

**Vishwas M. Kulkarni**  
B.Com. LL.B.  
Advocate High Court

Tel. No. 2540 88 29

Office : A/501, Raunak Towers, B. P. D. Lane, off Gokhale Road, Naupada, Thane (W) Pin-400 602.

To,  
MahaRERA,  
Maharashtra Real Estate Regulatory Authority,  
HousefinBhavan, 6th & 7th floor,  
E Block, BandraKurla Complex,  
Bandra (East), Mumbai - 400051.

**LEGAL TITLE REPORT**

Dear Sir,

Sub.: Title clearance certificate with respect to land bearing Survey Nos. 51/1, 53/4, 50/3/2, 51/7, 50/3/3, 53/1, 64/5, 65/2, 65/7/1, 66/2, 64/1/1, 64/4, 64/6, 65/1, 65/4, 65/9, 64/ ½ 1, 64/7, 65/5, 66/1, 51/5, 51/6 and 65/3 situated at village Wadeghar, next to Don Bosco School, Adharwadi, Taluka Kalyan, District Thane (hereinafter referred to as the "said Property").

A. I have investigated the title of the said Property, more particularly referred to hereinabove, on the request of M/S. RAUNAK CORPORATION, a partnership firm registered under the provisions of Indian Partnership Act, 1932 and pursuing the following documents in the manner stated hereinafter i.e.:

1) Description of the Property :

ALL THOSE pieces or parcels of land being immovable property situate, lying and being village Wadeghar Taluka Kalyan, District Thane, Registration District Thane and Sub District Kalyan and within the limits of Kalyan Dombivli Municipal Corporation & bearing following description :

Sr. No.	SurveyNo.	Hissa No.	Area (H-R-P)	Sq. Mtrs.
1	51	1	1-05-0	10500
2	53	4	0-23-3	2330
3	50	3/2	0-99-9	9990
4	51	7	1-57-0	15700
5	50	3/3	0-28-0	2800
6	53	1	1-37-1	13710
7	64	5	1-18-4	11840
8	65	2	0-02-0	200
9	65	Old 7 New 7/1	0-60-8	6080
10	66	Old Part 2	0-91-0	9100
11	64	1/1	0-86-0	8600
12	64	4	0-69-8	6980
13	64	6	0-15-2	1520
14	65	1	0-01-0	100
15	65	4	0-04-0	400
16	65	9	0-53-9	5390
	(as per 7/12 extract)		0-53-6	5360

17	64	Old ½	New ½/1	0-91-4	9140
18	64	7		0-12-1	1210
19	65	5		0-09-1	910
20	66	Old Part	New 1	0-43-0	4300
21	51	5(Part)		0-35-0	3500
22	51	6		0-95-0	9500
23	65	3		0-03-0	300

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 28/01/2011 and 24/07/2017 issued by me which is annexed/enclosed hereto and marked as "Enclosure 1".

3) 7/12 extracts issued by Talathi Saja Kalyan, Taluka Kalyan, District Thane dated 03/02/2022 pertaining to the said property and the Mutation entries are perused by me and details whereof are reflected in the "Enclosure 1" and its Annexures.

4) i) Search report for 30 years issued by Mr. Sachin More (Search Clerk) as mentioned in Title Certificate dated 28/01/2011 and ii) Search Report for the period of 7 years from the period commencing from the year 2011 to 2017 issued by Mr. Sachin More (Search Clerk) as mentioned in Supplementary Title Certificate dated 24/07/2017 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 28/01/2011 and 24/07/2017 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. RAUNAK CORPORATION to the said property is clear, marketable and free of any encumbrances.

C. The Owners of the said property are M/S. RAUNAK CORPORATION, a partnership firm consisting of two partners namely (i) Mr. Vijay P. Mody and (2) Mr. Rajan N. Bandelkar. their 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: Annexure

Date: 03/03/2022

  
Viishwas M. Kulkarni  
Advocate

**Vishwas M. Kulkarni**

B.Com. LL.B.,  
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Office : A/501, Raunak Towers, B. P. D. Lane, off Gokhale Road, Naupada, Thane (W) Pin-400 602.

