



**MARKAND GANDHI & CO.**

**ADVOCATES & SOLICITORS**

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Satyen Vora

Ref no. MG/T-011/2011

NOTES ON TITLE

To,

**MR. SANJEEV VASANT DIVEKAR**  
Proprietor of  
**M/s. KRISHNA ESTATES,**  
K-22, RH 1, Sector 7,  
Vashi, Nerul,  
Navi Mumbai.

Sir,

This is to record that we have, for the purpose of preparing notes on your (i.e. M/s. Krishna Estates i.e. "the Owner") title to the properties bearing (i) Plot Nos. 11, 12 and 13 each admeasuring 39.90 sq.mts. and in aggregate admeasuring 119.70 sq.mtrs. or thereabouts, (hereinafter referred to as "THE SAID FIRST PLOT"), (ii) Plot No. 2A admeasuring 45.08 sq.mtrs. or thereabouts, (hereinafter referred to as "THE SAID SECOND PLOT") and (iii) Plot No. 2 admeasuring 1481.50 sq.mtrs or thereabouts (hereinafter referred to as "THE SAID THIRD PLOT") all lying, being and situate at Sector-36, Nerul, Navi Mumbai, of Village Karave, Taluka & District Thane, under Navi Mumbai 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme of City & Industrial Development Corporation of Maharashtra Limited (hereinafter "THE SAID FIRST PLOT", "THE SAID SECOND PLOT" and "THE SAID THIRD PLOT" are collectively referred to as "THE SAID PROPERTIES"), relied on the search taken by our search clerk, Mr. N. D. Rane with respect to the said properties at the Sub-Registrar Offices at Thane, Belapur, Koparkhairane and Vashi for a period of 30 years i.e. from 1981 till 2010 i.e. upto 30<sup>th</sup> December, 2010. A copy of the Search Report is annexed and marked as ANNEXURE "A-1" and "A-2" hereto.

1. We have not raised any requisitions on title. We have however obtained a declaration on title dated 15<sup>th</sup> June 2011 from the Owner and relied on it.

2. We have caused notices to be published in two newspapers namely Free Press Journal and Navabharat Times inviting claims in respect of the said properties, both of which appeared in their issues dated 30<sup>th</sup> December, 2010. We have not received any claims till date in respect to the said properties pursuant to the said public notices.

3. The facts as far as the said Properties are concerned as they appear from the documents are as under: -



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- A. THE CITY AND INDUSTRIAL DEVELOPMENT, CORPORATION (MAHARASHTRA) LTD. (hereinafter referred to as "CIDCO"), a company incorporated under the Companies Act, 1956 (1 of 1956), is the New Town Development Authority declared for the area designated as a site for the Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Sections (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1965. (Maharashtra XXXVII of 1965 (hereinafter referred to as "THE SAID ACT").
- B. The State Government in pursuance of section 113 (A) of the said Act, has been acquiring lands and vesting such lands in the Corporation for development and disposal thereof.
- C. THE SAID FIRST PLOT:
- (a) Originally, (1) Bama Tukaram Bhoir, (2) Shri Laxman Tukaram Bhoir and (3) Smt. Ambubal Vasant Patil (hereinafter jointly referred to as "THE FIRST ORIGINAL OWNERS") were the lawful original owners of various pieces of land lying, being and situate at Nerul, Navi Mumbai, including land bearing Survey No. 37/1 of Village Karave, Taluka & District Thane.
- (b) The above lands of the First Original Owners were thereafter acquired by CIDCO for the purpose of development of New Mumbai Township and separate awards were passed in respect of the aforesaid lands and necessary payments under the awards were also made to the First Original Owners. We have however not perused the awards.
- (c) In view of the opposition by the farmers in the year 1990, a decision was taken by the Government wherein the people whose lands were acquired as aforesaid were to be benefited.
- (d) On or about 28<sup>th</sup> October, 1994, it was decided by the State Government that 12.5% of the actual acquired land be allotted to every affected person whose land was acquired and awards were declared.
- (e) In pursuance of the scheme aforesaid, CIDCO, by its Letter dated 8<sup>th</sup> October 2007, bearing its reference no. CIDCO/Bhoomi/Satyo/Karave/41/2007 allotted Plot Nos. 11, 12 and 13 admeasuring 120



