

# *Nilesh C. Parmar*

B. Com., LL.B.

## **ADVOCATE HIGH COURT**

Office : " Trade Avenue " 5th Floor, Suren Road, Off Andheri - Kurla Road, W. E. Highway,  
Andheri (E), Mumbai - 400 093. Tel. : 2683 6357 / Fax : 2683 4320

Residence : A/4, Kiran Kunj, Near G. H. High School, M. G. Cross Road, Borivali (E), Mumbai - 400 066.

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### **WHOM SO EVER IT MAY CONCERN**

1. This title certificate is being issued in conjunction with a Residential/Commercial Unit ownership agreement, which is intended to be executed M/s. MEHTA AND SONS, a Registered Partnership Firm having its address at C-2, Whita Arch Building, Mathuradas Extension Road, Kandivali (West), Mumbai - 400 067("the Developer").
2. On instructions of the Developer, I have investigated title of M/s. HOUSING DEVELOPMENT & INFRASTRUCTURE LIMITED (hereinafter referred to as "the Owner") in respect of the property more particularly described in the Schedule hereunder written.
3. I have gone through the search report taken out from the Officers of Sub- Registrar of Assurances at Vasai in respect of the said property. I have also perused the relevant title deed, document, agreements, Index II, 7/12 Extract, mutation entries, 8A Extracts and other revenue record showing the title of the Owner to the said property. I have also perused the relevant record maintained with the office of Town Planning Department CIDCO and various approvals obtained by the Owner from the CIDCO and other concerned Govt. Authority.
4. I have issued public notices dated 6<sup>th</sup> July, 2011 in Free Press Journal (English) on 8<sup>th</sup> July, 2011 and Nav Shakti (Marathi) on 8<sup>th</sup>

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July, 2011 and invited claims and/or objections from the persons having and/or claiming any share, right, title and interest in the said property. However, I did not receive any objection and/or claim in response to my said public notices.

5. I have to state in respect of the property mentioned at Serial No. 1 in the schedule of property i.e. bearing Survey No. 66(169), Hissa No. 4 admeasuring 630 sq. mtrs. (hereinafter referred to said First property) as under:
- a) Since Prior to 1936, the said First Property was owned, possessed and in the records of rights was standing in the name of Shri Dadu Rajo Patil, the said Shri Dadu Rajo Patil Expired on 13/3/1936, leaving being him Shri Govind Dadu Patil, as his legal heirs as observed from the Mutation Entry No. 574 duly certified on 21/1/1937.
- b) The said Shri Govind Dadu Patil expired in or about in the year 1948, leaving behind him his sons (i) Harishchandra Govind Patil, (ii) Hiraji Govind Patil, as his legal heirs as observed from Mutation Entry No. 1398 duly certified on 11/6/1953.
- c) The said Harishchandra Govind Patil expired on 7/2/1979, leaving behind him his wife (i) Kashibai Harishchandra Patil, son (ii) Krishna Harishchandra Patil, and daughters (iii) Manibai Aatmaram Patil, (iv) Rajani alias Budhibai Suresh Gharat, and legal heirs of preceded brother Hiraji Govind Patil's wife and daughter (v) Pilubai Hiraji Patil, (vi) Indubai Namdev Gharat, as his legal heirs as observed from Mutation Entry No. 5571 duly certified on 7/6/1979.