To,  
M/S. RAUNAK CORPORATION,

Dear Sirs,

I. At your request, I have investigated the title of

(A) Shri Narayan Gattu Ghode, Smt. Paravibai Balu Ghode alias Paravtibai Datta Wagh, Sau. Draupadabai Rama alias Ramdas Mhatre, Shri Namdeo Krishna Ghode, Shri Tukaram Krishna Ghode, Smt. Sonubai Motiram Ghode, Shri Chintaman Motiram Ghode, Smt. Vandana Motiram Ghode, Shri Bandu Krushna Ghode, Smt. Janubai alias Janabai Dinkar Bhandare, Smt. Taibai Sakaharam Ghode, Shri Gadlya Sakaharam Ghode, Smt. Shevanta Sham Madhavi, Miss Jayavantabai Sakharam Ghode, Smt. Saras Chintaman Patil (nee Miss Saras Sakharam Ghode), Miss Alka Sakaharam Ghode, Miss Malka Sakaharam Ghode, Smt. Champabai Ashok Dalvi alisa Bhoir, Smt. Manubai Motiram Chaudhari, Smt. Shimagubai Lahu Patil, Smt. Yamunabai Gangaram Chaudhari & others (hereinafter referred to as "the First Owners") to the property described at Sr. No.1 in the Schedule hereunder written;

(B) Kabra Properties and Securities Private Limited (hereinafter referred to as "the Second Owners") to the property described at Sr. Nos.3, 4, 5 & 6 in the Schedule hereunder written;

(C) Shri Vishwanath Chandrakant alias Chander Madhavi, Smt. Usha Chandrakant alias Chander Madhavi, Smt. Gopibai (wrongly written as Gopinath) Dinkar Bhoir, Miss Shilpa Dinkar Bhoir, Smt. Gulabbai Deshmukh Bhoir, Miss Manisha Deshmukh Bhoir, Shri Satish Deshmukh Bhoir, Miss Nayana Deshmukh Bhoir, Shri Chetan Deshmukh Bhoir, Smt. Alka Pandurang Bhoir, Smt. Sapana Santosh Patil (nee Sapana Pandurang Bhoir), Shri Sachin Pandurang Bhoir, Shri Samir Pandurang Bhoir & others (hereinafter referred to as "the Third Owners") to the property described at Sr. Nos.2 & 11 in the Schedule hereunder written;

(D) Rijuta Properties Private Limited (hereinafter referred to as "the Fourth Owners") to the property described at Sr. Nos.7, 8, 9, 10, 16, 17, 18 & 19 in the Schedule hereunder written;



(E) Shri Bala Babu Patil and others (hereinafter referred to as "the Fifth Owners") to the property described at Sr. No.20 in the Schedule hereunder written;

(F) Smt. Manubai Kundalik Jadhav and others (hereinafter referred to as 'the said Mankubai & others and Shri Tulshiram Shankar Jadhav & others (hereinafter referred to as "the Sixth Owners") to the property described at Sr. Nos.21 & 22 respectively in the Schedule hereunder written;

(G) Yourselfs (hereinafter referred to as 'the Seventh Owners') to the property described at Sr. Nos.12, 13, 14 & 15 in the Schedule hereunder written;

II. I have caused searches to be taken at the office of the Sub Registrar of Assurances at Kalyan & Dombivli for the last 30 years. I have perused the documents of title and Revenue Record. I have also issued Public Notice in respect of the property described in the Schedule hereunder written in Sakal, Free Press Journal on 09/12/2010 & in Thanevaibhav on 10/12/2010 and invited objections and/or claims from the persons having and/or claiming any share, right, title and interest in the property described therein. In response to the said public notice, I have not received any legal claim or objection.