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sq.mts. or thereabouts in aggregate lying being and situate at Sector-36, Nerul, Navi Mumbai, of Village Karave, Taluka & District Thane, to the said First Original Owners subject to the terms and conditions set out therein, a copy whereof is annexed and marked as ANNEXURE 'B' hereto.

- (f) Thereafter the possession of the said First Plot was handed over by CIDCO to the First Original Owners vide Letter of Possession dated 15<sup>th</sup> October 2007, a copy whereof is annexed and marked as ANNEXURE 'C' hereto.
- (g) Pursuant to the aforesaid, by an Agreement to Lease dated 19<sup>th</sup> October, 2007, duly registered with the Joint Sub-Registrar of Assurances at Thane under serial no. TNN-11/5851/2007 made and executed by and between CIDCO (therein referred to as "The Corporation") of the One Part and the First Original Owners (therein referred to as "The Licensees") of the Other Part, CIDCO agreed to grant to the First Original Owners, lease of the said First Plot, for a period of 60 (Sixty) years, from the date as stated therein, for the consideration and on the terms and conditions set out therein.
- (h) Pursuant to an application made by the First Original Owners, by a Letter dated 27<sup>th</sup> December, 2007 bearing Reference No. CIDCO/Vasahat/Satyv/Karave/41/2007, CIDCO informed the First Original Owners that subject to payment of amount mentioned therein, CIDCO would consider granting permission to the First Original Owners to transfer the said First Plot in the name of M/s. Home Builders, a partnership firm on the terms and conditions set out therein.
- (i) By a Tripartite Agreement dated 9<sup>th</sup> January, 2008 duly registered with the Joint Sub-Registrar of Assurances at Thane, under No. TNN-11/174/2008 made and executed by and between CIDCO (therein referred to as "The Corporation") of the First Part, the First Original Owner (therein referred to as "The Original Licensees") of the Second Part and M/s. Home Builders (therein referred to as "The New Licensee") of the Third Part, CIDCO interalia agreed to grant a lease of the said First Plot, to the said M/s. Home Builders and the Original Licensee therein interalia released and relinquished all their rights, title and interest in the said First Plot for the consideration and on the terms and conditions set out therein.

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- (j) By a Letter dated 14<sup>th</sup> January, 2008 bearing Reference No. CIDCO/Vasahat/Satyo/Karave/41/2008, CIDCO informed the said M/s. Home Builders that the name of M/s. Home Builders, through its partners (1) Mr. Milind Mahendra Ruparel, (2) Smt. Minakshi M. Ruparel, (3) Shri Mahendra Karsandas Ruparel and (4) Shri Arpit Mahendra Ruparel, have been recorded as the Licensees in respect of the said First Plot in their records.
- (k) Pursuant to an application made by M/s. Home Builders, by a Letter dated 27<sup>th</sup> September, 2010 bearing Reference No. CIDCO/Vasahat/Satyo/Karave/41/2010, CIDCO informed M/s. Home Builders that subject to payment of amount mentioned therein, CIDCO would consider granting permission to M/s. Home Builders to transfer the said First Plot in the name of the Owner herein i.e. M/s. Krishna Estates, a proprietary concern of Sanjeev V. Divekar.
- (l) By a Tripartite Agreement dated 28<sup>th</sup> September, 2010, duly registered with the Sub-Registrar of Assurances at Thane under No. TNN-4688/2010, made and executed by and between CIDCO (therein referred to as "The Corporation") of the First Part, M/s. Home Builders (therein referred to as the "The New Licensees") of the Second Part and the Owner herein (therein referred to as "The Subsequent New Licensee") of the Third Part, CIDCO interalia agreed to grant a lease of the said First Plot to the Owner herein and the New Licensee therein i.e. M/s. Home Builders interalia released and relinquished all their rights, title and interest in the said First Plot, for the consideration and on the terms and conditions set out therein.
- (m) By a Letter dated 9<sup>th</sup> December, 2010 bearing Reference No. CIDCO/Vasahat/Satyo/Narul/Karave/41/2010, CIDCO informed the Owner herein that the name of the Owner herein has been recorded as Licensee in respect of the said First Plot in their records.
- (n) Under the circumstances, the Owner herein is entitled to obtain a lease in its favour from CIDCO in respect of the said First Plot in terms of the aforesaid Agreement dated 28<sup>th</sup> September, 2010.

