Dwellers Private Limited in respect of the said Property;
 - (b) caused to make enquiries at the concerned Land Revenue Officer located at Village and Taluka levels with respect to land records from this date, going back 30 years in respect of the said Property;

- (c) verified that adequate stamp duty has been paid in respect of the Conveyance Deed or other documents transferring title, rights or interest over the abovementioned property and on the basis of the above, I observed as follows
5. The Mutation Records and Record of Rights maintained at the Talathi and Tahsildar's Office reflect the name of Palava Dwellers Private Limited as the Owner of the said Property as on the date of this Certificate.

Property bearing Survey No.55/5 of Village Khoni - "the First Property"

6. As per Mutation Entry No.383 dated 01/08/1970, it is recorded that on death of Narayan Hiru Thakare, the names of his legal heirs 1) Devkubai Narayan, 2) Barku Narayan, 3) Baban Narayan, 4) Sudam Narayan, 5) Shantabai Namdev, were entered on the 7/12 extract in respect of the said First Property.
7. As per Mutation Entry No. 479 dated 05/10/1977 on the death of the said Barku Narayan Thakare names of his legal heirs viz. 1) Parvatibai Barku Thakare, 2) Sitabai Tukaram Parethe, 3) Undrya Barku Thakare, 4) Shivaji Barku Thakare, 5) Manubai Barku Thakare, entered on 7/12 extract of the said First Property.
8. As per Mutation Entry No. 552 dated 06/05/1989 on the death of the said Parvatibai Barku Thakare names of his legal heirs viz. 1) Undrya Barku Thakare, 2) Shivaji Barku Thakare, 3) Balaram Barku Thakare, 4) Sitabai Tukaram Parethe, 5) Vithabai Baban Lote, 6) Manubai Barku Thakare, 7) Taibai Natha Khapare, entered on 7/12 extract of the said First Property.
9. As per Mutation Entry No.621 dated 03/10/1992, it is recorded that on 24/09/1992 1) Baban Narayan Thakare, 2) Sudam Narayan Thakare, 3) Undrya Barku Thakare, 4) Shivaji Barku Thakare, 5) Balya Barku Thakare, 6) Vithabai Baban Lote, 7) Manubai Ramchandra Thombre, 8) Taibai Natha Khakre, 9) Sitabai Tukaram Parethe had sold and conveyed the said First Property in favour of 1) Ramdas Pundalik Patil, 2) Shashikant Pundalik Patil, 3) Kisan Pundalik Patil, 4) Tulsidas Pundalik Patil for consideration of Rs.70,000/-.
10. As per Mutation Entry No.906 dated 02/02/2009, it is recorded that the captioned Property stood in the name of 1) Ramdas Pundalik Patil, 2) Shashikant Pundalik Patil, 3) Subhadra Kisan Patil, 4) Pramod

Kisan Patil, 5) Manoj Kisan Patil, 6) Sanjay Kisan Patil, 7) Poonam Kisan Patil, 8) Alka Tulsidas Patil, 9) Mayur Tulsidas Patil, 10) Rupam Tulsidas Patil. However, Shashikant Pundalik Patil and Others (Serial No.2 to 10) have released their rights in respect of the said First Property in favour of Ramdas Pundalik Patil (Serial No.1).

11. By Indenture of Conveyance dated 20/03/2013 executed and registered under No. KLN5-1517-2013 with Sub-Registrar Kalyan on 20/03/2013 by Ramdas Pundalik Patil as the Vendor of the One Part in favour of Shri. Mangesh Sudhakar Puranik as Purchaser of the Other Part, the Vendor sold, conveyed transferred and assured to and unto the said Purchaser the said First Property for valuable consideration and on terms, covenants and conditions stated therein.
12. The Mutation Entry No. 1180 dated 25/04/2013 records the transaction of Deed of Conveyance dated 20/03/2013 executed and registered under Sr. No. KLN5-1517-2013 with Sub-Registrar Kalyan by Ramdas Pundalik Patil ('Vendor') in favour of Shri. Mangesh Sudhakar Puranik (i.e. MSP) ('Purchaser'). Pursuant thereto the name of MSP had been entered as Landholder in the 7/12 extract of the said First Property.
13. By Deed of Conveyance dated 25/06/2014 ("**Conveyance Deed**") registered under Sr. No. KLN1-4769-2014 with Sub-Registrar Kalyan, Shri. Mangesh Sudhakar Puranik (therein referred to as a 'Vendor') sold, conveyed, transferred and assured unto in favour of Lodha Dwellers Pvt. Ltd. (therein referred to as 'Purchaser'), the said First Property for valuable consideration and on such terms and conditions stated therein. The Mutation Entry No.1292 dated 04/07/2014 records the above transaction and the name of Lodha Dwellers Pvt. Ltd was mutated in the 7/12 extracts as the land owner in respect of the said First Property.

