



# SURINDER KAUR RAO

B.A. LL.B.

Advocate High Court & Notary (Govt. of India)  
Regn. No. 2957/2005  
Thane & Mumbai



To,  
MahaRERA,  
Maharashtra Real Estate Regulatory Authority,  
Housefin Bhavan, 6th & 7th floor,  
E Block, Bandra Kurla Complex,  
Bandra (East), Mumbai – 400051.



## LEGAL TITLE REPORT

Dear Sir,

Sub.: Title clearance certificate with respect to land bearing Survey No. 21/1, 21/3, 21/4, 21/5, 21/6, 21/7, 8A, 8B of Village Vadavali, Taluka & District Thane and Old Survey No. 107/8 (New S.No. 72/8), Old Survey No. 112/1 (New S.No.71/1), Old Survey No. 113 (New S. No. 66) Hissa No.1, 2, 4, 6, 7, 8,9, 10, 11, 12, 13, 14, 15, 16, 17, Old Survey No. 114 (New S. No. 65) Hissa No.1, 2 of Village Owale, Taluka and District & Registration Sub-District Thane within the local limits of the Thane Municipal Corporation.(hereinafter referred to as the "said Property").

A. I have investigated the title of the said Property, more particularly referred to hereinabove, at the request of M/S. UNNATHI ASSOCIATES, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 and having its registered office at 26, Kilachand Building, 298 Princess Street, Marine Lines, Mumbai 400 002 and perusing the following documents in the manner stated hereinafter i.e.:

1) Description of the Property :

All that piece and parcel of land situate, lying and being village Owale and Vadavali, Taluka & District Thane, Registration District and Sub



*S. H. RAO*

Off.: Rajveer Chambers, Shop No. 3, Kadwa Lane,  
Jambhli Naka, Thane (W) - 400 601.  
Mobile: 9004031216 / 7021773760



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Registration District Thane and within the limits of Thane Municipal Corporation & bearing following description :

Sr.No.	New Survey Nos.	Old Survey Nos.	Area (In square meters)
1.	21/1	21/1	5670
2.	21/3	21/3	910
3.	21/4	21/4	910
4.	21/5	21/5	1010
5.	21/6	21/6	2830
6.	21/7	21/7	1210
7.	21/8A	21/8A	4010
8.	21/8B	21/8B	4040
9.	71/1	112/1	4142
10.	72/8	107/8	130
11.	66/1	113/1	11000
12.	66/4	113/4	1100
13.	66/14	113/14	5600
14.	65/1	114/1	620
15.	65/2	114/2	6360
16.	66/2	113/2	2600
17.	66/6	113/6	1730
18.	66/11	113/11	1900
19.	66/15	113/15	2400
20.	66/7	113/7	4300
21.	66/8	113/8	2000
22.	66/9	113/19	1300
23.	66/10	113/10	720

*S. H. RAO*



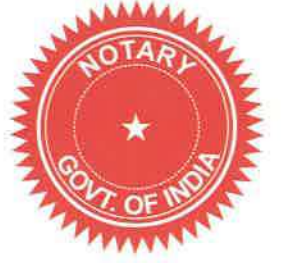
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24.	66/13	113/13	1050
25.	66/12	113/12	800
26.	66/16	113/16	3600
27.	66/17	113/17	1000

2) The documents pertaining to the said Property are as under:

The title documents perused by me are more particularly set out in Certificate of Title dated 08/11/2016 and Supplementary Title certificates dated 27/03/2017, 11/07/2017, 22/05/2019, 11/11/2021 and 01/08/2022 issued by me which is collectively annexed/enclosed hereto and marked as "Enclosure 1".

3) Latest 7/12 extracts dated 09/06/2022 pertaining to the said property and the Mutation entries are perused by me and details whereof are reflected in the "Enclosure 1".

4) Search report for 30 years commencing from the year 1985 to 2021 issued by (Search Clerk) are perused by me, details whereof are reflected in the "Enclosure 1".

