

*Sachin J. Katkar*

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**FORMAT A**

To,  
**MahaRERA,**  
**Mumbai**

**LEGAL TITLE REPORT**

**Sub :** Title clearance certificate with respect to Old Survey No. 42 New Survey No. 55 Hissa No. 1/D/1 admeasuring area 150 sq meters, Old Survey No. 42 New Survey No. 55 Hissa No. 1/D/3 admeasuring area 420 sq meters, and Old Survey No. 42 New Survey No. 55 Hissa No. 1G admeasuring area 4310 sq meters, aggregating area 4880 sq meters (**First Property**) and Old Survey No. 42 New Survey No. 55 Hissa No. 1A admeasuring area 440 sq. meters and Old Survey No. 42 New Survey No. 55 Hissa No. 1C admeasuring area 4040 sq meters aggregating area 4480 sq. meters (**Second property**) situated at Village Mogharpada, Taluka & District Thane.

**(First property and Second property are hereinafter collectively referred as Said Property)**

I have investigated the title of the said property on the request of Puranik Builders Limited (**Developer**), having its office at : Puranik's One, Kanchan Pushpa, Opp. Suraj Water Park, G.B. Road, Thane (W).

**A. Description of the property :**

Old Survey No. 42 New Survey No. 55 Hissa No. 1/D/1 admeasuring area 150 sq meters, Old Survey No. 42 New Survey No. 55 Hissa No. 1/D/3 admeasuring area 420 sq meters, and Old Survey No. 42 New Survey No. 55 Hissa No. 1G admeasuring area 4310 sq meters, aggregating area 4880 sq meters (**First Property**) and Old Survey No. 42 New Survey No. 55 Hissa No. 1A admeasuring area 440 sq. meters and Old Survey No. 42 New Survey No. 55 Hissa No. 1C admeasuring area 4040 sq meters

aggregating area 4480 sq. meters (**Second property**) situated at Village Mogharpada, Taluka & District Thane.

**B. The documents of allotment**

**First property :-**

- i. By Development Agreement dated 31/8/1994 (**First Development Agreement**) Shantabai Damodar Bhoir and Baban Damodar Bhoir, Devram Damodar Bhoir, Suresh Damodar Bhoir, Pandit Damodar Bhoir, Smt. Geeta Prakash Patil, Smt. Indrayani Naresh Bhoir and Smt. Ramabai Damodar Bhoir granted development right of First Entire Property to Vighnahar Estates and Investments Pvt. Ltd (**Vighnahar**) said First Development Agreement. The First Development Agreement is duly registered with the Sub Registrar of Assurances Thane at Sr. No.3916/1994.
- ii. By Development Agreement dated 31/12/2002 (**Second Development Agreement**) (Vighnahar) and Vimal Baban Borhade & Rakesh Baban Borhade, Ms. Smita Baban Borhade, Yogesh Baban Borhade interalia granted development right of First Entire Property alongwith properties to Developer. The said Second Development Agreement is duly registered on 6/2/2003 with the Sub Registrar of Assurances Thane at Sr. No. 825/2003.
- iii. By Confirmation Deed dated 1/4/2005, Shantabai Damodar Bhoir and Devram Damodar Bhoir, Suresh Damodar Bhoir, Pandit Damodar Bhoir, Geetabai Prakash Patil, Indrayani Naresh Bhoir, Ramabai Nakul Patil, Latabai Rajaram Pawar, Janardan Baban Patil, Anibai Gajanan Mukadam, Rekha Prabhakar Vaity, Kamini Baban Patil, Arun Baban Patil, Baban Damodar Bhoir confirmed Development right of Developer acquired by Second Development Agreement. The Confirmation Deed is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 2906/2005 and thereby confirm the Confirmation Deed dated 18/8/2003.

- iv. By Confirmation Deed dated 10/4/2006 Pandit Damodar Bhoir confirmed Development Right of Developer acquired by Second Development Agreement. The said Confirmation Deed is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 2264/2006.
- v. By Agreement for Sale dated 15/1/2007 (**Agreement**) Shantabai Damodar Bhoir, Baban Damodar Bhoir, Devram Damodar Bhoir, Suresh Damodar Bhoir, Pandit Damodar Bhoir, Geeta Prakash Patil, Indrayani Naresh Bhoir, Ramabai Damodar Bhoir, Latabai Rajaram Pawar, Anibai Gajanan Mukadam, Janardan Baban Patil, Prabhakar Vithal Vaity, (Rohini Prabhar Vaity, Bhagyashri Prabhakar Vaity, Ladki Prabhakar Vaity, Pranay Prabhakar Vaity), Kamini Baban Patil, Arun Baban Patil confirmed the Development Right of Developer and agreed to sell First Entire Property to Developer for consideration and terms and condition stated therein. The said Agreement is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 402/2007.
- vi. The Additional Tahsildar and agricultural lands tribunal (**Tribunal**) issued Sale Certificate under section 32 M of (BTAL Act) as the tenant Shantabai Damodar Bhoir has paid total amount of Rs. 5038 of the purchase price as determined order under section 32 G vide no. LSP-II-III-P-51 dated 31/7/2008 of said Act. Sale certificate duly registered at Sub-Registrar Assurance Thane at sr. no. 6434/2006 dated 8/8/2008.
- vii. By Declaration cum Indemnity Bond dated 7/6/2016 owners through constituted attorney have handedover the part of said admeasuring 1170.26 sq. mtrs to alongwith other properties to Thane Municipal Corporation for D.P. Road The Declaration cum Indemnity Bond is registered with Sub-registrar of Assurance Thane at sr. no. TNN9-5835/2016.

viii. By Transfer Deed dated 3/6/2019, owners through their constituted attorney have transferred an area admeasuring 1770 sq. mtrs out of area 2340 sq mtrs of Old Survey No. 42 New Survey No. 55 Hissa No. 10 alongwith other properties to Thane Municipal Corporation which was under Amenity Space. Thus Developer is entitled to only 570 sq. mtrs out of 2340 sq. mtrs of Old Survey No. 42 New Survey No. 55. Hissa No. 10. The said Transfer Deed is registered with Sub-registrar of Assurance Thane at sr. no. TNN9-7297/2019.

**Second Property :-**

- i. The Additional Tahsildar and A.L. Thane determined the purchase price of second sentire property for Rs. 736.37/- and on depositing the said amount by the tenant, Amrut Ganu Bhoir issued a certificate of purchase in his name u/s 32M of BTAL Act on 12/07/1978 at Sr. No. P-186 on 26/07/1978.
- ii. By Agreement dated 15/2/2008 (**Agreement**) Mahadev A. Bhoir, Draupadi Mahadev Bhoir, Shri. Liladhar Mahadev Bhoir, (Kundan Liladhar Bhoir, Shubhangi Liladhar Bhoir, Amit Liladhar Bhoir) Sau. Hemlata Liladhar Bhoir, Bhavana Meghnath Bhoir, (Bhagyashri Meghnath Bhoir), Shri. Ram Mahadev Bhoir, (Shubham Ram Bhoir, Yash Ram Bhoir) Sau. Sunita Ram Bhoir, Shri. Laxman Mahadev Bhoir, (Tejal Laxman Bhoir), Sau. Yogini Laxman Bhoir, Shri. Bharat Mahadev Bhoir (Hemanshu Bharat Bhoir) Sau. Sangeeta Bharat Bhoir, Shtrughan Mahadev Bhoir, Shevanti Shrirang Bhoir, Shanta Naresh Dongare, Yamuna Subhash Bhoir, Shri. Ananta Amrut Bhoir, Sau. Anusaya Ananta Bhoir, Shri. Anil Anant Bhoir, (Chetan Anil Bhoir, Nishan Anil Bhoir) Sau. Shaila Anil Bhoir, Shri. Sunil Ananta Bhoir (Raj Sunil Bhoir, Rutvik Sunil Bhoir) Sau. Yogita Sunil Bhoir, Arvind Ananta Bhoir, (Isha (Disha) Arvind Bhoir), Aparna Arvind Bhoir, Kesarinath Ananta Bhoir (Harsh Kesarinath Bhoir) Sau Usha Kesarinath Bhoir, Sangita Pramod Manera, Haribhajan Amrut Bhoir, Sau. Yamuna

