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Report on Title

Re Immovable property admeasuring 13376.73 square meters or thereabouts and bearing Survey No.14[438] Hissa No.1(part), Survey No.14[438] Hissa No. 4(part), Survey No.14[438] Hissa No.31(part), Survey No.14[438] Hissa No. 32(part), Survey No.66[169] Hissa No.3, Survey No.66 [169] Hissa No.4(part), Survey No.66 [169] Hissa No.5(part), Survey No.66[169] Hissa No.24/2(part), Survey No.66[171] Hissa No.1(part), Survey No.69[172] Hissa No.1(part), Survey No.69[172] Hissa No.2, Survey No.69 [172] Hissa No.3, Survey No.69 [172] Hissa No.4, Survey No.69[172] Hissa No.5(part), Survey No. 69[172] Hissa No.6(part), Survey No.70[174] Hissa No.3(part), Survey No.70[174] Hissa No.6(part) and Survey No.71[173] Hissa No.4(part), situate at Village Dongare, Taluka Vasai ("the said Land")

1 On the request of our clients Ekta Parksville Homes Private Limited and Ekta Housing Private Limited (hereinafter collectively referred to as "Ekta"), we have investigated the rights of Ekta to develop the said Land. The said Land is more particularly described in the Third Schedule hereunder written. In this regard we have undertaken the following steps as appearing herein.

2 STEPS

For the purpose of issuing this Report we have undertaken the following:-

(i) Caused search to be taken in the offices of Sub-Registrar of Assurances at Vasai for the last 47 years however, searches at the office of the Sub-

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Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated. All entries found at the offices of Sub-Registrar of Assurances at Vasai, were found in the records of Village Narangi and not in the records of Village Dongare. At the office of Sub-Registrar of Assurances at Vasai, the register did not have all pages and the search was restricted only to the pages available.

- (ii) Caused search to be taken in the office of the Registrar of Companies in respect of Housing Development and Infrastructure Limited ("HDIL") to ascertain charges, if any created by HDIL on the said Land. However, searches at the office of the Registrar of Companies are subject to the availability of records with the Ministry of Company Affairs on the date of inspection;
- (iii) Caused search to be taken in the office of the Registrar of Companies in respect of Ekta to ascertain charges, if any created by Ekta on the said Land. However, searches at the office of the Registrar of Companies are subject to the availability of records with the Ministry of Company Affairs on the date of inspection;
- (iv) Documents reflected in our Search Report and which have not been furnished to us are listed in Annexure "A" hereto;
- (v) Perused the Title Certificates issued by Advocate K B. Kumara, the Advocate of HDIL, *inter-alia* with respect to the said Land which are listed in Annexure "B" hereto;
- (vi) Perused the 7/12 extract alongwith the mutation entries reflected therein. However we have not been provided with mutation entries bearing Nos. 11, 301, 369, 397, 551, 626, 971, 1016, 1161, 1256, 1228, 1475, 1509, 1710, 3087, 5261, 5526 and 7294. The Mutation Entries perused are listed in Annexure "C" hereto;
- (vii) We have perused 7/12 extracts in relation to the said Land dated 28th January, 2011. However, we are unable to obtain the latest 7/12 extracts in relation to Survey No. 14 [438] Hissa No. 1, Survey No. 14[438] Hissa No. 4, Survey No. 14[438] Hissa No. 31, Survey No. 14[438] Hissa No. 32, Survey No. 68 [171] Hissa No. 1, Survey No. 69 [172] Hissa No. 1, Survey No. 69 [172] Hissa No. 2, Survey No. 69 [172] Hissa No. 3, Survey No. 69 [172]

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Hissa No. 6. Survey No. 69 [172] Hissa No. 3, Survey No. 69 Hissa No. 5, Survey No. 69 [172] Hissa No. 6 and Survey No. 71 [173] Hissa No. 4 due to overdue of tax payments.

- (viii) Perused the copies of the title deeds with respect to the said Land the orders, sanctioned plans, furnished to us by Ekta, from time to time, which are listed hereinbelow:
- (ix) Save and except as provided in the list of which is hereto annexed and marked as Annexure "D", we have not inspected any other original title deeds in possession of HDIL with respect to the said Land;
- (x) With respect to matters for which satisfaction can only be obtained on the basis of representations and declarations made by Ekta and which cannot be otherwise verified, we have relied upon the Declaration dated ~~14~~ 9th January, 2012 made by Ekta being Annexure "E" hereto;
- (xi) We have not formed any opinion on the approvals and sanctions granted by MMRDA and CIDCO in respect of the lay-out plan and the building plan, details of the building(s)/wing(s) and for construction of such building(s)/wing(s) on the said Land.
- (xii) We have issued Public Notice in (i) The Economic Times and (ii) The Maharashtra Times on 14th September, 2011 inviting claims in respect of the said Land. We state that we have not received any valid claims from any person till today.
- (xiii) Since it is revenue based title we have taken the 7/12 extract of the said Land as the root of the title in respect thereof

