



TITLE REPORT

TO WHOMSOEVER IT MAY CONCERN

Name of : M/s Sai Uma Corporation
Developers/ Through its Partners 1) Mr. Mahir Jagdish
Owners Khetwani and 2) Mr. Navin Govind Patel
Office: Rosa Royale, Opposite Crown Tower,
Hiranandani Estate, Ghodbunder Road,
Thane (w) 400615.

1. Description of the Property:

All that pieces and parcels of land bearing 1) Survey No. 128 admeasuring 4050 Square Meters (First Property), 2) Survey No. 129 Hissa No. 2A admeasuring 13,340 Square Meters (Second Property), 3) Survey No. 129 Hissa No. 1 admeasuring 600 Square Meters (Third Property), 4) Survey No. 129 Hissa No. 3 admeasuring 200 Square Meters (Fourth Property), 5) Survey No. 129 Hissa No. 4 admeasuring 1015 out of 3900 Square Meters (Fifth Property), 6) Survey No. 130 admeasuring 5720 Square Meters (Sixth Property), 7) Survey No. 132 admeasuring 900 Square Meters (Seventh Property) and 8) Amenity Plot admeasuring 1984.41 Square Meters from and out of Survey No 131(Part) and Survey No. 129, Hissa No. 2 (Part) (Eighth Property) lying, being and situate at Village - Kavesar, Taluka and District Thane within the Registration District and Sub-District Thane and also within the limits of Thane Municipal Corporation, Maharashtra State. All the above-mentioned Eight Properties are admeasuring in aggregate 27809.41 square meters and hereinafter collectively referred to as the "Said Entire Property".



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2. List of Documents perused:

- a. Current 7/12 extracts.
- b. All relevant Mutation entries.
- c. Search Report.
- d. Developers Title Deeds.
- e. Other antecedent documents.
- f. N.A. Order
- g. ULC Order.
- h. Commencement Certificate.
- i. Development Permission.
- j. Environment Clearance Certificate.
- k. Project Finance
- l. Details of Litigation
- m. Public Notice dated April 07, 2016 published in Marathi newspaper Namely Navshakti and in English newspaper Free Press Journal.

3. Observations in respect of revenue record:

3.1 Land bearing Survey No. 128 (First Property):

In respect of 7/12 extract:

It appears from perusal of recent 7/12 extract dated May 12, 2016 that, the First Property is owned by M/s Sai Uma Corporation. It appears from perusal of 7/12 extract for the period between year 1993 to 1996 that, the First Property originally owned by Mr. Dhanjisha R. Jhaveri and others.

In respect of 6 D Mutation Entries :

- 3.1.1 It appears from the mutation entry no. 148 dated 14/09/1930 that Mahalkari Thane and Sakharlal Jamnadas, Balkrishna Tulsidas, Parvatibai Gangadas executed "Dakhlapatra" in favour of Mr. Tribhuvandas Jamnadas Sheth.
- 3.1.2 It appears from the mutation entry no. 250 dated 25/08/1939 that Tribhuvandas Jamnadas Sheth demised on May 19, 1939 leaving behind him legal heir his son Mr. Jayantilal Tribhuvandas as his only legal heir.



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- 3.1.3** It appears from the mutation entry no. 389 dated 04/04/1951 thatone Mr. Dhanjisha R. Jhaveri and Bai Hilabai Burjorji Mehta purchased the First Property and several other properties from Mr. Jayantilal Tribhuvandas and Mr. Manekji Modi.
- 3.1.4** It appears from the mutation entry no. 458 dated 07/04/1956 that by order no. T.N.C 8113 name of Mr. Dhanjisha Jhaveri recorded as Occupant and Mr. Budhya Madhavi recorded as tenant in respect of First Property.
- 3.1.5** It appears from the mutation entry no. 805 dated 27/11/1962 that as per order of Commissioner, Mumbai Department bearing no. 1275/R.T.S/7378 dated August 02, mutation Entry no. 458 was cancelled and name of Budhya Madhavi was removed from Records of Rights of First Property.
- 3.1.6** It appears from the mutation entry no. 1314 and 1315 dated 15/06/1976that Mr. Dhanjisha R. Jhaveri and Mrs. Baihila Burjorji Mehta executed registered Power of Attorney for consideration in respect of First Property and Several other properties in favour of 1) Mr. Rupchand Hajarimal, 2) Mr. Tarachand Krishnaji, 3) Mr. Kesarimal Krishnaji, 4) Mr. Bhikchand Okaji, 5) Mr. Vardichand Udaychand and 6) Mr. Umedmal Hajarimal. Accordingly, the Power of Attorney Holders were also added as occupants in the Records of rights of the First Property and several other properties by Mutation Entry no. 1314 and 1315.
- 3.1.7** It appears from the mutation entry no. 1327 dated 11/10/1976 that, in pursuance of order of Revenue Commissioner, local enquiry was conducted to record the tenants who were personally cultivating various properties and accordingly Mr. Nathu Budhya and Mr. Bhaskar Budhya Madhavi were declared to be the tenants in respect of First Property.
- 3.1.8** It appears from the mutation entry no. 1401, 1402, 1403, 1405 and 1409 that the legal heirs of various Power of Attorney holders were recorded in pursuance of their testaments or as per the provisions of Hindu Succession Act by which they were governed at the time of their demise.

- 3.1.9** It appears from the mutation entry no. 1933 dated 25/09/2001 that Bhaskar Budhya Madhavi demised on April 14, 1996 leaving behind him his legal heirs wife Mrs. Anandibai Bhaskar Madhavi, two married daughters 1) Mrs. Vasatlabai Gurunath Patil and 2) Mrs. Bharati Jagdish Bhosale and two sons 1) Mr. Bajrang Bhaskar Madhavi and 2) Mr. Vasudev Bhaskar Madhavi. Accordingly, mutation entry was mutated and certified in pursuance of heirs Register and local enquiry.
- 3.1.10** It appears from the mutation entry no. 2870 dated 16/04/2012 that Tahsildar and Agricultural Land Tribunal passed an order under section 70B of Maharashtra (Bombay) Tenancy and Agricultural Land Act, 1948 (MTAL Act) on April 02, 2012 and thereby declared Mr. Nathu Budhya Madhavi and legal heirs of Mr. Bhaskar Budhya Madhavi as tenants of the First Property.
- 3.1.11** It appears from the mutation entry no. 3021 dated 22/05/2015 that Tahsildar and Agricultural Land Tribunal passed an order under section 32G of MTAL Act and determined purchase price to be paid by the tenants to the original owners in respect of First Property by order no. Section 32G/Kavesar/30/2012 dated April 20, 2013.
- 3.1.12** It appears from the mutation entry no. 3036 dated 29/06/2013 that Tahsildar and Agricultural Land Tribunal further issued Certificate of Purchase dated June 21, 2013 under section 32M of MTAL Act after payment of purchase price to be paid by the tenants to the original owners in respect of First Property. The Certificate of Purchase is duly registered with Sub-Registrar of Assurances of Thane at serial no. TNN-2/5214/2013.
- 3.1.13** It appears from the mutation entry no. 3053 dated 03/10/2013 that the Sub Divisional Officer, Thane have granted permission under section 43 of MTAL Act for development of First Property for non-agricultural purpose vide Order no. TD/6/K.V./V.P./S.R./11/2013 dated September 26, 2013 and accordingly restrictions imposed under section 43 of the Said Act were relaxed.
- 3.1.14** It appears from the mutation entry no. 3163 dated 13/08/2015 that Mr. Nathu Budhya Madhavi and others executed Deed of



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Conveyance in favour of M/s Sai Uma Corporation in the respect of First Property with certain terms and conditions as mentioned in the Said Mutation Entry, dated August 12, 2015 which is duly registered with Sub Registrar of Assurances, Thane at Serial No. 9429/2015.

3.1.15 It appears from the mutation entry no. 3164 dated 13/08/2015 that Mrs. Anandi Bhaskar Madhavi and others transferred and conveyed the First Property in favour of M/s Sai Uma Corporation by executing Deed of Conveyance in respect of First Property which is duly registered with the Sub-Registrar of Assurances Thane, at Serial No.TNN-2/9412/2015 on August 25, 2015.

3.2 In respect of land bearing Survey No. 129 Hissa No. 2A (Second Property)

In respect of 7/12 extract:

It appears from perusal of recent 7/12 extract dated May 12, 2016 that, the Second Property is owned by M/s Sai Uma Corporation. It appears from perusal of 7/12 extract for the period between year 1993 to 2006 that, the Second Property originally owned by Mr. Dhanjisha R. Jhaveri and Others.

In respect of 6 D Mutation Entries:

3.2.1 It appears from the mutation entry no. 148 dated 14/09/1930 that Mahalkari Thane and Sakharlal Jamnadas, Balkrishna Tulsidas, Parvatibai Gangadas executed "Dakhlapatra" in favour of Mr. Tribhuvandas Jamnadas Sheth.

3.2.2 It appears from the mutation entry no. 250 dated 25/08/1939 that Tribhuvandas Jamnadas Sheth demised on May 19, 1939 leaving behind him legal heir his son Mr. Jayantilal Tribhuvandas as his only legal heir.

3.2.3 It appears from the mutation entry no. 389 dated 04/04/1951 that one Mr. Dhanjisha R. Jhaveri and Bai Hilabai Burjorji Mehta purchased the Second Property and several other properties from Mr. Jayantilal Tribhuvandas and Mr. Manekji Modi.

- 3.2.4** It appears from the mutation entry no. 1221 dated 28/06/1972 that area and assessment of the Second property was converted into decimal system in accordance with provision of Bombay Weights and Measures Act, 1958.
- 3.2.5** It appears from the mutation entry no. 1314 and 1315 dated 15/06/1976 that Mr. Dhanjishah R. Jhaveri and Mrs. Baihila Burjorji Mehta executed registered Power of Attorney for consideration in respect of Second Property and Several other properties in favour of 1) Mr. Rupchand Hajarimal, 2) Mr. Tarachand Krishnaji, 3) Mr. Kesarimal Krishnaji, 4) Mr. Bhikchand Okaji, 5) Mr. Vardichand Udaychand and 6) Mr. Umedmal Hajarimal. Accordingly, the Power of Attorney Holders were also added as occupants in the Records of rights of the Second Property and several other properties by Mutation Entry no. 1314 and 1315.
- 3.2.6** It appears from the mutation entry no. 1327 dated 11/10/1976 that in pursuance of order of Revenue Commissioner, local enquiry was conducted to record the tenants personally cultivating various properties and accordingly Mr. Nathu Budhya Madhavi and Mr. Bhaskar Budhya Madhavi were declared to be the tenants in respect of Second Property.
- 3.2.7** It appears from the mutation entry no. 1400, 1401, 1402, 1403, 1405 and 1409 that the legal heirs of various Power of Attorney holders were recorded in pursuance of their testaments or as per the provisions of Hindu Succession Act by which they were governed at the time of their demise.
- 3.2.8** It appears from the mutation entry no. 1933 dated 25/09/2001 that Bhaskar Budhya Madhavi demised on April 14, 1996 leaving behind him his legal heirs wife Mrs. Anandibai Bhaskar Madhavi two married daughters 1) Mrs. Vasatlabai Gurunath Patil and 2) Mrs. Bharati Jagdish Bhosale and two sons 1) Mr. Bajrang Bhaskar Madhavi and 2) Mr. Vasudev Bhaskar Madhavi which was recorded in Records of Right.
- 3.2.9** It appears from the mutation entry no. 2051 dated 28/08/2003 that re-numbering of hissa no. was carried out to facilitate the computerization of records, in pursuance of Government Order no.