III. On perusal of the above, it appears that :

- 1) the First Owners are the owners of all that piece and parcel of land bearing Survey No.51 Hissa No.1 admeasuring 10500 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane, hereinafter referred to as "the said first plot" and more particularly described at Sr. No.1 in the Schedule hereunder written;
- 2) by and under Development Agreement dated 31/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3372/1996, Shri Narayan Gattu Ghode & 15 others with the consent and knowledge of Smt. Raghubai Krishna Ghode & 8 others granted the development rights for and in respect of the said first plot to the Second Owners and in pursuance thereof necessary Supplementary Agreement dated 03/04/2002 executed between the said Narayan Gattu Ghode & 29 others and Shri Namdeo Krishna Ghode & 45 others and the Second Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1782/2002. The Development Agreement dated 31/10/1996 r/w. Supplementary Agreement dated 03/04/2002 are hereinafter collectively referred to as "the said First Agreement. After execution of the said Supplementary Agreement Shri Sakharam Krishna Ghode died intestate on 09/01/2003 leaving behind him his widow Smt. Taibai, one son Gadlaya and six daughters Smt. Shevanta Sham Madhavi, Miss Jayavantabai, Smt. Saras Chintaman Patil (nee Miss Saras Sakharam Ghode), Miss Alka, Miss Malka & Smt. Champabai Ashok Dalvi alisa Bhoir as his only legal heirs. The

effects of death of Smt. Raghubai Krishna Ghode and Smt. Vithabai Sitaram Ghode are yet to be given in 7/12 Extract of the said first plot;

- 3) the Third Owners are the owners of all that piece and parcel of land bearing Survey No.53 Hissa No.4 admeasuring 2330 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane, hereinafter referred to as "the said second plot" and more particularly described at Sr. No.2 in the Schedule hereunder written;
- 4) by and under Development Agreement dated 04/12/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3717/1996, Shri Dinkar Kalu Bhoir and 5 others granted development rights in respect of the said Second plot to the Second Owners and in pursuance thereof necessary Supplementary Agreement dated 22/08/2002 executed between the Second Owners and the said Gopibai Dinkar Bhoir & 12 others which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.4263/2002. The Development Agreement dated 04/12/1996 r/w. Supplementary Agreement dated 22/08/2002 are hereinafter collectively referred to as "the said Second Agreement". Prior to the execution of the Supplementary Agreement, Smt. Janabai Kalu Bhoir died intestate on 02/07/1999 leaving behind her three sons Dinkar, Deshmukh and Pandurang and grandson Vishwanath Chandrakant alias Chander Madhavi & granddaughter Miss Usha Chandrakant Madhavi (heirs of pre-deceased daughter Smt. Annubai Chandrakant Madhavi) as her only legal heirs and after execution of the Supplementary Agreement the said Dinkar died intestate on 12/01/2003 leaving behind him his widow Smt. Gopibai and one daughter Miss Shiipa, the said Deshmukh died intestate on 06/11/2003 leaving behind him his widow Smt. Gulabbai, two sons Shri Satish & Chetan and two daughters Miss Manisha and Miss Nayana and the said Pandurang also died intestate on 11/07/2004 leaving behind him his widow Smt. Alka, two sons Shri Sachin & Samir and one daughter Miss Sapana as his only legal heirs;
- 5) Smt. Motibai Pandit Kapse and others (hereinafter referred to as "the said Motibai & others") were the owners of all those pieces and parcels of land bearing Survey No.50 Hissa No.3/2 admeasuring 9990 sq. mtrs. & bearing Survey No.51 Hissa No.7 admeasuring 15700 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.3 & 4 in the Schedule hereunder written, hereinafter collectively referred to as "the said third plot";
- 6) by and under Development Agreement dated 04/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.5389/1996, the said Motibai & others granted the development rights in respect of the said third plot to the Second Owners and in pursuance thereof necessary Supplementary Agreement dated 03/04/2002 executed between the said Motibai & others and the Second Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1750/2002. The Development Agreement dated

04/10/1996 r/w. Supplementary Agreement dated 03/04/2002 are hereinafter collectively referred to as "the said Third Agreement";