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- d) The said Kashibai Harishchandra Patil expired on or about in the year 1985, leaving behind her his son (i) Krishna Harishchandra Patil, and daughters (ii) Manibai Aatmaram Patil, (iii) Rajani alias Budhibai Suresh Gharat, as her legal heirs as observed from Mutation Entry No. 6020 duly certified on 20/10/1986.
- e) The said Pilubai Hiraji Patil expired on or about in the year 1983, leaving behind her daughter Indubai Namdev Gharat, as her legal heirs as observed from Mutation Entry No. 7226 duly certified on 30/11/1988.
- f) By the Registered Deed of Conveyance dated 14/08/2000 (i) Sunil Jagannath Chorghe, (ii) Mahesh Chintaman Thakur and (iii) Bharat Sitaram Mhatre, had purchased the said First Property from (i) Krishna Harishchandra Patil, (ii) Manibai Aatmaram Patil, (iii) Rajani alias Budhibai Suresh Gharat, for valuable consideration. Hence, name of (i) Sunil Jagannath Chorghe, (ii) Mahesh Chintaman Thakur and (iii) Bharat Sitaram Mhatre has been mutated as owner in 7/12 extract, as observed from Mutation Entry No. 67 duly certified on 27/11/2000.
- g) The said Mahesh Chintaman Thakur expired on 11/2/2004, leaving behind him his wife (i) Pushpa Mahesh Thakur, sons (ii) Kanchan Mahesh Thakur, (iii) Hitesh Mahesh Thakur and (iv) Dhavlesh Mahesh Thakur as his legal heirs as observed from Mutation Entry No. 239 duly certified on 6/9/2004.
- h) By Deed of Conveyance dated 31/7/2006, duly registered with the Sub-Registrar of Assurance at Vasai-II under serial no. 6807/2006 on 31/7/2006, M/s. Palghar Land Development

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Corporation had purchased the said First Property from (i) Pushpa Mahesh Thakur, (ii) Kanchan Mahesh Thakur, (iii) Hitesh Mahesh Thakur, (iv) Dhavlesh Mahesh Thakur (v) Sunil Jagannath Chorghe, (vi) Bharat Sitaram Mhatre, for valuable consideration. Hence, name of M/s. Palghar Land Development Corporation has been mutated as owner in 7/12 extract, as observed from Mutation Entry No. 543 duly certified on 23/8/2006.

6. I have to state in respect of the property mentioned at Serial No. 2 in the schedule of property i.e. bearing Survey No. 66(169), Hissa No. 5 admeasuring 910 sq. mtrs. (hereinafter referred to said Second property) as under:
- a) Since Prior to 1929, the said Second Property was owned, possessed and in the records of rights was standing in the name of Shri Mukund Nama Mhatre, the said Shri Mukund Nama Mhatre Expired in or about in the year 1929, leaving being him his son Joma Mukund Mhatre, as his only legal heirs as observed from the Mutation Entry No. 429 duly certified on 12/11/1934.
- b) The said Shri Joma Mukund Mhatre expired on 26/02/1983, leaving behind him his daughter (i) Ramabai Govind Dalvi, grand daughter (ii) Anadibai Sakharam Mhatre and Grand sons (iii) Bhau Dinkar Patil and (iv) Jaywant Dinkar Patil, as his legal heirs as observed from Mutation Entry No. 7118 duly certified on 07/06/1988.
- c) As per the Registered Release Deed Dated 16/04/1991, (i) Anadibai Sakharam Mhatre, (ii) Bhau Dinkar Patil and (iii) Jaywant

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Dinkar Patil had released their rights title and interest in respect of the said second property in favour of Ramabai Govind Dalvi as observed from Mutation Entry No. 7502 duly certified on 16/05/1991.

d) The said Ramabai Govind Dalvi expired on 11/04/2007, leaving behind her sons (i) Ramesh Govind Dalvi (ii) Parshuram Govind Dalvi, (iii) Aatmaram Govind Dalvi, the said Aatmaram Govind Dalvi expired leaving behind him his next of kin his legal heirs (iii/a) Anandibai Aatmaram Dalvi, (iii/b) Kalpana Vinod Patil, (iii/c) Chitra Rajendra Bhoir, (iii/d) Sanjay Aatmaram Dalvi, (iii/e) Mahesh Aatmaram Dalvi, (iv) Naresh Govind Dalvi and daughter (v) Vasanti Narayan Patil, as her legal heirs as observed from Mutation Entry No. 724 duly certified on 22/07/2008.

e) By Deed of Conveyance dated 19/01/2009, duly registered with the Sub-Registrar of Assurance at Vasai-II under serial no. 404/2009 on 19/01/2009, M/s. Housing Development and Infrastructure India Limited had purchased the said second Property from Ramesh Govind Dalvi & Ors, for valuable consideration. Hence, name of M/s. Housing Development and Infrastructure India Limited has been mutated as owner in 7/12 extract, as observed from Mutation Entry No. 806 duly certified on 06/02/2009.