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CLR - 2001/ PRA KRA/4/BHAG/1/SALE dated November 13, 2002 and subsequent Order from Tahsildar Thane as per the letter no. Revenue Department - 2/Te - 7/ Administration/Computerization/ Kavi - 1069 dated August 08, 2003 in respect of Said Second Property and other properties in the village Kavesar.

- 3.2.10** It appears from the mutation entry no. 2181 dated 06/03/2006 the Second Property and several other Properties were recorded as Private Forest under the provision of Maharashtra Private Forest (Acquisition) Act, 1975 in pursuance of order of Range Forest Officer, Year vide letter dated 23/02/2006.
- 3.2.11** It appears from the mutation entry no. 3093 dated 25/07/2014 that Tahsildar and Agricultural Land Tribunal passed an order under section 32G of MTAL Act and determined purchase price to be paid by the tenants to the original owners in respect of Second Property by order no. Section 32G/Kavesar/Remand Case/04/2013 dated June 27, 2014.
- 3.2.12** It appears from the mutation entry no. 3094 dated 28/07/2014 that Tahsildar and Agricultural Land Tribunal further issued Certificate of Purchase dated July 19, 2014 under section 32M of MTAL Act after payment of purchase price to be paid by the tenants to the original owners in respect of Second Property. Accordingly charge of Original land owner was removed from the other rights column.
- 3.2.13** It appears from the mutation entry no. 3129 dated 31/01/2015 that the Second Property and several other Properties were recorded as Private Forest under the provision of Maharashtra Private Forest (Acquisition) Act, 1975 by recording the Mutation Entry no. 2181 in the Records of Rights of Second Property and several other Properties. However, in pursuance of order of Honourable Supreme Court in the matter of Godrej & Boyce Mfg. Co. Ltd. & Anr. v/s Government of Maharashtra in Civil Appeal No. 1102 of 2014, Sub-Divisional officer, Thane passed an order dated January 23, 2015 and thereby cancelled Mutation Entry no. 2181 for the entire land bearing Survey No. 129. Accordingly, Mutation entry no. 3129 was mutated in the Records of Rights.

- 3.2.14** It appears from the **mutation entry no. 3149 dated 10/04/2015** that Collector Thane had stayed several orders and permissions passed by Sub-Divisional Officer, Thane in pursuance of order of Honourable Supreme Court in the matter of Godrej & Boyce Mfg. Co. Ltd. &Anr. v/s Government of Maharashtra in Civil Appeal No. 1102 of 2014. Accordingly, Mutation Entry No. 3149 was mutated to record the stayed order of the Collector, Thane.
- 3.2.15** It appears from the **mutation entry no. 3159 dated 22/07/2015** that, the Collector, Thane passed necessary order to vacate the stay order mentioned in mutation entry no. 3149 and accordingly mutation entry no. 3159 was mutated and certified in the record of rights.
- 3.2.16** It appears from the **mutation entry no. 3163 dated 13/08/2015** that Mr. Nathu Budhya Madhavi and others executed Deed of Conveyance in favour of M/s Sai Uma Corporations in the respect of Second Property dated August 12, 2015 which is duly registered with Sub Registrar of Assurances, thane at Serial No. 9429/2015, after obtaining necessary permissions under the provisions of MTAL Act.
- 3.2.17** It appears from the **mutation entry no. 3164 dated 13/08/2015** that Mrs. Anandi Bhaskar Madhavi and others executed Deed of Conveyance in favour of M/s Sai Uma Corporation in the respect of Second Property which is duly registered with the Sub Registrar of Assurances Thane, at serial no. TNN-2/ 9412/2015.

3.3 In respect of land bearing Survey no. 129 Hiss No. 1 (Third Property):

In respect of 7/12 extract:

It appears from perusal of recent 7/12 extract dated May 12, 2016 that, the Third Property is owned by M/s Sai Uma It appears from perusal of 7/12 extract for the period between year 1992 to 2007, that, the Third Property was originally owned by Mr. Kanhaiyalal Bhagwandas Thanawala and others.



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In respect of 6 D Mutation Entries:

- 3.3.1** It appears from the mutation entry no. 190 dated 30/03/1934 that several properties were apportioned to Pranjivandas Thanawala and accordingly mutation entry was mutated and certified in pursuance of application of Nagindas Pranjivandas to record the partition between Mr. Nagindas Thanawala and Pranjivandas Thanawala.
- 3.3.2** It appears from the mutation entry no. 266 dated 29/06/1941 that Bhagwandas Pranjivandas demised on March 31, 1940 leaving behind his legal heirs three sons namely 1) Kanhaiyalal, 2) Chandrakant and 3) Pushpakant as his legal heirs.
- 3.3.3** It appears from the mutation entry no. 392 dated 04/07/1951 that the Third Property was declared as Tukda (Fragment) in accordance with the provisions of Prevention of Fragmentation and Consolidation of Holdings Act, 1947.
- 3.3.4** It appears from the mutation entry no. 458 dated 7/4/1956 that Mr. Mukund Panglya was recorded as Tenant in respect of Third Property but the said mutation entry was cancelled in pursuance of order of Commissioner, Mumbai Division.
- 3.3.5** It appears from the mutation entry no. 749 dated 26/11/2006 that the mutation entry is not relevant to the Third Property.
- 3.3.6** It appears from the mutation entry no. 1221 dated 28/06/1972 that area and assessment of the Third Property was converted into decimal system in accordance with the provisions of Standard Weights and Measures Act, 1956.
- 3.3.7** It appears from the mutation entry no. 1637 dated 25/01/1991 that as per order of Upper Tahsildar dated January 10, 1990, bearing serial no. 312/88, 1) Mr. Mukund Panglya Bhoir, 2) Mr. Govind Mukund Bhoir, 3) Mr. Madan Panglya Bhoir were declared as tenants and accordingly same was recorded in the Records of Rights.
- 3.3.8** It appears from the mutation entry no. 2181 dated 06/03/2006 the Third Property and several other Properties were recorded as

Private Forest under the provision of Maharashtra Private Forest (Acquisition) Act, 1975.

- 3.3.9** It appears from the mutation entry no. 3129 dated 31/01/2015 that the Third Property and several other Properties were recorded as Private Forest under the provision of Maharashtra Private Forest (Acquisition) Act, 1975 by recording the Mutation Entry no. 2181 in the Records of Rights of Second Property and several other Properties. However, in pursuance of order of Honourable Supreme Court in the matter of Godrej & Boyce Mfg. Co. Ltd. & Anr. v/s Government of Maharashtra in Civil Appeal No. 1102 of 2014, Sub-Divisional officer, Thane passed an order dated January 23, 2015 and thereby cancelled Mutation Entry no. 2181 for the entire land bearing Survey No. 129. Accordingly, Mutation entry no. 3129 was mutated in the Records of Rights.
- 3.3.10** It appears from the mutation entry no. 3141 dated 01/04/2015 that order of Deputy Tahsildar and Agricultural Land Tribunal, Thane dated 20/09/1988 was challenged by Mr. Kanhaiyalal Bhagwandas Thanawala and others before Sub-Divisional officer Thane February 12, 2015, bearing serial no. 129/2015, on Third Property order was pass by upper Tahsildar and Agricultural Land Tribunal, Thane under Section 70 B, that Mr. Govind Mukund Bhoir and Mr. Madan Pangalya Bhoir declared as tenant of the Third property. And Said order challenged by Mr. Kanhaiyalal Bhagwandas Thanawala and other by filling appeal before Sub Divisional Officer, Thane. The said Appeal was allowed and the impugned order of Deputy Tahsildar was set aside. Accordingly, name of Mr. Govind Mukund Bhoir and Mr. Madan Pangalya Bhoir was removed from the Record of Rights.
- 3.3.11** It appears from the mutation entry no. 3149 dated 10/04/2015 that Collector Thane had stayed several orders and permissions passed by Sub-Divisional Officer, Thane in pursuance of order of Honourable Supreme Court in the matter of Godrej & Boyce Mfg. Co. Ltd. & Anr. v/s Government of Maharashtra in Civil Appeal No. 1102 of 2014. Accordingly, Mutation Entry No. 3149 was mutated to record the stayed order of the Collector, Thane.



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3.3.12 It appears from the mutation entry no. 3159 dated 22/07/2015 that, the Collector, Thane passed necessary order to vacate the stay order mentioned in mutation entry no. 3149 and accordingly mutation entry no. 3159 was mutated and certified in the record of rights.

3.3.13 It appears from the mutation entry no. 3187 dated 02/01/2016 that Mr. Kanhaiyalal Bhagwandas Thanawala and others through their Power Attorney Holder Naresh Khetwani sold the Third Property in favour of M/s. Sai Uma Corporation, by executing Agreement for Sale dated June 03, 2011, which was duly registered with the Sub-Registrar of Assurances, Thane, at Serial no. 5291/2011.

3.4 In respect of 7/12 extracts of Survey no. 129 Hiss No. 3 (Fourth Property)

In respect of 7/12 extract:

It appears from perusal of recent 7/12 extract for the period of year 1993 to 2007 and recent extract dated May 12, 2016, that the Fourth Property is owned by Shobha Dwarkadas Thakkar and others.

In respect of 6 D Mutation Entries :

3.4.1 It appears that mutation entry no. 70 is not available with the Revenue Department. The Talathi Kolshet Village, Thane, has accordingly issued letter dated December 03, 2015

3.4.2 It appears from the mutation entry no. 392 dated 04/07/1951 that the Fourth Property was declared as Tukda (Fragment) in accordance with the provisions of Prevention of Fragmentation and Consolidation of Holdings Act, 1947.

3.4.3 It appears from the mutation entry no. 506 dated 08/08/1958 that Mr. Dwarkadas Ratansi Thakkar had executed a Will dated January 21, 1958 during his lifetime. After his demise on January 31, 1958 Fourth Property and several other properties were

bequeathed in favour of his widow Mrs. Premkuvar Dwarkadas Thakkar in accordance with the provisions of his Will.

