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CERTIFICATE OF TITLE

To,
M/s. Maharashtra Developers,
1104, 11TH Floor, Dev Corpora,
Eastern Express Highway,
Opp. Cadbury Junction,
Thane 400 601.

1. At the request of M/s. Maharashtra Developers, a partnership firm duly formed and registered under the provisions of Indian Partnership Act, 1932 (hereinafter for the sake of convenience referred to as "the said Firm"), I have investigated the title of the land bearing Ticks No. 18, CTS No. 75 adn. area 2357.92 sq. mtrs. lying, being and situate at Village Naupada, Taluka & District Thane Registration District and Sub Registration District of Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as "the said Property") which is more particularly described in the Schedule hereunder written.
2. As to investigate the title of the said Property, I have perused the documents concerning to the said Property more particularly described in the "Annexure-A" annexed herewith.
3. I have caused searches to be taken at the office of the Sub-Registrar of Assurances at Thane for last 50 years i.e. from the period 1969 to 2020 (22/01/2020).
4. Upon careful perusal of the papers and documents referred in Annexure-A, I have observed as under:



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The devolution of title to the said Firm in respect of the said Property is as under;

- A) All at relevant time Shri Chandrasant, Yashwant Vally and others were (hereinafter referred to as **the said Land Owners**) the owners of the land bearing Tikka No. 18, CTS No. 75 adm. area 7658 sq. mtrs., Tikka No. 18, CTS No. 76 adm. area 254 sq. mtrs. and Tikka No. 18, CTS No. 80 adm. area 5413 sq. mtrs., totally adm. 13316 sq. mtrs. lying being and situate at Village Naupada, Taluka & District Thane (hereinafter referred to as **the said Larger Property**).
- B) The said Owners had constructed two Buildings out of which one Building known as **"Yashwant Kunj"** having two wings i.e. Wing-A & Wing-B comprising of Ground + 3 Floors (hereinafter referred to as **"the said Yashwant Kunj Building"**) and the second Building known as **"Aaji Krupa"** having two wings i.e. Wing-A & Wing-B comprising of Ground + 4 Floors (hereinafter referred to as **"the said Aaji Krupa Building"**) on the portion of the said Larger Property.
- C) As there were tenements situated in the said Yashwant Kunj Building and the said Aaji Krupa Building, the tenements situated therein were let out to various tenants on monthly tenancy basis for residential purpose and for commercial purpose.
- D) The above referred various tenants of the said Yashwant Kunj Building and the said Aaji Krupa Building were in use and occupation of their respective tenements accordingly, their name also came to be incorporated in "Assessment Extract" of Thane Municipal Corporation.
- E) By Deed of Conveyance dtd. 01/11/2002 r/w. Deed of Correction dtd. 19/01/2004 (hereinafter collectively referred to as the **"the said First Deed of Conveyance"**) executed between the said Land Owners therein referred to as the Vendors of one part and M/s. Nathnath Developers Pvt. Ltd. therein referred to as the Purchaser of the other part, the Vendors therein sold, transferred and conveyed to the Purchaser therein the said Larger Property along



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with the tenancy right of the tenants of the said Yashwant Kurg Building and the said Aaji Krupa Building at or for consideration and upon the terms and conditions stated therein. The said First Deed of Conveyance is registered in the office of Sub-Registrar of Assurances, Thane1 under Sr. No. TNN-1-07558-2002 dtd. 01/11/2002.

- F) By virtue of the said First Deed of Conveyance, M/s. Ratnamani Developers Pvt. Ltd. became the owner of the said Larger Property inter-alia entitled to develop and/or dispose of the same in the manner they deem fit and proper subject to tenancy right of the tenants of the said Yashwant Kurg Building and the said Aaji Krupa Building.
- G) M/s. Ratna Mani Developers Pvt. Ltd. despite of purchasing and acquiring the said Larger Property from the said Owners for its own reason could not develop the said Larger Property hence, they were desirous of selling and disposing of the said Larger Property to the Builder or Developer.
- H) By Development Agreement dtd. 18-05-2004 (hereinafter referred to as the '**the said First Agreement**') executed between M/s. Ratna Mani Developers Pvt. Ltd. therein referred to as the Owners of one part and M/s. Yash Developers therein referred to as the Developers of other part, the Owners therein granted and assigned the development right of the said Larger Property to for development by demolishing the said Yashwant Kurg Building and the said Aaji Krupa Building at or for consideration and upon the terms and conditions stated therein. The said First Agreement is registered in the office of Sub-Registrar of Assurances, Thane1 under Sr. No. TNN-1 -2871-2004 dtd. 02/06/2004.
- I) Pursuant to the said First Agreement, the Owners therein executed Power of Attorney dtd. 18/05/2004 (hereinafter referred to as the '**the said First POA**') in favour of the Developers therein to do various acts, deeds, matters and things for and in respect of the said Larger Property. The said First POA is registered in the office



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- of Sub-Registrar of Assurances, Thane) under Sr. No. TNN-1 -317-2004 dttd. 02/06/2004.
- d) The Government of Maharashtra had declared the part of the said Larger Property as "SLUM" under the provisions of Maharashtra Slum Area (Improvement, Clearance and Re-Development) Act, 1971 (**the Slum Act**).
- e) M/s. Yash Developers pursuant to acquiring development right of the said Larger Property had evolved a scheme for sub-division of the said Larger Property in two parts i.e.:
- (i) Sub-Plot "A" adm. 10997.42 sq. mtrs. comprising of Tika No. 18, CTS No. 75 (pt.), 76 and 80 which is subsequently developed by M/s. Yash Developers under "Slum Re-development Scheme" under V.P.No. 2005/112 /TMC/TDDP/TPS/26 dttd. 16/12/2005;
- (ii) Sub-Plot "B" adm. 2357.92 sq. mtrs. comprising of Tika No. 18, CTS No. 75 (pt.) with two buildings known as the said Yashwant Kunj Building with Wing- A & B and the said Aaji Krupa Building with Wing- A & B being **the said Property** herein.
- l) M/s. Yash Developers for its own reason could not re-develop the said Property hence was lookout on assigning the development right of the said Property to prospective Developers.
- m) Thane Municipal Corporation issued notice dttd. 06/01/2006 inter-alia declaring the said Yashwant Kunj Building and the said Aaji Krupa Building in dilapidated condition and dangerous for inhabitation and directed to vacate the same, as the above said buildings were required to be demolished.
- n) The Tenants of the said Yashwant Kunj Building and the said Aaji Krupa Building were required to file Reg. Civil Suit No.335/2006 in the court of the Civil Judge (J.D.), Thane inter-alia challenging the notice issued by Thane Municipal Corporation.
- o) The Civil Judge (J.D.), Thane refused to grant any interim relief to the tenants which was confirmed by the District Judge, Thane



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however, being aggrieved by the order passed by the District Judge, Thane inter-alia rejecting the interim relief, the tenants filed writ petition being Writ Petition No. 8515/2006 before the Hon'ble High Court, Bombay inter-alia challenging the order passed by the District Judge, Thane.