7. I have to state in respect of the property mentioned at Serial No. 3 in the schedule of property i.e. bearing Survey No. 66(169), Hissa No. 21 admeasuring 200 sq. mtrs. (hereinafter referred to said Third property) as under:

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- a) Since Prior to 1940, the said Third Property was owned, possessed and in the records of rights was standing in the name of Shri Nathu Nago Gharat, The said Nathu Nago Gharat expired on 10/08/1941, leaving behind him his wife Balibai Nathu Gharat as his only legal heir, as observed from the Mutation Entry No. 779 duly certified on 10/12/1941.
- b) Vide Deed of Conveyance dated 22/08/1941, One Shri Nathu Mukund Bhoir had purchased the said Third Property from Balibai Nathu Gharat, for valuable consideration, as observed from the Mutation Entry No. 780 duly certified on 10/12/1941.
- c) The said Nathu Mukund Bhoir expired on 21/12/1958, leaving behind him his son (i) Ramchandra Nathu Bhoir expired leaving behind him (i/a) Bhau Ramchandra Bhoir, (i/b) Dattu alias Dattatray Ramchandra Bhoir, (i/c) Ramesh Ramchandra Bhoir, (i/d) Sudhakar Ramchandra Bhoir, (i/e) Bhanubai Padmakar Patil, son (ii) Vitthal Nathu Bhoir expired leaving behind him (ii/a) Jankibai Vitthal Bhoir, (ii/b) Tukaram Vitthal Bhoir, (ii/c) Aalo Vitthal Bhoir, (ii/d) Kisan Vitthal Bhoir, (ii/e) Manohar Vitthal Bhoir, (ii/f) Budhibai Vitthal Bhoir, (ii/g) Damyanti Devram Kadam, (ii/h) Nilu Ranganath Choudary, son (iii) Govind Nathu Bhoir expired leaving behind him (iii/a) Rajibai Govind Bhoir, (iii/b) Waman Govind Bhoir, (iii/c) Vasudev Govind Bhoir, (iii/d) Shakuntala Harischandra Patil, son (iv) Bhaskar Nathu Bhoir expired leaving behind him (iv/a) Gangabai Bhaskar Bhoir, (iv/b) Devram Bhaskar Bhoir, (iv/c) Sukribai Parshuram Bhagat, (iv/d) Minabai Devram Patil, as his legal heirs, as observed from the Mutation Entry No. 435.



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d) The said Jankibai Vitthal Bhoir & Ors. entered into Agreement for sale Dated 16/10/1995 duly registered with the Sub-Registrar of Assurance at Vasai-II under serial no. 3233/1995 on 16/10/1995 with one M/s. Narangi Land Development Corporation for the Consideration and terms and condition mentioned therein.

e) By Deed of Conveyance dated 11/08/2005, duly registered with the Sub-Registrar of Assurance at Vasai-II under serial no. 4684/2005 on 11/08/2005, M/s. Palghar Land Development Corporation had purchased the said Third Property from Jankibai Vitthal Bhoir & Ors., with confirmation M/s. Narangi Land Development Corporation, for valuable consideration. Hence, name of M/s. Palghar Land Development Corporation has been mutated as owner in 7/12 extract, as observed from Mutation Entry No. 437 duly certified on 09/01/2006.

8. I have to state in respect of the property mentioned at Serial No. 4 in the schedule of property i.e. bearing Survey No. 66(169), Hissa No. 22/1 admeasuring 380 sq. mtrs. (hereinafter referred to said Fourth property) as under:

a) Since Prior to 1950, the said Fourth Property was owned, possessed and in the records of rights was standing in the name of Shri Dhani Sukur Bhagat, as observed from the Mutation Entry No. 1316 duly certified on 28/07/1952.

b) The said Dhani Sukur Bhagat expired leaving behind her daughters (i) Tulsibai Hira (ii) Subhadrabai Laxman, (iii) Bajibai Nathya, as her legal heirs, however Bajibai Nathya also expired