3.4.4 It appears from the **mutation entry no. 1121 dated 05/10/1967** that Mrs. Premkuvar Dwarkadas Thakkar demised on August 16, 1967 leaving behind her legal heirs viz. three daughters 1) Mrs. Kanta Rasiklal Makhecha, 2) Mrs. Yeshumati Anilkumar Makhecha and 3) Miss Shobha Dwarkadas Thakkar alias Mrs. Shobha Suresh Makhecha.

3.4.5 It appears from the **mutation entry no. 1216 dated 21/03/1972** that Mrs. Yeshumati Anilkumar Makhecha demised on December 14, 1971 leaving behind her legal heirs viz. husband Mr. Anilkumar Karsandas Makhecha and son Rajesh Anilkumar Makhecha.

3.4.6 It appears from the **mutation entry no. 2181 dated 06/03/2006** that the Fourth Property and several other Properties were recorded as Private Forest under the provision of Maharashtra Private Forest (Acquisition) Act, 1975.

3.4.7 It appears from the **mutation entry no. 2270 dated 05/05/2007** that Mrs. Kanta Rasiklal Makhecha demised on February 7, 2005 leaving behind her legal heirs viz. sons 1) Mr. Nikhil Rasiklal Makhecha and 2) Mr. Sandip Rasiklal Makhecha, which was duly recorded in the Record of Rights.

3.4.8 It appears from the **mutation entry no. 2530 dated 29/10/2009** that in the meanwhile Mr. Sandip Rasiklal Makhecha released his share in the Said Fourth Property and several other properties in favour of Mr. Nikhil Rasiklal Makhecha, by executing Release Deed dated October 29, 2009, which is duly registered with the Sub-Registrar Assurances, Thane at serial no. TNN-5/9306/2009. Accordingly his name was removed from the Records of Rights.



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3.5 In respect of 7/12 extracts of Survey No. 129 Hissa No. 4 (Fifth Property)

In respect of 7/12 extract:

It appears from perusal of recent 7/12 extract for the period of year 1992 to 2007 and recent extract dated May 12, 2015 that, the Fifth Property is owned by Mr. Madan Pangalya and others.

In respect of 6 D Mutation Entries :

- 3.5.1** It appears from the mutation entry no. 276 dated 20/02/1941 that Mr. Panglya Mahadu Daki demised on December 30, 1931 and Name of Mr. Panglya Mahadu Daki was recorded as Occupant of Fifth Property and several other properties as Karta of his Hindu Undivided Family.
- 3.5.2** It appears from the mutation entry no. 327 dated 20/10/1947 that Mr. Panglya Mahadu Bhoir (Daki) demised around year 1942 leaving behind him his legal heirs and/or members of his undivided family viz., brother Mr. Sambhu Mahadu Bhoir and two sons 1) Mr. Mukund Panglya Bhoir and 2) Mr. Madan Panglya Bhoir. His legal heirs were recorded in the Record of Rights in accordance with the Heirs Register and local enquiry.
- 3.5.3** It appears from the mutation entry no. 392 dated 04/07/1951 that the Said Fifth Property was declared as Tukda (Fragment) in accordance with the provisions of Prevention of Fragmentation and Consolidation of Holdings Act, 1947.
- 3.5.4** It appears from the mutation entry no. 491 dated 15/07/1957 that Mr. Sambhu Mahadu Bhoir demised around 1953 leaving behind him his son Mr. Gajanan Sambhu Bhoir as his only legal heir.
- 3.5.5** It appears from the mutation entry no. 1221 dated 28/06/1972 that area and assessment of the Fifth property was converted into

decimal system in accordance with provision of Bombay Weights and Measures (Enforcement) Act, 1958.

- 3.5.6** It appears from the **mutation entry no. 1576 dated 21/03/1989** that Mukund Pangalya Bhoir demised in the year 1979 leaving behind him his legal heirs wife Mrs. Gomubai Mukund Bhoir, three sons 1) Mr. Govind Mukund Bhoir, 2) Mr. Mahadev Mukund Bhoir, 3) Mr. Keshav Mukund Bhoir and four daughters 1) Mrs. Hirubai damu Joshi, 2) Mrs. Ramabai Ramesh Patil, 3) Ms Jijabai Mukund Bhoir, 4) Miss Ratnabai Mukund Bhoir.
- 3.5.7** It appears from the **mutation entry no. 1928 dated 24/07/2001** that Additional Collector and Competent Authority passed an order and thereby declared portion admeasuring 1826 square meters out of Fifth Property as excess land.
- 3.5.8** It appears from the **mutation entry no. 1957 dated 21/03/2002** that Mr. Gajanan Sambhu Bhoir demised in the year 1979 leaving behind him his legal heirs wife Mrs. Bhimbai Gajanan Bhoir and son Mr. Kamlakar Gajanan Bhoir.
- 3.5.9** It appears from the **mutation entry no. 2088 dated 01/03/2000** that Mrs. Gomubai Mukund Bhoir demised on December 12, 1989 leaving behind her legal heirs three sons viz., 1) Mr. Govind Mukund Bhoir, 2) Mr. Mahadev Mukund Bhoir, 3) Mr. Keshav Mukund Bhoir and four daughters 1) Mrs. Hirubai dattu Joshi, 2) Mrs. Ramabai Ramesh Patil, 3) Ms Jijabai Mukund Bhoir, 4) Ms Ratnabai Mukund Bhoir.
- 3.5.10** It appears from the **mutation entry no. 2097 dated 02/04/2004** that as per Mutation entry no. 1928 the Fifth Property, being in the name of Kamlakar Gajanan Bhoir and others was declared as excess Land. The Additional Collector and Competent Authority, Thane Urban Agglomeration sanctioned scheme under Section 20 of Urban



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Land (Ceiling and Regulation) Act, 1976 (ULC Act) by order dated March 04, 2003 bearing serial no. ULC/T.A/WS.H.S.20/S.R/1298.

3.5.11 It appears from the **mutation entry no. 2126 dated 08/11/2004** that as per Mutation Entry 2088, name of Ms. Jijabai Mukund Bhoir was revised as Mrs. Jijabai Liladhar Daki in accordance with the Application and copy of Gazette for correction of her name.

3.5.12 It appears from the **mutation entry no. 2181 dated 06/03/2006** that Fifth Property and several other Properties were recorded as Private Forest under the provision of Maharashtra Private Forest (Acquisition) Act, 1975.

3.5.13 It appears from the **mutation entry no. 2540 dated 04/02/2009** that Weaker Section Housing Scheme has been sanctioned for certain portion out of the Fifth Property. In pursuance of orders of Competent Authority, Thane and Tahsildar, Thane, note was recorded in the other rights column recording the area under ULC scheme under Section 20.

3.5.14 It appears from the **mutation entry no. 2920 dated 07/08/2012** that Hon. Collector Thane, granted permission for Non-Agricultural use of Fifth Property by issuing order no. Revenue/Kra. 1/Te-1/NAP/SR - 66/2004 dated July 28, 2004.

3.6 In respect of 7/12 extracts of Survey no. 130 (Sixth Property):

In respect of 7/12 extract:

It appears from perusal of 7/12 extract of 1995 to 2006 and recent 7/12 extract dated May 12, 2016 that, the Sixth Property is owned by Mr. Narayan Dina Mhatre and others.

In respect of 6 D Mutation Entries :

3.6.1 It appears that **mutation entry no. 70** is not available with the Revenue Department. The Talathi Kolshet Village, Thane, has accordingly issued letter dated December 03, 2015.

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- 3.6.2** It appears from the mutation entry no. 401 dated 19/01/1962 that Dinya Hashya was recorded as Tenant of the Sixth Property in accordance with the Taluka Order dated September 12, 1951.
- 3.6.3** It appears from the mutation entry no. 458 dated 07/05/1956 that as per order no. TNC 8113, dated January 14, 1956, name of Mr. Dinya Hashya recorded as Tenant in respect of Sixth Property.
- 3.6.4** It appears from the mutation entry no. 506 dated 08/08/1956 that Mr. Dwarkadas Ratansi Thakkar had executed a Will dated January 21, 1958 during his lifetime. After his demise on January 31, 1958 Sixth Property and several other properties were bequeathed in favour of his widow Mrs. Premkuvar Dwarkadas Thakkar in accordance with the provisions of his Will.
- 3.6.5** It appears from the mutation entry no. 1121 dated 05/10/1967 that Mrs. Premkuvar Dwarkadas Thakkar demised on August 16, 1967 leaving behind her legal heirs viz. three daughters 1) Mrs. Kanta Rasiklal Makhecha, 2) Mrs. Yeshumati Anilkumar Makhecha and 3) Miss Shobha Dwarkadas Thakkar alias Mrs. Shobha Suresh Makhecha.
- 3.6.6** It appears from the mutation entry no. 1216 dated 21/03/1972 that Mrs. Yeshumati Anilkumar Makhecha demised on December 14, 1971 leaving behind her legal heirs viz. husband Mr. Anilkumar Karsandas Makhecha and son Mr. Rajendra Anilkumar Makhecha, which was duly recorded in the Record of Rights.
- 3.6.7** It appears from the mutation entry no. 1327 dated 11/10/1976 that in pursuance of order of Revenue Commissioner, local enquiry was conducted to record the tenants personally cultivating various properties and accordingly Mr. Raghunath Dinanath Mhatre and others were declared to be the tenants in respect of Sixth Property.
- 3.6.8** It appears from the mutation entry no. 1445 dated 25/12/1985 that Additional Tahsildar and Agricultural Land Tribunal, Thane passed an order under section 32 G of Maharashtra (Bombay)



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Tenancy and Agricultural Land Act, 1948 and thereby determined the Purchase price to be paid by Tenant purchaser and accordingly Tenant Purchaser was recorded as occupant in the Records of Rights of Sixth Property.

- 3.6.9** It appears from the **mutation entry no. 1778 dated 05/04/1994** that after payment of entire purchase price by the Tenant Purchaser Additional Tahsildar and Agricultural Land Tribunal, Thane issued Certificate of Purchase under section 32 M of the Maharashtra (Bombay) Tenancy and Agricultural Land Act, 1948.
- 3.6.10** It appears from the **mutation entry no. 1779 dated 30/04/1994** that Mr. Tulshiram Dinanath Mhatre demised in or around 1974 leaving behind him his legal heirs viz., wife Mrs. Barkubai Tulshiram Mhatre, son Mr. Dinesh Tulshiram Mhatre and three Daughters 1) Mrs. Alka Kesharinath Bhoir, 2) Mrs. Manda Ashok Bhoir and 3) Mrs. Jaywanti Namdev Patil.
- 3.6.11** It appears from the **mutation entry no. 2540 dated 04/12/2009** that Weaker Section Housing Scheme has been sanctioned for certain portion out of the Sixth Property. In pursuance of orders of Competent Authority, Thane and Tahsildar, Thane, note was recorded in the other rights column recording the area under ULC scheme under Section 20.
- 3.7** **In respect of 7/12 extracts of Survey no. 132 (Seventh Property)**
In respect of 7/12 extract:
It appears from perusal of recent 7/12 extract dated May 12, 2016 that, the Seventh Property is owned by Mr. Sudhakar Narayan Manera and others It appears from perusal of 7/12 extract for the period of year 1992 to 2004 that, the Seventh Property originally owned by Mr. Dhanjisha R. Jhaveri and others.