3. OBSERVATIONS

- (a) By and under diverse deeds of conveyance (as listed hereinbelow) made between individual owners (as listed hereinbelow) therein referred to as the Vendors of the First Part, Narangi Land Development Corporation ("NLDC") therein referred to as the Confirming Party of the Second Part and Palghar Land Development Corporation ("PLDC") therein referred to as the Purchasers of the Third Part the then individual owners (as listed hereinbelow) agreed to self. convey and transfer all that piece and

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parcel of land admeasuring 21050 square meters in aggregate (out of which land admeasuring 8847.18 square meters in aggregate forms a part of the said Land) and more particularly as set out below in favour of PLDC and NLDC has confirmed the aforesaid sale at or for a consideration and in the manner as specified therein ('PLDC Conveyances- I'). The details of the land forming a part of PLDC Conveyances- I is as set out below:-

(i) **All that piece and parcel of land admeasuring 430 square meters (out of which land admeasuring 255.07 square meters forms a part of the said Land) and bearing Survey No. 14[438] Hissa no.1**

1. The 7/12 extract of Survey No. 14[438] Hissa no.1 reflected the name of Kashibai Kalyan Gharat as the owner thereof.
2. By and under an Agreement for Sale dated 25th January, 1995 executed by and between Kashibai Kalyan Gharat therein referred to as the Vendor of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the Sub- Registrar of Assurances under Serial No. 147 of 1995 the aforesaid vendor *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 430 square meters and bearing Survey No. 14[438] Hissa no.1 situated at Village Dongare, Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.
3. By a General Power of Attorney dated 22nd January, 2003 the said Kashibai Kalyan Gharat appointed Jaywant Kalyan Gharat to do perform and execute all or any acts on her behalf.
4. By and under an Agreement for Sale dated 8th May, 2003 executed by and between Kashibai Kalyan Gharat therein referred to as the Vendor of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendor *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 430 square meters and bearing Survey No. 14 Hissa no 1 situated at Village Dongare, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.

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5. By a General Power of Attorney dated 8th May, 2003 the said Kashibai Kalyan Gharat appointed Rakeshkumar Wadhwan to do perform and execute all or any acts on her behalf
 6. By and under a Deed of Conveyance dated 18th July, 2005 executed by and between (i) Kashibai Kalyan Gharat through her constituted attorney Jaywant Kalyan Gharat and (ii) Jaywant Kalyan Gharat therein referred to as the Vendors of First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No Vasai2- 4300 of 2005. the aforesaid vendors *inter- alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 430 square meters and bearing Survey No. 14[438] Hissa no.1 situated at Village Dongare, Taluka Vasai, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.
 7. The present 7/12 extract in respect of land bearing Survey No. 14[438] Hissa no.1 reflects the name of PLDC in respect of 260 square meters together with one Evershine Developers in respect of 170 square meters as the owner thereof. However, we have been informed that the sub- division in relation to Survey No. 14[438] Hissa no.1 has not taken place till date.
- (ii) **All that piece and parcel of land admeasuring 3440 square meters (out of which land admeasuring 90.50 square meters forms a part of the said Land) and bearing Survey No. 14[438] Hissa No. 31**
1. The 7/12 extract of Survey No. 14[438] Hissa No. 31 reflected the name of Tukaram Rama Patil as the owner thereof.
 2. On perusal of Mutation Entry No. 7044 it appears that by and under a Deed of Conveyance dated 1st June, 1970 on Tukaram Rama Patil purchased all that piece and parcel of land admeasuring 3440 square meters and bearing Survey No. 14[438] Hissa No. 31 situated at Village Dongare, Taluka Vasai from (i) Soma Barkya Patil and (ii) Shinwar Barkya Patil.
 3. By and under an Agreement for Sale dated 7th July, 1995 executed by and between (i) Ganpat Govind Patil (ix) Suresh Patil (ir) Dattray Pandu Patil (ix)

Jarayan Pandu Patil (iv) Vimal Jagannath Patil (v) Rajesh Kini and others therein referred to as the Vendors of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the Sub- Registrar of Assurances under Serial No. 2103 of 1995 the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 3440 square meters and bearing Survey No. 14[438] Hissa No. 31, situated at Village Dongara, Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.