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### D. THE SAID SECOND PLOT :

- (a) Originally, Shri Anant Sudam Mhatre (hereinafter referred to as "THE SECOND ORIGINAL OWNER") was the lawful original owner of various pieces of land lying, being and situate at Nerul, Navi Mumbai, including lands bearing Survey Nos. 5/11, 5/15 and 17/5 of Village Karave, Taluka & District Thane.
- (b) The above lands of the Second Original Owner were thereafter acquired by CIDCO for the purpose of development of New Mumbai Township and separate awards were passed in respect of the aforesaid lands and necessary payments under the awards were also made to the Second Original Owner. We have however not perused the awards.
- (c) In view of the opposition by the farmers in the year 1990, a decision was taken by the Government wherein the people whose lands were acquired as aforesaid were to be benefited.
- (d) On or about 28<sup>th</sup> October, 1994 it was decided by the State Government that 12.5% of the actual acquired land be allotted to every affected person whose land was acquired and awards were declared.
- (e) In pursuance of the scheme aforesaid, CIDCO by its Letter dated 30<sup>th</sup> June, 2010, bearing its reference no. CIDCO/Bhoomi/Satyo/117+209/Karave/2010, allotted Plot No. 2A, admeasuring 45.08 sq.mtrs. or thereabouts, lying being and situate at Sector-36, Nerul, Navi Mumbai, of Village Karave, Taluka & District Thane, (hereinafter referred to "the said Second Plot") to the Second Original Owner, on the terms and conditions setout therein, a copy whereof is annexed and marked as ANNEXURE 'D' hereto.
- (f) Thereafter, the possession of the said Second Plot was handed over by CIDCO to the Second Original Owners vide Letter of Possession dated 24<sup>th</sup> August 2010, a copy whereof is annexed and marked as ANNEXURE 'E' hereto
- (g) Pursuant to the aforesaid, by an Agreement to Lease dated 25<sup>th</sup> August, 2010, duly registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN-3/5672/2010 on 25<sup>th</sup> August 2010, made



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and executed by and between CIDCO (therein referred to as "The Corporation") of the One Part and the Second Original Owner (therein referred to as "The Licensee") of the Other Part, CIDCO agreed to grant to the said Second Original Owner, lease of the said Second Plot, for a period of 60 (Sixty) years, from the date as stated therein, for the consideration and on the terms and conditions set out therein.