Property bearing Survey No.55/3 of Village Khoni – "the Second Property".

14. The Mutation Entry No. 389 dated 09/12/1970 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957, so as to metric convert measurement to decimal system.
15. As per Mutation Entry No.479 dated 05/10/1977, it is recorded that on death of Barku Narayan Thakre, the names of his legal heirs 1) Parvatibai Barku Thakre, 2) Sitabai Tukaram Parethe, 3) Undrya Barku Thakre, 4) Shivaji Barku Thakre, 5) Manubai Barku Thakre (minor represented through mother Parvatibai Barku Thakre) were

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entered in the other rights on the 7/12 extract in respect of the said Second Property.

16. As per Mutation Entry No.552 dated 06/05/1989, it is recorded that on death of Parvatibai Barku Thakre, the names of her legal heirs 1) Sitabai Tukaram Parethe, 2) Undrya Barku Thakre, 3) Shivaji Barku Thakre, 4) Manubai Ramchandra Thombre, 5) Vithabai Baban Lote, 6) Taibai Natha Thakre, 7) Balaram Barku Thakre were entered in the other rights on the 7/12 extract in respect of the said Second Property.
17. As per Mutation Entry No.1086 dated 01/12/2011, it is recorded that on the death of Kashinath Atmaram Thakre on 17/02/1998, the names of his legal heirs 1) Gangubai Kashinath Thakre, 2) Harishchandra Kashinath Thakre, 3) Hirabai Gotiram Davane, 4) Mandabai Balaram Lote, 5) Indubai Ashok Durve, 6) Nandabai Manohar Choudhary, 7) Neerabai Bhagwan Lote were entered in the other rights on the 7/12 extract in respect of the said Second Property.
18. As per Mutation Entry No.1088 dated 01/12/2011, it is recorded that on the death of Bhagirathibai Dharma Thakre on 14/06/1998, the names of her legal heirs 1) Krishna Dharma Thakre (deceased), 2) Dhamabai Balaram Parethe, 3) Gurunath Krishna Thakre, 4) Somnath Krishna Thakre, 5) Parvatibai Balaram Parethe, 6) Chintaman Dharma Thakre (01/04/1992), 7) Kamlabai Chintaman Thakre, 8) Tarabai Jairam Jadhav, 9) Janabai Gopinath Thorve were entered in the other rights on the 7/12 extract in respect of the said Second Property.
19. By Agreement for Sale dated 24/04/2013 made by Lodha Dwellers Pvt. Ltd. of the One Part and 1) Undrya Barku alias Undrya Barku Thakre, 2) Shivaji Barku alias Shivaji Barku Thakre, 3) Balya Barku alias Balaram Barku Thakre, 4) Sitabai Tukaram alias Sitabai Tukaram Parethe, 5) Vithabai Baban Lothe, 6) Manubai Barku alias Manubai Ramchandra Thombare alias Manubai Ramchandra Thombare of the Other Part and registered with the office of the Sub-Registrar of Assurances at Kalyan under Serial No.KLN-1-3206/2013 on 29/04/2013, the said Undrya Barku alias Undrya Barku Thakre and Others along with the confirmation of the Confirming Party agreed to sell the said property and also have granted development rights in respect of the said property to M/s. Lodha Dwellers Pvt. Ltd. on the terms and conditions as mentioned therein subject to permission under section 32G and 43 permission of the Bombay Tenancy and Agricultural Lands Act, 1948 for acquiring proprietary rights in respect of the said Second Property.