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leaving behind her husband Nathya Undrya Bhoir, hence in the records of rights of the fourth property their name has been reflected as the owner, as observed from the Mutation Entry No. 5386 duly certified on 28/06/1974.

c) The said (i) Nathya Undrya Bhoir, (ii) Tulsibai Hira and (iii) Subhadrabai Laxman, expired, leaving behind them (i) Pandurang Nathya Bhoir, (ii) Shamubai Nathya Bhoir as their legal heirs, as observed from the Mutation Entry No. 5824 duly certified on 13/10/1982.

d) The said Shamubai Nathya Bhoir expired in or about in the year 1984, leaving behind her Pandurang Nathya Bhoir, as her only legal heirs, as observed from the Mutation Entry No. 7469 duly certified on 19/09/1990.

e) The said Pandurang Nathya Bhoir, expired on 13/09/2000, leaving behind him his wife (i) Shantibai Pandurang Bhoir, sons (ii) Prabhakar Pandurang Bhoir, (iii) Anil Pandurang Bhoir, (iv) Jagdish Pandurang Bhoir and daughters (v) Bhagubai Babya Patil, (vi) Vasanti Ramesh Gharat and (vii) Renuka Pandurang Bhoir, as his legal heirs as observed from the Mutation Entry No. 97 duly certified on 30/06/2001.

f) The said Shantibai Pandurang Bhoir & Ors. entered into Agreement for sale Dated 07/07/1995 duly registered with the Sub-Registrar of Assurance at Vasai-II under serial no. 2102/1995 on 07/07/1995 with one M/s. Narangi Land Development Corporation for the Consideration and terms and condition mentioned therein.



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g) By Deed of Conveyance dated 01/09/2005, duly registered with the Sub-Registrar of Assurance at Vasai-II under serial no. 5041/2005 on 01/09/2005, M/s. Palghar Land Development Corporation had purchased the said Fourth Property from Shantibai Pandurang Bhoir & Ors., with confirmation M/s. Narangi Land Development Corporation, for valuable consideration. Hence, name of M/s. Palghar Land Development Corporation has been mutated as owner in 7/12 extract, as observed from Mutation Entry No. 425 duly certified on 09/01/2006.

9. I have to state in respect of the property mentioned at Serial No. 5,6,7,9 & 10 in the schedule of property i.e. bearing Survey No. 66(169), Hissa No. 22/2 admeasuring 130 sq. mtrs. (hereinafter referred to said Fifth property), bearing Survey No. 66(169), Hissa No. 22/3 admeasuring 130 sq. mtrs. (hereinafter referred to said sixth property), bearing Survey No. 66(169), Hissa No. 22/4 admeasuring 130 sq. mtrs. (hereinafter referred to said seventh property), bearing Survey No. 66(169), Hissa No. 24/1 admeasuring 180 sq. mtrs. (hereinafter referred to said ninth property) and bearing Survey No. 66(169), Hissa No. 24/2 admeasuring 150 sq. mtrs. (hereinafter referred to said tenth property) as under:

- a) Since Prior to 1950, the said Fifth, Sixth, Seventh, Ninth and Tenth Property was owned, possessed and in the records of rights was standing in the name of Shri Dadu Aalo Bhagar, as observed from the Mutation Entry No. 1316 duly certified on 28/07/1952.

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b) The said Dadu Aalo Bhagat expired on 17/01/1953, leaving behind him his wife Sukribai Dadu Bhagat, as his only legal heirs, as observed from the Mutation Entry No. 1396 duly certified on 27/03/1953.

c) The said Sukribai Dadu Bhagat expired on 09/06/1957, leaving behind her adopted son Harishchandra Dadu Bhagat, as her only legal heirs, as observed from the Mutation Entry No. 1835 duly certified on 22/11/1958.

d) The said Harishchandra Dadu Bhagat entered into Agreement for sale Dated 23/03/1995 duly registered with the Sub-Registrar of Assurance at Vasai-II under serial no. 502/1995 on 23/03/1995 with one M/s. Narangi Land Development Corporation for the Consideration and terms and condition mentioned therein.