- (h) Pursuant to an application made by the Second Original Owner, by a Letter dated 24<sup>th</sup> September, 2010 bearing Reference No. CIDCO/Vasahat/ANA/Satyo/117/2010/Karave, CIDCO informed the Second Original Owner that subject to the payment of the amount mentioned therein, CIDCO would consider granting permission to the Second Original Owner to transfer the said Second Plot in the name of the Owner herein i.e. M/s. Krishna Estates, a proprietary concern of Sanjeev V. Divekar.
- (i) By a Tripartite Agreement dated 27<sup>th</sup> September, 2010 duly registered with the Sub-registrar of Assurances at Thane, under No. TNN-6/04643/2010, made and executed by and between CIDCO (therein referred to as "The Corporation") of the First Part, the Second Original Owner (therein referred to as "the Original Licensees") of the Second Part and the Owner herein (therein referred to as "New Licensee") of the Third Part, CIDCO Inter alia agreed to grant a lease of the said Second Plot to the Owner herein and the Original Licensee therein Inter alia released and relinquished all his rights, title and interest in the said Second Plot for the consideration and on the terms and conditions set out therein.
- (j) By a Letter dated 28<sup>th</sup> September, 2010 bearing Reference No. CIDCO/Vasahat/ANA/Satyo/Karave/117/10/6367, CIDCO informed the owner herein that the name of the owner herein, i.e. M/s. Krishna Estates, through its proprietor Mr. Sanjeev Vasant Divekar, has been recorded as Licensees in respect of the said Second Plot in their records.
- (k) Under the circumstances, the Owner herein is entitled to obtain a lease in its favour from CIDCO in respect of the said Second Plot in terms of the aforesaid Agreement dated 27<sup>th</sup> September, 2010.



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### E. THE SAID THIRD PLOT :

- (a) Originally (1) Sahadev Dharma Tandel, (2) Anant Dharma Tandel, (3) Balkrishna Dharma Tandel, (4) Trimbak Dharma Tandel, (5) Keshav Dharma Tandel, (6) Bamubai Laxman Tandel and (7) Vithabai Shamrao Patil were the owners of lands lying being and situate at Nerul, Navi Mumbai, including lands bearing Survey Nos. 69, 70/1, 70/2 and 184/3, Village Karave, Taluka and District - Thane.
- (b) The said Anant Dharma Tandel expired intestate on or about 8<sup>th</sup> January, 1985 surviving him (1) Shri Pandit Anant Tandel (his son), (2) Shri Ratan Anant Tandel (his son), (3) Shri Jaypal Anant Tandel (his son), (4) Shri Thaksen Anant Tandel (his son) (5) Veerbhadra Anant Tandel (his son) and (6) Shri Kashibai Anant Tandel Alias Urmila Laxman Ovelekar Nee Urmila Anant Tandel (his daughter), as his only legal heirs and representatives under the law by which he was governed at the time of his death as is evident from the Heirship Certificate dated 30<sup>th</sup> August 2001, registered with the Sub-Registrar of Assurances at Navi Mumbai under No. TNN/6/4349/2010 issued by the Hon'ble Court of the Jt. Civil Judge (J.D.), Vashi, at C.B.D. Navi Mumbai in M.A. No. 184 of 2001. We may point out here that all the Heirship Certificates reflect description of properties owned by the deceased prior to allotment of land by CIDCO. We are informed that Dhanibai being the wife of Anant Tandel had predeceased the said Anant Dharma Tandel and therefore her name has not been reflected in the Heirship Certificate dated 30<sup>th</sup> August, 2001, which reflects the name of all the above persons as heirs of late Anant Dharma Tandel.
- (c) The said Balkrishna Dharma Tandel expired intestate on or about 28<sup>th</sup> September, 1987 surviving him (1) Smt. Nirabai Balkrishna Tandel (his wife), (2) Smt. Radhabai Ramchandra Patil Nee Radhabai Balkrishna Tandel (his daughter), (3) Smt. Hirabai Mohan Halshikar Nee Hirabai Balkrishna Tandel (his daughter) and (4) Smt. Jyotsna Dattatray Kharadkar Nee Smt. Jyotsna Balkrishna Tandel (his daughter), as his only legal heirs and representatives under the law by which he was governed at the time of his death, as the same is evident from the Heirship Certificate, dated 30<sup>th</sup> January, 2001, duly registered with the Sub Registrar of Assurances at Navi Mumbai under No. TNN/3/1617/2008 issued by the Hon'ble Court of the Jt. Civil Judge (J.D.), Vashi, at C.B.D. Navi Mumbai in M.A. No. 166 of 2000.



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However, the Schedule of the said Heirship Certificate does not mention property bearing Survey Nos. 69, 70/1, 70/2 and 194/3.