In respect of 6 D Mutation Entries :

- 3.7.1** It appears from the mutation entry no. 148 dated 14/09/1930 that Mahalkari Thane and SakharialJamnadas, BalkrishnaTulsidas, Parvatibai Gangadas executed "Dakhlapatra" in favour of Mr. Tribhuvandas Jamnadas Sheth.
- 3.7.2** It appears from the mutation entry no. 250 dated 19/05/1939 that Tribhuvandas Jamnadas Sheth demised on May 19, 1939 leaving behind him his son Mr. Jayantilal Tribhuvandas as his only legal heir.
- 3.7.3** It appears from the mutation entry no. 389 dated 04/04/1951 one Mr. Dhanjisha R. Jhaveri and Bai Hilabai Burjorji Mehta purchased the Seventh Property and several other properties from Mr. Jayantilal Tribhuvandas and Mr. Manekji Modi.
- 3.7.4** It appears from the mutation entry no. 392 dated 04/07/1951 that the Seventh Property was declared as Tukda (Fragment) in accordance with the provisions of Prevention of Fragmentation and Consolidation of Holdings Act, 1947.
- 3.7.5** It appears from the mutation entry no. 458 dated 01/04/1952 that by order no. T.N.C 8113 dated 14/01/1956, Mr. Dinya Hashya was recorded as tenant in respect of Seventh Property.
- 3.7.6** It appears from the mutation entry no. 459 dated 21/04/1956 that the Said Mutation Entry is not relevant to the Seventh Property.
- 3.7.7** It appears from the mutation entry no. 1221 dated 28/06/1972 that area and assessment of the Seventh property was converted into decimal system in accordance with the provisions of Bombay Weights and Measures (Enforcement) Act, 1958.
- 3.7.8** It appears from the mutation entry no. 1314 and 1315 dated 15/06/1978 that Mr. Dhanjisha R. Jhaveri and Mrs. Baihila Burjorji Mehta executed registered Power of Attorney for consideration in respect of Seventh Property and Several other properties in favour of 1) Mr. Rupchand Hajarimal, 2) Mr. Tarachand Krishnaji, 3) Mr. Kesarimal Krishnaji, 4) Mr. Bhikchand Okaji, 5) Mr. Vardichand Udaychand and 6) Mr. Umedmal



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Hajarimal. Accordingly, the Power of Attorney Holders were also added as occupants in the Records of rights of the Seventh Property and several other properties by Mutation Entry no. 1314 and 1315.

- 3.7.9** It appears from the mutation entry no. 1327 dated 11/10/1976 that In pursuance of order of Revenue Commissioner, local enquiry was conducted to record the tenants personally cultivating various properties and accordingly Mr. Ragho Chando Manera and others were declared to be the tenants in respect of seventh Property.
- 3.7.10** It appears from the mutation entry no. 1400, 1401, 1402, 1403, 1405 and 1409 that the legal heirs of various Power of Attorney holders were recorded in pursuance of their testaments or as per the provisions of Hindu Succession Act by which they were governed at the time of their demise.
- 3.7.11** It appears from the mutation entry no. 1528 dated 17/08/1988 that the said mutation entry is not relevant to the Seventh Property.
- 3.7.12** It appears from the mutation entry no. 1589 dated 15/09/1989 that Mr. Narayan change Manera demised in or around the year 1979 leaving behind him his legal heirs wife Mrs. Chandrabai Narayan Manera and son Mr. Sudhakar Narayan Manera.
- 3.7.13** It appears from the mutation entry no. 1590 dated 15/09/1989 that Mr. Jaganath Chango Manera demised in the year 1981 leaving behind him his legal heirs wife Mrs. Baibai Jaganath Manera, five sons 1) Mr. Govind Jaganath Manera, 2) Mr. Naresh Jaganath Manera, 3) Mr. Datta Jaganath Manera, 4) Mr. Parshuram Jaganath Manera and 5) Mr. Navnath Jaganath Manera.
- 3.7.14** It appears from the mutation entry no. 1854 dated 02/06/1997 that Mr. Laxman Chango Manera demised on July 26, 1991 leaving behind him his legal heirs viz., wife Mrs. Bamubai Laxman Manera three daughter, 1) Mrs. Hashibai Ramchandra Gondhali, 2) Mrs. Vithabai Ataram Gondhali, and 3) Mrs. Motibai Pandhurang Patil.
- 3.7.15** It appears from the mutation entry no. 1939 dated 16/10/2001 that Mrs. Hashibai Ramchandra Gondhali demised on May 19, 2001

leaving behind her legal heirs viz., two sons 1) Mr. Kailash Ramchandra Gondhali and 2) Mr. Ulhas Ramchandra Gondhali and two daughters 1) Mrs. Nanda Ravikant Mhatre and 2) Mrs. Ranjana Pravin Kene.

- 3.7.16** It appears from the mutation entry no. 2182 dated 22/03/2006 that The Tahsildar and Agricultural Land Tribunal, Thane passed an order under section 70 B of MTAL Act in respect of Seventh Property and several other properties and thereby declared Mr. Datta Jaganath Manera and 13 others as Agricultural Tenants by order dated March 16, 2006 bearing no. Ku. ka/70B/Kavesar/08/2002.
- 3.7.17** It appears from the mutation entry no. 2193 dated 09/05/2006 that the Agricultural Land Tribunal, Thane, passed an order under section 32 G of Maharashtra (Bombay) Tenancy and Agricultural Land Act, 1948 and thereby directed the Tenant Purchasers Mr. Datta Jagannath Manera and others to pay purchase price and accordingly the Tenant Purchasers were recorded as occupants in the Records of Rights of the Seventh Property.
- 3.7.18** It appears from the mutation entry no. 2194 dated 09/05/2006 that on payment of entire Purchase Price by Mr. Datta Jaganath Manera and 13 others (Tenant Purchaser), the Agricultural Land Tribunal, Thane granted Certificate of Purchase under section 32 M of MTAL Act on May 06, 2006 bearing no. 11/2006. The charge of Purchase Price of original land owner was removed from the other Rights Column of 7/12 extract.
- 3.7.19** It appears from the mutation entry no. 2802 dated 30/09/2011 that Mrs. Vithabai Atmaram Gondhali demised on August 09, 2007 leaving behind her legal heirs viz., son Mr. Kishor Atmaram Gondhali and three daughters 1) Mrs. Janabai Pandurang Shinge, 2) Mrs. Kanta alias Kunti Balkrushan Chaudhari and 3) Mrs. Vaishali Atmaram Gondhali.



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3.8 In respect of 7/12 extracts of Survey no. 131/1(Part) and 129, Hissa No. 2 (Part) (Eighth Property)

Amenity Space admeasuring area 1984.41 square meters (Eight Property) from and out of Survey No. 129(p), admeasuring area 65,600 square meters (Madhavi Property), and Survey No. 131(p), admeasuring area 6,470 square meters (Mhatre Property) was originally sanctioned as Amenity Plot by TMC in accordance with the layout and building plan submitted for sanction

3.8.1 In respect of 7/12 extracts of Survey no. 129, Hissa No. 2B, 2C, 2D, 2E, 2F and 2G:

In respect of 7/12 extract:

It appears from perusal of recent 7/12 extract dated July 23, 2015 that, the Madhavi Property is owned by Mr. Nathu Budhya Madhavi and others.

In respect of 6 D Mutation Entries :

- 3.8.1A** It appears from the mutation entry no. 250 dated 25/08/1939 that Tribhuvandas Jamnadas Sheth demised on May 19, 1939 leaving behind him legal heir his son Mr. Jayantilal Tribhuvandas as his only legal heir.
- 3.8.1B** It appears from the mutation entry no. 1314 and 1315 dated 15/06/1976 that Mr. Dhanjisha R. Jhaveri and Mrs. Baihila Burjorji Mehta executed registered Power of Attorney for consideration in respect of Madhavi Property and Several other properties in favour of 1) Mr. Rupchand Hajarimal, 2) Mr. Tarachand Krishnaji, 3) Mr. Kesarimal Krishnaji, 4) Mr. Bhikchand Okaji, 5) Mr. Vardichand Udaychand and 6) Mr. Umedmal Hajarimal. Accordingly, the Power of Attorney Holders were also added as occupants in the Records of rights of the Madhavi Property and several other properties by Mutation Entry no. 1314 and 1315.

- 3.8.1C** It appears from the mutation entry no. 1448 dated 03/01/1986 that Tahsildar and Agricultural Land Tribunal passed an order under section 32 (G) of Maharashtra Tenancy and Agricultural Lands Act, 1948 and thereby determined purchase price of the Madhavi Property. Accordingly name of Mr. Nathu Budhya Madhavi (Tenant Purchaser) was recorded as Occupant in record of rights by mutation entry no. 1448.
- 3.8.1D** It appears from the mutation entry no. 1613 dated 22/03/1990 that Madhavi Property was partitioned among members of Madhavi Family.
- 3.8.1E** It appears from the mutation entry no. 1647 dated 11/04/1991 that on payment of entire Purchase Price by the Tenant Purchaser, the Agricultural Land Tribunal and Additional Tahsildar, Thane granted Certificate of Purchase under section 32 M of MTAL Act, bearing no. 3259. The charge of Purchase Price of original land owner was removed from the other Rights Column of 7/12 extract.
- 3.8.1F** It appears from the mutation entry no. 1748 dated 11/07/1993 that the Sub Divisional Officer, Thane have granted permission under section 43 of Maharashtra (Mumbai) Tenancy and Agricultural Lands Act, 1947 for development of Madhavi Property for non-agricultural purpose vide Order no. TD/VI/TNC/S.R./1974 dated December 04, 1992 and accordingly restrictions imposed under section 43 of the Said Act were relaxed.
- 3.8.1G** It appears from the mutation entry no. 1749 dated 11/07/1993 that the Sub Divisional Officer, Thane have granted permission under section 43 of Maharashtra (Mumbai) Tenancy and Agricultural Lands Act, 1947 for development of Madhavi Property for non-agricultural purpose vide Order no. TD/VI/TNC/S.R./1418 dated December 04, 1992 and accordingly restrictions imposed under section 43 of the Said Act were relaxed.
- 3.8.1H** It appears from the mutation entry no. 1750 dated 11/07/1991 that the Sub Divisional Officer, Thane have granted permission



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under section 43 of Maharashtra (Mumbai) Tenancy and Agricultural Lands Act, 1947 for development of Madhavi Property for non-agricultural purpose vide Order no. TD/VI/TNC/S.R./470 dated November 30, 1992 and accordingly restrictions imposed under section 43 of the Said Act were relaxed.