Haribhajan Bhoir, Chandrashekhhar Haribhajan Bhoir (Labini Chandrashekhhar Bhoir,) Sau. Suvarna Chandrashekhhar Bhoir, Ujawala Sharad Bhoir, (Karan Sharad Bhoir), Hemlata Kantilal Patil, Kamalakar Amrut Bhoir, Sau. Karuna Kamalakar Bhoir, Jitesh Kamalakar Bhoir, (Krish Jitesh Bhoir), Mamata Nachiket Chaudhari, Tukaram Amrut Bhoir, Sarita Tukaram Bhoir, Sanjay Tukaram Bhoir, Ashwini Tukaram Bhoir, Sau. Jayali Sanjay Bhoir, Rohini Ramakant Bhoir, Parvati Gangadhar (Hatkar) Patil, Jainubai Krushna Thakur, Lila Narayan Pawashe, Damayanti Jaywant Patil, Shashi Ramesh Patil agreed to sell and granted development right of entire property to of Developer. The said Agreement is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 1489/2008.

- iii. By Confirmation Deed dated 11/4/2008 Bhavana alias Jayashree Meghnath Bhoir confirmed the said agreement and also development right of Developer for consideration and terms and condition stated therein. The said Confirmation Deed is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 3194/2008.
- iv. Confirmation Deed dated 23/4/2008 Bhavana alias Jayashree Meghnath Bhoir, (Bhagyashri Meghnath Bhoir), Ram Mahadev Bhoir, (Shubham Ram Bhoir, Yash Ram Bhoir) Sau. Sunita Ram Bhoir, Jitesh Kamalakar Bhoir, (Krish Jitesh Bhoir,) Sau. Rasika Jitesh Bhoir, Mamta Nachiket Chaudhari, Sarita Tukaram Bhoir, Sanjay Tukaram Bhoir, Jayali Sanjay Bhoir, Rohini Ramakant Bhoir confirmed the said agreement and also development right of Developer for consideration and terms and condition stated therein. The said Confirmation Deed is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 3520/2008.
- v. By Confirmation Deed dated 13/8/2008 Anil Anant Bhoir for himself and natural guardian and father of Chetan and Nishan, Arvind Ananta Bhoir

for himself and natural guardian and father of Isha (Disha), Kesarinath Ananta Bhoir for himself and natural guardian & father of Harsh, Usha Kesarinath Bhoir, Sarita Tukaram Bhoir, Chandrashekhar Haribhajan Bhoir for himself and natural guardian & father of Labini, Suvarana Chandrashekhar Bhoir, Ujwala Sharad Bhoir herself and natural guardian & mother of Karan, Hemlata Kantilal Patil confirmed the said agreement and also development right of Developer for consideration and terms and condition stated therein. The said Confirmation Deed is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 6542/2008 dated 13/8/2008. And thereby confirmed the Agreement dated 15/2/2008.

- vi. By Confirmation Deed dated 8/12/2011 Bharat Mahadev Bhoir for himself and natural guardian & father of Himanshu Bharat Bhoir, Sangeeta Bharat Bhoir confirmed the said agreement and also development right of Developer for consideration and terms and condition stated therein. The said Confirmation Deed is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 10940/2011.
- vii. By Supplementary Agreement dated 28/9/2012 Mahadev Amrut Bhoir, Liladhar Mahadev Bhoir, Ram Mahadev Bhoir, Laxman Mahadev Bhoir, Bharat Mahadev Bhoir, Shatrughna Mahadev Bhoir, Jayshree Meghnath Bhoir, Shevanti Shrirang Mhatre, Shanta Naresh Dongare, Yamuna Subhash Bhoir, Anant Amrut Bhoir, Sunil Anant Bhoir, Anil Anant Bhoir, Arvind Anant Bhoir, Kesarinath Anant Bhoir, Sangeeta Pramod Manera, Haribhajan Amrut Bhoir, Ujwala Sharad Bhoir, Chandrashekhar Haribhajan Bhoir, Hemlata Kantilal Patil, Kamlakar Amrut Bhoir, Jitesh Kamlakar Bhoir, Mamata Nachiket Chaudhari, Tukaram Amrut Bhoir, Sanjay Tukaram Bhoir, Ashwini Sanjya Bhoir, Rohini Ramakant Bhoir, Parvati Gangadhar (Hatkar) Patil, Jainubai

Krushna Thakur, Leela Narayan Pavashe, Damyanti Jaywant Patil, Shashi Ramesh Patil through Power of Attorney holder Nirmal Devraj Punamiya granted development right of entire property to Developer. The said Supplementary Agreement is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 3980/2012.

viii. By Deed of Conveyance dated 31/10/2012 Kamlakar Amrut Bhoir, Mahadev Amrut Bhoir, Ananta Amrut Bhoir, Haribhajan Amrut Bhoir, Tukaram Amrut Bhoir, Parvati Gangadhar (Hatkar) Patil, Jainubai Krushna Thakur, Ram Mahadev Bhoir, Sunita Ram Bhoir, Shevani Shrirang Mhatre, Shanta Naresh Dongare, Yamuna Subhash Bhoir, Aparna Arvind Bhoir, Usha Kesarinath Bhoir, Sangita Pramod Manera, Karuna Kamlakar Bhoir, Jitesh Kamlakar Bhoir, Rasika Jitesh Bhoir, Sanjay Tukaram Bhoir, Ashwini Sanjay Bhoir, Jayali Sanjay Bhoir, Rohini Ramakant Bhoir. Shrikant Govind Puranik Power of Attorney Holder Sarita Tukaram Bhoir, Sangeeta Bharat Bhoir, Laxman Mahadev Bhoir, Bharat Mahadev Bhoir, Shatrughna Mahadev Bhoir, Anil Ananta Bhoir, Sunil Ananta Bhoir, Anusaya Ananta Bhoir, Anil Ananta Bhoir, Shaila Ananta Bhoir, Arvind Ananta Bhoir, Kesarinath Ananta Bhoir, Chandrashekhar Haribhajan Bhoir, Suvarna Chandrashekhar Bhoir, Ujwala Sharad Bhoir, Hemlata Kantilal Patil, Mamata Nachiket Chaudhari, conveyed and transfer entire property to Yogesh Govind Puranik and Shrikant Govind Puranik as nominee and trustee of Developer. The said Deed of Conveyance is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 9215/2012.

ix. By Declaration cum Indemnity Bond dated 7/6/2016 owners through constituted attorney have handed over the part of said admeasuring 1170.26 sq. mtrs to alongwith other properties to Thane Municipal Corporation for D.P. Road The Declaration cum Indemnity Bond is

registered with Sub-registrar of Assurance Thane at sr. no. TNN9-5835/2016

- C. 7/12 extract of First property is issued by Talathi Owale, Taluka and District Thane dated 30/8/2021.**
- D. The Mutation Entries of the First Properties : 467, 591, 1656, 1944B, 2309, 263, 266, 301, 302, 540, 643, 761, 775, 812**
- E. 7/12 extract of Second property is issued by Talathi Owale, Taluka and District Thane dated 30/8/2021.**
- F. The Mutation Entries of the Second Properties : 467, 591, 1164, 2365, 270, 557, 571, 595, 761, 775, 812.**
- G. Search report from 1959 to 2021 (3/9/2021)**

On Perusal of the above mentioned documents and all other relevant documents relating to title of the said property I am of the opinion that the title of owner is clear, marketable and Developer has absolute rights to develop the said Property subject to charge of Piramal Trusteeship Services Pvt Ltd.