- F) The Hon'ble High Court, Bombay granted interim relief to the tenants in Writ Petition No. 8515/2006 further, the Hon'ble High Court, Bombay vide an order dttd. 11/04/2007 passed in Writ Petition No. 8515/2006, M/s. Nandkarni and Co. was appointed as Court Commissioner to inspect the above said Buildings and submit its report.
- G) Thereafter said M/s. Nandkarni and Co. after inspection of the said Building submitted its report dated 16/04/2007, in respect of the said Building in the said report M/s. Nandkarni and Co. stated that Wing B of the said Building yashwant Kurnj was in dilapidated condition and Wing A was not at all in dangerous condition. Upon such report, Wing B of the said building came to be removed by protecting the rights of the tenants.
- H) Some of the tenant of the said Yashwant Kurnj building had filed another suit bearing No. Reg. Civil Suit No. 225/2007 against the Thane Municipal Corporation and others, the above said suit came to be dismissed for default.
- I) By Development Agreement dttd. 12-03-2007 (hereinafter referred to as the '**the said Second Agreement**') executed between M/s. Yash Developers therein referred to as the Assignors of one part and M/s. Maharashtra Developers being the said Firm herein therein referred to as the Assignee of other part, the Assignor therein granted and assigned the development right of the said Property to the said Firm for re-development of the said Property by demolishing the said Yashwant Kurnj Building and the said Aaji Krupa Building at or for consideration and upon the terms and conditions stated therein. The said Second Agreement is registered in the office of Sub-Registrar of Assurances, Thane! under Sr. No. TNN1-01390-2007 dttd. 12/03/2007.



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- T) Pursuant to the said Second Agreement, M/s. Yash Developers being the Assignors therein executed Power of Attorney dtd. 12/03/2007 (hereinafter referred to as the **"the said Second POA"**) in favour of the Assignee therein to do various acts, deeds, matters and things for and in respect of the said Property. The said Second POA is registered in the office of Sub-Registrar of Assurances, Thane 1 under Sr. No. TNN-1-229-2007 dtd. 12/03/2007.
- U) By Declaration Cum Indemnity dtd. 12/03/2007 (hereinafter referred to as **"the said DCI"**) M/s. Yash Developers being the Assignors therein indemnified the Assignee therein with regards to various representations and statement being given by the Assignors therein. The said DCI is duly notarized before the Public Notary.
- V) Pursuant to the said Second Agreement, M/s. Yash Developers vide Letter of Possession dtd. 12/03/2007 (hereinafter referred to as **"the said Possession Letter"**) therein handed over the physical and legal possession of the said Property together with the right and obligations of the tenants and occupants of the said Yashwant Kurj Building and the said Aaji Krupa Building without reserving any right to the said Firm.
- W) Pursuant to the said Second Agreement, M/s. Yash Developers vide Letter dtd. 09/07/2007 (hereinafter referred to as **"the said Intimation Letter"**) informed all the tenants of the said Yashwant Kurj Building and the said Aaji Krupa Building with regards to assignment of the development right of the said Property along with the right and obligations of the tenants and occupants of the said Yashwant Kurj Building and the said Aaji Krupa Building. M/s. Yash Developers further requested all the tenants to extend their full co-operation to the said Firm in the matter of development of the said Property and also requested to enter in to appropriate agreement /understanding with the said Firm in respect of their respective tenements including surrender of their tenancy right and possession of their respective tenements.
- X) The said Yashwant Kurj Building and the said Aaji Krupa Building which were in use and occupation of the tenants was in dilapidated



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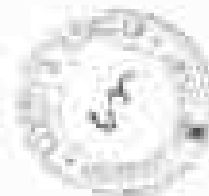
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condition as it had outlived its utility and as such was beyond repair. The Thane Municipal Corporation vide notice/letter dtd. 17/09/2010 (**the Notice**) declared the said Yashwant Kunj Building and the said Aaji Krupa Building dangerous for habitation/occupation.

- Y) Pursuant to the notice issued by Thane Municipal Corporation, the tenants and occupants vacated the said Yashwant Kunj Building and the said Aaji Krupa Building and by virtue of which the said Yashwant Kunj Building and the said Aaji Krupa Building was being vacant.
- Z) The said Firm vide Admission Cum Partnership Deed dtd. 10/05/2011 (hereinafter referred to as "**the said Deed of Admission**") admitted 1) Shri Vinod Vasant Joshi, 2) Shri Manoj Velji Shah, 3) Shri Nirmal Devichand Solanki and 4) Smt. Hiral Jaynik Shah as new partners in the said Firm upon the terms and conditions stated therein.
- AA) By virtue of the said Deed of Admission, there were total number of 6 partners namely 1) Shri Rakesh Sitaram Maheshwari, 2) Shri Mukesh Sitaram Maheshwari, 3) Shri Vinod Vasant Joshi, 4) Shri Manoj Velji Shah, 5) Shri Nirmal Devichand Solanki and 6) Smt. Hiral Jaynik Shah in the said Firm.
- BB) During the pendency of Reg. Civil Suit No.335/2005 in the court of the Civil Judge (J.D.), Thane, with the consent of the parties retired High Court Judge, Shri Halbe was appointed as mediator to resolve the issues. During the course of mediation and through the interventions of other persons, the tenants and the said Firm formulated terms of settlement, broadly contemplating the redevelopment of the said Property by the said Firm, by way of construction of multi storied building over the said property, i.e. in place of the said Yashwant Kunj Wing A and B and neighboring building known as Aaji Kripa and allotment of the new premises to the tenants, on free hold ownership basis at the concessional agreed rate.



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- CC) As the part of the broad settlement, the tenants and the said Firm have decided to execute the Memorandum of Understanding (**the MOU**) with each tenant, then ultimately to settle the said pending suit by filing consent terms after sanctioning of the plans of the proposed new building accordingly, the MOU with various tenants came to be executed by the said Firm in respect of their respective tenements inter-alia assuring them to provide alternative accommodation on ownership basis in lieu of their tenancy right.
- DD) The MOU contemplated various terms and conditions as well as obligation, which are to be complied with by the said Firm and hence the tenants consistently following up with the said Firm to comply with the same and initiate talk and negotiation with other tenants and also to proceed for appointment of an architect and prepared plans for re-development of the said Property. The tenants accordingly, addressed a notice dtd. 10/06/2014 to the said Firm inter-alia called upon them to comply with the terms and conditions of the MOU.
- EE) By Deed of Retirement from Partnership dtd. 21/07/2014 (hereinafter referred to as "**the said Deed of Retirement**") 1) Shri Manoj Veji Shah, 2) Shri Kirpal Devichand Solanki and 3) Smt. Hiral Jaynik Shah got retired from the said Firm.
- FF) By virtue of the said Deed of Retirement, 3 partners namely 1) Shri Suresh Sitaram Maheshwari, 2) Shri Mukesh Sitaram Maheshwari and 3) Shri Vitrod Vasant Jushi remained in the said Firm.
- GG) By Deed of Conveyance dtd. 22-07-2014 (hereinafter referred to as the "**the said Second Deed of Conveyance**") executed between Katsnamani Developers Pvt. Ltd. therein referred to as the Vendors of the First Part and M/s. Yash Developers therein referred to as the Confirming Party of the Second Part and the said Firm therein referred to as the Purchaser of the Third Part, the Vendors therein with the consent and knowledge of the Confirming Party therein will transferred, conveyed and assigned the said Property together with the tenancy right of tenants and occupants of the said