- (d) Lands were acquired under the Land Acquisition Act, 1894 by the State Government for the New Bombay Township Scheme vide award passed under provisions of the Land Acquisition Act, 1894 dated 31<sup>st</sup> August, 1989.
- (e) The above lands of the said Sahadev Dharma Tandel and Ors., were thereafter acquired by CIDCO for the purpose of development of New Mumbai Township and separate awards were passed in respect of the aforesaid lands and necessary payments under the awards were also made to the said Sahadev Dharma Tandel and Ors. We have however not perused the awards.
- (f) In view of the opposition by the farmers in the year 1990, a decision was taken by the Government wherein the people whose lands were acquired as aforesaid were to be benefited.
- (g) On or about 28<sup>th</sup> October, 1994 it was decided by the State Government that 12.5% of the actual acquired land be allotted to every affected person whose land was acquired and awards were declared.
- (h) The said Bamubai Laxman Tandel expired intestate on or about 12<sup>th</sup> December, 2001 surviving her (1) Yamunabai Sahadev Tandel, (2) Shri Pandit Anant Tandel (her nephew), (3) Smt. Nirabai Balkrishna Tandel and (4) Trimbak Dharma Tandel, as the same is evident from the Heirship Certificate dated 20<sup>th</sup> July 2005, issued by the Hon'ble Court of the Jt. Civil Judge (J.D.), Vashi, at C.B.D. Navi Mumbai in M.A. No. 219 of 2004. We have relied on the said Heirship Certificate for the purpose of heirship. However, the same does not reflect the names of other nieces and nephews of Bamubai Laxman Tandel namely Nandkumar Sahadev Tandel (her nephew), Shashikant Sahadev Tandel (her nephew), Ratan Anant Tandel (her nephew), Jaypal Anant Tandel (her nephew), Thakser Anant Tandel (her nephew), Kashibai Anant Tandel Alias Smt. Urmila Anant Tandel Nee Urmila Laxman Ovelekar (her niece), Veerbhadra Anant Tandel (her nephew), Dharmapal Keshav Tandel (her nephew), Maia Keshav Tandel (her niece), Rajani Keshav Tandel (her niece), Soni Ravindra Pandhe (her niece), Vithabai Dharma Tandel (her sister), Radhabai

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Balkrishna Tandel Nee Radhabai Ramchandra Patel (her niece), Smt. Hirabai Balkrishna Tandel Nee Hirabai Mohan Halshikar (her niece), and Smt. Jyotsna Balkrishna Tandel Nee Jyotsna Dattatray Kharadkar (her niece).

- (j) The said Sahadev Dharma Tandel expired on or about 16<sup>th</sup> November, 2002, surviving him (1) Yamunabai Sahadev Tandel (his wife), (2) Shri. Nandkumar Sahadev Tandel (his son) and (3) Shri. Shashikant Sahadev Tandel (his son), as his only legal heirs and representatives under the law by which he was governed at the time of his death, as the same is evident from the Heirship Certificate dated 25<sup>th</sup> November, 2004, issued by the Hon'ble Court of the Jt. Civil Judge (J.D.), Vashi, at C.B.D. Navi Mumbai in M.A. No. 152 of 2004.
- (i) The said Keshav Dharma Tandel expired intestate on or about January 2005 surviving him (1) Hirabai Keshav Tandel (his Wife) (2) Shri Dharmapal Keshav Tandel (his son), (3) Smt. Mala Keshav Tandel (his daughter), (4) Smt. Rajani Keshav Tandel (his daughter) and (5) Smt. Soni Ravindra Pandhe (his daughter), as his only legal heirs and representatives under the law by which he was governed at the time of his death. However as per the Heirship Certificate dated 5<sup>th</sup> September, 2007, registered with the Joint Sub-Registrar of Assurances at Navi Mumbai under No.TNN/3/813/2008 issued by the Hon'ble Court of the Jt. Civil Judge (J.D.), Vashi, at C.B.D. Navi Mumbai in M.A. No. 199 of 2007, the said (1) Hirabai Keshav Tandel (his wife) and (2) Dharmapal Keshav Tandel (his son) above are shown as the heirs of the said Keshav Tandel. The Heirship Certificate does not reflect the names of other daughters of Keshav Dharma Tandel namely Smt. Mala Keshav Tandel (his daughter), Smt. Rajani Keshav Tandel (his daughter) and Smt. Soni Ravindra Pandhe (his daughter).
- (k) In the aforesaid circumstances, the following became the owners and entitled to the said lands Trimbak Dharma Tandel, Vithabai Shamrao Patil, Shri Pandit Anant Tandel, Shri Ratan Anant Tandel, Shri Jaypal Anant Tandel, Shri Thaksen Anant Tandel, Shri Kashibai Anant Tandel, Alias Smt. Urmila Anant Tandel Nee Urmila Laxman Ovelekar, Veerbhadra Anant Tandel, Smt. Nirabai Balkrishna Tandel, Smt. Radhabai Balkrishna Tandel Nee Radhabai Ramchandra Patel, Smt. Hirabai Balkrishna Tandel Nee Hirabai Mohan Halshikar, Smt. Jyotsna