20. By a Power of Attorney dated 29/04/2013 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No.188 of 2013, the Undrya Barku alias Undrya Barku Thakre and Others have granted unto Mr. Rajendra Lodha and 2 Others of Lodha Dwellers Pvt. Ltd. powers and authorities to develop the said Second Property and to do other acts deeds matters and things in connection therewith.
21. By a Deed of Confirmation dated 10/05/2013 executed and registered under No.KLN1-3527/2013 with the sub-Registrar of Assurances at Kalyan by 1) Harishchandra Kashinath Thakre, 2) Hirabai Gopinath Dabhane, 3) Mandabai Balaram Lote, 4) Indubai Ashok Durve alias Durge alias Asha Ashok Durge, 5) Nandabai Manohar Choudhary alias Manisha Manohar Choudhary in favour of Lodha Dwellers Private Limited stating that they could not remain present at the time of execution and registration of Agreement for Sale dated 24/04/2013 hereinabove and power of attorney thereto and hereby confirm the said transaction under the Agreement for Sale dated 24/04/2013 and same is binding upon them as well as their respective legal heirs.
22. The Mutation Entry No. 1301 dated 30/07/2014, it is recorded that pursuant to the Order No. 42/2013, dated 28/07/2014, passed by Tenancy Agriculture Land Tribunal and Additional Mamlatdar Kalyan u/s. 32G Bombay Tenancy and Agricultural Lands Act, 1948 ("said Act"), the Protected Tenant viz. Undrya Barku Thakare & Others agreed to acquire as Tenant Purchasers the said Property belonging to Anant Ramchandra Phadke, the Owner thereof, for valuable consideration to be paid in installments, subject to provision of Section 43 of the said Act. Pursuant thereto, the name of the said protected tenants were recorded in the 7/12 extracts as Land Holder thereof. Thus, an encumbrance in the name of said Anant Ramchandra Phadke (Original Owner) was entered in the other rights column in respect of the said Second Property.
23. By Deed of Conveyance dated 01/08/2014 ("**Conveyance Deed**") executed and registered under Serial No. KLN1-5786-2014 with Sub-Registrar Kalyan, 1) Undrya Barku Thakare, 2) Shivaji Barku Thakare, 3) Balaram Barku Thakare, 4) Sitabai Tukaram Parethe, 5) Vithabai Baban Lote, 6) Meenabai Ramchandra Thombre, 7) Taibai Natha Khapare, 8) Janabai Gopinath Thorve, 9) Umabai Krishna Thakare, 10) Gurunath Krishna Thakare, 11) Somnath Krishna Thakare, 12) Parvatibai Balaram Lote, 13) Kamlabai Ramchandra Thakare, 14) Tarabai Jayram Jadhav, 15) Harishchandra Kashinath Thakare, 16) Heerabai Gopinath Dabhane, 17) Mandabai Balaram Lote, 18) Indubai Ashok Durve and 19) Nandabai Manohar Chaudhari, (therein referred to as a 'Vendors') sold, conveyed, transferred and assured unto in favour of Lodha Dwellers Pvt. Ltd. (therein referred to as 'Purchaser'),

the said Second Property for valuable consideration and on such terms, covenants and conditions stated therein.

Property bearing Survey No.55/2A of Village Khoni - ("the Third Property").

24. As per Mutation Entry No.101 dated 16/09/1918, it is recorded that on the death of Ramkrishna Bhau Puranik on 01/06/1918, the names of his legal heirs Dattatray Ramkrishna Puranik represented through his mother Umabai Ramkrishna Puranik were entered on the 7/12 extract in respect of the said Third Property.
25. As per Mutation Entry No.271 dated 30/09/1957, it is recorded that the name of Santu Ramji was entered as a protected tenant in respect of Property bearing Survey No.54/4, 55/2 and 139/1. However on his death the name of his son Kachru Santu use to cultivate the said Property and as such his name was inter alia entered as a protected tenant in respect of the said Third Property belonged to Dattatray Ramkrishna Puranik under section 3A of the Maharashtra Tenancy and Agricultural Land Act, 1948.
26. As per Mutation Entry No.334 dated 01/04/1965, it is recorded that pursuant to the Order passed by Agricultural Land Tribunal and Additional Mamlatdar Kalyan u/s. 32G of Bombay Tenancy and Agricultural Land Act, 1948, Tenant Purchaser viz. Kachru Santu had purchased inter alia the said Third Property from the Land Owners Dattatray Ramkrishna Puranik subject to provision of Section 43 of the said Act. Accordingly, an encumbrance of the purchase price was entered in the other rights column of the 7/12 extract inter alia in respect of the said Third Property in the name of Dattatray Ramkrishna Puranik (Original Owner).
27. As per Mutation 614 dated 18/09/1992, it is recorded that on death of Kachru Santu Thombre around a year back, the names of his legal heirs 1) Dunda Kachru Thombre, 2) Balaram Kachru Thombre, 3) Atmaram Kachru Thombre, 4) Ashok Kachru Thombre, 5) Gulab Chindu Thombre, 6) Kiran Chindu Thombre, 7) Deepak Chindu Thombre, 8) Manoj Chindu Thombre, 9) Jeevan Chindu Thombre, 10) Vidya Chindu Thombre, 11) Gaurubai Kachru Thombre, 12) Manjulabai Kachru Thombre, 13) Yamubai Bapu Patil, 14) Chandrabai Balaram Patil, 15) Manjubai Sitaram Salvi, 16) Zhiprubai Shalik Jadhav, 17) Sanjubai Vandar Patil, 18) Hirabai Vishnu Dongre, 19) Manisha Ashok Patil, 20) Dhondur Santu Thombre, 21) Dagdu Santu Thombre, 22) Walku Gauru Thombre, 23) Sudam Gauru Thombre, 24) Bhaskar Gauru Thombre, 25) Lahu Gauru Thombre, 26) Sukrya Gauru Thombre, 27) Balubai Kachru Patil, 28) Anusaya Songya Thombre, 29) Ankush Songya Thombre, 30) Prakash Songya

