

**MLB/KSV/ 3103/2018**

**REPORT ON TITLE**

Re: All those pieces or parcels of land admeasuring 1312.66 sq. mts. or thereabouts, bearing new Survey No. 51 and Hissa Nos. 2A and 3B (part) of Village Goddeo, Bhayander (East), Taluka and District Thane

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**TO WHOMSOEVER IT MAY CONCERN**

1. We have been requested by our client, Star Developers, the sole proprietorship of Mr. Mohan Singh, to issue our Opinion on title in respect of the following properties:

- a. All that piece and parcel of land admeasuring 1130.66 sq. mts. forming part of a larger piece of land bearing Old Survey No. 314, New Survey No.51, Hissa Nos.3/B situate lying and being at Village Goddeo, Bhayander (East) Taluka and District Thane, hereinafter referred to as “**the First Property**” and more specifically described in the **First Schedule** hereunder written; and
- b. All that piece and parcel of land admeasuring 182 sq. mts. forming part of a larger piece of land bearing Old Survey No. 314, New Survey No. 51, Hissa Nos.2A, situate lying and being at Village Goddeo, Bhayander (East) Taluka and District Thane “**the Second Property**” and more specifically described in the **Second Schedule** hereunder written.

**Devolution of Title of the First Property**

2. It appears that prior to 1971, one Jagannath Pandurang Patil was the absolute owner of and well and sufficiently entitled *inter alia* to all that large piece or parcel of land bearing Old Survey No. 314 Hissa No. 3 (Pt.) of Village Bhayander, Bhayander (East), Taluka and District Thane, within the limits of the Mira Bhayander Municipal Corporation (“**MBMC**”) (hereinafter referred to as “**the First Original Property**”);
3. The said Jagannath Pandurang Patil died intestate on 24<sup>th</sup> July, 1971 leaving the following persons as his heirs and next-of-kin as per the Hindu Succession Act, 1956 by which he was governed:

(a)	Budhibai Jagannath Patil	-	Widow
(b)	Kesarinath Jagannath Patil	-	Son
(c)	Ek Nath Jagannath Patil	-	Son
(d)	Chandrakant Jagannath Patil	-	Son
(e)	Dattatray Jagannath Patil	-	Son
(f)	Suresh Jagannath Patil	-	Son
(g)	Neerabai Babaji Patil	-	Married Daughter
(h)	Malatibai Harishchandra Patil (referred to as Malatibai Harishchandra Bhoir in the Mutation Entry)	-	Married Daughter

On the death of Jagannath Pandurang Patil, the names of the said heirs were recorded as holders in the 7/12 extract in respect of the First Original Property, by virtue of Mutation Entry No. 4137 dated 12<sup>th</sup> November, 1979.

4. It appears that in the year 1988-89, the Village Bhayander was divided into two villages, namely Bhayander and Goddev and new Survey Numbers were allotted to the properties.
5. The said Budhibai Jagannath Patil died intestate on 20<sup>th</sup> March, 1997 leaving the following persons as her heirs and next-of-kin as per the Hindu Succession Act, 1956 by which she was governed:

(a)	Kesarinath Jagannath Patil	:	Son
(b)	Ek Nath Jagannath Patil	:	Son
(c)	Chandrakant Jagannath Patil	:	Son
(d)	Dattatray Jagannath Patil	:	Son
(e)	Suresh Jagannath Patil	:	Son
(f)	Neerabai Babaji Patil	:	Married Daughter who had also died, leaving behind the following heirs:-
	(i) Chintaman Babaji Patil	:	son (grandson of Budhibai Jagannath Patil);
	(ii) Jaywant Babaji Patil	:	son (grandson of Budhibai Jagannath Patil);
	(iii) Bharti Ramesh Thakur	:	daughter (granddaughter of Budhibai Jagannath Patil).
(g)	Malatibai Harishchandra Patil	:	daughter (granddaughter of Budhibai Jagannath Patil).

The aforesaid heirs of Malatibai Harishchandra Patil and Neerabai Babaji Patil, released and relinquished all their rights in the First Original Property and hence their names are deleted from 7/12 Extract and the same is mutated in 7/12 Extract by virtue of Mutation Entry No. 598 dated 27<sup>th</sup> August, 2004.