In respect of First Property, Mr. Pandit Damodar Bhoir and Mr. Suresh Damodar Bhoir are expired and his legal heirs have been brought in the revenue record. As per the agreements stated hereinabove, full consideration in respect of the said Agreements have been paid by the Developer to Mr. Pandit Damodar Bhoir and Mr. Suresh Damodar Bhoir and no amount is due and payable. The said Mr. Pandit Damodar Bhoir and Mr. Suresh Damodar Bhoir has also executed Power of Attorney in favour of the Developer and its nominees to do all acts and deeds as stated therein. The said Power of Attorney is given for consideration and therefore irrevocable and under section 202 of The Indian Contract Act, 1872. The Power of Attorney subsist even on the death of the said person and I am therefore of the opinion that



right of the developer subsist in the First Property even after the death of Mr. Pandit Damodar Bhoir and Mr. Suresh Damodar Bhoir.

**Owners of the said property**

1. (a) Old Survey No. 42 New Survey No. 55 Hissa No. 1/D/1 admeasuring area 150 sq meters, (b) Old Survey No. 42 New Survey No. 55 Hissa No. 1/D/3 admeasuring area 420 sq meters, and (c) Old Survey No. 42 New Survey No. 55 Hissa No. 1G admeasuring area 4310 sq meters, aggregating area 4880 sq meters - Baban Damodar Bhoir, Devram Damodar Bhoir, Geeta Prakash Patil, Indrayani Naresh Patil, Ramabai Damodar Bhoir, Latabai Rajaram Pawar, Anibai Gajanan Mukadam, Janardan Baban Patil, Rekha Prabhakar Vaity, Kamini Baban Patil, Arun Baban Patil, Bharati Suresh Bhoir, Hitendra Suresh Bhoir, Pranay Suresh Bhoir, Aadesh Suresh Bhoir, Aniket Pandit Bhoir, Vinanti Pandit Bhoir, Sandhya Pandit Bhoir.

(a) Old Survey No. 42 New Survey No. 55 Hissa No. 1A admeasuring area 440 sq. meters and (b) Old Survey No. 42 New Survey No. 55 Hissa No. 1C admeasuring area 4040 sq meters aggregating area 4480 sq. meters - Shrikant Govind Puranik & Yogesh Govind Puranik.

**Qualifying remarks of Said Property :**

- a. I have presumed that the documents as shown to me are final and have not been amended or modified in any manner.
- b. I presume that in relation to the documents provided to me such documents are within the capacity and powers of and have been or shall be duly authorized, executed and delivered by and are binding on the parties thereto.
- c. This opinion does not extend to any oral amendments of any term of the aforementioned documents, which may be amended orally by the parties

and substantiated by their conduct despite provisions in the  
aforementioned documents to the contrary;

- d. I have not taken search in the court for litigation regarding the said property. This opinion does not cover any litigation, suits etc. filed in any court in respect of the said property except the details of litigation disclosed in the report which is provided by the developer.
- e. All information including documents that has been supplied to me has been accepted as being correct unless otherwise stated.
- f. It may be pertinent to note that searches at the office of the Sub-Registrar of Assurances are subject to availability of records and also to records being torn and mutilated. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated.
- g. I have not invited objection for issue of Title Certificate in the news paper.
- h. I have taken at most care and made due diligence before issuance of this title certificate.

**The Report reflecting the flow of the title of the owner and developer on the said property is enclosed herewith as annexure.**

Dated this 14<sup>th</sup> day of December, 2021

  
Sachin J. Katkar  
Advocate



**FORMAT A**

**FLOW THE TITLE OF THE SAID PROPERTY**

**BRIEF HISTORY OF FIRST PROPERTY :-** Old Survey No. 42 New Survey No. 55 Hissa No. 1/D/1. admeasuring area 150 sq meters, Old Survey No. 42 New Survey No. 55 Hissa No. 1/D/3 admeasuring area 420 sq meters, and Old Survey No. 42 New Survey No. 55 Hissa No. 1G admeasuring area 4310 sq meters, aggregating area 4880 sq meters

**A. In respect of Latest 7/12 extracts**

It appears from the 7/12 extract dated 30/8/2021 that, Baban Damodar Bhoir, Devram Damodar Bhoir, Geeta Prakash Patil, Indrayani Naresh Patil, Ramabai Damodar Bhoir, Latabai Rajaram Pawar, Anibai Gajanan Mukadam, Janardan Baban Patil, Rekha Prabhakar Vaity, Kamini Baban Patil, Arun Baban Patil, Bharati Suresh Bhoir, Hitendra Suresh Bhoir, Pranay Suresh Bhoir, Aadesh Suresh Bhoir, Aniket Pandit Bhoir, Vinanti Pandit Bhoir, Sandhya Pandit Bhoir are the owners of the First Property and charge of Puranik Builders Pvt. Ltd Development Agreement is mentioned in the other rights column.

**B. In respect of 50 years of 7/12 extracts**

It appears from the 7/12 extract of 50 years that, the Old Survey No. 42 New Survey No. 55 Hissa No. 1A area 7820 sq.mtrs (**First Entire Property**) was originally owned by Ratanshi Premji Charitable Trust.

**C. In respect of 6 D Mutation Entries :**

1. It appears from the **mutation entry no. 467** dated 1/9/1951 As per Taluka order no. TNC dated 31/8/1951 the name of Jagannath Rama was wrongly mentioned therefore his name was removed and Amrut Ganu who was actually cultivating the S.no. 42/1 was recorded.

2. It appears from the **mutation entry no. 591** dated 8/8/1956 that as per Tenancy Order No. TNC 8113 dated 14/1/1956 that name of Amrut Ganu & Gangu Undrya were entered as simple tenant for the s.no. 42/1.
3. It appears from the **mutation entry no. 1656** dated 15/10/1977 that Gangubai Undrya Bhoir died 8 to 9 years back leaving behind him his legal heirs: 1) Shripat Undrya Bhoir 2) Savitribai Baban Patil.
4. It appears from the **mutation entry no. 1944B** dated 2/1/1988 that, Shripat alias Damodar Undrya Bhoir died on 21/5/1987 and Gangubai Undrya died before 15 to 16 years leaving behind them their legal heirs as 1) Shantibai Damodar Bhoir (wife) 2) Baban Damodar Bhoir (son) 3) Devram Damodar Bhoir (son) 4) Suresh Damodar Bhoir (son) 5) Pandit Damodar Bhoir (son) 6) Gitabai Prakash Patil (married daughter) 7) Indrayani Naresh Bhoir (married daughter) and 8) Ramabai Damodar Bhoir.
5. It appears from the **mutation entry no. 2309** dated 13/7/1995 that, Savitribai Baban Patil died on 26/11/1992 leaving behind her legal heirs:- 1) Latabai Rajaram Pawar (Daughter), 2) Anibai Gajanan Mukadam (Daughter), 3) Janardan Baban Patil (Son), 4) Rekha Prabhakar Vaity (Daughter), 5) Kamini Baban Patil (Daughter) and 6) Arun Baban Patil (son).
6. It appears from the **mutation entry no. 263** dated 29/7/2008 that, the Bombay Tenancy and Agricultural Land Tribunal determined the purchase price of the First Entire Property u/s 32 G of BTAL Act vide order no. Kulkayada/kalam/32G/Owale/Mogharpada/ 50/2006 dated 28/7/2006. Shantabai Damodar bhoir and Baban Damodar Bhoir, Devram Damodar Bhoir, Suresh Damodar Bhoir, Pandit Damodar Bhoir, Geeta Prakash Patil, Indrayani Naresh Bhoir, Ramabai Damodar Bhoir, Latabai Rajaram Pawar, Kantibai Gajanan Mukadam, Janardan Baban Patil, Rekha Prabhakar Vaity, Kamini Baban Patil,

Arun Baban Patil purchase the First Entire Property, and Name of Shantabai Damodar Bhoir & others recorded in occupant column & charge of purchase price of original owner Ratanshi Premji Dharmaday Trust kept in other rights column.