Thombre, 31) Jaywant Songya Thombre, 32) Vishwas Songya Thombre, 33) Jayshree Songya Thombre, 34) Sulochana Vishnu Thombare and 35) Kamlakar Vishnu Thombre were entered inter alia on the 7/12 extract in respect of the said Third Property.

28. Mutation Entry No.640 is not relevant to the said Property.
29. As per Mutation Entry No.818 dated 26/10/2007, it is recorded that on death of Dhondu Santu Thombre on 09/11/2000, the names of his legal heirs 1) Chintamani Dhondu Thombre, 2) Ananta Dhondu Thombre, 3) Laxman Dhondu Thombre, 4) Shalubai Nama Patil, 5) Bhimabai Pandurang Mhatre, 6) Pusabai Dadu Kumbharkar, 7) Sharda Gurunath Patil were entered inter alia on the 7/12 extract in respect of the said Third Property.
30. As per Mutation Entry No.819 dated 26/10/2007, it is recorded that on death of Dunda Kachru Thombre on 05/08/2000, the names of his legal heirs 1) Nandabai Dunda Thombre, 2) Macchindra Dunda Thombre, 3) Sunita Suresh Kalan, 4) Anita Shyam Dalvi, 5) Kavita Manoj Alimkar were entered inter alia on the 7/12 extract in respect of the said Third Property.
31. As per Mutation Entry No.820 dated 26/10/2007, it is recorded that on death of Atmaram Kachru Thombre on 23/09/1994, the names of his legal heirs 1) Chandrabai Atmaram Thombre and 2) Atmaram Thombre were entered inter alia on the 7/12 extract in respect of the said Third Property.
32. As per Mutation Entry No.821 dated 26/10/2007, it is recorded that on death of Balaram Kachru Thombre on 25/09/1994, the names of his legal heirs 1) Draupadibai Balaram Thombre and 2) Sandeep Balaram Thombre were entered on the 7/12 extract in respect of the said Third Property.
33. As per Mutation Entry No.956 dated 25/02/2010, it is recorded that on the death of Gaurubai Kachru Thombare on 05/03/2004 and on death of Dunda Kachru Thombare (son) the names of their respective legal heirs 1) Ashok Kachru Thombare, 2) Nandabai Dunda Thombare, 3) Macchindra Dunda Dunda Thombare, 4) Sunita Suresh Kalan, 5) Anita Shyam Dalvi, 6) Kavita Manoj Alimkar, 7) Zhiprabai Shalik Jadhav, 8) Sanjubai Wandar Patil, 9) Manisha Ashok Patil were inter alia entered on the 7/12 extract in respect of the said Third Property.
34. As per Mutation Entry No.957 dated 25/02/2010 on it is recorded that death of Manjubai alias Manjulabai Kachru Thombare, 2) Balaram Kachru Thombare, 3) Atmaram Kachru Thombare, 4) Chindu Kachru Thombare, their respective legal heirs viz. 1) Sandeep Balaram



Thombare, 2) Draupadi Balaram Thombare, 3) Chandrabai Atmaram Thombare, 4) Amit Atmaram Thombare (being minor represented through his mother and natural guardian Chandrabai), 5) Gulab Chindu Thombare, 6) Kiran Chindu Thombare, 7) Deepak Chindu Thombare, 8) Manoj Chindu Thombare, 9) Jeevan Chindu Thombare, 10) Vidya Shriram Chincholkar (Nee : Vidya Chindu Thombare), 11) Yamunabai Bapu Patil, 12) Chandrabai Balaram Patil, 13) Manjubai Sitaram Dalvi, 14) Hirabai Vishun Dongre were entered inter alia on the 7/12 extract in respect of the said Third Property.