B. On perusal of the above mentioned documents and all other relevant documents relating to the title of the said property read with what is stated herein and subject to what is stated in the Certificate of Title dated 08/11/2016 and Supplementary Title certificates dated 27/03/2017, 11/07/2017, 22/05/2019, 11/11/2021 and 01/08/2022 issued by me, annexed/enclosed herewith as "Enclosure 1" and subject to the qualification/observation interalia as regards the litigation set out in "Enclosure 1" I am of the opinion that title of the owners **M/S. UNNATHI ASSOCIATES** to the said property is clear, marketable and free of any encumbrances.

*Suresh*



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C. The Owners of the said property are **M/S. UNNATHI ASSOCIATES**, a partnership Firm's name and its partner's names are reflected on the 7/12 extracts of the said property.

D. The report reflecting the flow of the title of the Owners/Promoters on the said property is enclosed herewith as "Enclosure 1".

Encl: Enclosure 1

Date : 01/08/2022



*S. H. RAO*

Advocate





**Mrs. SURINDER H. RAO**

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ADVOCATE HIGH COURT

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**TO WHOMSOEVER IT MAY CONCERN**

I. At the instance of my clients, **M/S. UNNATHI ASSOCIATES**, a registered Partnership firm, having their office at Laxmi Narayan Residency, Unnathi Garden - III, Opp. Ma Niketan, Pokharan Road No.2, Thane (W) - 400610, PAN NO. AABFU4497L, I have investigated the title of :

a. 1. Shri Rajan Narayan Bandekar, 2. Shri. Shyamal Vijay Mody, 3. Mrs. Kalpana Vijay Mody and 4. Mrs. Sangeeta Kirti Shah, the partners of M/S. UNNATHI ASSOCIATES (hereinafter referred to as 'the said First Owners') to i) the property being all those pieces or parcels of land bearing S.No.21/6 admeasuring 2830 sq.mtrs lying and being at village Vadavali Taluka and District Thane in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation and more particularly described in the First schedule hereunder written (hereinafter referred to as 'the said First Property'); ii) the property being all those pieces or parcels of land bearing old S.No 107/8, New Survey No.72/8 admeasuring 130 sq. mtrs. and old S.No.112/1, New Survey No.71/1 admeasuring 8150 sq.mtrs. lying and being at village Owale, Taluka and District Thane in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation and more particularly described Secondly in the Second Schedule hereunder written (hereinafter referred to as 'the said Second Property') iii) the property being all those pieces or parcels of land bearing old S. No.113/1, New Survey No.66/1: admeasuring 11000 sq. mtrs., old S. No.113/18, New Survey No.66/18 admeasuring 600 sq. mtrs., Old S. No.113/19, New S.No.66/19 admeasuring 600 sq. mtrs., Old S. No.113/21, New S. No.66/21 admeasuring 4200 sq. mtrs., Old S. No.113/22, New S. No.66/22 admeasuring 200 sq. mtrs., Old S. No.113/23, New S. No.66/23 admeasuring 1200 sq. mtrs., lying and being at village Owale, Taluka and District Thane in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation and more particularly described in the Third schedule hereunder written (hereinafter referred to as 'the said Third property') iv) the property being all those pieces or parcels of land bearing Old S. No.113/4, New S. No.66/4 admeasuring about 1100 sq. mtrs., Old S. No.113/14, New S. No.66/14 admeasuring 5600 sq. mtrs., Old S. No.114/1, New S. No.65/1 admeasuring 620 sq. mtrs., Old S. No.114/2, New S. No.65/2 admeasuring 6360 sq. mtrs. lying and being at village Owale, Taluka and District Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation and more particularly described in the Fourth schedule hereunder written (hereinafter referred to as 'the said Fourth property') v) the property being all that piece or parcel of land bearing old S. No.113/6, New S. No.66/6 admeasuring 1730 sq. mtrs., lying, situate and being at village Owale, Taluka and District Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation and more particularly described in the Fifth schedule hereunder written (hereinafter referred to as 'the said Fifth property'); vi) the property being all that piece or parcel of land bearing Old S. No.113/8 New S. No.66/8 admeasuring about 2000 sq. mtrs. lying, situate and being at village Owale, Taluka and District Thane in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation and more particularly described in the Sixth schedule hereunder written (hereinafter referred to as 'the said Sixth property'); vii) the property being all that piece or parcel of land bearing Old S. No.113/9, New S. No.66/9 admeasuring 1300 sq. mtrs., situate, lying and being at village Owale, Taluka and District Thane, in the Registration District & Sub-District Thane and within the local limits of