7. It appears from the **mutation entry no. 266** dated 1/8/2008 that, Pursuant to the payment made by the Shantabai Damodar Bhoir and others, the Tribunal issued Certificate of Purchase on 31/7/2008 to the Shantabai Damodar Bhoir and others vide no. LSP-II-III-P-51.
8. It appears from the **mutation entry no. 301** dated 23/1/2009 that, for the development of First Entire Property condition of Section 43 of Bombay Tenancy and Agricultural Lands Act, 1948 (BTAL Act) is relaxed as per the order of Sub Divisional Officer (SDO) Thane vide no. TD/T-6/KV/VP/SR-553/2007 dated 22/1/2009.
9. It appears from the **mutation entry no. 302** dated 23/1/2009 that, Development Agreement executed by Shantabai Damodar Bhoir Baban Damodar Bhoir, Devram Damodar Bhoir, Suresh Damodar Bhoir, Pandit Damodar Bhoir, Geeta Prakash Patil, Indrayani Naresh Bhoir, Ramabai Damodar Bhoir, Lata Rajaram Pawar, Amibai Gajanan Mukadam, Janardan Baban Patil, Prabhakar Vithal Vaity, Rohini Prabhakar, Bhagyashree Prabhakar, Ladki Prabhakar, Prayam Prabhakar, Kamini Baban Patil, Aruna Baban Patil on 15/1/2007 in favour of Puranik Builders Pvt. Ltd for Consideration of Rs. 840000/-. The said Agreement is registered at Sub Registrar of Assurance Thane vide no. 402/2007.
10. It appears from the **mutation entry no. 540** dated 7/8/2012 that, Shantabai Damodar Bhoir died intestate on 28/6/2012 leaving behind her legal heirs :- 1) Baban Damodar Bhoir (son) 2) Devram Damodar Bhoir (son) 3) Suresh Damodar Bhoir (son) 4) Pandit Damodar Bhoir (son) 5) Gitabai Prakash Patil (married daughter) 6) Indrayani Naresh Bhoir (married daughter) 7) Ramabai Naku Patil.

11. It appears from the **mutation entry no. 643** dated 19/10/2015 that, Suresh Shripat @ Damodar Bhoir died intestate on 3/6/2015 leaving behind him his legal heirs 1) Bharti Suresh Bhoir (wife) 2) Hitendra Suresh Bhoir (son) 3) Pranay Suresh Bhoir (son) 4) Aadesh Suresh Bhoir (son).
12. It appears from the **mutation entry no. 761** dated 4/10/2017 that, the by executing Declaration in favour of Thane Municipal Corporation area admeasuring 1170.26 sq meters is transferred to the Thane Municipal Corporation for 20 and 40 meters D.P. Road of the First Entire Property alongwith other properties.
13. It appears from the **mutation entry no. 775** dated 8/2/2018 that, as per the resolution dated 5/1/2017 of Maharashtra Government, the amendment carried out in Section 42 of Maharashtra Land Revenue Code and Section 42B and 42C are incorporated. As per the Government Resolution, the First Entire Property within Thane Municipal Corporation (TMC) and final development plan is published under The Maharashtra Regional Town Planning Act (**M RTP Act**). Under section 42B of The Maharashtra Land Revenue Code (MLRC) the property is deemed to have been converted to non-agricultural purpose on payment of conversion tax. Non-agricultural Tax and conversion tax of Rs. 3,16,710/- is paid on 9/1/2018 vide Challan No. MH009243592 201718M is received. Therefore the remark of Non-Agricultural is recorded on the 7/12 extract.
14. It appears from the **mutation entry no. 812** dated 14/9/2018 that, Hissa Form No. 12 Declaration and Possession Receipt the name of 1) Vishwanath Sitaram Thakur and others, 2) Puranik Builders Pvt. Ltd. through its Director Shaifesh Gopal Puranik & others, 3) Parvatibai Pandurang Patil & Others, 4) Shyam alias Ghanshyam Jayram Bhoir & others, 5) Baban Damodar Bhoir & others, 6)

Shrikant Govind Puranik & other 1 and Thane Municipal Corporation are recorded as a owner in record of rights of the Survey No. 1/12A, 1/12B, 1/13A, 1/13B, 1/5A, 1/5B, 1/5C, 1/7A, 1/7B, 55/1A, 55/1B, 55/1C, 55/1D, 55/1E and 55/1G. As per the Development Plan of the Thane Municipal Corporation the land is affected by 40 mtrs and 20 mtrs wide road. The land owner executed and registered the Agreement on 7/6/2016 vide sr. no. 5835/2016 and Supplementary Agreement dated 3/2/2018 vide sr. no. 2273/2018 in favour of Thane Municipal Corporation and on the basis of Possession Receipt of the Thane Municipal Corporation and As per the order of Tahsildar vide letter no. Mahsul/K-1/Hakkanond-1/T-3/KV-8504/17 dated 22/6/2017 and Letter of Deputy Superintendent of Land Record vide no. D.L./KV/A.T.P.H.M.R.N. 1726/2016 D.R. No. 2177/2017/470 Thane dated 28/1/2017 and from the hissa form no. 12 the effect is given to the record of rights to the First Entire Property is as follows :-

Old Survey No. 42 Hissa No. 55/1 admeasuring area 13180 sq. mtrs. subdivided into six parts, 1) Old Survey No. 42 Hissa No. 55/1A admeasuring area 440 sq. mtrs. in the name of Shrikant Govind Puranik & other 1, 2) Old Survey No. 42 Hissa No. 55/1B admeasuring area 880 sq. mtrs. in the name of Thane Municipal Corporation 20 mtrs wide Road, 3) Old Survey No. 42 Hissa No. 55/1C admeasuring area 4040 sq. mtrs. in the name of Shrikant Govind Puranik & other 1, 4) Old Survey No. 42 Hissa No. 55/1D admeasuring area 2340 sq. mtrs. in the name of Baban Damodar Bhoir & other 11 and charge of Development Agreement Puranik Builders Pvt. Ltd. through Director Shailesh Gopal Puranik and Shrikant Puranik in other rights column, 5) Old Survey No. 42 Hissa No. 55/1E admeasuring area 1170 sq. mtrs. in the name of Thane Municipal Corporation 20 mtrs wide Road and 6) Old Survey No. 42 Hissa No. 55/1G admeasuring area 4310 sq. mtrs. in the name of

Baban Damodar Bhoir & other 11 and charge of Development Agreement Puranik Builders Pvt. Ltd. through Director Shailesh Gopal Puranik and Shrikant Puranik in other rights column.