- 7) Shri Tulshiram Gangaram Bhoir and others (hereinafter referred to as "the said Tulshiram & others") were the owners of all that piece and parcel of land bearing Survey No.50 Hissa No.3/3 admeasuring 2800 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. No.5 in the Schedule hereunder written, hereinafter referred to as "the said fourth plot";
- 8) by and under Development Agreement dated 11/04/2002 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1864/2002 (hereinafter referred to as 'the Fourth Agreement') the said Tulshiram & others granted the development rights in respect of the said fourth plot to the Second Owners at or for the consideration and upon the terms and conditions therein contained.
- 9) Smt. Barkubai Gajanan Mhatre and others (hereinafter referred to as "the said Barkubai & others") were the owners of all that piece and parcel of land bearing Survey No.53 Hissa No.1 admeasuring 13710 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. No.6 in the Schedule hereunder written, hereinafter referred to as "the said fifth plot";
- 10) by and under Development Agreement dated 15/10/996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3175/1996, the said Barkubai & others granted the development rights in respect of the said fifth plot to the Second Owners and in pursuance thereof necessary Supplementary Agreement dated 06/05/2002 executed between the said Barkubai & others and the Second Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.2276/2002. The Development Agreement dated 15/10/996 r/w. Supplementary Agreement dated 06/05/2002 are hereinafter collectively referred to as "the said Fifth Agreement";
- 11) in pursuance to the First to Fifth Agreements, the respective owners of the said first to fifth plot have granted Powers of Attorneys (hereinafter collectively referred to as the said first POA's") in favor of the Second Owners authorizing them to do all the acts, deeds and matters for effectual development of the above said first to fifth plots.
- 12) the said first plot, second plot, third plot, fourth plot and fifth plot are hereinafter collectively referred to as "the said first property".
- 13) by and under Development Agreement dated 26/07/2002 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3813/2002 (hereinafter referred to as "the said Sixth Agreement"), the Second Owners granted and assigned the development rights in respect of the said first property to the Tia

Construction Company Private Limited, a Company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at Tanna House, 2<sup>nd</sup> floor, 111A, Nathalal Parekh Marg, Mumbai 400 039 (hereinafter referred to as "the said TIA") at or for the consideration and upon the terms and condition contained therein.

14) in pursuance to the said Sixth Agreement, the Second Owners granted a Power of Attorney dated 03/07/2003 (hereinafter referred to as "the said first SPOA") in favour of the persons nominated by the said TIA to do all acts, deeds, matters & things in respect of the said first property. The said first SPOA is also registered at the office Sub-Registrar of Assurances at Kalyan under Serial No.50/2003.

15) Shri Narayan Balu Bhoir and others (hereinafter referred to as "the said Narayan & others") were the owners of all those pieces and parcels of land bearing Survey No.64 Hissa No.5 admeasuring 11,840 sq. mtrs. & Survey No.65 Hissa No.2 admeasuring 200 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.7 & 8 in the Schedule hereunder written, hereinafter referred to as "the said sixth plot";

16) by and under Development Agreement dated 18/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1058/1997, the said Narayan & others granted development rights in respect of the said sixth plot to the Fourth Owners and in pursuance thereof necessary Supplementary Agreement dated 22/04/2002 was executed between the said Narayan & others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.2025/2002. The Development Agreement dated 18/10/1996 r/w. Supplementary Agreement dated 22/04/2002 are hereinafter collectively referred to as "the said Seventh Agreement";

17) Shri Sudam Dagdu Bhoir and others (hereinafter referred to as "the said Sudam & others") were the owners of all those pieces and parcels of land bearing Survey No.65 Hissa No.7/1 admeasuring 6080 sq. mtrs. & Survey No.66 Hissa No.(P) renumbered as 2 admeasuring 9100 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.9 & 10 in the Schedule hereunder written, hereinafter referred to as "the said seventh plot";

18) by and under Development Agreement dated 28/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1059/1997, the said Sudam & others granted the development rights in respect of the said seventh plot to the Fourth Owners and in pursuance thereof necessary Supplementary Agreement dated 10/05/2002 was executed between the said Sudam & others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.2393/2002. The Development Agreement dated 28/10/1996 r/w. Supplementary Agreement dated 10/05/2002 are hereinafter collectively referred to as "the said Eighth Agreement";