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Thane Municipal Corporation and more particularly described in the Seventh schedule hereunder written (hereinafter referred to as 'the said Seventh property'); viii) the property being all those pieces or parcels of land bearing Old S. No.113/10, New S. No.66/10, admeasuring 720 sq. mtrs. and Old S. No.113/13, New S. No.66/13, admeasuring 1050 sq. mtrs., both situated, lying and being at village Owale, Taluka and District Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation and more particularly described Firstly and Secondly respectively in the Eighth schedule hereunder written (hereinafter referred to as 'the said Eighth property'); ix) the property being all that piece or parcel of land bearing Old S. No.113/12, New S. No.66/12, admeasuring 800 sq. mtrs., situate, lying and being at village Owale, Taluka and District Thane in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation and more particularly described in the Nineth schedule hereunder written (hereinafter referred to as 'the said Nineth property'); x) the property being all that piece or parcel of land bearing Old S. No.113/15, New S. No.66/15, admeasuring 2400 sq. mtrs., situate, lying and being at village Owale, Taluka and District Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation and more particularly described in the Tenth schedule hereunder written (hereinafter referred to as 'the said Tenth property'); xi) the property being all that piece or parcel of land bearing Old S. No.113/16, new S. No.66/16 admeasuring 3600 sq.mtrs., situate, lying and being at Village Owale, Tal. & Dist. Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation and more particularly described in the Eleventh schedule hereunder written (hereinafter referred to as 'the said Eleventh property'); xii) the property being all those pieces or parcels of land bearing Old S. No.113/17, New S. No.66/17 admeasuring 1000 sq.mtrs and Old S. No.120/1 New S. No.45/1 admeasuring 4200 sq. mtrs., situate, lying and being at village Owale Taluka and District Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation and more particularly described in the Twelfth schedule hereunder written (hereinafter referred to as 'the said Twelfth Property');

b. Shri DEEPAK VALLBHAI DEDHIA (hereinafter referred to as "the said Second Owner") to:

i) the property being all that piece or parcel of land bearing S. No.21, Hissa No.1, admeasuring 5670 sq. mtrs., situate, lying and being at village Vadavali, Taluka and District Thane in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation and more particularly described in the Thirteenth schedule hereunder written (hereinafter referred to as 'the said Thirteenth Property) and

ii) the property being all that piece or parcel of land bearing Old S. No.113/7, New S. No.66/7, admeasuring 4300 sq. mtrs., situate, lying and being at village Owale, Taluka and District Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation and more particularly described in the Fourteenth schedule hereunder written (hereinafter referred to as 'the said Fourteenth property')

c. SHRI JANARDAN ATMARAM PATIL (hereinafter referred to as 'the said Third Owner') to the property being all those pieces or parcels of land bearing S. No.21, Hissa No.3, admeasuring 910 sq. mtrs.; S. No.21/4, admeasuring 910 sq. mtrs.; S. No.21/5, admeasuring 1010 sq. mtrs., S. No.21/7, admeasuring 1210 sq. mtrs. and S. No.21/8(a), admeasuring 4010 sq. mtrs., situate, lying and being at village Vadavali Taluka and District Thane, in the Registration District & Sub-District Thane and within the local limits