6. The Government decided to carry out computerization of all revenue records in the State of Maharashtra and in accordance with this policy decision, the Department of Revenue & Forest, issued an Order No. CLR/4/PART-I-8-1/CELL/REV dated 13<sup>th</sup> November, 2002 and the Tahasildar, Thane issued his Order for Computerization of records in Thane Taluka bearing No. REV/Desk-2/T-7-Adm/COM/KV/1069 in August, 2003. As per the said Order, various Survey Numbers their Hissa Numbers and other parts were re-numbered as follows:

Old Record			New Record			
S. No.	H. No.	Area	S. No.	H. No.	Area	New H. No.
51	3	0-70-3	51	3(Part)	0-33-4	3A
			51	3(Part)	0-33-9	3B

The aforesaid was mutated in the 7/12 Extract by virtue of Mutation Entry No. 542 dated 13<sup>th</sup> August, 2003. Pursuant to the above fresh 7/12 Extract has been issued in respect of the portions of the First Original Property bearing new Hissa Nos. 3A and 3B. The portion of the First Original Property bearing New Survey No. 51 Hissa No. 3B and admeasuring 3690 sq. mts. is hereinafter referred to as “**the First Larger Property**”;

7. The said Kesarinath Jagannath Patil died intestate on 21<sup>st</sup> February, 2009 leaving behind him the following persons as his heirs and next-of-kin as per the Hindu Succession Act, 1956 by which he was governed:

- |    |                           |   |        |
|----|---------------------------|---|--------|
| 1) | Sunanda Kesarinath Patil  | - | Widow; |
| 2) | Shailesh Kesarinath Patil | - | Son;   |
| 3) | Kanchan Kesarinath Patil  | - | Son;   |
| 4) | Praful Kesarinath Patil   | - | Son;   |

Their names are recorded as holders in the 7/12 Extract in respect of the First Larger Property by virtue of Mutation Entry No. 1351 dated 1<sup>st</sup> October, 2012.

8. By and under an Agreement executed between (1) Eknath Jagannath Patil, (2) Chandrakant Jagannath Patil, (3) Dattatray Jagannath Patil, (4) Suresh Jagannath Patil, (5) Sunanda Kesarinath Patil, (6) Shailesh Kesarinath Patil, (7) Kanchan

Kesarinath Patil, (8) Praful Kesarinath Patil, therein collectively referred to as the Vendors, (acting through their constituted attorney M/s. Sadguru Aura Enterprises – Partner Kuntesh P. Chedda – acting through his constituted attorney, Dinesh G. Dediya) of One Part and MBMC of Other Part, the Vendors therein had surrendered unto MBMC a portion of the First Larger Property, admeasuring 2559.34 sq. mts., and accordingly the name of MBMC has been recorded in the 7/12 Extract vide Mutation Entry No.1461 dated 22<sup>nd</sup> August, 2013, in respect of the area admeasuring 2559.34 sq. mts.

9. The balance portion of the First Larger Property, admeasuring 1130.66 sq. mts., viz. the First Property, continued to vest in the said (1) Eknath Jagannath Patil, (2) Chandrakant Jagannath Patil, (3) Dattatray Jagannath Patil, (4) Suresh Jagannath Patil, (5) Sunanda Kesarinath Patil, (6) Shailesh Kesarinath Patil, (7) Kanchan Kesarinath Patil, (8) Praful Kesarinath Patil and their names stand on the 7/12 Extract as the holders thereof.

10. The said Eknath Jagannath Patil died intestate on 19<sup>th</sup> June, 2014 leaving behind him the following persons as his heirs and next-of-kin as per the Hindu Succession Act, 1956, by which he was governed:

- |    |                        |   |          |
|----|------------------------|---|----------|
| a. | Girijabai Eknath Patil | - | Widow;   |
| b. | Dilip Eknath Patil     | - | Son;     |
| c. | Vikas Eknath Patil     | - | Son;     |
| d. | Pravin Eknath Patil    | - | Son; and |
| e. | Nitin Eknath Patil     | - | Son      |

However, their names have not been recorded as holders in the 7/12 Extract in respect of the First Property.

11. Accordingly, (1) Mr. Chandrakant Jagannath Patil, (2) Mr. Dattatray Jagannath Patil, (3) Mr. Suresh Jagannath Patil, (4) Ms. Sunandabai Kesarinath Patil, (5) Mr. Shailesh Kesarinath Patil, (6) Ms. Kanchan Kesarinath Patil, (7) Mr. Praful Kesarinath Patil, (8) Ms. Giriraj Eknath Patil, (9) Mr. Dilip Eknath Patil, (10) Mr. Vikas Eknath Patil, (11) Mr. Pravin Eknath Patil, and (12) Mr. Nitin Eknath Patil (“**the said Patils**”), came to be the joint absolute owners of and well and sufficiently entitled to the First Property.