15. It appears from the Mutation Entry No. 930 dated 12/5/2021 that, by an Order No Mahasul/K-1/Hakkanond-1/T-3/KV 9501/2020/2021 dated 18/2/2021 passed by Tahsildar, Thane and Letter for subdivision from Deputy Superidentant of Land Record vide no. D.L./K.V./P.H.M.R.No. 2093/2019 Village Mogharpada/D.R.No. 2395/2020 dated 4/11/2020 on the basis of hissa form no. 12 the effect is given to the record of rights to the First Property is as follows :-

1) Old Survey No. 42 Hissa No. 55/1D/1 admeasuring area 150 sq. mtrs. in the name of Baban Damodar Bhoir & others 2) Old Survey No. 42 Hissa No. 55/1D/2 admeasuring area 1770 sq. mtrs. in the name of Thane Municipal Corporation, Thane reserved for Amenity Space and 3) Old Survey No. 42 Hissa No. 55/1D/3 admeasuring area 420 sq. mtrs. in the name of Baban Damodar Bhoir & others.

As, by Transfer Deed dated 3/6/2019, Baban Damodar Bhoir & others through their constituted attorney have transferred an area admeasuring 1770 sq. mtrs out of area 2340 sq mtrs of Old Survey No. 42 New Survey No. 55 Hissa No. 1D alongwith other properties to Thane Municipal Corporation which was under Amenity Space.

**D. In respect of Search Report with the Sub Registrar of Assurances.**

I have perused Search Report issued by Adv. Vaibhavi Ulkande for the period of year 1959 to 2010 (4/2/2010) and Mr. Akshay Kinjale for the period 1991 to 22/12/2020 and for period 22/12/2020 to 3/9/2021 on 3/9/2021.

**E. In respect of various permissions and sanctions**



1. **In respect of section 43 of (BTAL Act)** : condition under Section 43 of (BTAL Act) for the First Entire Property is relaxed as per the order of SDO Thane vide no. TD/T-6/KV/VP/SR-553/2007 dated 22/1/2009 and revised order vide no. TD/T-6/VP/SR 72/2014 dated 1/10/2014.
2. Since the First Entire Property within Thane Municipal Corporation (TMC) and final development plan is published under The Maharashtra Regional Town Planning Act (MRTP Act). Under section 42B of The Maharashtra Land Revenue Code (MLRC) the property is deemed to have been converted to non-agricultural purpose on payment of conversion tax and wherever applicable Najarana and Premium and other government dues. To comply with the said section 42B of MLRC the Tahsildar by its letter dated 4<sup>th</sup> January, 2018 demanded Non-agricultural Tax (NA Tax) and conversion tax as stated in the said letter. Pursuant to the said letter Non-agricultural Tax and conversion tax is paid on 9/1/2018 and Challan is received. Under section 42 B of MLRC Challan or receipts of payment of conversion non-agricultural assessment tax is regarded as proof of conversion to Non-Agricultural.

**F. In respect of Title Deeds :**

1. By Development Agreement dated 31/8/1994 (**First Development Agreement**) Shantabai Damodar Bhoir and Baban Damodar Bhoir, Devram Damodar Bhoir, Suresh Damodar Bhoir, Pandit Damodar Bhoir, Smt. Geeta Prakash Patil, Smt. Indrayani Naresh Bhoir and Smt. Ramabai Damodar Bhoir granted development right of First Entire Property to Vighnagar Estates and Investments Pvt. Ltd (Vighnagar) said First Development Agreement. The First Development Agreement is duly registered with the Sub Registrar of Assurances Thane at Sr. No.3916/1994.

2. By Development Agreement dated 31/12/2002 (**Second Development Agreement**) (Vighnagar) and Vimal Baban Borhade & Rakesh Baban Borhade, Ms. Smita Baban Borhade, Yogesh Baban Borhade inter alia granted development right of First Entire Property alongwith properties to Developer. The said Second Development Agreement is duly registered on 6/2/2003 with the Sub Registrar of Assurances Thane at Sr. No. 825/2003.
3. By Confirmation Deed dated 1/4/2005, Shantabai Damodar Bhoir and Devram Damodar Bhoir, Suresh Damodar Bhoir, Pandit Damodar Bhoir, Geetabai Prakash Patil, Indrayani Naresh Bhoir, Ramabai Nakul Patil, Latabai Rajaram Pawar, Janardan Baban Patil, Anibai Gajanan Mukadam, Rekha Prabhakar Vaity, Kamini Baban Patil, Arun Baban Patil, Baban Damodar Bhoir confirmed Development right of Developer acquired by Second Development Agreement. The Confirmation Deed is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 2906/2005 and thereby confirm the Confirmation Deed dated 18/8/2003.
4. By Confirmation Deed dated 10/4/2006 Pandit Damodar Bhoir confirmed Development Right of Developer acquired by Second Development Agreement. The said Confirmation Deed is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 2264/2006.
5. By Agreement for Sale dated 15/1/2007 (**Agreement**) Shantabai Damodar Bhoir, Baban Damodar Bhoir, Devram Damodar Bhoir, Suresh Damodar Bhoir, Pandit Damodar Bhoir, Geeta Prakash Patil, Indrayani Naresh Bhoir, Ramabai Damodar Bhoir, Latabai Rajaram Pawar, Anibai Gajanan Mukadam, Janardan Baban Patil, Prabhakar Vithal Vaity, (Rohini Prabhar Vaity, Bhagyashri Prabhakar Vaity, Ladki Prabhakar Vaity, Pranay Prabhakar Vaity), Kamini Baban Patil, Arun Baban Patil confirmed the Development Right of Developer and agreed to sell First Entire Property to Developer for consideration and

terms and condition stated therein. The said Agreement is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 402/2007.

6. The Additional Tahsildar and agricultural lands tribunal (Tribunal) issued Sale Certificate under section 32 M of (BTAL Act) as the tenant Shantabai Damodar Bhoir has paid total amount of Rs. 5038 of the purchase price as determined order under section 32 G vide no. LSP-II-III-P-51 dated 31/7/2008 of said Act. Sale certificate duly registered at Sub-Registrar Assurance Thane at sr. no. 6434/2008 dated 8/8/2008.
7. Developer and M/s Kaushalya Real Estate (KRE) by Deed of Mortgage in favour of IFCI LTD for First Entire Property and alongwith properties. The said Deed of Mortgage is duly registered with Sub-registrar of Assurance Thane at sr. no. TNN-9/740/2016 on 16/01/2016.
8. By Declaration cum Indemnity Bond dated 7/6/2016 owners through constituted attorney have handedover the part of said admeasuring 1170.26 sq. mtrs to alongwith other properties to Thane Municipal Corporation for D.P. Road The Declaration cum Indemnity Bond is registered with Sub-registrar of Assurance Thane at sr. no. TNN9-5835/2018.
9. To secure the term loan granted by IFCI LTD to Developer, Developer and Kaushalya Real Estate( KRE) by Deed of Mortgage dated 16<sup>th</sup> January, 2016(First Mortgage), mortgaged the First Entire Property alongwith other properties to IFCI Ltd. The said First Mortgage is duly registered with the office of Sub-Registrar of Thane vide Serial No. TNN-9-740.
10. The Developer has thereafter refunded the loan of IFCI Ltd and IFCI Ltd by Deed of Re-conveyance dated 19/9/2017 released and reconveyed the First Entire Property to Developer. The said Deed of

Reconveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/6496/2017.

11. The Developer by Loan Agreement date 28/8/2017 (Loan Agreement) agreed to avail rupee facility from Piramal Finance Ltd(Piramal). The Piramal appointed Piramal Trusteeship Services Ltd(Trustee) to act as Security trustee for the benefit of Piramal. To secure the payment under Loan Agreement by Deed of Mortgage dated 28/8/2017 (Second Mortgage), Developer mortgaged the First Entire Property alongwith other properties to Trustee. The said Second Mortgage is duly registered with Sub-Registrar of Assurance Thane at Sr.No.TNN-9/5974/2017.