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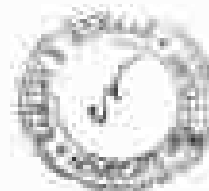
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tenanted premises situated in the said Yashwant Kurg Building and the said Aaji Krupa Building to the Purchaser therein at or for consideration and upon the terms and conditions stated therein. The said Second Deed of Conveyance is registered in the office of Sub-Registrar of Assurances, Thane-1 under Sr. No. TNNS-7236-2014 dtd. 22/07/2014.

- HH) By virtue of the said Second Deed of Conveyance, the said Firm became the owner of the said Property inter-alia entitled to demolish the said Property by demolishing the said Yashwant Kurg Building and the said Aaji Krupa Building by providing the alternative accommodations to the tenants/occupants of the said tenanted premises situated in the said Yashwant Kurg Building and the said Aaji Krupa Building.
- II) The said Firm vide diverse letter all dtd. 01/11/2014 inter-alia informed the tenants that, they had purchased the said Property along with the above said two building vide the said Second Deed of Conveyance and further called upon the tenants to meet the partner of the said Firm along with all the documents more particularly stated in the above said letter and also enclosed the draft of the Tenancy Agreement said called upon them to execute the same.
- JJ) The Tenants of the above said two building jointly addressed letter dtd. 10/12/2014 to the said Firm and its partners and informed the said Firm that, the rights and liabilities of the tenants as well as the said Firm are decided by the MOU's entered by and between the tenants and the said Firm, the tenants further informed that none of the requirements as laid down by the tenants vide notice dtd. 10/06/2014 were complied with by the said Firm.
- KK) The said Firm, through its Advocate addressed letter dtd. 31-12-2014 to the tenants inter-alia stating therein that, the basements of the respective tenants are required by them for the purpose of demolition of the said Building to construct new building thereon and further, the said Firm called upon the tenants accord their written consent for demolition of the said building and also to vacate



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the tenements and hand over the possession thereof to the said Firm within 15 days from the date of letter.

- LL) The tenants through its Advocate replied the letter dtd. 31-12-2014 sent by the said Firm vide letter dtd. 03-02-2015 inter-alia stating therein that, the MOU executed with each of the tenants is concluded contract and right and liabilities of the parties are enumerated in the MOU and the said Firm is duty bound to act in accordance with the same. In the reply dtd. 03-02-2015 it is further stated by the tenants that all the tenants are ready and willing for development of the said Property but in fact, the said Firm is creating hurdle in the development of the said Property.
- MM) The said Firm through its Advocate addressed letter dtd. 10-03-2015 in response to the letter dtd. 03-02-2015 received from the tenants inter-alia stating therein that, since the tenants had not dwell on the MOU as also neither of the parties acted upon the MOU in furtherance thereof hence, the MOU is nullity, the said Firm further denied that, the MOU is concluded contract.
- NN) The tenants through its Advocate replied the letter dtd. 10-03-2015 sent by the said Firm vide letter dtd. 12-05-2015 inter-alia stating therein that, the MOU executed with each of the tenants is concluded contract and same is enforceable and called upon the said Firm to abide by its commitments as per the MOU.
- OO) In view of non compliance on part of the said Firm with regards to various terms and conditions of the MOU despite of the said Firm being informed and called upon by the tenants vide various letters and notices, as also due to the acts of omission on part of the said Firm, apprehension was created in the mind of the tenants that, the said Firm in order to frustrate the claim of the tenants may cause any act in any manner prejudicial to the interest of the tenants. The tenants in apprehension as aforesaid by invoking the Arbitration clause of the MOU approached the District Court, Thane inter-alia seeking interim reliefs and filed Misc. Application No. 291/2015 before the Hon'ble District Judge, Thane.



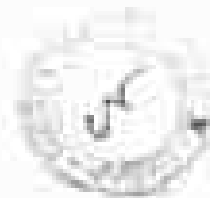
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- FF) The tenants as filed Arbitration Petition No. 81/2015 against the said Firm before the Hon'ble High Court, Bombay accordingly, the Hon'ble High Court, Bombay the Hon'ble High Court, Bombay vide its order dttd. 07/09/2017 appointed retired High Court Judge Shri S. S. Desmukh as the Arbitrator. At present total number of 6 Arbitration Petition is pending before the Hon'ble Arbitral Tribunal consisting of Hon'ble Shri S.S. Desmukh.
- GG) The tenants in the above referred 6 Arbitration Petition sought the relief of specific performance of the MOU against the said Firm.
- HH) One "Public Notice" came to be published in "Free Press" Newspaper on 05/11/2018 and "Thane Vaibhav" Newspaper on 03/11/2018 by Shri Prasanna Mate, Advocate for and on behalf of the said Firm in respect of the said Property inter-alia inviting claim and objection of the public at large with regards to their claim in the said Property in whatever mode.
- II) The said Firm represented that, pursuant to publication of above referred two public notice objection lodged by the various tenants inter-alia intimating therein with regards to their claim and interest in the tenements situated in above said two buildings and also some claim lodged by the persons other than the tenants inter-alia intimating their interest in the said Property.
- JJ) As stated hereinabove that, in fact the said Yashwantrao Kumbh Building and the said Aaji Krupa Building was in dilapidated condition and required to be demolished and new building in place thereof was required to be constructed. The said Firm could not re-developed the said Property despite of acquiring the development right of the said Property and also by entering in to the MOU with various tenants of the said Yashwantrao Kumbh Building and the said Aaji Krupa Building due to financial crunch and also inability to settle with some of the tenants/occupants of the said Yashwantrao Kumbh Building and the said Aaji Krupa Building.
- KK) The said Firm in view of aforesaid problem, was looking to generate financial liquidity by admitting new partner/s in the said Firm who could bring capital in the said Firm so, the said Firm with the help of



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such finance could be able to develop the said Property by demolishing the said Yashwantrao Kumbh Building and the said Aaji Krupa Building by settling the tenants by way of providing them alternative accommodation on ownership basis upon the terms and conditions and consideration mutually agreed by and between them or get vacated the tenanted premises of the respective tenements by obtaining the surrender of tenancy from them by paying them compensation as mutually agreed by and between them.