12. By and under an Agreement for Sale dated 22<sup>nd</sup> March, 2017, entered into between the said Patils, therein referred to as the Vendors of the One Part and one Seven Eleven Constructions Private Limited (“**SECPL**”), therein referred to as the Purchasers/ Developers of the Other Part, and registered with the office of the Sub-registrar of Assurances at Thane under Serial No. TNN-7- 9889 of 2017, the said Patils agreed to sell and SECPL agreed to purchase the First property at or for the consideration and subject to the terms and conditions as specified therein.

13. By and under an Irrevocable General Power of Attorney dated 13<sup>th</sup> July, 2017 and registered with the sub- registrar at Thane under Serial No. TNN-7 – 9890 of 2017, the said Patils appointed Mr. Dinesh Roopchand Jain, Director of SECPL as their constituted attorney to perform various acts and deeds relating to the First Property on their behalf.

14. We have been informed that pursuant to the said Agreement for Sale dated 22<sup>nd</sup> March, 2017, SECPL paid the entire consideration amount payable thereunder to the said Patils and the said Patils have handed over vacant peaceful possession of the First Property to SECPL.

15. Pursuant to the above, SECPL became the deemed owners of the First Property. However, the said Patils have not yet executed a formal conveyance in respect of the First Property in favour of SECPL and the 7/12 Extract in respect of the First Property still reflects the said Patils as the owners thereof.

Devolution of Title of the Second Property

16. It appears that prior to 1981, one Joaquim Jilya Correa was the absolute owner of and well and sufficiently entitled *inter alia* to all that piece or parcel of land bearing Old Survey No. 314 Hissa No. 2A of Village Bhayander, Bhayander (East), Taluka and District Thane, within the limits of the MBMC (hereinafter referred to as “**the Second Larger Property**”);

17. The said Joaquim Jilya Correa died intestate on 11<sup>th</sup> January, 1981 leaving the following persons as his heirs and next-of-kin as per the Indian Succession Act, 1925, by which he was governed:

- |     |  |   |          |
|-----|--|---|----------|
| (1) | Hillary Joaquim Correa   | - | Son      |
| (2) | Hector Joaquim Correa  | - | Son      |
| (3) | Cibil Lacey Gabral   | - | Daughter |
| (4) | Dolly Gregory Gomes  | - | Daughter |
| (5) | Joket Morris D’Lima (referred to in some documents as Joket Nerris D’Lima) | - | Daughter |
| (6) | Cassel Norman D’Souza  | - | Daughter |

and the names of the said heirs were recorded as holders in the 7/12 extract in respect of the Second Larger Property, by virtue of Mutation Entry No. 4412 dated 29<sup>th</sup> September, 1981.

18. It appears that in the year 1988-89, the Village Bhayander was divided into two villages, namely Bhayander and Goddev and new Survey Numbers were allotted to the properties.

19. Hillary Joaquim Correa died intestate on 20<sup>th</sup> June, 1990 leaving his widow, Catherine Hillary Correa, as his only heir and next-of-kin, as per the Indian Succession Act, 1925 by which he was governed and the name of the said Catherine Hillary Correa was added as holder in the 7/12 extract in respect of the Second Larger Property, by virtue of Mutation Entry No. 295 dated 17<sup>th</sup> January, 1992.
20. Joket Morris D'Lima died intestate on 3<sup>rd</sup> September, 1990 leaving her only son, Jude Morris D'Lima (referred to in some documents as Jude Nerris D'Lima) as her only heir and next-of-kin, as per the Indian Succession Act, 1925 by which she was governed and the name of the said Jude Morris D'Lima was added as holder in the 7/12 extract in respect of the Second Larger Property, by virtue of Mutation Entry No. 294 dated 17<sup>th</sup> January, 1992;
21. It appears that the Government decided to carry out computerization of all revenue records in the State of Maharashtra and in accordance with this policy decision, the Department of Revenue & Forest, issued an Order No. CLR/4/PART-I-8-1/CELL/REV dated 13<sup>th</sup> November, 2002 and the Tahasildar, Thane issued his Order for Computerization of records in Thane Taluka bearing No. REV/Desk-2/T-7-Adm/COM/KV/1069 in August, 2003. As per the said Order, various Survey Numbers their Hissa Numbers and other parts were re-numbered as follows:

Old Record			New Record			
S. No.	H. No.	Area	S. No.	H. No.	Area	New H. No.
51	2	0-16-9	51	2(Part)	0-8-3	2A
			51	2(Part)	0-8-6	2B

- The aforesaid was mutated in the 7/12 Extract by virtue of Mutation Entry No. 542 dated 13<sup>th</sup> August, 2003 and pursuant to the above, fresh 7/12 Extract has been issued in respect of the portions of the Second Larger Property bearing new Hissa Nos. 2A and 2B.
22. It appears that a portion of the Second Larger Property admeasuring 648 sq. mts. was reserved for "road and garden" purpose as per the sanctioned Development plan of MBMC under Notification TPS-1296/847/CR-162/96 UD-12, dated 14<sup>th</sup> June, 1997.
23. By an Agreement dated 12<sup>th</sup> July, 2011, made between (1) Hector Joaquim Correa, (2) Vienna Hector Correa, (3) Edzil Hector Correa, (4) Maria Raymond Ferreira, (5) Senora Hector Correa, (6) Catherine Hillary Correa, (7) Dolly Gregory Gomes, (8) Cassel Norman D'Souza, (9) Jude Nerris D'Lima, (10) Darryl Lacey

Gabral, (11) Cibil Alias Clyed Lacey Gabral, (12) Ryner Lacey Gabral, (13) Sharon Gordon Dias acting through their Constituted Power of Attorney Holder viz. SECPL of One Part and MBMC of Other Part, and registered with the office of Sub-Registrar at Thane-IV under Sr. No. TNN/4/5713/2011, the parties of One Part handed over and surrendered a portion of the Second Larger Property, admeasuring 648 Sq. Mts, unto the MBMC in the manner and on the terms and conditions more particularly specified therein.

24. It is not clear how Vienna Hector Correa, Edzil Hector Correa, Maria Raymond Ferreira, Senora Hector Correa, Darryl Lacey Gabral and Sharon Gordon Dias came to be entitled to the Second Larger Property. It appears that they were heirs of some of the previous owners.

25. By and under an Indenture of Conveyance dated 17<sup>th</sup> February, 2012 made between (1) Catherine Hillary Correa, (2) Dolly Gregory Gomes, (3) Cassel Norman D'Souza, (4) Jude Nerris D'Lima (5) Darryl Lacey Gabral, (6) Clyed Lacey Gabral, (7) Ryner Lacey Gabral, (8) Sharon Gordon Dias, (9) Vienna Hector Correa, (10) Edzil Hector Correa, (11) Maria Raymond Ferreira, (12) Senora Hector Correa and (13) Hector Joaquim Correa, therein referred to as the Vendors of One Part and SECPL, therein referred to as the Purchaser of Other Part and registered in the office of Sub-Registrar at Thane-VII under Sr. No. TNN/7/1144/2012, the Vendors therein sold, conveyed and transferred unto SECPL herein, the balance portion of the Second Larger Property, admeasuring 182 Sq. Mts., viz. the Second Property, at or for the consideration and in the manner specified therein.

26. Pursuant to the above, SECPL came to be the absolute owners of the Second Property.

27. By and under an Indenture of Conveyance dated 20<sup>th</sup> April, 2018 (hereinafter referred to as "**the said Indenture of Conveyance**") executed between SECPL, therein referred to as the Vendor of the First Part, the said Patils, therein referred to as the Confirming Parties of the Second Part and Star Developers, acting through its sole proprietor, Mr. Mohan Singh, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-registrar of Assurances at Thane under Serial No. TNN-1-6357 of 2018, SECPL sold, conveyed, transferred and assigned and the said Patils confirmed unto Star Developers, the First Property and Second Property, at or for the consideration and in the manner specified therein.