12. By Transfer Deed dated 3/6/2019, owners through their constituted attorney have transferred an area admeasuring 1770 sq. mtrs out of area 2340 sq mtrs of Old Survey No. 42 New Survey No. 55 Hissa No. 1D alongwith other properties to Thane Municipal Corporation which was under Amenity Space. Thus Developer is entitled to only 570 sq. mtrs out of 2340 sq. mtrs of Old Survey No. 42 New Survey No. 55. Hissa No. 1D. The said Transfer Deed is registered with Sub-registrar of Assurance Thane at sr. no. TNN9-7297/2019.

**G. Litigation**

Usha Harishchandra Bhoir, Smt. Anandi Ghansham Bhoir, Smt. Kanta Ramakant Patil, Smt. Shashikala Manik Patil, Smt. Prema Manik Patil, Smt. Devkibai Damodar Patil filed Regular Civil Suit No. 590/2016 in the Civil Judge Junior Division, Thane against Parshuram Raghunath Bhoir, Pradip Parshuram Thakur, Smt. Yogita Mayur Mhatre, Ku Akshay Parshuram Thakur, Vishnu Raghunath Patil, Smt. Rukmini Vithal Bhoir, Smt. Anjani Madhukar Manera, Smt. Sharda Anant Thakur, Smt Jayavanti Namdev Thakur, Bhaskar Namdev Thakur, Smt. Jayashri Bhaskar Thakur, (Ku. Dakshata Bhaskar Thakur, Ku. Dishank Bhaskar Thakur), Shri. Dinkar

Namdev Thakur, Smt Vanmala Dinkar Thakur, (Ku. Janhvi Dinkar Thakur), Shri. Vinod Namdev Thakur, Smt. Minal/Milan Vinod Thakur Tejshri Vinod Thakur, Harishchandra Namdev Thakur, Smt. Anusaya Anant Patil, Smt. Prema Nyaneshawar Madhavi, Smt. Suchita Kiran Patil, Shri. Mahadev Saghunath Thakur, (Pranay Saghunath Thakur, Rahul aghunath Thakur), Puranik Builders Pvt. Ltd., Shri. Hanumant Dashrath Namdas, Cityscape Construction Company, for partition, cancellation of development agreement and injunction.

On Perusal of the revenue record and relevant documents the name of Usha Bhoir & her predecessor never appeared in the record of rights and they have any legal rights in respect of the First Entire Property.

**BRIEF HISTORY OF SECND PRDPERTY :-** Old Survey No. 42 New Survey No. 55 Hissa No. 1A admeasuring area 440 sq. meters and Old Survey No. 42 New Survey No. 55 Hissa No. 1C admeasuring area 4040 sq meters aggregating area 4480 sq. meters

**A. In respect of Latest 7/12 extracts:**

It appears from the current 7/12 extract dated 30/8/2021 that, the Second Property was owned by Shrikant Govind Puranik & Yogesh Govind Puranik.

**B. In respect of 50 years 7/12 extract:**

It appears from the 7/12 extract of 50 years that, the the Old Survey No. 42 New Survey No. 55 Hissa No. 1B area 5360 sq.mtrs. (Second Entire Property) was owned by Ratanshi Premaji Charitable Trust & possessed by Amrut Ganu Bhoir.

**C. In respect of 6 D Mutation Entries:**

1. It appears from the **mutation entry no. 467** dated 1/9/1951 that, as per Taluka order no. TNC dated 31/8/1951. The name of actual cultivators recorded & wrongly mutated names were removed and Amrut Ganu Bhoir & Gangu Undrya are shown as the tenant to the Survey No. 42/1.
2. It appears from the **mutation entry no. 591** dated 8/8/1956 that as per Tenancy Order No. TNC 8113 dated 14/1/1956 that name of Amrut Ganu & Gangu Undrya were entered as simple tenant for the Survey No. 42/1.
3. It appears from the **mutation entry no. 1164** dated 28/2/1966 that the Pursuant to the payment made by the Amrut Ganu Bhoir and others, the Tribunal issued Certificate of Purchase on 12/10/1963 to the Amrut Ganu Bhoir others vide no. IPL VIII P 97.
4. It appears from the **mutation entry no. 2365** dated 20/5/1996 that, Amrut Ganu Bhoir died intestate on 29/5/94 leaving behind legal heirs as follows: 1. Mahadev Bhoir 2. Ananta Bhoir 3. Haribhajan Bhoir 4. Kamalakar Bhoir 5. Tukaram Bhoir 6. Parvati Patil 7. Jainubai Thakur 8. Lila Pavashe 9. Damayanti Patil 10. Shari Patil 11. Savitri Bhoir.
5. It appears from the **mutation entry no. 270** dated 1/9/2008 that, Savitribai Amrut Bhoir died on 15/1/2001 leaving behind her following legal heirs 1) Mahadev Amrut Bhoir (Son) 2) Ananta Amrut Bhoir (Son) 3) Haribhajan Amrut Bhoir ( Son) 4) Kamalakar Amrut Bhoir (Son) 5) Tukaram Amrut Bhoir (Son) 6) Parvatibai Gangadhar Patil (Daughter) 7) Jainubai Krishna Thakur (Daughter) 8) Lila narayan Pavashe (Daughter) 9) Damayanti Jayant Patil (Daughter) 10) Shari Ramesh Patil (Daughter).
6. It appears from the **mutation entry no. 557** dated 1/11/2012 that, as per the Order No. TD/T-6/Thane/VP/SR 142/2009 dated 6/10/2012 SDO passed order u/s 43 Bombay Tenancy and Agricultural Lands Act

(BTAL Act) and relaxed the condition of certificate of purchase and granted permission to sale and development of entire property.

7. It appears from the **mutation entry no. 571** dated 15/6/2013 that, the Ananta Amrut Bhoir died intestate on 22/11/2012 leaving behind him legal heirs 1) Anusaya Anant Bhoir (Wife) 2) Anil Ananta Bhoir (Son) 3) Sunil Ananta Bhoir (Son) 4) Arvind Ananta Bhoir (Son) 5) Kesarinath Ananta Bhoir (Son) 6) Sangita Pramod Manera (Daughter).
8. It appears from the **mutation entry no. 595** dated 26/6/2014 that, Kamlakar Amrut Bhoir & others executed Conveyance Deed in favour of Shrikant Govind Puranik & Yogesh Govind Puranik executed on 31/10/2012 which is duly registered vide No. 9215/2012 on 31/10/2012 and Puranik Builders Pvt. Ltd (Developer) given confirmation to the said Conveyance Deed.
9. It appears from the **mutation entry no. 761** dated 4/10/2017 that, the by executing Declaration in favour of Thane Municipal Corporation area admeasuring 887.76 sq meters is transferred to the Thane Municipal Corporation for 20 and 40 meters D.P. Road of the Second Entire Property alongwith other properties.
10. It appears from the **mutation entry no. 775** dated 8/2/2018 that, as per the resolution dated 5/1/2017 of Maharashtra Government, the amendment carried out in Section 42 of Maharashtra Land Revenue Code and Section 42B and 42C are incorporated. As per the Government Resolution, the Second Entire Property within Thane Municipal Corporation (TMC) and final development plan is published under The Maharashtra Regional Town Planning Act (MRTP Act). Under section 42B of The Maharashtra Land Revenue Code (MLRC) the property is deemed to have been converted to non-agricultural purpose on payment of conversion tax. Non-agricultural Tax and conversion tax of Rs. 3,16,710/- is paid on 9/1/2018 vide Challan No.

MH009243592 201718M is received. Therefore the remark of Non-Agricultural is recorded on the 7/12 extract.