35. As per Mutation Entry No.996 dated 16/06/2010, it is recorded that on death of Dunda Kachru Thombre on 15/08/2000, the names of his legal heirs 1) Nanda Dunda Thombre, 2) Sunita Suresh Kalan, 3) Anita Shyam Dalvi, 4) Kavita Dunda Thombre, 5) Macchindra Dunda Thombre, 6) Priyanka Dunda Thombre, 8) Deepali Dunda Thombre were entered inter alia on the 7/12 extract in respect of the said Third Property.
36. By Agreement for Sale dated 22/10/2012 made between Lodha Dwellers Pvt. Ltd. of the One Part and 1) Chintaman Dhondhu Thombare, 2) Ananta Dhondhu Thombre, 3) Laxman Dhondhu Thombre, 4) Shalubai Nama Patil, 5) Bhimabai Pandurang Mhatre, 6) Fasabai Dadu Kumbharkar, 7) Sharda Gurunath alias Sharda Gurudas Patil the Other Part and registered with the office of the Sub-Registrar of Assurances at Kalyan under Serial No.7869/2012 on 22/10/2012, the said Chintaman Dhondhu Thombare and Others have agreed to inter alia sell the said Third Property and also have granted development rights in respect of the said Third Property to Lodha Dwellers Pvt. Ltd. on the terms and conditions as mentioned therein.
37. By a Power of Attorney for Development dated 22/10/2012 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No.448 of 2012, by the said Chintamal Dhodhou Thombre and Others in favour of Lodha Dwellers Pvt. Ltd. conferring upon them powers and authorities to develop the said Third Property and to do other acts deeds matters and things in connection therewith.
38. There are several co-owners of the said Third Property who could not executed and register Agreement for Sale and/or Conveyance for the transaction with Lodha Dwellers Private Limited. Such Co-owners have given their respective Deed of Confirmation/Declaration as well as Power of Attorney thereto. which are duly registered with a view to ratify and confirm the transaction entered into by the other co-owners who have executed Agreement for Sale dated 22.10.2012 and/or Conveyance.



Sr. No.	Date	Nature of the Document	Name of the Parties	Registration Number
1.	29.10.2012	Deed of Confirmation confirming AFS	Kiran Chandu alias Chindu Thombre and 11 Others	KLN1-7982/2012 on 29.10.2012
2.	29.10.2012	Power of Attorney	Kiran Chandu alias Chindu Thombre and 11 Others	452/2012
3.	07.11.2012	Deed of Confirmation confirming AFS	Anita Shyam Dalvi and 5 Others	KLN1-8310/2012 on 07.11.2012
4.	07.11.2012	Power of Attorney	Anita Shyam Dalvi and 5 Others	466/2012
5.	27.11.2012	Deed of Confirmation confirming AFS	Hanuman Babu Patil and 16 Others	KLN1-8733/2012 on 27.11.2012
6.	27.11.2012	Power of Attorney	Hanuman Babu Patil and 16 Others	509/2012
7.	19.01.2013	Deed of Confirmation confirming AFS	Chandrabai Atmaram Thombre and 2 Others	KLN5-367/2013
8.	19.01.2013	Power of Attorney	Chandrabai Atmaram Thombre and 2 Others	05/2013
9.	23.05.2013	Deed of Confirmation confirming AFS	Sulochana Vishnu Thombre and another	KLN1-3891/2013
10.	23.05.2013	Power of Attorney	Sulochana Vishnu Thombre and another	228/2013
11.	10.07.2013	Supplementary Agreement in the form of Deed of Confirmation	Ziprubai Shalik Jadhav	4852/2013
12.	23.08.2013	Deed of Declaration	Sumit Suresh Kalan	KLN1-5780/2013
13.	23.08.2013	Power of Attorney	Sumit Suresh Kalan	345/2013
14.	31.12.2013	Deed of Declaration	Balaram Dagdu Thombre and another	KLN1-9352/2013
15.	31.12.2013	Power of	Balaram Dagdu	463/2013