3.8.1I It appears from the **mutation entry no. 1751 dated 11/07/1993** that the Sub Divisional Officer, Thane have granted permission under section 43 of Maharashtra (Mumbai) Tenancy and Agricultural Lands Act, 1947 for development of Madhavi Property for non-agricultural purpose vide Order no. TD/VI/TNC/S.R./479 dated April 20, 1993 and accordingly restrictions imposed under section 43 of the Said Act were relaxed.

3.8.1J It appears from the **mutation entry no. 1752 dated 11/07/1993** that the Sub Divisional Officer, Thane have granted permission under section 43 of Maharashtra (Mumbai) Tenancy and Agricultural Lands Act, 1947 for development of Madhavi Property for non-agricultural purpose vide Order no. TD/VI/TNC/S.R./471 dated March 30, 1993 and accordingly restrictions imposed under section 43 of the Said Act were relaxed.

3.8.1K It appears from the **mutation entry no. 1753 dated 11/07/1993** that the Sub Divisional Officer, Thane have granted permission under section 43 of Maharashtra (Mumbai) Tenancy and Agricultural Lands Act, 1947 for development of Madhavi Property for non-agricultural purpose vide Order no. TD/VI/TNC/S.R./1475 dated February 23, 1993 and accordingly restrictions imposed under section 43 of the Said Act were relaxed.

3.8.1L It appears from the **mutation entry no. 2051 dated 28/08/2003** that Computerization of records, updating the site of NIC and uniform format of maintaining land records for dividing the Hissa into various sub-hissas of Survey was done as per letter no. CLR - 2001/ PRA. KRA./4/BHAG/1/SALE dated 13/11/2002. For updating the records of rights, the above changes were recorded as per the letter no. Revenue Department - 2/Te - 7/

Administration/Computerization/ Kavi - 1069 dated 8/8/ 2003 by Tahsildar in respect of Said Madhavi Property.

3.8.1M It appears from the mutation entry no. 2181 dated 06/03/2006 that Madhavi Property and several other Properties were recorded as Private Forest under the provision of Maharashtra Private Forest (Acquisition) Act, 1975.

3.8.1N It appears from the mutation entry no. 2468 dated 04/05/2009 that in pursuance of order of Sub-Divisional Officer, Thane, the comment of "1000 square meters and 285 square meters area surrendered to the Government under ULC section 20 scheme" was mentioned in the other rights column and accordingly portion of 1000 square meters and 285 square meters were transferred in favour of Government of Maharashtra from and out of Survey No. 129/2E and 129/2G respectively.

3.8.1O It appears from the mutation entry no. 2540 dated 04/12/2009 that Weaker Section Housing Scheme has been sanctioned for certain portion out of the Madhavi Property. In pursuance of orders of Competent Authority, Thane and Tahsildar, Thane, note was recorded in the other rights column recording the area under ULC scheme under Section 20.

3.8.1P It appears from the mutation entry no. 3129 dated 31/01/2015 that the Madhavi Property and several other Properties were recorded as Private Forest under the provision of Maharashtra Private Forest (Acquisition) Act, 1975 by recording the Mutation Entry no. 2181 in the Records of Rights of Second Property and several other Properties. However, in pursuance of order of Honourable Supreme Court in the matter of Godrej & Boyce Mfg. Co. Ltd. & Anr. v/s Government of Maharashtra in Civil Appeal No. 1102 of 2014, Sub-Divisional officer, Thane passed an order dated January 23, 2015 and thereby cancelled Mutation Entry no. 2181 for the entire land bearing Survey No. 129. Accordingly, Mutation entry no. 3129 was mutated in the Records of Rights.

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- 3.8.1Q** It appears from the **mutation entry no. 3149 dated 10/04/2015** that Collector Thane had stayed several orders and permissions passed by Sub-Divisional Officer, Thane in pursuance of order of Honourable Supreme Court in the matter of Godrej & Boyce Mfg. Co. Ltd. &Anr. v/s Government of Maharashtra in Civil Appeal No. 1102 of 2014. Accordingly, Mutation Entry No. 3149 was mutated to record the stayed order of the Collector, Thane.
- 3.8.1R** It appears from the **mutation entry no. 3159 dated 22/07/2015** that, the Collector, Thane passed necessary order to vacate the stay order mentioned in mutation entry no. 3149 and accordingly mutation entry no. 3159 was mutated and certified in the record of rights.
- 3.8.2** **In respect of 7/12 extracts of Survey no. 131:**
It appears from perusal of recent 7/12 extract for the period of year 1931 to 1951 and recent 7/12 extract dated May 12, 2016, that the Mhatre Property is owned by Mr. Krushna Narayan Mhatre and others.
- 3.8.2A** It appears from the **mutation entry no. 335 dated 22/11/1947** that the said mutation entry is not relevant to the Mhatre Property.
- 3.8.2B** It appears from the **mutation entry no. 406 dated 01/04/1952** that the said mutation entry is not relevant to the Mhatre Property.
- 3.8.2C** It appears from the **mutation entry no. 458 dated 07/04/1956** that by order no. T.N.C 8113 dated 14/01/1956, Mr. Narayan Ramaji was recorded as tenant in respect of Mhatre Property.
- 3.8.2D** It appears from the **mutation entry no. 990 dated 22/01/1956** that Mr. Gangadas Nanabhai demised on December 01, 1960 leaving behind him his only legal heirs brother Mr. Harkisandas Nanabhai, and same was recorded in Records of Right.

- 3.8.2E** It appears from the mutation entry no. 1221 dated 28/06/1972 that area and assessment of the Mhatre Property was converted into decimal system in accordance with provision of Bombay Weights and Measures (Enforcement) Act, 1958.
- 3.8.2F** It appears from the mutation entry no. 1327 dated 11/10/1976 that in pursuance of order of Revenue Commissioner, local enquiry was conducted to record the tenants personally cultivating various properties and accordingly Mr. Laxman Narayan Mhatre and other three were recorded as tenant in respect of Mhatre Property.
- 3.8.2G** It appears from the mutation entry no. 1570 dated 19/02/1989 that Tahsildar and Agricultural Land Tribunal passed an order under section 32 (G) of Maharashtra Tenancy and Agricultural Lands Act, 1948 and thereby determined purchase price of the Mhatre Property. Accordingly name of Mr. Laxman Narayan Mhatre and others (Tenant Purchaser) was recorded as Occupant in record of rights by mutation entry no. 1570.
- 3.8.2H** It appears from the mutation entry no. 1732 dated 24/12/1990 that Mr. Vasudev Narayan Mhatre demised on October 15, 1992 leaving behind him his legal heirs wife Mrs. Gauribai Vasudev Mhatre, two sons 1) Mr. Chintamani Vasudev Mhatre and 2) Mr. Bhanudas Vasudev Mhatre. And one daughter 3) Miss Vasumati Vasudev Mhatre.
- 3.8.2I** It appears from the mutation entry no. 1743 dated 24/09/1993 that on payment of entire Purchase Price by the Tenant Purchaser and his legal heirs, the charge of Purchase Price of original land owner was removed from the other Rights Column of 7/12 extract.
- 3.8.2J** It appears from the mutation entry no. 1952 dated 11/02/2002 that Mr. Laxman Narayan Mhatre demised on November 01, 1999 leaving behind him his legal heirs wife Mrs. Muktabai Laxman Mhatre, four sons 1) Mr. Sitaram Laxman Mhatre, 2) Mr. Giridhar Laxman Mhatre, 3) Mr. Bhuvaneshwar Laxman Mhatre, and 4) Mr.



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Chatrapati Laxman Mhatre Two Daughters 1) Mrs. Jaibai Ramesh Patil and 2) Mrs. Pramila Shivram Patil.

- 3.8.2K** It appears from the mutation entry no. 1990 dated 29/10/2002 that the Sub Divisional Officer, Thane have granted permission under section 43 of Maharashtra (Mumbai) Tenancy and Agricultural Lands Act, 1947 for development of Mhatre Property for non-agricultural purpose vide Order no. TD/VI/TNC/S.R./108/2002 dated 29/10/2002 and accordingly restrictions imposed under section 43 of the Said Act were relaxed.
- 3.8.2L** It appears from the mutation entry no. 2046 dated 05/07/2003 that Gauribai Vasudev Mhatre widow of late Vasudev Narayan Mhatre, demised on December 31, 2002, leaving behind her legal heirs two sons 1)Mr. Chintamani Vasudev Mhatre and 2) Mr. Bhanudas Vasudev Mhatre. And one daughter 3) Mrs. Vasumati Shashikant Patil.
- 3.8.2M** It appears from the mutation entry no. 2324 dated 01/12/2007 that as per the order of Tahsildar, Thane, dated November 30, 2007 bearing serial no. Mahasul/G8/1 te 3/Hakkanond/Kavi/S.R 1593/07 and Taluka Nirikshak Bhumi Abhilekha, Thane, Said Mhatre Property having Survey No. 131 divided into three pot hissa and become new survey no. 131, Hissa No. 1, 2 and 3.
- 3.8.2N** It appears from the mutation entry no. 2325 dated 01/12/2007 as per order of Tahsildar, Thane and Taluka Inspector Land Record, Thane in pursuance of hissa form no. 12, sub-division of survey no. 131 was effected in the Record of Right.
- 3.8.2O** It appears from the mutation entry no. 2540 dated 04/12/2008 that Weaker Section Housing Scheme has been sanctioned for

certain portion out of the Mhatre Property. In pursuance of orders of Competent Authority, Thane and Tahsildar, Thane, note was recorded in the other rights column recording the area under ULC scheme under Section 20.

3.8.2P It appears from the mutation entry no. 2921 dated 07/08/2012 that Hon. Collector Thane, granted permission for Non-Agricultural use of Mhatre Property by issuing order no. Revenue/Kra. 1/Te-1/NAP/SR20/2004.

4. In respect of Search Report with the Sub-Registrar of Assurances.

Separate search reports for First to Eighth Property have been issued by Searcher Ramesh Dhalpe and Akshay Kinjale.

Search Reports issued by Ramesh Dhalpe, Searcher, is based on search carried out in the office of The Sub-Registrar of Assurances at Thane 1, 2 and 5 for the period of year 1986 to 2015 was placed before me.