WW) By Deed of Admission cum Reconstituted Partnership dtd. 25/10/2019 (hereinafter referred to as "the said Deed of Admission") made and executed between, 1) Shri Rakesh S. Maheshwari, 2) Shri Mukesh S. Maheshwari and 3) Shri Vinod V. Joshi therein referred to as the Continuing Partners and 1) Shri Dinesh Puternal Jain, 2) Shri Nimit Jitendra Mehta and 3) Shri Manthan Jitendra Mehta therein referred to as the Incoming Partners, the Continuing Partners therein admitted the Incoming Partners as partners of the said Firm upon the terms and conditions stated therein.

WW) By virtue of the said Deed of Admission, now there are total number of 6 partners namely 1) Shri Rakesh S. Maheshwari, 2) Shri Mukesh S. Maheshwari, 3) Shri Vinod V. Joshi, 4) Shri Dinesh Puternal Jain, 5) Shri Nimit Jitendra Mehta and 6) Shri Manthan Jitendra Mehta in the said Firm.

3) You have represented me about pending litigations and litigations which have been disposed of in respect of the said Property as under:

A) **BMT. CHAYA S. WALKE & ORS.**,

(i) **Regular Civil Suit No. 33/2009**

a) The said Firm (the Plaintiff) has filed present suit against Shri Suman R. Walke (the Defendant) under the provisions of Maharashtra Rent Control Act, 1999 inter-alia for eviction from tenement.



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ii) The Hon'ble Civil Judge (J.D.), Thane vide order dtd. 20/08/2010 Ex-parte decreed the suit in favour of the Plaintiff.

iii) Misc. Application No. 635/2011:

a) Being aggrieved by order dtd. 20/08/2010 passed by the Hon'ble Civil Judge (J.D.), Thane in Reg. Civil Suit No. 33/2009, Smt. Chaya S. Walker & Ors. (LR's of deceased Suman R. Walker) filed the present Misc. Application before the Hon'ble Civil Judge (J.D.), inter-alia for setting aside Ex-parte Decree.

b) The Hon'ble Civil Judge (J.D.), Thane vide order dtd. 20/06/2016 rejected the present application.

iii) Writ Petition No. 13129/2016

a) Being aggrieved by the order dtd. 20/06/2016 passed by the Hon'ble Civil Judge (J.D.), Thane in Misc. Application No.635/2011, Smt. Chaya S. Walker & Ors. have filed the present writ petition before the Hon'ble High Court, Bombay inter-alia challenging the order dtd. 20/06/2016 passed by the Hon'ble Civil Judge (J.D.), Thane in Misc. Application No.635/2011.

b) The said Firm challenged the writ petition on the ground of maintainability accordingly, the petitioner withdrew the writ petition with liberty to file Misc. Civil Appeal which came to be allowed by the Hon'ble High Court, Bombay vide its order dtd. 15/01/2018.

iv) Misc. Civil Appeal No.40/2018

a) Pursuant to order dtd. 15/01/2018 passed by the Hon'ble High Court, Bombay, Smt. Chaya S. Walker & Ors. have filed the present Misc. Civil Appeal before the District Judge, Thane inter-alia challenging the order dtd. 20/06/2016 passed by the Hon'ble Civil Judge (J.D.), Thane in Misc. Application No.635/2011.

b) The District Judge, Thane vide its order dtd. 11/01/2019 dismissed the present Misc. Civil Appeal.



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Remark:

You have represented me that, till the date Smt. Chaya S. Walke & Ora, have not filed any appeal/writ petition against order dtd. 11/01/2019 passed by the District Judge, Thane in Misc. Civil Appeal No.40/2018.

P) SHRI GANPATI S. GAONKAR:-

(i) Regular Civil Suit No. 23/2009:

- a) The said Firm (the Plaintiff) has filed present suit against Shri Ganpati S. Gaonkar (the Defendant) under the provisions of Maharashtra Rent Control Act, 1999 inter-alia for eviction from tenement.
- b) The Hon'ble Civil Judge (J.D.), Thane vide order dtd. 20/08/2010 Ex-parte decreed the suit in favour of the Plaintiff.

(ii) Misc. Application No. 628/2011:

- a) Being aggrieved by order dtd. 20/08/2010 passed by the Hon'ble Civil Judge (J.D.), Thane in Reg. Civil Suit No. 23/2009, Shri Ganpati S. Gaonkar filed the present Misc. Application before the Hon'ble Civil Judge (J.D.), inter-alia for setting aside Ex-parte Decree.
- b) The Hon'ble Civil Judge (J.D.), Thane vide order dtd. 20/06/2016 rejected the present application.

(iii) Writ Petition No. 13130/2016:

- a) Being aggrieved by the order dtd. 20/06/2016 passed by the Hon'ble Civil Judge (J.D.), Thane in Misc. Application No.628/2011, Shri Ganpati S. Gaonkar has filed the present writ petition before the Hon'ble High Court, Bombay inter-alia challenging the order dtd. 20/06/2016 passed by the Hon'ble Civil Judge (J.D.), Thane in Misc. Application No.628/2011.
- b) The said Firm challenged the writ petition on the ground of maintainability accordingly, the petitioner withdrew the writ petition with liberty to file Misc. Civil Appeal which came to be



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allowed by the Hon'ble High Court, Bombay vide its order dtd. 15/01/2018.

(IV) **Misc. Civil Appeal No. 37/2018:**

- a) Pursuant to order dtd. 15/01/2018 passed by the Hon'ble High Court, Bombay, Shri Ganpati S. Ganekar has filed the present Misc. Civil Appeal before the District Judge, Thane inter-alia challenging the order dtd. 20/06/2016 passed by the Hon'ble Civil Judge (J.D.), Thane in Misc. Application No. 628/2011.
- b) The District Judge, Thane vide its order dtd. 11/01/2019 dismissed the present Misc. Civil Appeal.

(V) **Writ Petition No. 5232/2019:**

Being aggrieved by the order dtd. 11/01/2019 passed by the District Judge, Thane, Shri Ganpati S. Ganekar filed present writ petition inter-alia challenging the order dtd. 11/01/2019 passed by the District Judge, Thane in Misc. Civil Appeal No. 37/2018 which is pending for admission.

(C) **SMT. KALPANA P. SATHI & ORS.:-**

(i) **Regular Civil Suit No. 22/2009:**

- a) The said Firm (the Plaintiff) has filed present suit against Shri Prakash R. Sathie (the Defendant) under the provisions of Maharashtra Rent Control Act, 1999 inter-alia for eviction from tenement.
- b) The Hon'ble Civil Judge (J.D.), Thane vide order dtd. 26/07/2010 Ex-parte decreed the suit in favour of the Plaintiff.