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of Thane Municipal Corporation and more particularly described in the Fifteenth schedule hereunder written (hereinafter referred to as 'the said Fifteenth property')

d. SHRI ABDUL MUTALLIB IBRAHIM VAREKAR (hereinafter referred to as 'the said Fourth Owner') to the property being all that piece or parcel of land bearing S. No.21/8b admeasuring 4040 sq. mtrs. lying and being at village Vadavali, Taluka and District Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation and more particularly described in the Sixteenth schedule hereunder written (hereinafter referred to as 'the said Sixteenth property')

e. SMT. REKHA VINAYAK MHATRE & OTHERS (hereinafter referred to as 'the said Fifth Owners') to the property being all that piece or parcel of land bearing Old S.No 113/2 New S.No 66/2 admeasuring about 2600 sq.mtrs lying and being at village Owale, Taluka and District Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation and more particularly described in the Seventeenth schedule hereunder written (hereinafter referred to as 'the said Seventeenth property')

II. In the course of investigation of title, I have caused searches to be taken at the Office of Sub Registrar of Assurances at Thane. I have also perused the documents of title, Declaration executed by you and other related papers furnished to me relating to the said property.

III. On perusal of the above it appears that :

- A
- i) Shri Bhau Divdya Raut during his life time acquired the said First property more particularly described in the First Schedule hereunder written (hereinafter referred to as 'the said First Property') under the provisions of the Bombay Agricultural Land & Tenancy Act (hereinafter referred to as 'the Tenancy Act').
  - ii) The said Bhau Divdya Raut died intestate leaving behind him two sons namely 1) Ramchandra alias Balaram, 2) Laxman & two daughters namely 3) Ramabai Jaywant Patil 4) Anandibai Bhaskar Madhavi (hereinafter collectively referred to as 'the said heirs of the said Bhau') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.
  - iii) The Ramchandra alias Balaram Bhau Raut died intestate on 29/03/2001 leaving behind his widow, Smt. Neerabai Ramchandra Raut, three sons namely 1) Ananta Ramchandra Raut, 2) Ganesh Ramchandra Raut, 3) Subhash Ramchandra Raut & 3 daughters namely 1) Lata Suresh Kate, 2) Ranjana Pralhad Shelke & 3) Sushila Ramchandra Raut as his only legal heirs in accordance with the Hindu Succession Act by which he was governed at the time of his death (hereinafter referred to as 'the said heirs of the Ramchandra').
  - iv) By and under Development Agreement dated 07/02/1989 (hereinafter referred to as 'the said Development Agreement dated 07/02/1989') executed between M/s. Poorvi Enterprises (hereinafter referred to as 'the said Poorvi') therein referred to as the Developers of the one part and 1) Laxman Bhau Raut, 2) Kum. Santoshi Laxman Raut, being minor, through her legal guardian, Shri Laxman Bhau Raut, 3) Shaila Laxman Raut alias Shaila Chandrakant Patil, 4) Seema Laxman Raut alias Seema Bharat Thakur and 5) Jyoti Laxman Raut alias Jyoti Mahendra Sawant (hereinafter referred to as 'the said Laxman & others') therein referred to as the Owners of the other part, the owners therein granted the development rights to the Developers therein



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for and in respect of the said First property at and for the consideration & upon the terms and conditions therein contained. The said Development Agreement dated 07/02/1989 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.1113/1989.