- 19) The Third Owners are the owners of all that piece and parcel of land bearing Survey No.64 Hissa.No.1/1 admeasuring 8600 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane, hereinafter referred to as "the said eighth plot" and more particularly described at Sr. Nos.11 in the Schedule hereunder written;
- 20) by and under Development Agreement dated 14/11/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3515/1996, Shri Dinkar Kalu Bhoir and 5 others granted the development rights in respect of the said Eighth plot to the Fourth Owners and in pursuance thereof necessary Supplementary Agreement dated 08/05/2002 was executed between the said Gopibai Dinkar Bhoir & 12 others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.2329/2002. The Development Agreement dated 14/11/1996 r/w. Supplementary Agreement dated 08/05/2002 are hereinafter collectively referred to as "the said Ninth Agreement";
- 21) Shri Dharma Kanha Niljekar and others (hereinafter referred to as "the said Dharma & others") were the owners of all those pieces and parcels of land bearing Survey No.64 Hissa No.4 admeasuring 6980 sq. mtrs., Survey No.64 Hissa No.6 admeasuring 1520 sq. mtrs., Survey No.65 Hissa No.1 admeasuring 100 sq. mtrs. & Survey No.65 Hissa No.4 admeasuring 400 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.12 to 15 in the Schedule hereunder written, hereinafter referred to as "the said ninth plot";
- 22) by and under Development Agreement dated 30/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3546/1996, the said Dharma & others granted development rights in respect of the said ninth plot to the Fourth Owners at or for the consideration and upon the terms and conditions therein mentioned. The Development Agreement dated 30/10/1996 is hereinafter referred to as "the said Tenth Agreement";
- 23) Shri Akash Vithal Dalvi and others (hereinafter referred to as "the said Akash & others") were the owners of all that piece and parcel of land bearing Survey No.65 Hissa No.9 admeasuring 5390 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. No.16 in the Schedule hereunder written, hereinafter referred to as "the said tenth plot";
- 24) by and under Development Agreement dated 31/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3361/1996, the said Akash & others granted the development rights in respect of the said tenth plot to the Fourth Owners and in pursuance thereof necessary Supplementary Agreement dated 05/07/2002 executed between the said Akash & others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan



under Serial No.3331/2002. The Development Agreement dated 31/10/1996 r/w. Supplementary Agreement dated 05/07/2002 are hereinafter collectively referred to as "the said Eleventh Agreement";

25) Shri Tukaram Nago Dagaikar and others (hereinafter referred to as "the said Tukaram & others") were the owners of all those pieces and parcels of land bearing Survey No.64 Hissa No.1/2/1 admeasuring 9140 sq. mtrs., Survey No.64 Hissa No.7 admeasuring 1210 sq. mtrs. & Survey No.65 Hissa No.5 admeasuring 910 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at St. Nos.17 to 19 in the Schedule hereunder written, hereinafter referred to as "the said eleventh plot";

26) by and under Development Agreement dated 04/11/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1060/1997, the said Tukaram & others granted the development rights in respect of said eleventh plot to the Fourth Owners and in pursuance thereof necessary Supplementary Agreement dated 25/07/2003 was executed between the said Tukaram & others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.4397/2003. The Development Agreement dated 04/11/1996 r/w. Supplementary Agreement dated 25/07/2003 are hereinafter collectively referred to as "the said Twelveth Agreement";

27) the Fifth Owners are the owners of all that piece and parcel of land bearing Survey No.66 Hissa No.P admeasuring 4300 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. No.20 in the Schedule hereunder written, hereinafter referred to as "the said twelfth plot";

28) by and under Development Agreement dated 29/08/2002 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.4461/2002, the Fifth Owners granted the development rights in respect of the said twelfth plot" to the Fourth Owners at or for the consideration and upon the terms and conditions therein mentioned. The Development Agreement dated 29/08/2002 is hereinafter referred to as "the said Thirteenth Agreement";

29) in pursuance to the Sixth to Thirteenth Agreements, the respective owners of the said sixth to twelfth plots have granted Powers of Attorneys (hereinafter collectively referred to as the said second POA's") in favor of the Fourth Owners authorizing them to do all the acts, deeds and matters for effectual development of the above said sixth to twelveth plot.