(ii) **Misc. Application No. 627/2011:**

- a) Being aggrieved by order dtd. 26/07/2010 passed by the Hon'ble Civil Judge (J.D.), Thane in Reg. Civil Suit No. 22/2009, Smt. Kalpana P. Sathi & Ors. (L'n of the deceased Prakash R. Sathie) filed the present Misc. Application before the Hon'ble Civil Judge (J.D.), inter-alia for setting aside Ex-parte Decree.
- b) The Hon'ble Civil Judge (J.D.), Thane vide order dtd. 20/06/2016 rejected the present application.



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(iii) **Writ Petition No. 13128/2016**

- a) Being aggrieved by the order dtd. 20/06/2016 passed by the Hon'ble Civil Judge (J.D.), Thane in Misc. Application No.628/2011, Smt. Kalpana P. Sathe & Ors. has filed the present writ petition before the Hon'ble High Court, Bombay inter-alia challenging the order dtd. 20/06/2016 passed by the Hon'ble Civil Judge (J.D.), Thane in Misc. Application No.627/2011.
- b) The said Firm challenged the writ petition on the ground of maintainability accordingly, the petitioner withdrew the writ petition with Ebury to file Misc. Civil Appeal which the Hon'ble High Court, Bombay vide its order dtd. 15/01/2018 allowed.

(iv) **Misc. Civil Appeal No.41/2018**

- a) Pursuant to order dtd. 15/01/2018 passed by the Hon'ble High Court, Bombay, Smt. Kalpana P. Sathe & Ors. has filed the present Misc. Civil Appeal before the District Judge, Thane inter-alia challenging the order dtd. 20/06/2016 passed by the Hon'ble Civil Judge (J.D.), Thane in Misc. Application No.627/2011.
- b) The District Judge, Thane vide its order dtd. 11/01/2019 dismissed the present Misc. Civil Appeal.

(v) **Writ Petition (Stamp) No. 27638/2019**

Being aggrieved by the order dtd. 11/01/2019 passed by the District Judge, Thane, Smt. Kalpana P. Sathe & Ors. has filed present writ petition inter-alia challenging the order dtd. 11/01/2019 passed by the District Judge, Thane in Misc. Civil Appeal No. 41/2018 which is pending for admission.

(i) **SHRI SIMHENDRA S. SHARMA :-**

(ii) **Regular Civil Suit No. 28/2009**

- a) The said Firm (the Plaintiff) has filed present suit against Shri Simhendra S. Sharma (the Defendant) under the provisions of Maharashtra Rent Control Act, 1999 inter-alia for eviction from tenement.



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b) The Hon'ble Civil Judge (J.D.), Thane vide order dtd. 26/07/2010 Ex-parte decreed the suit in favour of the Plaintiff.

(II) **Misc. Application No. 629/2011:**

a) Being aggrieved by order dtd. 26/07/2010 passed by the Hon'ble Civil Judge (J.D.), Thane in Reg. Civil Suit No. 24/2009, Shri Sushendra S. Sharma has filed the present Misc. Application before the Hon'ble Civil Judge (J.D.), inter-alia for setting aside Ex-parte Decree.

b) The Hon'ble Civil Judge (J.D.), Thane vide order dtd. 20/06/2016 rejected the present application.

(III) **Misc. Application No. 375/2016:**

a) Being aggrieved by the order dtd. 20/06/2016 passed by the Hon'ble Civil Judge (J.D.), Thane in Misc. Application No.629/2011, Shri Sushendra S. Sharma had intended to file Misc. Civil Appeal inter-alia to challenge the order dtd. 20/06/2016 since there was delay in filing the Misc. Civil Appeal hence, Shri Sushendra S. Sharma has filed the present Misc. Civil Appeal before the Hon'ble District Judge, Thane for condonation of delay inter-alia praying therein to condone the delay in filing the Misc. Civil Appeal.

b) The Hon'ble District Judge, Thane vide its order dtd. 24/01/2019 condoned the delay in filing the Misc. Civil Appeal subject to cost of Rs. 2000/-.

(IV) **Misc. Civil Appeal No.54/2017:**

a) Pursuant to order dtd. 24/01/2019 passed by the Hon'ble District Judge, Thane, Shri Sushendra S. Sharma has filed the present Misc. Civil Appeal before the District Judge, Thane inter-alia challenging the order dtd. 20/06/2016 passed by the Hon'ble Civil Judge (J.D.), Thane in Misc. Application No.629/2011.

b) The present Misc. Civil Appeal is pending and it is at the stage of "Awaiting Notice".



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(K) **SHRI SHAILENDRA G. TIWARI:-**

(I) **Regular Civil Suit No. 29/2009:-**

- a) The said Firm (the Plaintiff) has filed present suit against Shri Shaileendra G. Tiwari (the Defendant) under the provisions of Maharashtra Rent Control Act, 1999 inter-alia for eviction from tenement.
- b) The Hon'ble Civil Judge (J.D.), Thane vide order dtd. 20/08/2010 Ex-parte decreed the suit in favour of the Plaintiff.

(II) **Misc. Application No. 862/2011**

- a) Being aggrieved by order dtd. 20/08/2010 passed by the Hon'ble Civil Judge (J.D.), Thane in Reg. Civl Suit No. 29/2009, Shri Shaileendra G. Tiwari has filed the present Misc. Application before the Hon'ble Civil Judge (J.D.), inter-alia for setting aside Ex-parte Decree.
- b) The Hon'ble Civil Judge (J.D.), Thane vide order dtd. 03/11/2014 rejected the present application.

(III) **Regular Dakhast No. 12/2011:-**

- a) The said Firm with a view to execute Ex-parte Decree dtd. 20/08/2010 filed the present execution proceeding before the Hon'ble Civil Judge (J.D.), Thane.
- b) The Regular Dakhast No.12/2011 filed by the said Firm is pending for disposal.

(IV) **Regular Civil Suit No. 421/2014:-**

- a) Shri Shaileendra G. Tiwari has filed the present suit against the said Firm for declaration and stay of execution proceeding in Regular Dakhast No.12/2011 before the Hon'ble Civil Judge (J.D.), Thane.
- b) The Hon'ble Civil Judge (J.D.), Thane vide its order dtd. 24/09/2014 stayed the execution proceeding of Regular Dakhast No.12/2011 and the present matter is pending for disposal.