Search Report issued by Akshay Kinjale, Searcher, is based on search carried out in the office of The Sub-Registrar of Assurances at Thane 1, 2,3,5,9 and 12 for the period of January 1, 2016 till May 12, 2016 was placed before me. I have not found any entry adverse to the Title or Development Rights of the Developers except that of Joint Deed of Mortgage dated December 13, 2015 in favour of the consortium of Banks led by Thane Bharat Sahakari Bank Limited, which duly register with Sub-Registrar of Assurances, Thane at serial no. TNN-5/13482/2016 thereby mortgaged First Property and Second Property. The copy of both the Search Reports is attached herewith as Annexure "A".

5. In respect of Title Deeds:

5.1 In respect of Title Deeds of First Property and Second Property:





I] Developers Title Deeds:

a. Deed of Conveyance:

Mr. Nathu Budhya Madhavi and others conveyed and transferred their undivided share in the Said First Property and Second Property in favour of the Developers by executing Deed of Conveyance dated August 12, 2015, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/9429/2015.

b. Deed of Conveyance:

Legal heirs of Mr. Bhaskar Madhavi and all the members of their respective families conveyed and transferred their undivided share in the Said First Property and Second Property in favour of the Developers by executing Deed of Conveyance dated August 12, 2015, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/9412/2015.

II] Other Antecedent Deeds:

a. Agreement for Sale:

Legal heirs of Mr. Bhaskar Madhavi and all the members of their respective families executed Agreement for Sale dated March 05, 2011, in favour of Developers and thereby agreed to sale and transfer their 50% undivided share in the First Property and Second Property and simultaneously assigned exclusive Development Rights thereof. The said Agreement is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/2338/2011.

b. Power of Attorney :

Power of Attorney was executed by Legal heirs of Mr. Bhaskar Madhavi and all the members in favour of Developers in respect of the First property and second Property, the said Irrevocable Power of Attorney is duly authenticated with the Sub-Registrar of Assurances, Thane on dated March 05, 2011, at serial no. 161/2011.

c. Development Agreement:

Mr. Nathu Budhya Madhavi and all the members of his family executed Development Agreement dated October 21, 2011 in favour of the Developers and thereby assigned exclusive Development Rights in respect of their 50% undivided share in the First Property and Second Property. The Said Development agreement is duly registered with the Sub-Registrar of Assurances, Thane at Serial no. TNN-5/9597/2012.

d. Irrevocable Power of Attorney:

Irrevocable Power of Attorney was executed by Mr. Nathu Budhya Madhavi and all the members of his family dated October 21, 2011, in favour of Developers in respect of the First property and Second Property, the said Irrevocable Power of Attorney is duly authenticated with the Sub-Registrar of Assurances, Thane, at serial no. 467/2011.

e. Certificate under Section 32 M: Tahsildar and Agricultural Land Tribunal has issued Certificate of Purchase in respect of First Property under Section 32 M of MTAL Act on June 21, 2013 bearing Certificate No. 10/2013, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/5214/2013.

f. Certificate under Section 32 M: Tahsildar and Agricultural Land Tribunal has issued Certificate of Purchase in respect of Second Property under Section 32 M of MTAL Act on July 19, 2014 bearing Certificate No. 14/2014, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/7305/2014.

5.2 In respect of Title Deeds of Third Property:

I] Developers Title Deeds:

a. Deed of Conveyance:

Mr. Kanhaiyalal Bhagwandas Thanawala and others conveyed and transferred the Said Third Property in favour of the Developers by executing Deed of Conveyance dated August 10, 2015, which is duly



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registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/9246/2015.

II] Other Antecedent Deeds:

a. Agreement for Sale :

Mr. Kanhaiyalal Bhagwandas Thanawala for himself and as duly constituted attorney of 1) Mr. Chandrakant Bhagwandas Thanawala, 2) Mr. Pushpkant Bhagwandas Thanawala and 3) Mrs. Tarabai Bhgandas Thanawala executed Agreement for Sale in favour of Developers dated June 3, 2011 and thereby agreed to sale and transferred the said Third Property and simultaneously assigned exclusive development rights thereof. The Said Agreement for Sale is duly registered with Sub-Registrar Assurances, Thane at serial no. TNN-5/5291/2011.

b. Irrevocable Power of Attorney:

Mr. Kanhaiyalal Bhagwandas Thanawala for himself and as duly constituted attorney of 1) Mr. Chandrakant Bhagwandas Thanawala, 2) Mr. Pushpkant Bhagwandas Thanawala and 3) Mrs. Tarabai Bhgandas Thanawala executed Irrevocable Power of Attorney in favour of Developers in respect of the Second property sated June 03, 2011 the said Irrevocable Power of Attorney is which is duly authenticated with the Sub-Registrar of Assurances, Thane at serial no. 477/2011.

5.3 In respect of Title Deeds of Fourth Property:

I] Developers Title Deeds:

a. Deed of Conveyance:

Mrs. Shobha Dwarkadas Thakkar and others in confirmation with the M/s. Roma Builders Private Limited transferred and conveyed the Fourth Property by executing Deed of Conveyance dated January 02, 2016 in favour of Developers, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-12/05/2016.

II] Other Antecedent Deeds:

a. Development Agreement:

Mrs. Kanta Rasiklal Makhecha executed an Development Agreement and Power of Attorney in favour of M/s Roma Builders Private limited on September 28, 1998, and thereby assigned exclusive development rights in respect of her 1/3rd undivided share in the Said Fourth Property and several other properties and also agreed to transfer and convey the same in favour of M/s Roma Builders Private limited or their nominees.

b. Development Agreement:

Mrs. Shobha Dwarkadas Thakkar alias Shobha Suresh Makhecha, executed an Development Agreement and Power of Attorney in favour of M/s Roma Builders Private limited on November 24, 1999 and thereby assigned exclusive development rights in respect of her 1/3rd undivided share in respect of Said Fourth Property and several other properties and also agreed to transfer and convey the same in favour of M/s Roma Builders Private limited or their nominees.

c. Development Agreement:

Mr. Rajesh Anilkumar Makhecha and Mr. Anikumar Karsandas Makhecha also executed Development Agreement and Power of Attorney in favour of M/s Roma Builders Private limited on October 31, 2000, and thereby assigned exclusive Development Rights in respect of their 1/3rd undivided share in respect of Said Fourth Property and several other properties and also agreed to transfer and convey the same in favour of M/s Roma Builders Private limited or their nominees.

d. Release Deed :

Mr. Sandip Rasiklal Makhecha released his share in the Said Fourth Property and several other properties in favour of Mr. Nikhil Rasiklal Makhecha, by executing Release Deed dated October 29, 2009, which is duly registered with the Sub-Registrar Assurances, Thane



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at serial no. TNN-5/9306/2009. Accordingly his name was removed from the Records of Rights by mutating Mutation entry no. 2530.

e. Agreement for Sale :

Mr. Rajesh Anilkumar Makhecha and Mr. Anilkumar K. Makhecha also executed an Agreement for Sale in favour of M/s Roma Builders Private limited on April 07, 2011, which are duly registered with Sub-Registrar of Assurances, Thane at serial no. TNN/3141/2011 and thereby assigned exclusive Development Rights in respect of their 1/3rd undivided share in respect of Said Fourth Property and several other properties and also agreed to transfer and convey the same in favour of M/s Roma Builders Private limited or their nominees.

f. Power of Attorney :

Mr. Rajesh Anilkumar Makhecha and Mr. Anilkumar K. Makhecha also executed Power of Attorney on April 07, 2011 which is duly authenticated with the Sub-Registrar Assurances, Thane-5 at serial no. 314/2011, and thereby assigned exclusive Development Rights in respect of their 1/3rd undivided share in respect of Said Fourth Property and several other properties and also agreed to transfer and convey the same in favour of M/s Roma Builders Private limited or their nominees.

g. Agreement for sale cum Assignment of Development Rights:

M/s. Roma Builders Private Limited executed Agreement for sale cum Assignment of Development Rights in favour of Developers dated August 08, 2012 and thereby agreed to sale and transferred the said Fourth Property. The Said Agreement for Sale cum Assignment of Development Rights was duly registered with Sub-Registrar Assurances, Thane at serial no. TNN-5/6905/2012.

h. General Power of Attorney :

M/s. Roma Builders Private Limited also executed General power of attorney in favour of the partners of the Developers firm on August

14, 2012, which is duly authenticated with the Sub-Registrar Assurances, Thane-5 at serial no. 640/2012.

i. Agreement for Sale:

Mr. Nikhil Rasiklal Makhecha executed Agreement for Sale dated June 09, 2015 in favour of Developers in respect of Said Fourth Property, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/6458/2015.

j. Power of Attorney:

Mr. Nikhil Rasiklal Makhecha granted Power of Attorney dated June 09, 2015 in favour of the Developers which is duly registered with Sub-Registrar of Assurances, Thane at serial no. TNN-5/6460/2015.

5.4 In respect of Title Deeds of Fifth Property:

II Developers Title Deeds:

a. Agreement for sale cum Assignment of Development Rights:

M/s. Roma Builders Private Limited executed Agreement for sale cum Assignment of Development Rights in favour of Developers dated August 08, 2012 and thereby agreed to sale and transfer the said Fifth Property, The Said Agreement for Sale cum Assignment of Development Rights is duly registered with Sub-Registrar Assurances, Thane at serial no. TNN-5/6905/2012.

b. General Power of Attorney :

M/s. Roma Builders Private Limited also executed General power of attorney in favour of the partners of the Developers firm on August 14, 2012, which is duly authenticated with the Sub-Registrar Assurances, Thane-5 at serial no. 640/2012.

III Other Antecedent Deeds:

a. Development Agreement:

Govind Mukund Bhoir and others have granted exclusive Development Rights in respect of Bhoir Property and several other





properties by executing Development Agreement in favour of Roma Builders Private Limited, dated November 09, 2001 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-1/9896/2001.

b. Power of Attorney:

The said Govind Bhoir and others granted Power of Attorney in favour of the M/s. Roma Builders Private Limited, in the respect of Bhoir Property and several other properties, dated November 09, 2001, which is duly authenticated by the Sub-Registrar of Assurance, Thane-1 at serial no. 333/2001.

c. Development Agreement:

Mr. Kamlakar Gajanan Bhoir and others have granted exclusive Development Rights in respect of Bhoir Property and several other properties by executing Development Agreement in favour of Roma Builders Private Limited, dated June 17, 2002 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/2927/2002.

d. Power of Attorney:

The said Govind Bhoir and others granted Power of Attorney in favour of the M/s. Roma Builders Private Limited, in the respect of Bhoir Property and several other property, which is duly authenticated by the Sub-Registrar of Assurance, Thane-5, dated June 17, 2002 at serial no. 8026/2002.