30) the said sixth, seventh, eighth, ninth, tenth, eleventh & twelfth plot are hereinafter collectively referred to as "the said second property".

31) the Fourth Owners, by and under Development Agreement dated 26/07/2002, registered at the office of Sub-Registrar of Assurances at Kalyan under Serial

No.3812/2002 (hereinafter referred to as "the said Fourteenth Agreement"), granted and assigned the development rights in respect of the said second property to the said TIA at or for the consideration and upon the terms and condition contained therein.

32) in pursuance to the said Fourteenth Agreement, the Fourth Owners granted the Power of Attorney dated 03/07/2003 (hereinafter referred to as "the said second SPOA") in favour of the persons nominated by the said TIA to do all acts, deeds, matters & things in respect of the said second property. The said second SPOA is also registered at the office Sub-Registrar of Assurances at Kalyan under Serial No.51/2003.

33) by a Development Agreement dated 12/04/2006 (hereinafter referred to as 'the Fifteenth Agreement') made between the said TIA therein referred to as the Vendors of the one part and M/s. M. Properties, partnership firm, having office at Mohan Heights, Opp. Golden Park, Murbad, Bhiwandi Road, Kalyan (hereinafter referred to as 'the said firm') therein referred to as the Developers of the other part, the Vendors therein had agreed to grant to the Developers therein and the Developers therein had agreed to accept from the Vendors therein development rights in respect of the property in respect of the part of Phase I more particularly described in the Thirteenth Schedule thereunder written with right to consume FSI not exceeding 2,60,000 sq.ft. on the portion of Phase I being part of the said First & Second property at and for consideration and upon the terms and conditions therein contained. The said Fifteenth Agreement is registered with the office of Sub-Registrar of Assurance at Kalyan under Sr.No.2235/2006;


34) pursuant to the said Fifteenth Agreement, the said TIA had granted Power of Attorney dated 01/08/2006 in favour of the said Firm (hereinafter referred to as 'the said Third POA'), to do all acts, deeds, matters & things in respect of the property described in the Schedule thereunder written. The said Third POA dated 01/08/2006 is also registered at the office Sub-Registrar of Assurances at Kalyan under Serial No.150/2006;

35) the said firm through their Architects submitted the building plans in respect of the property described in the Thirteenth Schedule of the Fifteenth Agreement along with other properties to the Kalyan Dombivli Municipal Corporation (hereinafter referred to as "the Corporation") for approval and the same have been sanctioned by the Corporation vide V.P. No.236-109 dated 13/07/2006;

36) the said firm also obtained Non-Agricultural Permission dated 16/12/2006 from the Collector, Thane in respect of the property described in the Annexure "A" annexed thereto subject to the terms and conditions therein contained;

37) the said firm also obtained (i) Commencement Certificate dated 30/03/2007 from the Corporation, (ii) Order bearing Consent No.BO/RO(P&P)/680 dated 26/10/2006 from the Maharashtra Pollution Control Board & (iii) Environmental

Clearance for construction from Government of India, Ministry of Environment and Forests (I.A.Division);