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Balkrishna Tandel Nee Jyotsna Dattatray Kharadkar, Yamunabai Sahadev Tandel, Shri. Nandkumar Sahadev Tandel, Shri. Shashikant Sahadev Tandel, Smt. Hirabai Keshav Tandel, Shri Dharmapal Keshav Tandel, Smt. Mala Keshav Tandel, Smt. Rajani Keshav Tandel and Smt. Soni Ravindra Pandhe.

- (l) By various Memorandums of Understanding all dated 14<sup>th</sup> June, 2005, made and executed by (1) Shri Nandkumar Sahadev Tandel, (2) Shri Shashikant Sahadev Tandel, (3) Shri Pandit Anant Tandel, (4) Shri Ratan Anant Tandel, (5) Shri Jaypal Anant Tandel, (6) Shri Thaksen Anant Tandel, (7) Shri Kashibai Anant Tandel, (8) (8) Veerbhadra Anant Tandel (9) Shri Trimbak Dharma Tandel, (10) Smt. Hirabai Keshav Tandel, (11) Shri Dharmapal Keshav Tandel, (12) Smt. Mala Keshav Tandel Nee Mala Dhanaji Bhoir, (13) Smt. Rajani Keshav Tandel, (14) Smt. Soni Ravindra Pandhe and (15) Smt. Vithabai Shamrao Patil, they interalia agreed to sell, transfer and convey all their undivided shares, right, title and interest in the said Lands i.e. Survey Nos. 69, 70/1, 70/2 and 194/3 all admeasuring 17,890 sq. mtrs. situated at Village Karave, Taluka and District - Thane, in favour of M/s. Shree Siddhivinayak Enterprises, a proprietary concern, on the terms and conditions set out therein.
- (m) The said Shri Veerbhadra Anant Tandel (son of Anant Dharma Tandel), expired on or about 26<sup>th</sup> September, 2005 surviving him, his wife Latika Veerbhadra Tandel, as his only legal heir and representative under the law by which he was governed at the time of his death.
- (n) Thereafter, certain disputes arose between the said Shri Nandkumar Sahadev Tandel and Ors. and M/s. Shree Siddhivinayak Enterprises. The said M/s. Shree Siddhivinayak Enterprises filed a suit being Special Civil Suit No 503 of 2005 dated 28<sup>th</sup> October, 2005 in the Hon'ble Court of Civil Judge, Senior Division, Thane, against the said Shri Nandkumar Sahadev Tandel and Ors., for specific performance of the said Memorandums of Understanding, all dated 14<sup>th</sup> June, 2005 and for other reliefs more particularly claimed therein.
- (o) Thereafter, the disputes were amicably settled between the said M/s. Shree Siddhivinayak Enterprises being Plaintiffs and Shri Nandkumar Sahadev Tandel being Defendant No. 1A, Shri Sahshikant Sahadev