e) By Deed of Conveyance dated 20/07/2005, duly registered with the Sub-Registrar of Assurance at Vasai-II under serial no. 4361/2005 on 20/07/2005, M/s. Palghar Land Development Corporation had purchased the said Fifth, Sixth, Seventh, Ninth and Tenth Property from the said Harishchandra Dadu Bhagat & Anr., with confirmation M/s. Narangi Land Development Corporation for valuable consideration. Hence, name of M/s. Palghar Land Development Corporation has been mutated as owner in 7/12 extract, as observed from Mutation Entry No. 390 duly certified on 31/12/2005.

10. I have to state in respect of the property mentioned at Serial No. 8 in the schedule of property i.e. bearing Survey No. 66(169), Hissa

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No. 23 admeasuring 560 sq. mtrs. (hereinafter referred to said eighth property) as under:

- a) Since Prior to 1936, the said Eighth Property was owned, possessed and in the records of rights was standing in the name of Shri Paku Sukrya Patil, the said Shri Paku Sukrya Patil Expired on 28/12/1938, leaving being him his wife Smt. Hiru Paku Patil, as his only legal heirs as observed from the Mutation Entry No. 739 duly certified on 14/1/1941.
- b) Vide Deed of Gift dated 7/10/1940, One Shri Gopal Chango Patil had taken the said eighth property from Smt. Hiru Paku Patil, hence in the record of rights of the said Eighth Property name of Shri. Gopal Chango Patil has been reflected as the Owner, as observed from Mutation Entry No. 753 duly certified on 19/03/1941.
- c) The said Gopal Chango Patil expired in or about in the year 1955, leaving behind him his wife (i) Rajibai Gopal Patil and sons (ii) Tukaram Gopal Patil and (iii) Damodar Gopal Patil, as his legal heirs, as observed from the Mutation Entry No. 5537 duly certified on 24/6/1977.
- d) The said Tukaram Gopal Patil expired on 28/12/1990, leaving behind him his wife (i) Gangabai Tukaram Patil son (ii) Balchandra Tukaram Patil and daughter (iii) Sunanda Shankar Patil, as his legal heirs, as observed from the Mutation Entry No. 7583 duly certified on 20/09/1993.
- e) The said Ganagbai Tukaram Patil expired in or about in the year 2003, leaving behind her son (i) Balchandra Tukaram Patil and

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daughter (ii) Sunanda Shankar Patil, as her legal heirs, as observed from the Mutation Entry No. 218 duly certified on 22/06/2004.

f) The said Rajibai Gopal Patil expired on 24/02/1991, leaving behind her son (i) Damodar Gopal Patil Grand son (ii) Balchandra Tukaram Patil and Grand daughter (iii) Sunanda Shankar Patil, as her legal heirs as observed from the Mutation Entry No. 302 duly certified on 22/09/2005.

g) The said Damodar Gopal Patil & Ors. entered into Agreement for sale Dated 10/4/1995 duly registered with the Sub-Registrar of Assurance at Vasai-II under serial no. 786/1995 on 10/04/1995 with one M/s. Narangi Land Development Corporation for the Consideration and terms and condition mentioned therein.

h) By Deed of Conveyance dated 10/08/2005, duly registered with the Sub-Registrar of Assurance at Vasai-II under serial no. 4641/2005 on 10/08/2005, M/s. Palghar Land Development Corporation had purchased the said Eighth Property from (i) Damodar Gopal Patil, (ii) Balchandra Tukaram Patil and (iii) Sunanda Shankar Patil, with confirmation M/s. Narangi Land Development Corporation for valuable consideration. Hence, name of M/s. Palghar Land Development Corporation has been mutated as owner in 7/12 extract, as observed from Mutation Entry No. 348.