- v) pursuant to the said Development Agreement dated 07/02/1989, the Owners therein executed power of Attorney of even date (hereinafter referred to as 'the said POA dated 07/02/1989') in favour of the person nominated by the said Poorvi to do all acts, deeds, matters and things for and in respect of the development of the said First Property. The said POA dated 07/02/1989 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.43/1989.
- vi) By a Supplementary Agreement dated 28/07/1995 (hereinafter referred to as 'the said First Supplementary Agreement') executed between the said Poorvi therein referred to as the Developers of the one part and the said Laxman and others therein referred to as the Owners of the other part, the parties thereto mutually modified and amended the terms and conditions of the said Development Agreement dated 07/02/1989. The said First Supplementary Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.6922/1995.
- vii) The heirs of the said Bhau, the heirs of the said Ramchandra, said Laxman & Others shall henceforth be collectively referred to as 'the said First Original Owners'.
- viii) By and under Development Agreement dated 13/12/2005 (hereinafter referred to as 'the said Development Agreement dated 13/12/2005') executed between the said Poorvi therein referred to as the Developers of the one part and the said First Original Owners therein referred to as the Owners of the other part, the owners therein granted the development rights for and in respect of the said First property to the Developers therein at and for the consideration & upon the terms and conditions therein contained. The said Development Agreement dated 13/12/2005 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.8235/2005.
- ix) Pursuant to the said Development Agreement dated 13/12/2005 the said First Original Owners executed Power of Attorney of even date (hereinafter referred to as 'the said POA dated 13/12/2005') in favour of the person nominated by the said Poorvi to do all acts, deeds, matters and things for and in respect of the development of the said First Property. The said POA dated 13/12/2005 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.877/2005.
- x) By and under Development Agreement dated 03/05/2006 (hereinafter referred to as 'the said Development Agreement dated 03/05/2006') executed by and between the said Poorvi therein referred to as the Assignors of the one part and my clients therein referred to as the Assignees of the other part, the Assignors therein agreed to assign to the Assignees therein and the Assignees therein agreed to acquire from the Assignors therein the development rights for and in respect of the said First property alongwith other properties at or for the consideration and for and upon the terms and conditions contained therein. The said Development Agreement dated 03/05/2006 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3536/2006 on 05/05/2006.
- xi) Pursuant the said Development Agreement dated 03/05/2006 the said Poorvi also executed Substituted Power of Attorney dated 05/05/2006 (hereinafter referred to as 'the said Substituted POA dated 05/05/2006') in favour of the persons nominated by my clients in order to enable them to carry out all acts, deeds, matters and things for





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and in respect of the development of the properties described therein. The said Substituted POA dated 03/05/2006 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.446 on 05/05/2006.

- xii) By order bearing No.ULC/TA/T.N.7/VADAWALI/SR-170 dated 11/10/2007, the Addl. Collector & Competent Authority, Thane Urban Agglomeration under Section 8(4) of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as the 'Ceiling Act'), declared that the said First Original Owners holds surplus land to the extent of 198 sq. mtrs., out of their total holdings which does not include the said First property.
- xiii) By order bearing No.TD/T6/K.V.V.P/S.R. 424/2007 dated 05/03/2008 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Sec.43 (1) of the Tenancy Act, the said First Original Owners were granted development permission in respect of the said First property upon the terms and conditions therein mentioned.
- xiv) By order bearing No. TD/T6/K.V.V.P/S.R. 28/2010 dated 05/05/2010 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Sec.43 (1) of the Tenancy Act, the said First Original Owners were granted sale permission in respect of the said First property upon the terms and conditions therein mentioned.
- xv) By and under Deed of Conveyance dated 10/05/2010 (hereinafter referred to as 'the said Deed of Conveyance dated 10/05/2010') executed between the said First Original Owners (save and except the children of the said Laxman) therein referred to as the Vendors of the first part, the children of the said Laxman therein referred to as the First Confirming Party of the second part, the said Poorvi therein referred to as the Second Confirming Party of the third part and the said First Owners therein referred to as the Purchasers of the Fourth part, and the Vendors therein, with the consent and knowledge of the First Confirming Party and the Second Confirming Party therein sold, assured, conveyed and transferred all their undivided right, title, interest and claim whatsoever in the said First property in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 10/05/2010 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5991/2010.
- B) i) One Shri Mahadu Govind Patil (hereinafter referred to as the said Mahadu) during his life time acquired the property bearing old S. No. 107/8, New Survey No.72/8 admeasuring 130 sq. mtrs. and old S.No.112/1, New Survey No.71/1 admeasuring 8150 sq. mtrs. lying and being at village Owale Taluka and District Thane under the provisions of the Tenancy Act and more particularly described Firstly in the Second Schedule hereunder written (hereinafter collectively referred to as 'the said Larger property')
- ii) The said Mahadu died intestate leaving behind him his wife, Smt. Kalibai (hereinafter referred to as 'the said Kalibai') & his son Gopal (hereinafter referred to as 'the said Gopal') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death
- iii) The said Gopal also died intestate in the year 1970 leaving behind him his mother, said Kalibai, his wife, 1) Smt. Padibai (hereinafter referred to as 'the said Padibai') and four sons 2) Shri Vitthal (hereinafter referred to as 'the said Vitthal'), 3) Shri Krishna (hereinafter referred to as 'the said Krishna'), 4) Shri Ananta (hereinafter referred to as 'the said Ananta') & 5) Shri Parshuram (hereinafter referred to as 'the said Parshuram') and one daughter, 6) Sau. Chandrabhaga Ramchandra Shinge (hereinafter referred to as 'the said Chandrabhaga' and Nos.1 to 6 shall be collectively referred to as 'the said