28. In the said Indenture of Conveyance, SECPL and the said Patils has *inter alia* stated, declared and confirmed that:

- (i) SECPL is the deemed owner of and are well and sufficiently entitled to the First Property and every part thereof, subject to formal conveyance to be executed by the said Patils in favour of SECPL;
- (ii) SECPL is the absolute owner of and well and sufficiently entitled to the Second Property and every part thereof;
- (iii) SECPL is in vacant peaceful possession of the First Property and the Second Property;
- (iv) there are no proceedings/ litigations of any nature instituted by or against SECPL or the said Patils in respect of the First Property or the Second Property any part/s thereof pending in any Court or before any Authority, forum or tribunal and neither of the properties are under any lis pendens;
- (v) neither SECPL nor the said Patils and nor any of their respective predecessors-in-title have created any sale, gift, mortgage, charge, lien, lease, tenancy or any third party right or encumbrance on the First Property or the Second Property, or any part/s thereof;
- (vi) neither the First Property nor the Second Property nor any part/s thereof are subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority;
- (viii) SECPL and/or the said Patils have not created any adverse right in respect of the First Property and/or the Second Property, or any part/s thereof whereby they are prevented from selling and transferring the same;
- (x) The entire consideration payable to the said Patils under the Agreement for Sale dated 22<sup>nd</sup> March, 2017, entered into between them and SECPL has been paid and there is no amount due to the said Patils in respect of the First Property;
- (xi) there is no injunction or any order from any Court, Tribunal, Forum, Collector, Revenue Authority, Municipal Corporation for any taxation or other dues disentitling or restraining SECPL and /or the said Patils from dealing with the First Property and/or the Second Property; and
- (xii) all rates, assessments, duties, revenue taxes, outgoing and other taxes payable in respect of the First Property and/or the Second Property have been paid up to date by SECPL and/or the said Patils.



29. By and under a Power of Attorney dated 20<sup>th</sup> April, 2018 and registered with the sub-registrar at Thane under Serial No. TNN-1 – 635 of 2018, SECPL appointed Star Developers, acting through its sole proprietor Mr. Mohan Singh, as their constituted attorney to perform various acts and deeds relating to the First Property and Second Property, on their behalf.
30. We had issued a Public Notice on 9<sup>th</sup> February, 2017 and on 16<sup>th</sup> April, 2018 in Times of India and Maharashtra Times (Marathi translation) for the purpose of investigation of the title to the First Property and the Second Property. We have not received any claims or objections in response to the said Public Notice.
31. We have engaged Mr. Dipak Patil, Search Clerk, to carry out necessary searches in the concerned offices of the Sub-registrar of Assurances, for the period from 1982 to 2018 (38 years), in respect of the First Property and the second Property, who has submitted his Search Reports dated 9<sup>th</sup> March, 2017 and 4<sup>th</sup> April, 2018 in respect thereof. We have not found any adverse entries in respect of either of the said properties in the said Search Reports.
32. We have not taken inspection of the original documents of title for the purpose of this Opinion. Further, we have to clarify that we have not physically inspected the First Property or the Second Property.
33. The 7/12 Extract in respect of the First Larger Property, of which the First Property forms a part, reflects the names of (1) Mr. Eknath Jagannath Patil, (2) Mr. Chandrakant Jagannath Patil, (3) Mr. Dattatray Jagannath Patil, (4) Mr. Suresh Jagannath Patil, (5) Ms. Sunandabai Kesarinath Patil, (6) Mr. Shailesh Kesarinath Patil, (7) Ms. Kanchan Kesarinath Patil and (8) Mr. Praful Kesarinath Patil as well as Mira Bhayander Municipal Corporation, as the holders thereof. The Other Rights column mentions that The Estate Investment Company Private Ltd. is liable for collecting rent.
34. The 7/12 Extract in respect of the Second Larger Property, of which the Second Property forms a part, reflects the name of SECPL as the owner of the Second Property.
35. We have been informed that Star Developers has made an application to get its name mutated on the said 7/12 Extracts, and the same is under process.
36. On the basis of and subject to the above, in our opinion, Star Developers, the sole proprietorship of Mr. Mohan Singh, is the owner of and well and sufficiently entitled to the First Property and the Second Property and its title to the First Property and the Second Property is clear and marketable.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(Description of the First Property)

All that piece or parcel of land admeasuring 1130.66 sq. mts. bearing New Survey No. 51 Hissa No. 3B of Village Goddeo, Bhayander (East), Taluka and District Thane, within the limits of the Mira Bhayander Municipal Corporation.


**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(Description of the Second Property)

All that piece or parcel of land admeasuring 182 sq. mts. and bearing New Survey No. 51 Hissa No. 2A of Village Goddeo, Bhayander (East), Taluka and District Thane, within the limits of the Mira Bhayander Municipal Corporation.

Dated this 28<sup>th</sup> day of May, 2018.

**Kanga & Company,**

  
Partner