11. I have to state in respect of the property mentioned at Serial No. 11 in the schedule of property i.e. bearing Survey No. 72(167), Hissa No. 3/2 admeasuring 4120 sq. mtrs. (hereinafter referred to said Eleventh property) as under:

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- a) Since Prior to 1945, the said Eleventh Property was owned, possessed and in the records of rights was standing in the name of Shri Mankya Ramji Bhoir, the said Shri Mankya Ramji Bhoir Expired in or about in the year 1946, leaving behind him son Ganu Mankya Bhoir as his legal heir as stated in Taluka Order No. RTSSR/68 dated 28/11/1951, as observed from the Mutation Entry No. 1311 duly certified on 23/04/1952.
- b) On 3/7/1950, One Shri Hari Shinwar Bhoir had purchased the said eleventh property from Shri Ganu Mankya Bhoir, hence in the record of rights of the said Eleventh Property name of Shri. Hari Shinwar Bhoir has been reflected as the Owner, as observed from Mutation Entry No. 1313 duly certified on 23/4/1952.
- c) The said Hari Shinwar Bhoir expired in or about in the year 1962, leaving behind him his wife (i) Thamabai Hari Bhoir and son (ii) Narayan Hari Bhoir expired leaving behind him (iii) Demubai Naryan Bhoir, as his legal heirs, hence in the records of rights of the eleventh property their name has been reflected as the owner, as observed from the Mutation Entry No. 5265.
- d) The said Thamabai Hari Bhoir expired in or about in the year 1977, leaving behind her daughter (i) Janibai Jivan Patil, (ii) Manibai Naryan Patil, and Grand son (ii) Gajanan Pandurang Patil, as her legal heirs, as observed from the Mutation Entry No. 6066 duly certified on 06/07/1987.
- e) The said Demubai Narayan Bhoir expired in or about in the year 1983, leaving behind her Shri Gajanan Pandurang Patil, as her

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only legal heirs, as observed from the Mutation Entry No. 7151 duly certified on 08/09/1988.

f) The said Janibai Jivan Patil, expired on 17/03/1998, leaving behind her son (i) Pandharinath Jivan Patil, (ii) Balchandra Jivan Patil and daughter (iii) Anusaya Damodar Patil, (iv) Sitabai Waman Bhagat, (v) Leelabai Janardan Patil, (vi) Gulabbai Balchandra Mhatre, (vii) Damayanti Dattatray Patil and (viii) Bebibai Motiram Patil, as her legal heirs as observed from the Mutation Entry No. 878 duly certified on 18/09/2010.

g) The said Manibai Naryan Patil & Ors. entered into Agreement for sale Dated 28/06/1995 duly registered with the Sub-Registrar of Assurance at Vasai-II under serial no. 1878/1995 on 28/06/1995 with one M/s. Narangi Land Development Corporation for the Consideration and terms and condition mentioned therein.

h) By Deed of Conveyance dated 24/08/2005, duly registered with the Sub-Registrar of Assurance at Vasai-II under serial no. 4869/2005 on 24/08/2005, M/s. Palghar Land Development Corporation had purchased the said Eleventh Property from Anusaya Damodar Patil & Ors., with confirmation M/s. Narangi Land Development Corporation, for valuable consideration. Hence, name of M/s. Palghar Land Development Corporation has been mutated as owner in 7/12 extract, as observed from Mutation Entry No. 881 duly certified on 18/08/2010.

12. The said First Property, the said Second Property, the said Third Property, the said Fourth Property, the said Fifth Property, the said

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Sixth property, the said Seventh property, the said Eighth property, the said Ninth Property, the said Tenth Property and the said Eleventh property hereinafter collectively referred as to the said property more particularly described in the schedule of the property hereunder written.

13. As referred hereinabove, the said M/s. Palghar Land Development Corporation a partnership firm became absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Property (except the Second property), which is more particularly described in the Schedule hereunder written.
14. The said M/s. Palghar Land Development Corporation a partnership firm dissolved by Deed of Dissolution dated 20/02/2006 and as per the said Deed of Dissolution the said M/s. Palghar Land Development Corporation released and transferred their rights in respect of the said property to M/s. Housing Development & Improvement India Limited. The said M/s. Housing Development & Improvement India Limited is now known as M/s. Housing Development & Infrastructure Limited i.e. the Owner herein.
15. The Owner have also purchased various properties adjoin to the said property under several diverse and separate agreement, deed of conveyance. The Owner has submitted the Group housing scheme layout to the City and Industrial Development Corporation of Maharashtra Limited (hereinafter referred to as "the CIDCO") in