- 38) despite obtaining Commencement Certificate, the said firm could not commence the construction of work in accordance with the plans sanctioned by the Corporation and therefore, on account of various breaches committed by the said firm, the said TIA through their Advocate & Solicitors' letter dated 23/09/2008 inter-alia terminated the said Fifteenth Agreement as well as the license granted to the said firm and have also taken over the possession from the said firm;
- 39) subsequent to the said termination of the said Fifteenth Agreement, the said firm approached the said TIA and regretted their default and consequential loss and inconvenience caused to the said TIA. The firm also represented that abandonment and subsequent termination was not willful but on account of circumstance beyond the control as there were certain differences and dispute amongst some of the partners which were referred to Arbitration. They further informed the said differences and disputes between the partners of the said firm were settled and award came to be passed on 10/04/2008. In the said Award all the partners of the said firm accepted the termination of the said Fifteenth Agreement and it was further provided that the parties to follow up with the said TIA and try for reimbursement of expenses incurred by the said firm;
- 40) the Second Owners, meanwhile obtained the following Conveyances viz.
- (i) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.665/2010 from the said Motibai & others in respect of the said third plot at or for the consideration and upon the terms and conditions therein mentioned;
- (ii) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.664/2010 from the said Tulsiram & others in respect of the said fourth plot at or for the consideration and upon the terms and conditions therein mentioned;
- (iii) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.666/2010 on 18/01/2010 from the said Barkubai & others in respect of the said fifth plot at or for the consideration and upon the terms and conditions therein mentioned;
- (iv) the effect of the said two Conveyances both dated 29/12/2009 has been given and accordingly the name of the Second Owners has been mutated in the 7/12 extract in respect of the said third and fourth plots as Owners thereof and effect of Conveyance dated 29/12/2009 is yet to be given in 7/12 Extract of the said fifth plot;
- 41)  the Fourth Owners, meanwhile also obtained the following Conveyances viz.

- (i) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.663/2010 from the said Narayan & others in respect of the said sixth plot at or for the consideration and upon the terms and conditions therein mentioned;
- (ii) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.709/2010 from the said Sudam & others in respect of the said seventh plot at or for the consideration and upon the terms and conditions therein mentioned;
- (iii) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.710/2010 from the said Tukaram & others in respect of the said eleventh plot at or for the consideration and upon the terms and conditions therein mentioned;
- (iv) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.667/2010 from the said Akash & others in respect of the said tenth plot at or for the consideration and upon the terms and conditions therein mentioned;
- (v) the effect of the said three Conveyances all dated 29/12/2009 has been given and accordingly the name of the Fourth Owners has been mutated in the 7/12 extract in respect of seventh, eleventh and tenth plots as Owners thereof and effect of one Conveyance dated 29/12/2009 is yet to be given in 7/12 Extract of the said sixth plot;
- 42) by an Agreement of Cancellation dated 08/04/2010 executed by and between the said firm and the said TIA, the parties thereto cancelled the said Fifteenth Agreement upon the terms and conditions therein contained. The said Agreement of Cancellation dated 08/04/2010 is registered with the Sub-Registrar of Assurances at Kalyan under Sr.No.3525/2010;
- 43) the said TIA have through their architects submitted revised/amended plans of nine buildings to the Corporation for approval and the same have been sanctioned by the Corporation on 18/10/2010 and further out of the said nine buildings, the Commencement Certificate dated 18/10/2010 in respect of four buildings has been issued by the Corporation subject to the terms and conditions therein contained;
- 44) Smt. Manubai Kundalika Jadhav and others (hereinafter referred to as "the said Manubai & others") are the owners of the property bearing Survey No.51 Hissa No.5(P) admeasuring 3500 sq. mtrs. situate, lying and being at village Wadeghar Taluka Kalyan, District Thane and Shri Tulshiram Shankar Jadhav and others (hereinafter referred to as 'the Sixth Owners') are the owners of the property bearing Survey No.51 Hissa No.6 admeasuring 9500 sq. mtrs. situate, lying and

being at village Wadeghar Taluka Kalyan, District Thane and more particularly described at Sr. Nos.21 & 22 respectively in the Schedule hereunder written (hereinafter referred to as 'the said thirteenth plot' and 'the said fourteenth plot' respectively);