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F) ARBITRATION PROCEEDINGS:

You have represented me that following Arbitration Proceedings are pending before the Sole Arbitrator, Shri Sadashiv S. Desmukh:

I) Arbitration Proceeding No. 1/2017:

- a) Shri Churanjeet Totaram Obhan (the **Petitioner**) has filed the present claim before the Sole Arbitrator, Shri Sadashiv S. Desmukh against M/s. Maharashtra Developers (the **Respondent**) inter-alia for specific performance of Memorandum of Understanding dttd. 26/03/2012 executed between M/s. Maharashtra Developers and Shri Churanjeet Totaram Obhan & Ors in respect of the Godown No. A-1/B on the Ground Floor of the Building known as Yashwanth Kunj, Wing B and Shop No. 1 as well as Godown behind Shop No.2 and 3 on the Ground Floor of the Building known as Yashwanth Kunj, Wing B and Godown and room No.1 situated on 1st floor of the Building Yashwanth Kunj, Wing B.
- b) M/s. Maharashtra Developers has filed its written statement in the above said Arbitration Proceeding and have opposed the claim of the Petitioner.
- c) The Sole Arbitrator, Shri Sadashiv S. Desmukh vide award dttd. 12/01/2020 allowed the claim petition and directed the Respondent to comply the terms of the Memorandum of Understanding dttd. 26/03/2012 in respect of the Godown No. A-1/B on the Ground Floor of the Building known as Yashwanth Kunj, Wing B and Shop No. 1 as well as Godown behind Shop No.2 and 3 on the Ground Floor of the Building known as Yashwanth Kunj, Wing B and Godown and room No.1 situated on 1st floor of the Building Yashwanth Kunj, Wing B.

II) Arbitration Proceeding No. 2/2017:

- a) Shri Pramod Purjishai Patel & Ors. (the **Petitioner**) have filed the present claim before the Sole Arbitrator, Shri Sadashiv S. Desmukh against M/s. Maharashtra Developers (the **Respondent**) inter-alia for specific performance of Memorandum of Understanding dttd. 24/02/2012 executed between M/s. Maharashtra Developers and



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Shri Pramod Pandurang Patel & Ors in respect of shop No. A-6 on the Ground Floor of the Building Yashwant Kunj, Wing A.

- b) M/s. Maharashtra Developers has filed its written statement in the above said Arbitration Proceeding and have opposed the claim of the Petitioner/Applicant.
- c) The Sole Arbitrator, Shri Sadashiv S. Desmukh vide award dttd. 12/01/2020 allowed the claim petition and directed the Respondent to comply the terms of the Memorandum of Understanding dttd. 24/02/2012 in respect of shop No. A-6 on the Ground Floor of the Building Yashwant Kunj, Wing A.

III) Arbitration Proceeding No. 3/2017:

- a) M/s. Hindustan Trading Agencies (the **Petitioner**) have filed the present claim before the Sole Arbitrator, Shri Sadashiv S. Desmukh against M/s. Maharashtra Developers (the **Respondent**) inter-alia for specific performance of Memorandum of Understanding dttd. 16/05/2012 executed between M/s. Maharashtra Developers and Shri Pramod Pandurang Patel & Ors. in respect of Shop No.3 on the ground floor of the building known as Yashwant Kunj, Wing B and Memorandum of Understanding dttd. 16/05/2012 executed between M/s. Maharashtra Developers and Shri Pramod Pandurang Patel & Ors. in respect of Shop No.2 on the ground floor of the building known as Yashwant Kunj, Wing A.
- b) M/s. Maharashtra Developers has filed its written statement in the above said Arbitration Proceeding and have opposed the claim of the Petitioner/Applicant.
- c) The Sole Arbitrator, Shri Sadashiv S. Desmukh vide award dttd. 12/01/2020 allowed the claim petition and directed the Respondent to comply the terms of the Memorandum of Understanding dttd. 16/05/2012 in respect of Shop No.3 on the ground floor of the building known as Yashwant Kunj, Wing B and Memorandum of Understanding dttd. 16/05/2012 in respect of Shop No.2 on the ground floor of the building known as Yashwant Kunj, Wing A.



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IV) Arbitration Proceeding No. 4/2017:

- a) M/s. Bharat Trading Agencies (the **Petitioner**) have filed the present claim before the Sole Arbitrator, Shri Sadashiv S. Desmukh against M/s. Maharashtra Developers (the **Respondent**) inter-alia for specific performance of Memorandum of Understanding dtd. 16/05/2012 executed between M/s. Maharashtra Developers and Shri Pramod Pandurang Patel & Ors. in respect of Shop No. 1 on the ground floor of the building known as Yashwant Kunj, Wing A.
- b) M/s. Maharashtra Developers has filed its written statement in the above said Arbitration Proceeding and have opposed the claim of the Petitioner/Applicant.
- c) The Sole Arbitrator, Shri Sadashiv S. Desmukh vide award dtd. 12/01/2020 allowed the claim petition and directed the Respondent to comply the terms of the Memorandum of Understanding dtd. 16/05/2012 in respect of Shop No.1 on the ground floor of the building known as Yashwant Kunj, Wing A.

V) Arbitration Proceeding No. 5/2017:

- a) M/s. Quality Paints & Chemical (the **Petitioner**) have filed the present claim before the Sole Arbitrator, Shri Sadashiv S. Desmukh against M/s. Maharashtra Developers (the **Respondent**) inter-alia for specific performance of Memorandum of Understanding dtd. 28/05/2012 executed between M/s. Quality Paints & Chemical and M/s. Maharashtra Developers. in respect of Shop No.7 on the ground floor of the building known as Yashwant Kunj, Wing A.
- b) M/s. Maharashtra Developers has filed its written statement in the above said Arbitration Proceeding and have opposed the claim of the Petitioner/Applicant.
- c) The Sole Arbitrator, Shri Sadashiv S. Desmukh vide award dtd. 13/01/2020 allowed the claim petition and directed the Respondent to comply the terms of the Memorandum of Understanding dtd. 16/05/2012 in respect of Shop No.7 on the ground floor of the building known as Yashwant Kunj, Wing A.



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VI) Arbitration Proceeding No. 6/2017:

- a) Shri Vasant Mohanlal Khadiwala & Ora. (the Petitioner) have filed the present claim before the Sole Arbitrator, Shri Sadashiv S. Desmukh against M/s. Maharashtra Developers (the Respondent) inter-alia for specific performance of Memorandum of Understanding dtd. 03/07/2012 executed between M/s. Maharashtra Developers and Shri Pramod Parashuram Patel & Ora. in respect of Shop No.3 on the ground floor of the building known as Yashwantrao Kurg, Wing A.
- b) M/s. Maharashtra Developers has filed its written statement in the above said Arbitration Proceeding and have opposed the claim of the Petitioner/Applicant.
- c) The Sole Arbitrator, Shri Sadashiv S. Desmukh vide award dtd. 12/01/2020 allowed the claim petition and directed the Respondent to comply the terms of the Memorandum of Understanding dtd. 15/05/2012 in respect of Shop No.3 on the ground floor of the building known as Yashwantrao Kurg, Wing A.

vi) TENANCY RIGHT

- a) Since the said Property is tenanted property hence, the tenants/occupants pursuant to publication of the public notice have lodged their respective objections with you or your Advocate, which is duly replied by you.
- b) The tenants who are legally eligible as per the provisions of Maharashtra Rent Control Act, 1999 and by placing the legal and valid evidence shall be entitled for alternative accommodation either on monthly tenancy basis or on ownership basis subject to paying construction cost as mutually decided by and between you and the tenants.
- c) You have represented me that, while submitting proposed to Thane Municipal Corporation you have made provisions to provide alternative accommodation to the tenants/occupants who are legally entitled for alternative accommodation either on monthly tenancy basis or on ownership basis subject to paying construction



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cost as mutually decided by and between you and the tenants as per the provisions of law.