11. It appears from the **mutation entry no. 812** dated 14/9/2018 that, Hissa Form No. 12 Declaration and Possession Receipt the name of 1) Vishwanath Sitaram Thakur and others, 2) Puranik Builders Pvt. Ltd. through its Director Shailesh Gopal Puranik & others, 3) Parvatibai Pandurang Patil & Others, 4) Shyam alias Ghanshyam Jayram Bhoir & others, 5) Baban Damodar Bhoir & others, 6) Shrikant Govind Puranik & other 1 and Thane Municipal Corporation are recorded as a owner in record of rights of the Survey No. 1/12A, 1/12B, 1/13A, 1/13B, 1/5A, 1/5B, 1/5C, 1/7A, 1/7B, 55/1A, 55/1B, 55/1C, 55/1D, 55/1E and 55/1G. As per the Development Plan of the Thane Municipal Corporation the land is affected by 40 mtrs and 20 mtrs wide road. The land owner executed and registered the Agreement on 7/6/2016 vide sr. no. 5835/2016 and Supplementary Agreement dated 3/2/2018 vide sr. no. 2273/2018 in favour of Thane Municipal Corporation and on the basis of Possession Receipt of the Thane Municipal Corporation and As per the order of Tahsildar vide letter no. Mahsul/K-1/Hakkanond-1/T-3/KV-8504/17 dated 22/6/2017 and Letter of Deputy Superintendent of Land Record vide no. D.L./KV/A.T.P.H.M.R.N. 1726/2016 D.R. No. 2177/2017/470 Thane dated 28/1/2017 and from the hissa form no. 12 the effect is given to the record of rights to the Second Entire Property is as follows :-

Old Survey No. 42 Hissa No. 55/1 admeasuring area 13180 sq. mtrs. subdivided into six parts, 1) Old Survey No. 42 Hissa No. 55/1A admeasuring area 440 sq. mtrs. in the name of Shrikant Govind Puranik & other 1, 2) Old Survey No. 42 Hissa No. 55/1B admeasuring area 880 sq. mtrs. in the name of Thane Municipal Corporation 20 mtrs wide Road, 3) Old Survey No. 42 Hissa No. 55/1C admeasuring area 4040 sq. mtrs. in the name of Shrikant Govind Puranik & other 1, 4)



Old Survey No. 42 Hissa No. 55/1D admeasuring area 2340 sq. mtrs. in the name of Baban Damodar Bhoir & other 11 and charge of Development Agreement Puranik Builders Pvt. Ltd. through Director Shailesh Gopal Puranik and Shrikant Puranik in other rights column, 5) Old Survey No. 42 Hissa No. 55/1E admeasuring area 1170 sq. mtrs. in the name of Thane Municipal Corporation 20 mtrs wide Road and 6) Old Survey No. 42 Hissa No. 55/1G admeasuring area 4310 sq. mtrs. in the name of Baban Damodar Bhoir & other 11 and charge of Development Agreement Puranik Builders Pvt. Ltd. through Director Shailesh Gopal Puranik and Shrikant Puranik in other rights column

**D. In respect of Search Report with the Sub Registrar of Assurances:**

I have perused Search Report issued by Adv. Vaibhavi Ulkande for the period of year 1959 to 2010 (4/2/2010) and Mr. Akshay Kinjale for the period 1991 to 22/12/2020 and for period 22/12/2020 to 3/9/2021 on 3/9/2021.

**E. In respect of various permissions:**

1. **In respect of section 43 of Bombay Tenancy Act:** Under Section 43 of BTAL Act of the SDO Thane vide no. TD/T-6/KV/VP/SR-142/2009 dated 16/6/2012 relaxed the condition of certificate of purchase and revised order, vide no. TD/T-6/Thane/VP/SR-142/2009 dated 6/10/2012.
2. Since the entire property within Thane Municipal Corporation (TMC) and final development plan is published under The Maharashtra Regional Town Planning Act (MRTP Act). Under section 42B of The Maharashtra Land Revenue Code (MLRC) the property is deemed to have been converted to non-agricultural purpose on payment of conversion tax and wherever applicable Najarana and Premium and

other government dues. To comply with the said section 42B of MLRC the Tahsildar by its letter dated 4<sup>th</sup> January, 2018 demanded Non-agricultural Tax (NA Tax) and conversion tax as stated in the said letter. Pursuant to the said letter Non-agricultural Tax and conversion tax is paid on 9/1/2018 and Challan is received. Under section 42 B of MLRC Challan or receipts of payment of conversion non-agricultural assessment tax is regarded as proof of conversion to Non-Agricultural.

**F. In respect of Title Deeds:**

1. The Additional Tahsildar and A.L. Thane determined the purchase price of entire property for Rs. 736.37/- and on depositing the said amount by the tenant, Amrut Ganu Bhoir issued a certificate of purchase in his name u/s 32M of BTAL Act on 12/07/1978 at Sr. No. P-186 on 26/07/1978.
2. By Agreement dated 15/2/2008 (Agreement) Mahadev A. Bhoir, Draupadi Mahadev Bhoir, Shri. Liladhar Mahadev Bhoir, (Kundan Liladhar Bhoir, Shubhangi Liladhar Bhoir, Amit Liladhar Bhoir) Sau. Hemlata Liladhar Bhoir, Bhavana Meghnath Bhoir, (Bhagyashri Meghnath Bhoir), Shri. Ram Mahadev Bhoir, (Shubham Ram Bhoir, Yesh Ram Bhoir) Sau. Sunita Ram Bhoir, Shri. Laxman Mahadev Bhoir, (Tejal Laxman Bhoir), Sau. Yogini Laxman Bhoir, Shri. Bharat Mahadev Bhoir (Hemanshu Bharat Bhoir) Sau. Sangeeta Bharat Bhoir, Shtrughan Mahadev Bhoir, Shevanti Shrirang Bhoir, Shanta Naresh Dongare, Yamuna Subhash Bhoir, Shri. Ananta Amrut Bhoir, Sau. Anusaya Ananta Bhoir, Shri. Anil Anant Bhoir, (Chetan Anil Bhoir, Nishan Anil Bhoir) Sau. Shaila Anil Bhoir, Shri. Sunil Ananta Bhoir (Raj Sunil Bhoir, Rutvik Sunil Bhoir) Sau. Yogita Sunil Bhoir, Arvind Ananta Bhoir, (Isha (Disha) Arvind Bhoir), Aparna Arvind Bhoir, Kesarinath Ananta Bhoir (Harsh Kesarinath Bhoir) Sau Usha Kesarinath Bhoir, Sangita Pramod Manera, Haribhajan Amrut Bhoir, Sau. Yamuna Haribhajan Bhoir, Chandrashekhar Haribhajan Bhoir (Labini Chandrashekhar Bhoir,) Sau. Suvarna Chandrashekhar Bhoir, Ujawala

Sharad Bhoir, (Karan Sharad Bhoir), Hemlata Kantilal Patil, Kamalakar Amrut Bhoir, Sau. Karuna Kamalakar Bhoir, Jitesh Kamalakar Bhoir, (Krish Jitesh Bhoir), Mamata Nachiket Chaudhari, Tukaram Amrut Bhoir, Sarita Tukaram Bhoir, Sanjay Tukaram Bhoir, Ashwini Tukaram Bhoir, Sau. Jayali Sanjay Bhoir, Rohini Ramakant Bhoir, Parvati Gangadhar (Hatkar) Patil, Jainubai Krushna Thakur, Lila Narayan Pawashe, Damayanti Jaywant Patil, Shashi Ramesh Patil agreed to sell and granted development right of entire property to of Developer. The said Agreement is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 1489/2008.