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Tandel being Defendant No. 1B, Shri Pandit Anant Tandel being Defendant No. 2A, Shri Ratan Anant Tandel being Defendant No. 2B, Shri Jaypal Anant Tandel being Defendant No. 2C, Shri Thaksan Anant Tandel being Defendant No. 2D, Shri Kashibai Anant Tandel being Defendant No. 2E, Shri Trimbak Dharma Tandel being Defendant No. 3, Smt. Hirabai Keshav Tandel being Defendant No. 4A, Shri Dharmapal Keshav Tandel being Defendant No. 4B, Smt. Mala Dharmapal Tandel being Defendant No. 4C, Smt. Rajani Keshav Tandel being Defendant No. 4D, Smt. Soni Ravindra Pandhe, Shri Nandkumar Sahadev Tandel, being Defendant No. 5A, being Defendant No. 5A, Shri Pandit Anant Tandel, being Defendant No. 5B, Smt. Vithabal Shamrao Tandel, being Defendant No. 6 and Smt. Meerabai Balkrishna Tandel, being Defendant No. 7A, Smt. Ragubai Ramchandra Patil, being Defendant No. 7B, Smt. Heerabai Mohan Halsikar, being Defendant No. 7C, Smt. Jyotsana Dattarya Kharadkar, being Defendant No. 7D, a copy of the Consent Terms filed in the said Suit is annexed as ANNEXURE "F".

- (p) By Deed of Release dated 4<sup>th</sup> February, 2006, duly registered with the Sub-Registrar of Assurances, at Thane, under No. TNN-3/813/2006, made and executed by and between (1) Hirabai Keshav Tandel, (2) Shri Dharmapal Keshav Tandel (therein referred to as "The Releasers") and Ratan Anant Tandel, therein referred to as ("The Releasee") the said Smt. Hirabi Keshav Tandel and Shri Dharmapal Keshav Tandel interalia released all their undivided shares, right, title and interest in the said Lands i.e. Survey nos. 69, 70/1, 70/2 and 194/3 all admeasuring 17,890 sq. mtrs. situated at Village Karave, Taluka and District - Thane, in favour of Ratan Anant Tandel, on the terms and conditions set out therein
- (q) By Deed of Release dated 10<sup>th</sup> March, 2006, duly registered with the Sub-Registrar of Assurances, at Thane, under No. TNN-3/1617/2006, made and executed by and between Smt. Radhabai Ramchandra Patil Nee Radhabai Balkrishna Tandel, therein referred to as ("The Releaser") and Smt. Nirabai Balkrishna Tandel (therein referred to as "The Releasee") the said Smt. Radhabai Ramchandra Patil interalia released all her undivided shares, right, title and interest in the said Lands i.e. Survey nos. 69, 70/1, 70/2 and 194/3 all admeasuring 17,890 sq. mtrs. situated at Village Karave, Taluka and District -



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Thane, in favour of Smt. Nirabai Balkrishna Tandel, on the terms and conditions set out therein.