7) **PUBLIC NOTICE:**

a) You have represented me that at your instruction public notice published in "Thane Vaibhav" and "Free Press Journal" Newspaper by Advocate Prassana Mate of Prassana Mate & Associates and pursuant to publication of public notice on 05/11/2018 in "Thane Vaibhav" Newspaper and publication of public notice on 05/11/2018 in "Free Press Journal" Newspaper diverse objection have been received from the tenants/occupants/un authorized encroachers. Advocate Prassana Mate of Prassana Mate & Associates vide letter dtd. 10/07/2019 notified the details of objections which he received from the tenants/occupants/un authorized encroachers.

b) You have represented me that, public notice published by you in "Thane Vaibhav" News Paper on 18/02/2019 and pursuant to publication of public notice on 18/02/2019 in "Thane Vaibhav" News Paper you have received diverse objection from the tenants/occupants/un authorized encroachers, you have vide letter dtd. 22/01/2020 notified the details of objections which you have received from the tenants/occupants/un authorized encroachers and reply being given by you.

8) **SEARCH REPORT:**

Upon perusal of Search Report dtd. 16-02-2019 (for the period 1969 to 16/02/2019) and Search Report dtd. 01/11/2019 (for the period 01/02/2019 to 31/10/2019) and Search Report dtd. 22/01/2020 (for the period 01/11/2019 to 22/01/2020) in respect of the Said Property, I have come across certain transaction and entry however, upon perusal and analysis thereof, in my opinion such transaction and entry shall not be deemed/construed as encumbrance on the Said Property which any way deemed/construed as adverse effect on title of the said Property.

9) **CONFIRMATION:**



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You vide Letter of Confirmation dtd. 22/01/2020 have represented me that, save and except the litigations as mentioned herein above, no other litigation in respect of said Property is pending in any court. Similarly, no prohibitory or restraining order is passed by any court of law in respect of the said Property which anyway restrains you from carrying out development on the said Property upon obtaining sanction and approval from Thane Municipal Corporation.

10) SUBMISSION OF PROPOSAL TO THANE MUNICIPAL CORPORATION:

You have represented me that, you have submitted proposal to the Thane Municipal Corporation vide V.P. No. 802/0078/11 in respect of the said Property inter-alia for sanction and approval to construct multi-storied building thereon to accommodate the tenants/occupants who are legally eligible for alternative accommodation either on monthly tenancy basis or an ownership basis and to sell and alienate the remaining flats/units in open market. Thane Municipal Corporation accordingly sanctioned and approved the plan and granted Commencement Certificate vide V.P. No. 802/0078/11 /TMC/TDD/3334/20 dtd. 16/01/2020 upon the terms and conditions stated therein. By virtue of Commencement Certificate, you are entitled to develop the said Property by constructing Building thereon as per the terms and conditions stated therein.

11) GENERAL:

- (a) I have inspected the various document(s), revenue papers and orders referred in Annexure-A annexed herewith. I have for the purpose of issuance of this certificate of title, relied upon:
 - (i) Title documents in respect of the said Property;
 - (ii) Revenue records and orders in respect of the said Property.
- (b) A certificate, determination, opinion or the like will not be binding on an Indian Court or any Arbitrator or Judicial or Regulatory Body which would have to be independently satisfied, despite any provision in the documents to the contrary.



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- (ii) This certificate has been so given at the request of the client to whom it is addressed.
- (iii) This certificate of title is limited to the matters pertaining to Indian law (as on the date of this certificate) alone and I express no opinion on laws of any other jurisdiction.
- (iv) For the purpose of this certificate of title, I have relied upon information relating to lineage, succession and title of the said Property, on the basis of revenue records and information provided to me by Yourself. As the title of the said Property is a revenue based title, I have taken Property Register Card as the root of title and have assumed the authenticity of the Property Register Card and the corresponding mutation entries. As it is settled law that, as per Section 157 of the Maharashtra Land Revenue Code, 1956, the entries made in the record of rights and a certified entry in the register of mutations are presumed to be true until contrary is proved or a new entry is lawfully substituted thereafter.
- 12) In view of the above, I hereby state that, in my opinion, by virtue of the Deed of Conveyance dtd. 22-07-2014 you have become the owner of the said Property and subject to outcome of the litigations mentioned hereinabove, subject to tenancy rights of the tenants, subject to validity of Letter of Confirmation dtd. 22/01/2020 and subject to whatever stated hereinabove, your title in respect of the said Property more particularly described in the Schedule hereunder written appears to be clear and free from the reasonable doubts and by virtue of sanction and approval granted by Thane Municipal Corporation and issuance of Commencement Certificate as aforesaid, you are entitled to develop the said Property subject to tenancy right of the tenants as aforesaid and subject to terms and conditions as laid down by the Thane Municipal Corporation in Commencement Certificate.



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THE SCHEDULE ABOVE REFERRED TO (THE SAID PROPERTY)

ALL THAT piece and parcel of the land bearing Tikka No. 18, CTS No. 75 adm. area 2257.92 sq. mtrs. lying, being and situate at Village Naujwada, Taluka & District Thane Registration District and Sub-Registration District of Thane and within the limits of Thane Municipal Corporation along with two buildings known as the said Yashwantrao Kunj Building with Wing A & B and the said Anji Krupa Building with Wing A & B since was in dilapidated condition came to be demolished for the purpose of redevelopment.

Dated this 23rd day of January, 2020



Sanjay B. Borkar
Advocate

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"Annexure-A"

DOCUMENTS CONCERNING TO THE SAID PROPERTY FURNISHED BY YOU FOR MY PERUSAL AND REFERENCE FOR ISSUANCE OF TITLE CERTIFICATE.