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		Attorney	Thombre and another	

39. By Indenture of Conveyance dated 02/09/2013 executed and registered under No. KLN1-6058/2013 with Sub-Registrar Kalyan on 03/09/2013 by 1) Chintaman Dhondu Thombre, 2) Ananta Dhondu Thombre, 3) Laxman Dhondu Thombre, 4) Shalubai Nama Patil, 5) Bhimabai Pandurang Mhatre, 6) Fasabai Dadu Kumbharkar, 7) Sharda Gurunath alias Sharda Gurudas Patil, 8) Chandrabai Atmaram Thombare, 9) Amit Atmaram Thombare, 10) Draupadi Balaram Thombare, 11) Sandeep Balaram Thombare, 12) Anita Shyam Dalvi, 13) Kavita Dunda Thombare alias Kavita Manoj Alimkar, 14) Macchindra Dunda Thombare, 15) Nandabai Dunda Thombare, 16) Priyanka Dunda Thombare, 17) Deepali Dunda Thombare (Sr. No.16 and 17 being minor represented through his mother and natural guardian Priyanka Dunda Thombare), 18) Ashok Kachru Thombare, 19) Gulab Chindu alias Gulab Chandu Thombare, 20) Kiran Chindu alias Kiran Chandu Thombare, 21) Deepak Chindu alias Deepak Chandu Thombare, 22) Manoj Chindu alias Manoj Chandu Thombare, 23) Jeevan Chindu alias Jeevan Chandu Thombare, 24) Vidya Chindu alias Vidya Chandu Thombare alias Vidya Shriram Chincholkar, 25) Hanuman Babu Patil, 26) Kishor Babu Patil, 27) Ram Babu Patil, 28) Subhadrabai Budhaji Sante, 29) Shardabai Baliram Shelar, 30) Chandrabai Balaram Patil, 31) Manjubai Sitaram Dalvi, 32) Zhiprubai Shalik Jadhav, 33) Sanjubai Wandar Patil, 34) Hirabai Vishnu Thombare, 35) Manisha Ashok Patil, 36) Walku Gauru alias Walku Gauru Thombare, 37) Sudam Gauru alias Sudam Gauru Thombare, 38) Bhaskar Gauru alias Bhaskar Gauru Thombare, 39) Sukrya Gauru Thombare, 40) Lahu Gauru alias Lahu Gauru Thombare, 41) Balubai Kachru Patil, 42) Ankush Songya alias Ankush Songya Thombare, 43) Prakash Songya alias Prakash Songya Thombare, 44) Jaywant Songya alias Jaywant Songya Thombare, 45) Vishwas Songya Thombare, 46) Jayshree Songya Thombare, 47) Sulochana Vishnu alias Sulochana Vishu Thombare, 48) Kamlakar Vishnu Thombare, 49) Sumit Suresh Kalan as the Vendors of the One Part in favour of Lodha Dwellers Private Limited as the Purchasers of the Other Part, the Vendors sold, conveyed transferred and assured to the said Purchasers inter alia the said Third Property admeasuring 20450 sq. mtrs out of 24540 sq. mtrs for valuable consideration and on terms, covenants and conditions stated therein. The Revenue Record is mutated in the name of Lodha Dwellers Private Limited under Mutation Entry No.1245 accordingly.
40. As per Mutation Entry No. 1157 dated 13/12/2012, it is recorded that on the death of Yamubai alias Yamunabai Babu Patil on 08/12/2011, names of her legal heirs viz. 1) Hanuman Babu Patil, 2) Kishor Babu Patil, 3) Ram Babu Patil, 4) Subhadrabai Budhaji Sante and 5)



Shardabai Baliram Shelar, were entered inter alia on 7/12 extract in respect of the said Third Property.