- (r) In pursuance of the scheme aforesaid, CIDCO by its letter dated 7<sup>th</sup> May 2008 bearing Reference No. CIDCO/Bhoomi/Satyo/Karave/183/08, allotted Plot No. 2 admeasuring 1481.50 sq.mtrs or thereabouts, being the said Third Plot to the said (1) Shri Trimbak Dharma Tandel, (2) Smt. Yamuna Sahadev Tandel, (3) Shri Nandkumar Sahadev Tandel, (4) Shri Shashikant Sahadev Tandel, (5) Shri Thaksen Anant Tandel, (6) Shri Pandit Anant Tandel, (7) Shri Ratan Anant Tandel, (8) Shri Jaypai Anant Tandel, (9) Shri Virbhadra Anant Tandel, (10) Urmila Laxman Ovelekar, (11) Smt. Nirabai Balkrishna Tandel, (12) Smt. Hirabai Mohan Halshikar, (13) Smt. Jyotsna Dattatray Kharadkar and (14) Smt. Vithabai Shamrao Patil, on the terms and conditions setout therein, a copy whereof is annexed and marked as ANNEXURE 'G' hereto. We have relied on the said allotment letter and proceeded on the basis that the persons mentioned therein became absolutely entitled to the said third plot as Lessees subject to terms of the Agreement to lease.
- (s) Thereafter, the possession of the said Third Plot was handed over by CIDCO to the said Shri Trimbak Dharma Tandel & Ors. vide Letter of Possession dated 17<sup>th</sup> June, 2010, a copy whereof is annexed and marked as ANNEXURE 'H' hereto.
- (t) There is no document showing any release of rights of Smt. Mala Keshav Tandel, Smt. Rajani Keshav Tandel and Smt. Soni Ravindra Pandhe in respect of the said old property of the said Third Plot or the said Third Plot, however their names do not appear in the allotment letter issued by CIDCO.
- (u) We are informed that the said Yamunabai Sahadev Tandel has thereafter expired.
- (v) By Deed of Release dated 21<sup>st</sup> April, 2010, duly registered with the Sub-Registrar of Assurances, at Thane, under No. TNN-3/2671/2010, made and executed by and between (1) Smt. Latika Virbhadra Tandel wife of Virbhadra Tandel and (2) Urmila Laxman Ovelekar Alias Kashibai Anant Tandel, therein referred to as ("The Releasers") and Ratan Anant Tandel, therein referred to as ("The Releasee") the said



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Smt. Latika wife of Virbhadr Tandel and Urmila Laxman Ovelekar, interalia release all their undivided shares, right, title and interest in the said Lands i.e. Survey nos. 69, 70/1, 70/2 and 194/3 all admeasuring 17,890 sq. mtrs. situated at Village Karave, Taluka and District - Thane, in favour of Ratan Anant Tandel, on the terms and conditions set out therein. The said Release Deed reflects the description of the old properties i.e. prior to allotment by CIDCO and there is no document available giving details of allotment of the New Survey Numbers / plot nos./ the said third plot corresponding to the Old Survey Numbers.

- (w) Pursuant thereof the disputes between the Plaintiffs and M/s. Home Builders, being Defendant No. 9 and Defendant No. 3 and 7 (a), (c) and (d) were settled and Consent Terms dated 29 April 2010, were filed whereunder it was agreed that the Plaintiffs and the Defendant No. 9 i.e. M/s. Shree Siddhivinayak Enterprises and M/s. Home Builders, shall have equal undivided rights in respect of the suit property as set out therein. It was also agreed that Plaintiff and Defendant No. 9 shall jointly develop the suit property. It was also agreed that the Plaintiff and the Defendant No. 9 shall extend their maximum co-operation to the Defendant No. 9 or their nominees in the matter of the development of the said suit property.
- (x) By an Order dated 30<sup>th</sup> April, 2010 the suit was disposed of in terms of the compromise, a copy of the said Order alongwith the Consent Terms dated 29 April 2010, is annexed herewith as ANNEXURE "I".
- (y) By Deed of Release dated 23<sup>rd</sup> July, 2010, duly registered with the Sub-Registrar of Assurances, at Thane, under No.TNN-6/3574/2010, made and executed by and between Smt. Nirabai Balkrishna Tandel, therein referred to as ("The Releasor") and Smt. Hirabai Mohan Halshikar and Jyotsna Dattaray Kharatkar (therein referred to as "The Releasees") the said Smt. Nirabai Balkrishna Tandel interalia released all her undivided shares, right, title and interest in the said Lands i.e. Survey nos. 69, 70/1, 70/2 and 194/3 all admeasuring 17,890 sq. mtrs. situated at Village Karave, Taluka and District - Thane, in favour of Smt. Hirabai Mohan Halshikar and Anr., on the terms and conditions set out therein. The said Release Deed reflects the description of the old properties i.e. prior to allotment by CIDCO.