Sr. No.	Documents	Date
1	Property Register (P.R.) Card	----
2	Assessment Extract of Thane Municipal Corporation showing name of the Tenants of "Asji Krupa" & "Yashwanth Kunj" Building	----
3	Deed of Conveyance dtd. 01/11/2002 v/w. Deed of Correction dtd. 19/01/2004 executed between Shri Chandrakant Vesty and others and M/s. Ratnamani Developers duly registered in the office of Sub-Registrar of Assurances, Thane I under Sr. No. TNN-1-07568-2002 dtd. 01/11/2002.	01/11/2002 19/01/2004
4	Development Agreement dtd. 18-05-2004 executed between M/s. Ratna Mani Developers Pvt. Ltd. and M/s. Yash Developers duly registered in the office of Sub-Registrar of Assurances, Thane I under Sr. No. TNN-1 -2671-2004 dtd. 02/06/2004	18-05-2004
5	Power of Attorney: dtd. 18/05/2004 executed between M/s. Ratna Mani Developers Pvt. Ltd. and M/s. Yash Developers duly registered in the office of Sub-Registrar of Assurances, Thane I under Sr. No. TNN-1 -317-2004 dtd. 02/06/2004.	18/05/2004



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6	Development Agreement dtd. 12-03-2007 executed between M/s. Yash Developers and M/s. Maharashtra Developers duly registered in the office of Sub-Registrar of Assurances, Thane-1 under Sr. No. TNN-1-01390-2007 dtd. 12/03/2007.	12/03/2007
7	Power of Attorney dtd. 12/03/2007 executed between M/s. Yash Developers and M/s. Maharashtra Developers duly registered in the office of Sub-Registrar of Assurances, Thane-1 under Sr. No. TNN-1-229-2007 dtd. 12/03/2007	12/03/2007
8	Declaration Cum Indemnity dtd. 12/03/2007 executed by M/s. Yash Developers in favour of M/s. Maharashtra Developers.	12/03/2007
9	Letter of Possession dtd. 12/03/2007 executed by M/s. Yash Developers in favour of M/s. Maharashtra Developers.	12/03/2007
10	Letter dtd. 09/07/2007 executed by M/s. Yash Developers inter-alia informing the all tenants of the said Yashwant Kunj Building and the said Asji Krupa Building with regards to assignment of the development right of the said Property and allotment of tenancy right.	09/07/2007
11	Admission Cum Partnership Deed dtd. 10/05/2011 of M/s. Maharashtra Developers.	10/05/2011
12	Memorandum of Understanding dtd. 28/05/2012	28/05/2012



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	executed between M/s. Quality Paints & Chemical and M/s. Maharashtra Developers.	
13	Memorandum of Understanding dtd. 03/07/2012 executed between Shri Vasant Mohanlal Khadiwala & Ors. and M/s. Maharashtra Developers.	03/07/2012
14	Memorandum of Understanding dtd. 26/03/2012 executed between Shri Charanjit Totaram Obhan and M/s. Maharashtra Developers.	26/03/2012
15	Memorandum of Understanding dtd. 24/02/2012 executed between Shri Pramod Pandurang Patel & Ors. and M/s. Maharashtra Developers.	24/02/2012
16	Memorandum of Understanding dtd. 16/05/2012 executed between M/s. Maharashtra Developers and Shri Pramod Pandurang Patel & Ors. in respect of Shop No.3 on the ground floor of the building known as Yashwanth Kunj, Wing B and Memorandum of Understanding dtd. 16/05/2012 executed between M/s. Maharashtra Developers and Shri Pramod Pandurang Patel & Ors. in respect of Shop No.2 on the ground floor of the building known as Yashwanth Kunj, Wing A.	16/05/2012 & 16/05/2012
17	Memorandum of Understanding dtd. 16/05/2012 executed between M/s. Bharti Trading Agencies and M/s. Maharashtra Developers.	16/05/2012
18	Deed of Retirement from Partnership dtd. 21/07/2014 of M/s. Maharashtra Developers.	21/07/2014
19	Deed of Conveyance dtd. 22-07-2014 executed	22-07-2014



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	between Katnamani Developers Pvt. Ltd, and M/s. Yash Developers and M/s. Maharashtra Developers, duly registered in the office of Sub-Registrar of Assurances, Thane1 under Sr. No. TNNS-7236-2014 dtd. 22/07/2014	
20	Letter dtd. 01/11/2014 M/s. Maharashtra Developers informed the tenants that, they had purchased the said Property along with the above said two building	01/11/2014
21	Letter dtd. 10/12/2014 sent by the Tenants of the two building i.e. Yashwant Kunj Building and Anji Krupa Building to M/s. Maharashtra Developers.	10/12/2014
22	Letter dtd. 31-12-2014 sent by M/s. Maharashtra Developers to the Tenants of the two building i.e. Yashwant Kunj Building and Anji Krupa Building.	31-12-2014
23	Reply Letter dtd. 03-02-2015 sent by the Tenants of the two building i.e. Yashwant Kunj Building and Anji Krupa Building to M/s. Maharashtra Developers.	03-02-2015
24	Reply Letter dtd. 10-03-2015 sent by M/s. Maharashtra Developers to the Tenants of the two building i.e. Yashwant Kunj Building and Anji Krupa Building.	10-03-2015
25	Reply Letter dtd. 12-05-2015 sent by the Tenants of the two building i.e. Yashwant Kunj Building and Anji Krupa Building to M/s. Maharashtra Developers.	12-05-2015



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26	Public Notice published in "Free Press" Newspaper on 05/11/2018 and "Thane Vaibhav" Newspaper on 05/11/2018 by Shri Prasanna Mate, Advocate for and on behalf of M/s. Maharashtra Developers.	05/11/2018.
27	Letter dtd. 10/07/2019 vide which Advocate Prasanna Mate of Prasanna Mate & Associates notified the details of objections which he received from the tenants /occupants /unauthorized encroachers pursuant to public notice published in "Free Press" Newspaper on 05/11/2018 and "Thane Vaibhav" Newspaper on 05/11/2018.	10/07/2019
28	Public notice published by M/s. Maharashtra Developers in "Thane Vaibhav" News Paper on 18/02/2019.	18/02/2019
29	Letter dtd. 22/01/2020 vide which M/s. Maharashtra Developers notified the details of objections which they received from the tenants /occupants /unauthorized encroachers pursuant to public notice published in "Thane Vaibhav" Newspaper on 05/11/2018.	22/01/2020
30	Deed of Admission -cum- Reconstituted Partnership dtd. 25/10/2019 of M/s. Maharashtra Developers.	25/10/2019
31	Search Report dtd. 16-02-2019 (for the period 1969 to 16/02/2019) and 01/11/2019 (for the period	16-02-2019 A



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	01/02/2019 to 31/10/2019) and 22/01/2020 (for the period 01/11/2019 to 22/01/2020)	01/11/2019 & 22/01/2020
32	Record & Proceeding and Order passed in Civil Suits and Appeal and Writ Petition arise out of it and Arbitration Proceeding filed by the Tenants of Yashwant Kunj Building and Asji Krupa Building .	
33	Commencement Certificate vide V.P. No. SO2 /0078 /11/TMC/TDD/3334/20 dtd 16/01/ 2020.	16/01/ 2020
34	Letter of Confirmation dtd. 22/01/2020 signed & executed by M/s. Maharashtra Developers.	22/01/2020

Dated this 23rd Day of January, 2020.



Sanjay B. Borkar
Advocate