- 45) by a Development Agreement dated 26/11/1996 (hereinafter referred to as 'the said Sixteenth Agreement') executed by and between the Second Owners therein referred to as the Developers of the one part and the said Manubai & others and the Sixth Owners therein referred to as the Vendors of the other part, the Vendors therein granted to the Developers therein and the Developers therein acquired from the Vendors therein the development rights for and in respect of the plot more particularly described at Sr. No.22 in the Schedule hereunder written along with other properties at or for the consideration and upon the terms and conditions therein contained. The said Sixteenth Agreement is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No.3608/1996;
- 46) pursuant to the said Sixteenth Agreement, the said Manubai & others and the Sixth Owners executed Power of Attorney (hereinafter referred to as 'the said Fourth POA') in favour of the persons nominated by the Second Owners to enable them to do all acts, deeds, matters and things for and in respect of the development of the plot more particularly described at Sr. No.22 in the Schedule hereunder written along with other properties as contained therein. The said Fourth POA is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No.62/1996;
- 47) subsequent to the execution of the said Sixteenth Agreement, the parties thereto were mutually agreed to cancel the said Sixteenth Agreement by entering into Deed of Cancellation and further decided not to act upon the said Sixteenth Agreement;
- 48) before execution of the said Deed of Cancellation of the said Sixteenth Agreement in respect of the plot described at Sr. No.22 in the Schedule hereunder written along with other properties, the Second Owners by and under the said Sixth Agreement granted and assigned the development rights in respect of the property more particularly described in the Schedules thereunder written to the said TIA upon the terms and condition contained therein. In the said Sixth Agreement, the Second Owners in clause no.3 on page no.14 had agreed to assign the development rights in respect of the said Thirteenth plot and the said Fourteenth plot to the said TIA as and when acquired from the said Manubai and others and the Sixth Owners;
- 49) by a Deed of Cancellation dated 26/10/2006 (hereinafter referred to as 'the said Deed') made between the said Manubai & others and the Sixth Owners therein referred to as the party of the first part and the Second Owners therein referred to as the Party of the second part, the parties thereto cancelled the said Sixteenth Agreement in respect of the plot more particularly described at Sr. No.22 in the

Schedule hereunder written along with other properties with a condition that in lieu of the said Deed, the said Manubai & others and the Sixth Owners shall grant and assign the development rights of the said Thirteenth plot and the said Fourteenth plot in favor of the Second Owners by adjusting the amount of consideration received by them from the Second Owners and upon the terms and conditions therein contained. The said Deed is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No.6441/2006;

- 50) by a Development Agreement dated 26/10/2006 (hereinafter referred to as 'the said Seventeenth Agreement') executed by and between the Second Owners therein referred to as the Developers of the one part and the said Manubai & others and the Sixth Owners therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said thirteenth plot and the said fourteenth plot at or for the consideration and upon the terms and conditions therein contained. The said Seventeenth Agreement is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No.6442/2006;
- 51) pursuant to the said Seventeenth Agreement, the said Manubai & others and the Sixth Owners executed Power of Attorney (hereinafter referred to as 'the said Fifth POA') in favour of the persons nominated by the Second Owners to enable them to do all acts, deeds, matters and things for and in respect of the said thirteenth plot and the said fourteenth plot respectively. The said Fifth POA is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No.568/2006;
- 52) by a Deed of Confirmation dated 22/05/2007, registered with the Office of Sub-Registrar of Assurances at Kalyan under Serial No.4102/2007 on 13/06/2007 (hereinafter referred to as 'the said DOC'), made and executed by and between the Second Owners therein referred to as Developers of the one part and Shri Dhiraj Devanand Jadhav therein referred to as the Owner of the other part, the Owner therein confirmed and assured the said Seventeenth Agreement thereby confirming the development rights of the Second Owners in respect of the said thirteenth plot upon the terms and conditions therein contained.
- 53) in pursuance of the said DOC, the said Dhiraj Devanand Jadhav also executed an even dated Power of Attorney, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.4103/2007 on 13/06/2007, in favour of the Second Owners in order to enable them to carry out all acts, deeds, matters and things in respect of the said thirteenth plot as mentioned therein.
- 54) by an Agreement of Assignment of Development Rights dated 06/12/2010 (hereinafter referred to as "the said Eighteenth Agreement") executed by and between the said TIA therein referred to as the Assignors of the First Part, the Second Owners therein referred to as the Confirming Party of the Second Part and yourselves therein referred to as the Assignees of the Third Part, the Assignors