41. As per Entry No. 1219 dated 06/08/2013, it is recorded that on the death of Anusaya alias Anandibai Songya Thombre on 23/12/2011, names of her legal heirs viz. 1) Ankush Songya Thombre, 2) Prakash Songya Thombre, 3) Jaywant Songya Thombre, 4) Vishwas Songya Thombre and 5) Jayshri Songya Thombre, were entered inter alia on 7/12 extract in respect of the said Third Property.
42. As per Mutation Entry No. 1222 dated 03/09/2013, it is recorded that on the death of Sunita Suresh Kalan on 23/06/2011, names of her legal heir viz. Sumit Suresh Kalan, were entered inter alia on 7/12 extract in respect of the said Third Property.
43. As per Mutation Entry No. 1305 dated 30/07/2014, it is recorded that by Consent Deed dated 21/05/2013 executed and registered under Serial No. KLN1-3818/2013, before the Sub-Registrar of Assurances at Kalyan by 1) Hanuman Babu Patil, 2) Kishor Babu Patil, 3) Ram Babu Patil, 4) Subhadra Budhaji Sante, 5) Shardanao Baliram Shelar, 6) Walku Gavru Thombre, 7) Bhaskar Gavru Thombre, 8) Sudam Gavru Thombre, 9) Sukrya Gavru Thombre, 10) Balubai Kachru Patil, 11) Lahu Gavru Thombre, 12) Ankush Songya Thombre, 13) Prakash Songya Thombre, 14) Jaywant Songya Thombre, 15) Vishwas Songya Thombre, 16) Jayshri Songya Thombre and 17) Heerabai Vishnu Thombre in favour of Lodha Dwellers Pvt. Ltd., the said Hanuman Babu Patil & Others confirmed and ratified the transaction under the said Agreement For Sale dated 22/10/2012.
44. As per Mutation Entry No. 1325 dated 30/07/2014, it is recorded that by Consent Deed dated 19/01/2013 executed and registered under Serial No. KLN1-367/2013, before the Sub-Registrar of Assurances at Kalyan by 1) Chandrabai Atamaram Thombre, 2) Amit Atamaram Thombre and 3) Manjubai Sitaram Salvi in favour of Lodha Dwellers Pvt. Ltd., the said Chandrabai Atamaram Thombre & Others confirmed and ratified the transaction under the said Agreement For Sale dated 22/10/2012.
45. As per Mutation Entry No. 1330 dated 30/07/2014, it is recorded that by Consent Deed dated 07/11/2012 executed and registered under Serial No. KLN1-8310/2012, before the Sub-Registrar of Assurances at Kalyan by 1) Anita Rama Dalvi, 2) Kavita Dunda Thombre, 3) Machindra Dunda Thombre, 4) Chandrabai Balaram Patil, 5) Sanjubai Vandar Patil and 6) Manisha Ashok Patil, in favour of Lodha Dwellers Pvt. Ltd., the said Anita Rama Dalvi & Others confirmed and ratified the transaction under the said Agreement For Sale dated 22/10/2012.



46. As per Mutation Entry No. 1331 dated 30/07/2014, it is recorded that by Consent Deed dated 24/05/2013 executed and registered under Serial No. KLN1-3891/2013, before the Sub-Registrar of Assurances at Kalyan by 1) Sulochana Vishnu Thombre and 2) Kamlakar Vishnu Thombre, in favour of Lodha Dwellers Pvt. Ltd., the said Sulochana Vishnu Thombre & Others confirmed and ratified the transaction under the said Agreement For Sale dated 22/10/2012.
47. As per Mutation Entry No. 1344 dated 30/07/2014, it is recorded that by Consent Deed dated 29/10/2012 executed and registered under Serial No. KLN1-7982/2012, before the Sub-Registrar of Assurances at Kalyan by 1) Kiran Chandu Thombre, 2) Manoj Chandu Thombre, 3) Deepak Chandu Thombre, 4) Jeevan Chandu Thombre, 5) Gulabbai Chandu Thombre, 6) Vidya Shriram Chincholkar, 7) Sandeep Balaram Thombre, 8) Draupadibai Balaram Thombre, 9) Ashok Kachru Thombre and 10) Nanda Dunda Thombre, in favour of Lodha Dwellers Pvt. Ltd., the said Kiran Chandu Thombre & Others confirmed and ratified the transaction under the said Agreement For Sale dated 22/10/2012.
48. By Deed of Conveyance dated 05/06/2015 ("**Conveyance Deed**") executed and registered under Serial No. 4854/2015 with Sub-Registrar Kalyan, Dagdu Santu Thombre (therein referred to as a 'Vendor') with confirmation of 1) Gajanan Dagdu Thombre, 2) Mukund Gajanan Thombre and 3) Anusaya Gajanan Thombre (therein referred to as 'Confirming Parties') sold, conveyed, transferred and assured unto in favour of Lodha Dwellers Pvt. Ltd. (therein referred to as 'Purchaser'), inter alia the said Third Property admeasuring 3090 sq.mtr. out of 24540 sq. mtrs for valuable consideration and on such terms, covenants and conditions stated therein.
49. The Mutation Entry No. 1398 dated 14/12/2015 records that under the cover of letter bearing No. MASHA/T.10/Hakkanond/KV5439/15, dated 11/12/2015 issued by Tahsildar, Kalyan stating therein that, the name of the Company who has purchased the said Property required to be entered on Record of Rights for the said Property. However, through oversight, the name of the authorized signatory / Director of the company was entered on the 7/12 extract of Property. Therefore, this mutation came to be passed to rectify the Record of Rights by deleting wrongly entered name of authorized signatory / Director and replaced by name of Company as a Landholder for the said Property.
50. By a Declaration dated 01/02/2016 executed and registered under Serial No. KLN1-951-2016 before the Sub-Registrar of Assurances at Kalyan by Amit Gurudas Patil (Executant) in favour of Lodha Dwellers Pvt. Ltd., the said Executant, being a relative of the said Owners