5.5 In respect of Title Deeds of Sixth Property:

1] Developers Title Deeds:

a. Agreement for Sale:

Mr. Narayan Dinanath Mhatre and others executing Agreement for Sale in favour of the Developers in respect of Sixth Property, dated April 17, 2015, which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/4380/2015.

b. Power of Attorney :

Mr. Narayan Dinanath Mhatre and others granted Power of Attorney in favour of Developer on even date which is also duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/4381/2015.

c. Agreement for Sale and Development:

Mrs. Santubai Devram Patil and others executed Agreement for Sale in respect of Sixth Property in favour of Developers dated May13, 2014 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/3993/2014.

d. Power of Attorney :

Mrs. Santubai Devram Patil and others executed Power of Attorney respect of Sixth Property in favour of Developers dated May13, 2014 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/3994/2014.

5.6 In respect of Title Deeds of Seventh Property:

I] Developers Title Deeds:

a. Development Agreement :

Mr. Kishor Atmaram Gondhali and others executed Development Agreement dated September 23, 2011 in favour of Developers and thereby assigned exclusive Development Rights in respect of their 1/9th undivided share in the Seventh Property. The Said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Serial no. TNN-2/10234/2011.

b. Power of Attorney :

Power of Attorney executed by Mr. Kishor Atmaram Gondhali and others in favour of Developers which is duly authenticated with Sub-Registrar of Assurances, Thane-2, dated September 29, 2011 at serial no. 564/2011.





c. Development Agreement :

Mr. Kailas Ramchandra Gondhali and others executed Development Agreement dated September 26, 2011 in favour of Developers and thereby assigned exclusive Development Rights in respect of their 1/9th undivided share in the Seventh Property. The Said Development agreement is duly registered with the Sub-Registrar of assurance of Thane at Serial no. TNN-2/10248/2011

d. Power of Attorney:

Power of Attorney executed by Mr. Kailas Ramchandra Gondhali and others in favour of Developers which is duly authenticated with Sub-Registrar of Assurances, Thane-2, dated September 26, 2011 at serial no. 582/2011.

e. Development Agreement:

Mr. Kanhaiya Pandurang Patil and others executed Development Agreement dated June 15, 2012 in favour of Developers and thereby assigned exclusive Development Rights in respect of their 1/9th undivided share in the Seventh Property. The Said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/5265/2012.

f. Power of Attorney:

Power of Attorney executed by Mr. Kanhaiya Pandurang Patil and others in favour of Developers which is duly authenticated with Sub-Registrar of Assurances, Thane-2, dated June 15, 2012, at serial no. 502/2012.

g. Development Agreement :

Mr. Govind Jaganath Manera executed Development Agreement dated March 29, 2013 in favour of Developers and thereby assigned exclusive Development Rights in respect of his 1/15th undivided share in the Seventh Property. The Said Development Agreement is duly registered with the Sub-Registrar of Assurances of Thane at Serial no. TNN-5/3569/2013.

h. Power of Attorney :

Power of Attorney executed by Mr. Govind Jaganath Manerain favour of Developers dated March 29, 2013 which is duly registered with Sub-Registrar of Assurances, Thane, at serial no. TNN-5/3570/2013.

i. Development Agreement :

Mr. Sudhakar Narayan Manera and others executed Agreement for Sale dated December 29, 2015 in favour of Developers and thereby assigned exclusive Development Rights in respect of their 3/5th undivided share in the Seventh Property. The Said Agreement for Sale is duly registered with the Sub-Registrar of Assurances, Thane at Serial no. TNN-9/9363/2015.

j. Power of Attorney :

Power of Attorney executed Mr. Sudhakar Narayan Manera and others in favour of Developers which is duly registered with Sub-Registrar of Assurances, Thane, at serial no. TNN-9/9366/2015.

5.7 In respect of Title Deeds of Eighth Property:

1] Developer Title Deed :

a. Agreement for Sale:

M/s Shruti Builders executed Agreement for Sale dated April 12, 2016 in favour of Developers and thereby assigned exclusive Development Rights in respect of Eight Property. The said Agreement for Sale is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/4844/2016.

b. Power of Attorney:

Power of Attorney executed by M/s Shruti Builders dated April 12, in favour of Developers which is duly authenticated with Sub-Registrar of Assurances, Thane, at serial no. TNN-2/4846/2016.



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II] Other Antecedent Deeds:

A. Madhavi Property Title Deeds:

Mr. Nathu Budhya Madhavi and others executed necessary agreements and Power of Attorney in favour of M/s. Shruti Builders in respect of the Madhavi Property in the following manner:

Sr. No	Name of Land Owner	Agreement details	Registration detail
1.	Mr. Nathu Budhya Madhavi and his wife Mrs. Krishnabai Nathu Madhavi	Agreement for Sale	Dated - 07/05/1991 Sr. no. 3343/91
2.	Mr. Nathu Budhya Madhavi and his wife Mrs. Krishnabai Nathu Madhavi	Power of Attorney	Dated- 07/05/1991 Sr. No. 110/91
3.	Mr. Narayan Nathu Madhavi	Agreement for sale	Dated - 06/05/1991 Sr. no. 3302/91
4.	Mr. Narayan Nathu Madhavi	Power of Attorney	Dated - 07/05/1991 Sr. no. 115/91
5.	Mrs. Baby Chango Mhatre	Agreement for sale	Dated - 07/05/1991 Sr. no. 3344/91
6.	Mrs. Baby Chango Mhatre	Power of Attorney	Dated - 07/05/1991 Sr. no. 111/91
7.	Mr. Abhimanyu Nathu Madhavi	Agreement for sale	Dated - 07/05/1991 Sr. no. 3303/91
8.	Mr. Abhimanyu Nathu Madhavi	Power of Attorney	Dated - 07/05/1991 Sr. no. 114/91
9.	Mrs. Subhadra Bandu Mhatre	Agreement for sale	Dated - 07/05/1991 Sr. no. 3346/91
10.	Mrs. Subhadra Bandu Mhatre	Power of Attorney	Dated - 07/05/1991 Sr. no. 113/91
11.	Mrs. Motibai Namdeo	Agreement for Sale	Dated - 07/05/1991

	Patil		Sr. no. 3345/91
12.	Mrs. Motibai Namdeo Patil	Power of Attorney	Dated - 07/05/1991 Sr. no. 112/91

B. In respect of Mhatre Property

a. Development Agreement:

Mrs. Muktabai Laxman Mhatre and others executed Development Agreement dated May 10, 2002 in favour of M/s Shruti Builders and thereby assigned exclusive Development Rights. The Said Development Agreement is duly registered with the Sub-Registrar of Assurances of Thane at Serial no. TNN-5/2190/2002.

b. Power of Attorney:

Power of Attorney executed Mrs. Muktabai Laxman Mhatre and others dated May 10, 2002 in favour of M/s Shruti Builders which is duly authenticated with Sub-Registrar of Assurances, Thane, at serial no. 6784/2002.

6. In respect of various permissions and sanctions:

6.1 In Respect of Permission for Non-Agricultural use :

It appears from order dated February 26, 2016, bearing No. Mahsul/k-1/TE 2/ Jaminbab/kavi-2735/SR-TAH-3/2016 passed by Collector, Thane that Non-Agricultural use of the Said Entire Property has been permitted on such terms and conditions as mentioned therein.

6.2 In respect of Permission U/s 8(4) of ULC Act :

- a It appears from Order No. ULC/TA/TE. NA - 4/KAVESAR/SR-238+30+34+67+217 dated January 31, 2003 passed by the Competent Authority that the Fifth property was declared as surplus Land as per provisions of Urban Land Ceiling Act.



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- b It appears from Order No. ULC/KOLSHET/KAVESAR/SR-109 dated July 07, 1994 passed by the Competent Authority that the Sixth property was declared as surplus Land as per provisions of Urban Land Ceiling Act by passing necessary revised order under Section 45 of the Said Act.

6.3 In respect of Permission U/s 20(1)(a) of ULC Act :

- a It appears from the order no. ULC/TA/W.S.H.S.20/Special Dispensation Scheme/S.R-1298 dated March 4, 2003 passed by Additional Collector and Competent Authority, Thane Urban Agglomeration that Special Land Dispensation Scheme was sanctioned subject to certain terms and conditions mentioned therein in respect of the Fifth Property.
- b It appears from the order no. ULC/TA/W.S.H.S.20/SR 470 dated April 21, 1995 passed by Additional Collector and Competent Authority, Thane Urban Agglomeration that Special Land Dispensation Scheme was sanctioned subject to certain terms and conditions mentioned therein in respect of the Sixth Property.

6.4 In respect of Commencement Certificate:

Commencement Certificate is granted by Thane Municipal Corporation under V.P. No. S06/0228 /15/TMC/TDD/1775/16 dated April 22, 2016 for carrying construction on the Said Entire property bearing Survey No. 128, Survey No. 129 Hissa No. 1, Survey No. 129 Hissa No. 2A, Survey No. 129 Hissa No. 3, Survey No.129 Hissa No. 4, Survey 130, Survey No. 131 Hissa No. 1 and Survey No. 132 for carrying on construction of **Plot A1:- Building No. 1 and 2: Lower Ground +Lower Stilt (Part)+Stilt (Part)+ 1 to 3 Podium Floor +1 to 23rd floors, Building No. 3: Lower Ground +Lower Stilt (Part)+Stilt (Part)+ 1st to 3rd Podium floor+1st to 20th floors+21st floor (Part)+club House+1st Floor, Constructed Amenity Building : Ground+1st Floors. Plot A2: Building No. 1: Ground**

(Part) +Stilt (Part) +1 to 2 Floors, **Building No. 2:** Ground (Part) +Stilt (Part) + 1 to 4 Floors+5th Floor (Part).

Revised Commencement Certificate is granted by Thane Municipal Corporation under V.P. No. S06/0228/15/TMC/TDD/1999/16 dated November 29, 2016 for carrying construction on the Said Entire property bearing Survey No. 128, Survey No. 129 Hissa No. 1, Survey No. 129 Hissa No. 2A, Survey No. 129 Hissa No. 3, Survey No.129 Hissa No. 4, Survey 130, Survey No. 131 and Survey No. 132 for carrying on construction of **Plot A1:- Building No. 1 and 2:** Lower Ground +Lower Stilt (Part)+Stilt (Part)+ 1st to 3rd Podium floors +1st to 23rd floors, **Building No. 3:** Lower Ground +Lower Stilt (Part)+Stilt (Part)+ 1 to 3 Podium floors +1st to 11th floors, **Sales Office:** Ground floor, **Club House:** Ground+1st floor, **Constructed Amenity Building :** Ground+1st floor, **Fitness Center:** Lower Ground+ Ground + 1st Podium floor, **Plot A2: Building No. 1:** Ground (Part) +Stilt (Part) +1 to 2 Floors, **Building No. 2:** Ground (Part) +Stilt (Part) + 1st to 6th floors.