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- heirs of said Gopal') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.
- iv) The said Kalibai died intestate in the year 1974-75 leaving behind her the said heirs of the said Gopal as her only legal heirs in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death.
- v) The said Vitthal died intestate on 15/12/1983 leaving behind him his two sons, 1) Baban, 2) Indrapal and one daughter, 3) Smt. Vatsala Sakharam Thakur (hereinafter except No.2, collectively be referred to as 'the said heirs of the said Vitthal') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.
- vi) The said Indrapal died intestate leaving behind him his two daughters 1) Madhuri and 2) Mohini and one son, Vishwas ( hereinafter collectively referred to as 'the said heirs of the said Indrapal') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.
- vii) The said Krishna died intestate in the year 1985, leaving behind his widow, Smt. Chandrarekha, two sons, 2) Shri Vinod, 3) Shri Arun, and One daughter, 4) Manisha (hereinafter collectively referred to as 'the said heirs of the said Krishna') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.
- viii) The said Ananta died intestate on 30/06/2003 leaving behind him his 1) wife, Mangala two sons 2) Sunil, 3) Manesh and one daughter, 4) Lalita Ravindra Sashte (hereinafter collectively referred to as 'the said heirs of the said Ananta') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.
- ix) The said Parshuram, the said Chandrabhaga, the said heirs of the said Vitthal, the said heirs of the said Indrapal, the said heirs of the said Krishna and the said heirs of the said Ananta shall henceforth be collectively referred to as 'the said Second Original Owners').
- x) By and under agreement dated 30/12/2006 (hereinafter referred to as 'the said Agreement dated 30/12/2006') executed between my clients therein referred to as the Developers of the one part and the said heirs of the said Parshuram, the said Chandrabhaga & the said heirs of the said Ananta and Smt. Gauri Parshuram Patil & 11 others therein referred to as the Owners of the other part, the Owners therein granted development rights for and in respect of their undivided share in the said Larger property to the Developers therein at or for consideration and upon the terms and conditions therein contained. The said Agreement dated 30/12/2006 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.02551/2007 on 09/04/2007.
- xi) Pursuant to the said Agreement dated 30/12/2006, the Owners therein executed Power of Attorney dated 09/04/2007 (hereinafter referred to as 'the said POA dated 09/04/2007') in favour of the persons nominated by my clients in order to enable them to do all acts, deeds, matters and things for and in respect of the said Larger Property. The said POA dated 09/04/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.344/2007.
- xii) By and under Agreement dated 24/09/2007 (hereinafter referred to as 'the said Agreement dated 24/09/2007') executed between my clients therein referred to as the



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Developers of the one part and the said heirs of the said Indrapal, the said heirs of the said Vitthal and the said heirs of the said Krishan and Smt. Sushma Mahesh Patil & 9 others therein referred to as the Owners of the other part, the Owners therein granted development rights for and in respect of their undivided share in the said Larger property to the Developers therein at or for consideration and upon the terms and conditions therein contained. The said Agreement dated 24/09/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.6989/2007.