having right and interest in the property. Hence, he has confirmed and ratified the transaction under the said Conveyance Deed dated 03/09/2013 and 05/06/2015.

51. By a Declaration dated 05/02/2016 executed and registered under Serial No. KLN1-1129-2016 before the Sub-Registrar of Assurances at Kalyan by Mukund Gajanan Thombre (Executant) in favour of Lodha Dwellers Pvt. Ltd. the said Executants, being relative to the said Owners, having right and interest in the property. Hence, the said Executant has confirmed and ratified the transaction under the said Conveyance Deed dated 03/09/2013 and 05/06/2015.
52. By a Declaration dated 09/03/2016 executed and registered under Serial No. KLN1-2270-2016 before the Sub-Registrar of Assurances at Kalyan by Hanuman Vishnu Thombre (Executant), in favour of Lodha Dwellers Pvt. Ltd. the said Executants, being relative to the said Owners, having right and interest in the property. Hence, the said Executant confirmed and ratified the transaction under the said Conveyance Deed dated 03/09/2013 and 05/06/2015.
53. By Order No. TNC-2707/PRA.KR.314/L-9 dated 26/12/2007 and revalidated from time to time as per Orders dated 28/05/2008, 18/06/2009, 04/08/2010, 26/12/2011, 28/02/2014, 25/04/2014, 06/11/2015 and 20/04/2016 thereto, the Competent Authority, Department of Revenue and Forest has granted permission under section 63 (1A) of Maharashtra Tenancy and Agricultural Lands Act, 1948, to the Lodha Dwellers Private Limited, for acquisition of lands including the Larger Property in Talukas Kalyan, Ambernath and Thane in District Thane, for the purpose of development of Special Township Project.
54. In the premises aforesaid Lodha Dwellers Private Limited became entitled to the said Property as absolute Owners thereof.
55. Pursuant to the Certificate dated 6th May 2014 issued by the Registrar of Companies, the name of Lodha Dwellers Private Limited has been changed to Palava Dwellers Private Limited. The said fact has been recorded under Mutation Entry No.1399.
56. I am informed that there are no litigations filed against the Company and/or the said Property as on date.
57. The Government of Maharashtra by its Notification dated 22/08/2014 sanctioned the Special Township Project in respect of the land more particularly described in Schedule - A to the said Notification which includes the said Property belonged to the Company, on the terms and conditions stated therein.

58. Palava Dwellers Private Limited have envisaged a scheme of development by Project names "**Casa Azzurra A - D**" and "**Casa Allura C & D**" identified as Sector I / Sector 10, on the portion of the said Property and submitted building plans, design and specifications to Mumbai Metropolitan Regional Development Authority (MMRDA) for necessary sanction and same are awaited.
59. On the basis of aforesaid findings, and subject to what is stated hereinabove, I am of opinion to Palava Dwellers Private Limited are entitled to the said Property as absolute Owners thereof and have complete development rights to develop the said proposed projects on the portion of the said Property in accordance with the sanctioned building plans.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT pieces and parcels of Property in all admeasuring 38660 sq.mtrs bearing following Survey Numbers / Hissa Numbers lying being and situate at Village Khoni, Taluka Kalyan and District Thane

Survey No	Hissa No	Area (sq. mtrs.)
55	5	12390
55	3	2730
55	2A	23540 out of 24540

Dated this 12th day of December 2018.



(Pradip Garach)
Advocate High Court Bombay