3. By Confirmation Deed dated 11/4/2008 Bhavana alias Jayashree Meghnath Bhoir confirmed the said agreement and also development right of Developer for consideration and terms and condition stated therein. The said Confirmation Deed is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 3194/2008
4. Confirmation Deed dated 23/4/2008 Bhavana alias Jayashree Meghnath Bhoir, (Bhagyashri Meghnath Bhoir), Ram Mahadev Bhoir, (Shubham Ram Bhoir, Yash Ram Bhoir) Sau. Sunita Ram Bhoir, Jitesh Kamalakar Bhoir, (Krish Jitesh Bhoir,) Sau. Rasika Jitesh Bhoir, Mamta Nachiket Chaudhari, Sarita Tukaram Bhoir, Sanjay Tukaram Bhoir, Jayali Sanjay Bhoir, Rohini Ramakant Bhoir confirmed the said agreement and also development right of Developer for consideration and terms and condition stated therein. The said Confirmation Deed is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 3520/2008.
5. By Confirmation Deed dated 13/8/2008 Anil Anant Bhoir for himself and natural guardian and father of Chetan and Nishan, Arvind Ananta Bhoir for himself and natural guardian and father of Isha (Disha), Kesarinath Ananta Bhoir for himself and natural guardian & father of Harsh, Usha

Kesarinath Bhoir, Sarita Tukaram Bhoir, Chandrashekhar Haribhajan Bhoir for himself and natural guardian & father of Labini, Suvarana Chandrashekhar Bhoir, Ujwala Sharad Bhoir herself and natural guardian & mother of Karan, Hemlata Kantilal Patil confirmed the said agreement and also development right of Developer for consideration and terms and condition stated therein. The said Confirmation Deed is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 6542/2008 dated 13/8/2008. And thereby confirmed the Agreement dated 15/2/2008.

6. By Confirmation Deed dated 8/12/2011 Bharat Mahadev Bhoir for himself and natural guardian & father of Himanshu Bharat Bhoir. Sangeeta Bharat Bhoir confirmed the said agreement and also development right of Developer for consideration and terms and condition stated therein. The said Confirmation Deed is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 10940/2011.
7. By Supplementary Agreement dated 28/9/2012 Mahadev Amrut Bhoir, Liladhar Mahadev Bhoir, Ram Mahadev Bhoir, Laxman Mahadev Bhoir, Bharat Mahadev Bhoir, Shatrughna Mahadev Bhoir, Jayshree Meghnath Bhoir, Shevanti Shrirang Mhatre, Shanta Naresh Dongare, Yamuna Subhash Bhoir, Anant Amrut Bhoir, Sunil Anant Bhoir, Anil Anant Bhoir, Arvind Anant Bhoir, Kesarinath Anant Bhoir, Sangeeta Pramod Manera, Haribhajan Amrut Bhoir, Ujwala Sharad Bhoir, Chandrashekhar Haribhajan Bhoir, Hemlata Kantilal Patil, Kamlakar Amrut Bhoir, Jitesh Kamlakar Bhoir, Mamata Nachiket Chaudhari, Tukaram Amrut Bhoir, Sanjay Tukaram Bhoir, Ashwini Sanjya Bhoir, Rohini Ramakant Bhoir, Parvati Gangadhar (Hatkar) Patil, Jainubai Krushna Thakur, Leela Narayan Pavashe, Damyanti Jaywant Patil, Shashi Ramesh Patil through Power of Attorney holder Nimal Devraj

Punamiya granted development right of entire property to Developer. The said Supplementary Agreement is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 3980/2012.

8. By Deed of Conveyance dated 31/10/2012 Kamlakar Amrut Bhoir, Mahadev Amrut, Bhoir, Ananta Amrut Bhoir, Haribhajan Amrut Bhoir, Tukaram Amrut. Bhoir, Parvati Gangadhar (Hatkar) Patil, Jainubai Krushna Thakur, Ram Mahadev Bhoir, Sunita Ram Bhoir, Shevani Shrirang Mhatre, Shanta Naresh Dongare, Yamuna Subhash Bhoir, Aparna Arvind Bhoir, Usha Kesarinath Bhoir, Sangita Pramod Manera, Karuna Kamlakar Bhoir, Jitesh Kamlakar Bhoir, Rasika Jitesh Bhoir, Sanjay Tukaram Bhoir, Ashwini Sanjay Bhoir, Jayati Sanjay Bhoir, Rohini Ramakant Bhoir. Shrikant Govind Puranik Power of Attorney Holder Sarita Tukaram Bhoir, Sangeeta Bharat Bhoir, Laxman Mahadev Bhoir, Bharat Mahadev Bhoir, Shatrughna Mahadev Bhoir, Anil Ananta Bhoir, Sunil Ananta Bhoir, Anusaya Ananta Bhoir, Anil Ananta Bhoir, Shaila Ananta Bhoir, Arvind Ananta Bhoir, Kesarinath Ananta Bhoir, Chandrashekhar Haribhajan Bhoir, Suvarna Chandrashekhar Bhoir, Ujwala Sharad Bhoir, Hemlata Kantilal Patil, Mamata Nachiket Chaudhari, conveyed and transfer entire property to Yogesh Govind Puranik and Shrikant Govind Puranik as nominee and trustee of Developer. The said Deed of Conveyance is duly registered with the Sub Registrar of Assurances Thane at Sr. No. 9215/2012.
9. To secure the term loan granted by IFCI LTD to Developer, Developer and Kaushalya Real Estate(KRE) by Deed of Mortgage dated 16<sup>th</sup> January, 2016(First Mortgage), mortgaged the entire property alongwith other properties to IFCI Ltd. The said First Mortgage is duly registered with the office of Sub-Registrar of Thane vide Serial No. TNN-9-740/2016.

10. By Declaration cum Indemnity Bond dated 7/6/2016 owners through constituted attorney have handed over the part of said admeasuring 1170.26 sq. mtrs to alongwith other properties to Thane Municipal Corporation for D.P. Road The Declaration cum Indemnity Bond is registered with Sub-registrar of Assurance Thane at sr. no. TNN9-5835/2016
11. The Developer has thereafter refunded the loan of IFCI Ltd and IFCI Ltd by Deed of Re-conveyance dated 19/9/2017 released and reconveyed the entire property to Developer. The said Deed of Reconveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/6496/2017. The Developer by Loan Agreement date 28<sup>th</sup> August 2017(Loan Agreement) agreed to avail rupee facility from Piramal Finance Ltd (Piramal). The Piramal appointed Piramal Trusteeship Services Ltd(Trustee) to act as Security trustee for the benefit of Piramal. To secure the payment under Loan Agreement By Deed of Mortgage dated 28<sup>th</sup> August 2017 (Second Mortgage), Developer mortgaged the entire property alongwith other properties to Trustee. The said Second Mortgage is duly registered with Sub-Registrar of Assurance Thane at Sr.No.TNN-9/5974/2017

Dated this 14<sup>th</sup> day of December, 2021

*Sachin J. Katkar*  
Sachin J. Katkar  
Advocate



**Sachin J. Katkar**

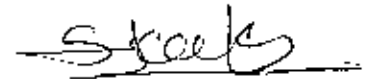
**Advocate, MJC 1231/2000**

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**Encumbrance**

The Developer has obtained term loan from Piramal to secure the amount lent by Piramal. Developer has mortgage the First Entire Property and Second Entire Property alongwith other properties to Trustee. The said Mortgage Deed registered with Sub-registrar Assurance Thane at sr. no. TNN-9/5974/2017 on 28/8/2017.

Dated this 14<sup>th</sup> day of December, 2021



**Sachin J. Katkar**  
**Advocate**