- xiii) Pursuant to the said Agreement dated 24/09/2007 the said heirs of the said Indrapal, the Owners therein also executed Power of Attorney dated 24/09/2007 (hereinafter referred to as 'the said POA dated 24/09/2007') in favour of the persons nominated by my clients in order to enable them to do all acts, deeds, matters and things for and in respect of the said Larger Property. The said POA dated 24/09/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.891/2007.
- xiv) By Order bearing No.TD/Te.6/K.V/Thane/V.P/S.R.450/2009 dated 19/04/2010 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Sec.43(1) of the Tenancy Act, the said Second Original Owners have been permitted to sell the said Larger Property in favour of Builders' partners, viz. the said First Owners.
- xv) By and under Deed of Conveyance dated 27/04/2010 (hereinafter referred to as 'the said Deed of Conveyance dated 27/04/2010') executed between the said Second Original Owners therein referred to as the Vendors of the first part, Smt. Gauri Parshuram Patil and 20 others therein referred to as the Confirming Party of the second part and the said First Owners therein referred to as the Purchasers of the Third part, the Vendors, with the consent and knowledge of the Confirming Party therein, sold, conveyed and transferred all their respective undivided rights, title, interest and claim whatsoever in respect of the said Larger Property in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 27/04/2010 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5429/2010.
- xvi) By a Deed of Conveyance dated 20/05/2011 (hereinafter referred to as 'the said Deed of Conveyance dated 20/05/2011'), made and executed between the said First Owners therein referred to as the Vendors of the One Part and Naresh S. Khetwani, the partner of M/s. Darshan Enterprises (hereinafter referred to as 'the said Darshan') therein referred to as the Purchaser of the Other Part, the Vendors therein sold, transferred, assured and conveyed all their undivided right, title, interest and claim in respect of portion of land admeasuring 4008 sq. mtrs. forming part of the land bearing S. No.112/1 out of the said Larger Property at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 20/05/2011 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.5626/2011.
- xvii) By virtue of the above, the said First Owners are absolutely seized and possessed of and/or otherwise entitled to balance portion of the said Larger Property i.e. 4272 sq. mtrs. out of the said Larger Property and more particularly described Secondly in the Second Schedule hereunder written (hereinafter referred to as 'the said Second Property').
- C) i) One Shri Baban Hendar Patil (hereinafter referred to as the said Baban), during his life time acquired the said Third Property which is more particularly described in the Third schedule hereunder written, under the provisions of the Tenancy Act.



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- ii) The said Baban died intestate leaving behind him his widow, Rohini and two sons, Shri Rahul & Shri Atul and one daughter, Sau Supriya Nandraj Patil (hereinafter collectively referred to as 'the said heirs of the said Baban') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.
- iii) By and under Development Agreement dated 21/09/2007 (hereinafter referred to 'the said Agreement dated 21/09/2007') executed between M/s. Yash Enterprises (hereinafter referred to as 'the said Yash') therein referred to as the Developers of the One Part and the said heirs of the said Baban therein referred to as the Owners of the Other Part, the Owners therein agreed to grant development rights for and in respect of the said Third property alongwith other properties to the Developers therein at or for the consideration and upon the terms and conditions therein contained. The said Agreement dated 21/09/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.7034/2007.
- iv) Pursuant to the said Agreement dated 21/09/2007, the Owners therein executed an even dated General Power of Attorney (hereinafter referred to as 'the said POA dated 21/09/2007') in favour of the persons nominated by the said Yash in order to enable them to do all acts, deeds, matters and things for and in respect of the said Third Property as contained therein. The said POA dated 21/09/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.1012/2007.
- v) By an order bearing No.TD/T.6/K.V/VP/SR-281/2007 dated 26/11/2007, the Sub Divisional Officer, Thane, in accordance with the provisions of Sec.43(1) of the Tenancy Act, granted permission to the said heirs of the said Baban to develop the said Third Property upon the terms and conditions therein mentioned.
- vi) By an order bearing No.TD/T.6/K.V/VP/SR-281/2007 dated 15/02/2010, the Sub Divisional Officer, Thane, in accordance with the provisions of Sec.43(1) of the Tenancy Act, granted sale permission to the said heirs of the said Baban in respect of the said Third Property upon the terms and conditions therein mentioned.
- vii) By and under Deed of Conveyance dated 19/03/2010 (hereinafter referred to as 'the said Deed of Conveyance dated 19/03/2010') executed between the said First Owners therein referred to as the Purchasers of the First Part, the said heirs of the said Baban therein referred to as the Owners of the Second Part and the said Yash therein referred to as the Confirming party of the Third Part, the Owners therein, with the consent and knowledge of the Confirming Party therein sold, conveyed and transferred their undivided right, title, interest and claim whatsoever in the said Third property in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 19/03/2010 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3572/2010.
- D) i) One Shri Gangaram Mukadam alias Patil (hereinafter referred to as 'the said Gangaram') during his life time acquired the said Fourth property which is more particularly described in the Fourth schedule hereunder written under the provisions of the Tenancy Act.
- ii) The said Gangaram and his wife Smt. Shantabai died intestate leaving behind them their three sons 1) Dwarkanath, 2) Janardan, 3) Gajanan & three daughters, 4) Smt. Tarabai, 5) Smt. Vimaland 6) Smt. Jamunabai (hereinafter referred to as 'the said Jamunabai') (hereinafter collectively referred to as 'the said heirs of the said