6.5 Development Permission

- a. Mr. Nathu Budhya Madhavi and others through their Power Attorney holder Mr. Naresh S. Khetwani has made an application dated July 11, 2013 to sub Divisional Officer, Thane under the provisions of section 43(1) and section 25(A) (1) (f) of BTAL Act 1948 and accordingly permission has been granted for First Property by the Sub Divisional Officer, Thane vide order no. TD/TE.6/KUV/VIP/S.R -113/2013 on November 26, 2013.
- b. Mr. Nathu Budhya Madhavi and others through their Power Attorney holder Mr. Naresh S. Khetwani has made an application dated January 31, 2015 to sub Divisional Officer, Thane under the provisions of section 43(1) and section 25(A) (1) (f) of BTAL Act 1948 and accordingly permission has been granted for Second Property by



the Sub Divisional Officer, Thane vide order no. TD/TE.6/KUV/VIP/S.R -31/2015 on May 02, 2015.

- c. Mr. Dinesh Tulshiram Mhatre and others through their Power Attorney holder Mr. Suresh D. Jain/Mehta has made an application dated August 17, 2015 to sub Divisional Officer, Thane under the provisions of section 43(1) and section 63 of BTAL Act 1948 and accordingly permission has been granted for Sixth Property by the Sub Divisional Officer, Thane vide order no. TD/TE.1/KUV/S.R - 66/2015 and TD/TE.6/KUV/SEC 63/S.R -78/2015 on September 01, 2015 respectively.
- d. Mr. Sudhakar Narayan Manera and others through their Power Attorney holder Mr. Jagdish K. Khetwani has made an application dated March 22, 2016 to sub Divisional Officer, Thane under the provisions of section 43(1) and section 25(A) (1) (f) of BTAL Act 1948 and accordingly permission has been granted for Seventh Property by the Sub Divisional Officer, Thane vide order no. TD/TE.6/KUV/THANE/VIP/SR-10/2016 on May 3, 2016.

6.6 In respect of Environmental Clearance Certificate:

The area of the Said Project exceed stipulated limit and therefore in pursuance of application of the Developers, the Ministry of Environment, Forest and Climate Change has granted sanction for the Said Project vide letter dated January 08, 2016 on terms and conditions contained therein. The Ministry of Environment, Forest and Climate Change has granted revised sanction for the Said Project vide letter dated May 03, 2017 on terms and conditions contained therein.

7. Project Finance:

- (a) The Developers had obtained project finance from the consortium led by Thane Bharat Sahakari Bank Limited and Kalyan Bharat Sahakari Bank for that purpose mortgaged certain portion of Said Entire Property in favour of said Consortium by executing Joint

Deed of Mortgage dated December 30, 2015, which is duly registered with the Sub Registrar of Assurances, Thane at serial number TNN 5/13482/2016. Thane Bharat Sahakari Bank Limited and Kalyan Bharat Sahakari Bank executed Reconveyance Deed dated June 02, 2017 in favour of Developers and others, which is duly registered Sub Registrar of Assurances, Thane at serial no. TNN-5/6413/2017.

- (b) The Developers had also obtained project finance from the consortium led by Thane Bharat Sahakari Bank Limited for that purpose mortgaged certain portion of Said Entire Property in favour of said Consortium by executing Joint Deed of Mortgage dated April 12, 2016, which is duly registered with the Sub Registrar of Assurances, Thane at serial number TNN 5/4698/2016. Thane Bharat Sahakari Bank Limited executed Reconveyance Deed dated June 02, 2017 in favour of Developers and others, which is duly registered Sub Registrar of Assurances, Thane at serial no. TNN-5/6414/2017.
- (c) The Developers had also obtained project finance from the consortium led by Thane Bharat Sahakari Bank Limited for that purpose mortgaged certain portion of Said Entire Property in favour of Janakalyan Sahakari Bank (member bank of said Consortium) by executing Joint Deed of Mortgage dated October 18, 2016, which is duly registered with the Sub Registrar of Assurances, Thane at serial number TNN 5/11799/2016. Thane Bharat Sahakari Bank Limited, Kalyan Bharat Sahakari Bank and Jankalyan Sahakari bank executed Reconveyance Deed dated June 02, 2017 in favour of Developers and others, which is duly registered Sub Registrar of Assurances, Thane at serial no. TNN-5/6416/2017.
- (d) Subsequent to the closure of earlier loan account Developers have obtained project finance from Piramal Finance Limited and for that purpose mortgaged the Said Entire Property in favour of trustees of Piramal Finance Limited through IDBI Trusteeship Services Limited by executing Indenture of Mortgage dated March 30, 2017, which is



duly registered with the Sub Registrar of Assurances, Thane at serial number TNN-5/3420/2017.

8. Details of Litigation:

- (a) The Developers have filed Special Civil suit No. 184 of 2016 for declaration and injunction in the court of Civil Judge Senior Division, Thane against Mr. Nathu Budhya Madhavi and members of his family and the Hon'ble Court has vide its order dated November 30, 2016 granted interim injunction in favour of the Developers. The aforesaid suit is still pending before the Hon'ble Thane Court. Being aggrieved by the aforesaid interim injunction order One of the grand daughter of Mr. Nathu Budhya Madhavi viz. Mrs. Kalpana Fulore (being one of the Defendant in the aforesaid suit) has challenged the aforesaid interim injunction order by way of filing Miscellaneous Civil Appeal No. 51 of 2017 before Senior Division of Thane Court which is also pending . It appears from the perusal of the records that the original land owners including Nathu Budhya Madhavi have conveyed and transferred the land bearing Survey No. Survey No. 129 Hissa No. 2A (Second Property) in favour of the Developers. The Developers shall be required to pursue the court case to safe guard their title with respect to the Second Property.
- (b) One Mr. Nagnath Raghunath Manera and others have filed Regular Civil Suit No. 290 of 2016 for declaration and injunction against the Developers and others claiming possessory rights in respect of the certain portion of Suit Property, being Survey Nos. 225 and 129 lying, being and situate at Village-Kavesar, Taluka and District, however the Hon'ble Court has not passed any restraining order against the Developers and others. It appears from the perusal of the records that Developers have already carried out construction activity to the considerable extent in the second property. We have not found any legal proof supporting claim of Mr. Nagnath Manera and others regarding possessory rights in respect of the certain portion of Suit Property. The Developers shall be required to defend the impending suit for ensuring timely completion of construction

and development activities and for deducing clear and marketable title.

- (c) Mr. Dhanjisha R. Zaveri and others have filed Revision Application No. 63 of 2017 before M.R.T for challenging the judgment and order dated October 14, 2016 passed by learned Sub Divisional Officer, Thane in Tenancy Appeal No. 116 of 2015 in respect of the Second Property. The Sub Divisional Officer, Thane has confirmed the order of Tahsildar Thane in Remand Case no. 4 of 2013. It appears from the perusal of the revenue Records that original land owners Mr. Nathu Budhya Madhavi and others were declared as tenants on Tillers day and Mr. Dhanjisha R. Zaveri and others have never objected to the order of declaration of the tenancy for more than 35 years. It also appears from the perusal of order of Sub Divisional Officer, Thane that Mr. Dhanjisha R. Zaveri and others had represented to the ULC authorities that Second Property was cultivated by Mr. Nathu Budhya Madhavi and others. The Developers shall be required to defend the Appeal for deducing clear and marketable title.

9. **Paper Notice:**

As a part of due diligence we had caused to be published Notice inviting claims on April 07, 2016 in local Marathi newspaper namely Thane Navshakti and on April 07, 2016 in English newspaper namely Free Press Journal. Till date, we have not received any objection in the respect of the said Public Notice.

10. **Conclusion**

- 10.1 On behalf of the Developers, we have verified the title of the Developers and rights of development of the Developers to develop the Said Entire Property on request of the Developers to ascertain the status of the Said Entire property.
- 10.2 The Developers have issued undertaking on July 15, 2017 and thereby confirmed that they have allotted requisite area to the



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concerned land owners in pursuance of the various agreements mentioned in the present title report and further undertaken to ensure compliance of Real Estate (Regulation and Development) Act, 2016 from all the respective land owners.

- 10.2 We have perused the certified copies and plain copies of documents of title relating to the Said Entire property which are known to us to be relevant for the purpose of this report.
- 10.3 We have been provided search report with the Sub Registrar of Assurances for the period of 1986 to May 12, 2016. Therefore opinions and observations shall be qualified and restricted for the said period and also to the extent of availability of record only, as it appears that in some of the cases records are mutilated or unavailable.
- 10.4 The Developer shall be required to repay the loan availed from Piramal Finance Limited i.e. IDBI Trusteeship Services Limited and shall also be required to obtain necessary no objection certificate for sale and transfer of constructed premises on the Said Entire Property.
- 10.5 The Developers shall be required to comply with the terms and conditions of various sanctions and permissions in respect of the Said Entire Property. The Developers shall also be required to execute necessary agreements with the Thane Municipal Corporation for surrender of constructed Amenity Premises/Building.
- 10.6 The Developers have solemnly affirmed that their development rights in respect of the Said Entire Property and agreements and Power of Attorneys with the respective land owners and erstwhile Developers are valid and subsisting.
- 10.7 The details of the litigation mentioned in clause no. 8 hereinabove are pending in the respective courts and the Developers have declared that no other suit is pending in any court with the respect to the validity of said Agreements, Deeds, Power of Attorneys and title of the Said Entire Property.

- 10.8** The information given in this report arises from the examination of the searches and inquiries to the extent of documents provided by Developers for perusal which are attached herewith.
- 10.9** It appears from the perusal of sanctioned plan that, the Said Entire Property has been sub divided into three parts as a result of natural sub-division due to DP Road, out of which Plot No. A1 of the Said Entire Property as shown in the sanctioned plans admeasuring 16895.24 square meters consists of a base building and three towers thereon.
- 10.10** Prima facie it appears that title of the respective Owners of First Property to Eight Property is clear and marketable and the Developers are entitle to Develop Said Entire Property and in particular Said Property, subject to
- Compliance of various terms and conditions of sanctions and permissions granted by various authorities,
 - Fulfillment of contractual obligation with the respective land owners and TMC
 - Defending and/or securing legal rights in all the impending court matters
 - Timely re-payment of Project Finance granted by Piramal Finance Limited.
 - The charge of mortgage

Date : July 17, 2017

Place : Thane

For Prasanna Mate & Associates



Adv. Prasanna Mate