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respect of the various property including the said property and obtained group housing scheme layout permission and got the layout sanctioned from CIDCO vide their letter No. CIDCO/VVSR/NAP & CC/BP-4486/W/4002 dated 28/05/2009 and Revised Development permission vide their letter CIDCO/VVSR/RDP/BP-4486/W/801 dated 5/7/2010 and formed various sectors on the said sanctioned layout known as Sector No. I to X.

16. By Development Agreement dated 27/10/2010, the Owners have agreed to sold Development Right in respect of the FSI of Building No. 7, wing A to D in Sector III admeasuring 178741.70 sq.ft. i.e. to 16605.51 sq. mtrs. built up area (including balcony, Staircase, lift area, lobby and opla area) to be consumed on part of the said property to M/s. Vinay Unique Developers, for the consideration and upon the terms and conditions recorded therein.
17. By Development Agreement dated 31/03/2011, duly registered with the Sub-Registrar of Assurance Vasai-I under serial No. Vasai1-05373-2011 on 30/4/2011, the Owner had agreed to sold Development Right in respect of the FSI of Building No. 7, wing C & D in Sector III admeasuring 84043.81 sq.ft. i.e. to 7807.86 sq. mtrs. built up area (including balcony, Staircase, lift area, lobby and opla area) to be consumed FSI on part of the said property admeasuring 1538.38 sq. mtrs. or thereabout more particularly described in the second schedule therein and more particularly

# *Nilesh C. Parmar*

B. Com., LL.B.

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described in the schedule hereunder written, with confirmation of the said M/s. Vinay Unique Developers to the M/s. Mehta & Sons i.e. the Developer herein for the consideration and upon the terms and conditions recorded therein.

18. Pursuance to the said Development Agreement dated 31/03/2011, the Owner has also executed Power of Attorney dated 30/04/2011 in favour of the partners of M/s. Mehta & Sons i.e. the Developers in respect of the said property.
19. The Owner has also obtained Commencement Certificate (C.C.) No. CIDCO/VVSR/CC/BP-4486/W/849 dated 05/07/2010 for construction of building No. 7 in Sector - III on part of the said property, residential/commercial building, known as "MAHAVIR HEIGHTS".

In background of the aforesaid in my opinion the title of the Owner to the said property which is more particularly described in the Schedule hereunder written is marketable free from encumbrances and the Developer are entitled to develop the same according to the sanctions and approvals obtained and to be obtained from statutory authorities, some of which are mentioned herein. Further I am of the opinion that the Developers are entitled to sell Residential/Commercial premises in the building No. 7 Wing C & D in Sector - III to be constructed on part of the said Property.

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### **THE SCHEDULE ABOVE REFERRED TO**

(Being description of the Said Property)

ALL that piece and parcel of property bearing Survey, Hissa Number and their respective area given in table below of Village Dongare, Taluka Vasai and within the jurisdiction of Vasai-Virar Shahar Mahanagar Palika all in total aggregate 1568.38 sq. mtrs. or thereabout.

Sr. No.	Survey No.	Hissa No.	Actual Area in Sq. mtrs.	Area Allotted for FSI Consumption in Sq. mtrs.
1	66(169)	4	630.00	17.02
2	66(169)	5	910.00	85.36
3	66(169)	21	200.00	42.17
4	66(169)	22/1	380.00	306.32
5	66(169)	22/2	130.00	98.68
6	66(169)	22/3	130.00	130.00
7	66(169)	22/4	130.00	4.99
8	66(169)	23	560.00	512.31
9	66(169)	24/1	180.00	36.25
10	66(169)	24/2	150.00	113.50
11	72(167)	3/2	4120.00	221.78
		<b>TOTAL</b>	<b>7520.00</b>	<b>1568.38</b>

Dated this 6<sup>th</sup> September, 2011



Mr. Nilesh C. Parmar

Advocate High Court, Mumbai