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- Gangaram') as their legal heirs in accordance with the provisions of the Hindu Succession Act by which they were governed at the time of their death.
- iii) The said Gajanan died intestate on 13/04/2002 leaving behind him his first wife, 1) Kishori, Second wife, 2) Smt. Anusuya and two sons viz. 3) Jagdish and 4) Shakha and a daughter namely 5) Tanuja (hereinafter collectively referred to as 'the said heirs of the said Gajanan') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.
  - iv) By Order bearing No. ULC/TA/Te-5/Owale/SR/99+ 118 dated 06/10/1998, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, under Section 8(4) of the Ceiling Act, declared that the said Fourth property is not the surplus Land in the hands of the said heirs of the said Gangaram and they were allowed to retain the same.
  - v) By and under Development Agreement dated 25/01/2005 (hereinafter referred to as 'the said Development Agreement dated 25/01/2005') executed between the said Poorvi therein referred to as the Developers of the one part and the said heirs of the said Gangaram except heirs No.2 and 6 thereof and the said heirs of the said Gajanan (except the heirs No.1 thereof) & Others therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein the development rights for and in respect of the said Fourth property at or for the consideration & upon the terms & conditions therein contained. The said Development Agreement dated 25/01/2005 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.690/2005 on 27/01/2005.
  - vi) Pursuant to the said Development Agreement dated 25/01/2005, the Owners therein also executed Power of Attorney of even date (hereinafter referred to as 'the said POA dated 25/01/2005') in favour of the persons nominated by the said Poorvi in order to enable them to do all acts, deeds, matters and things in respect of the said Fourth property as contained therein. The said POA dated 25/01/2005 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.82/2005.
  - vii) By and under Deed of Confirmation dated 09/03/2005 (hereinafter referred to as 'the said Deed of Confirmation dated 09/03/2005') executed between the said Poorvi therein referred to as the Developer of the one part and the said heir No.2 of the said heirs of the said Gangaram and others therein referred to as the Owners of the other part, the Owners therein, consented to and confirmed the said Development Agreement dated 25/01/2005 upon the terms and conditions therein contained. The said Deed of Confirmation dated 09/03/2005 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.1994/2005 on 09/03/2005.
  - viii) Pursuant to the said Deed of Confirmation dated 09/03/2005, the Owners therein also executed Power of Attorney of even date (hereinafter referred to as 'the said POA dated 09/03/2005') in favour of the persons nominated by the said Poorvi in order to enable them to do all acts, deeds, matters and things in respect of the said Fourth property as contained therein. The said POA dated 09/03/2005 is registered with the office of the Sub-Registrar of Assurance at Thane under Sr. 244/2005.
  - ix) The said heirs of said Gangaram (except No.3 and 6 thereof) and the heirs of the said Gajanan (except No.1 thereof) shall henceforth be collectively referred to as 'the said Third Original Owners'.
  - x) By order bearing No.TD/6/K.V/V.P/S.R/125/2005 dated 02/07/2005, the Sub-Divisional Officer, Thane Division, granted development permission in respect of the said Fourth