4. By a Power of Attorney dated 30th March, 2003 the said (i) Tukaram Rama Patil (ii) Vimal Jagannath Patil (iii) Manjula Kashinath Kini (iv) Dattatrya Pandurang Patil (v) Janibai Damodar Patil (vi) Shantibai Govind Patil (vii) Kusum Naresh Patil (viii) Ganpat Govind Patil (ix) Suresh Govind Patil (x) Vasant Hira Patil (xi) Shashikala Kashinath Kini (xii) Padmibai Mahedev Bhagat (xiii) Rajesh Kashinath Kini (xiv) Pandurang Rama Patil (xv) Ramakant Rama Patil (xvi) Parshuram Rama Patil (xvii) Yamuna Yeshwant Patil (xviii) Bhaskar Kamlakar Patil and (xix) Bistur Kamlakar Patil jointly and severally appointed Narayan Pandurang Patil to do perform and execute all or any acts on their behalf.
5. By and under an Agreement for Sale dated 22nd April, 2003 executed by and between (i) Rajesh Kashinath Kini (ii) Vimal Jagannath Patil (iii) Manjula Kashinath Kini (iv) Dattatrya Pandurang Patil (v) Janibai Damodar Patil (vi) Shantibai Govind Patil (vii) Kusum Naresh Patil (viii) Ganpat Govind Patil (ix) Suresh Govind Patil (x) Vasant Hira Patil (xi) Shashikala Kashinath Kini (xii) Padmibai Mahedev Bhagat (xiii) Tukaram Rama Patil (xiv) Pandurang Rama Patil (xv) Ramakant Rama Patil (xvi) Parshuram Rama Patil (xvii) Yamuna Yeshwant Patil (xviii) Bhaskar Kamlakar Patil and (xix) Bistur Kamlakar Patil and (xx) Narayan Pandurang Patil others therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 3440 square meters and bearing Survey No. 14[438] Hissa No. 31, situated at Village Dongara, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.
6. By a General Power of Attorney dated 22nd April, 2003, the said (i) Rajesh Kashinath Kini (ii) Vimal Jagannath Patil (iii) Manjula Kashinath Kini (iv)

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Dattatrya Pandurang Patil (v) Janibai Damodar Patil (vi) Shantibai Govind Patil (vii) Kusum Naresh Patil (viii) Ganpat Govind Patil (ix) Suresh Govind Patil (x) Vasant Hira Patil (xi) Shashikala Kashinath Kini (xii) Padmibai Mahedev Bhagat (xiii) Tukaram Rama Patil (xiv) Pandurang Rama Patil (xv) Ramakant Rama Patil (xvi) Parshuram Rama Patil (xvii) Yamuna Yeshwant Patil (xviii) Bhaskar Kamlakar Patil and (xix) Bistur Kamlakar Patil and (xx) Narayan Pandurang Patil jointly and severally appointed Rakeshkumar Wadhwan to do perform and execute all or any acts on their behalf.

7. By and under a Deed of Conveyance dated 25th March, 2005 executed by and between (i) Rajesh Kashinath Kini (ii) Vimal Jagannath Patil (iii) Narayan Pandurang Patil (iv) Dattatrya Pandurang Patil (v) Janibai Damodar Patil (vi) Shantibai Govind Patil (vii) Kusum Naresh Patil (viii) Ganpat Govind Patil (ix) Suresh Govind Patil (x) Vasant Hira Patil (xi) Shashikala Kashinath Kini (xii) Tukaram Rama Patil (xiii) Pandurang Rama Patil (xiv) Ramakant Rama Patil (xv) Parshuram Rama Patil (xvi) Yamuna Yeshwant Patil (xvii) Bhaskar Kamlakar Patil (xviii) Padmibai Mahedev Bhagat (xix) Bistur Kamlakar Patil and (xx) Manjula Kashinath Kini therein referred to as the Vendors of First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part, the aforesaid vendors through their constituted attorney Narayan Pandurang Patil *inter- alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 3440 square meters and bearing Survey No. 14[438] Hissa No. 31, situated at Village Dongare, Taluka Vasai, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein

8. By and under a Deed Confirmation dated 27th February, 2006 executed by and between (i) Rajesh Kashinath Kini (ii) Vimal Jagannath Patil (iii) Narayan Pandurang Patil (iv) Dattatrya Pandurang Patil (v) Janibai Damodar Patil (vi) Shantibai Govind Patil (vii) Kusum Naresh Patil (viii) Ganpat Govind Patil (ix) Suresh Govind Patil (x) Vasant Hira Patil (xi) Shashikala Kashinath Kini (xii) Tukaram Rama Patil (xiii) Pandurang Rama Patil (xiv) Ramakant Rama Patil (xv) Parshuram Rama Patil (xvi) Yamuna Yeshwant Patil (xvii) Bhaskar Kamlakar Patil (xviii) Bistur Kamlakar Patil (xix) Manjula Kashinath Kini and (xx) Padmibai Mahedev Bhagat therein referred to as the Vendors of the First Part, NLDC therein referred to as the Confirming Party of the Second Part and PLDC

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therein referred to as the Purchaser of the Third Part and registered with the Sub - Registrar of Assurances under Serial No. Vasai 2 - 1602 of 2006, the aforesaid vendors through their constituted attorney Gopal Patil confirmed that the aforesaid Deed of Conveyance March 25, 2005 was valid and subsisting.

- 9 The present 7/12 extract in respect of land bearing Survey No. 14[438] Hissa no.31 reflects the name of PLDC in respect of 90.50 square meters together with one Evershine Developers in respect of 3349.50 square meters as the owner thereof. However, we have been informed that the sub-division in relation to Survey No. 14[438] Hissa no.31 has not taken place till date.

(iii) **All that piece and parcel of land admeasuring 860 square meters (out of which land admeasuring 130.50 square meters forms a part of the said Land) and bearing Survey No. 14[438] Hissa no. 32**

1. The 7/12 extract of Survey No. 14[438] Hissa no. 32 reflected the name of Somaribai Manglya Bhoir as the owner thereof.
2. By and under an Agreement for Sale dated 21st August, 1995 executed by and between Somaribai Manglya Bhoir therein referred to as the Vendor of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the Sub- Registrar of Assurances under Serial No. 2625 of 1995 the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 860 square meters and bearing Survey No. 14[438] Hissa no. 32 situated at Village Dongare, Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein
3. By a General Power of Attorney dated 3rd March, 2003 the said (i) Somenbai Manglya Bhoir (ii) Shantibai Pandurang Bhoir (iii) Prabhakar Pandurang Bhoir (iv) Anil Pandurang Bhoir (v) Renuka Pandurang Bhoir (vi) Jagdish Pandurang Bhoir (vii) Vasanti Ramesh Gharat and (viii) Kalpana Babya Patil jointly and severally appointed Anil Bhoir to do perform and execute all or any acts on their behalf.
4. By and under an Agreement for Sale dated 8th August, 2003 executed by and between (i) Somaribai Manglya Bhoir (ii) Shantibai Pandurang Bhoir (iii)

Prabhakar Pandurang Bhoir (iv) Anil Pandurang Bhoir (v) Renuka Pandurang Bhoir (vi) Jagdish Pandurang Bhoir (vii) Vasanti Ramesh Gharat and (viii) Kalpana Babya Patil therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 860 square meters and bearing Survey No. 14[438] Hissa no. 32 situated at Village Dongare, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.

5. By a General Power of Attorney dated 8th August, 2003 (i) Somaribai Manglya Bhoir (ii) Shantibai Pandurang Bhoir (iii) Prabhakar Pandurang Bhoir (iv) Anil Pandurang Bhoir (v) Renuka Pandurang Bhoir (vi) Jagdish Pandurang Bhoir (vii) Vasanti Ramesh Gharat and (viii) Kalpana Babya Patil jointly and severally appointed Rakeshkumar Wadhwan to do perform and execute all or any acts on their behalf.
6. By and under a Deed of Conveyance dated 18th August, 2005 executed by and between (i) Somaribai Manglya Bhoir (ii) Shantibai Pandurang Bhoir (iii) Prabhakar Pandurang Bhoir (iv) Anil Pandurang Bhoir (v) Renuka Pandurang Bhoir (vi) Jagdish Pandurang Bhoir (vii) Vasanti Ramesh Gharat and (viii) Kalpana Babya Patil therein referred to as the Vendors of the First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No. Vasai 2- 4784 of 2005, the aforesaid vendors through their constituted attorney Anil Bhoir *inter- alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 860 square meters and bearing Survey No. 14[438] Hissa no. 32 situated at Village Dongare, Taluka Vasai, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.
7. On perusal of the aforesaid Deed of Conveyance dated 18th August, 2005, we find that Kalpana Babya Patil a minor has been joined as Vendors to the aforesaid Deed of Conveyance. The aforesaid Deed of Conveyance with respect to Survey No. 14[438] Hissa no. 32 states that the sale of the subject land is for legal necessity and for the benefit and in the interest of the members of the family. However, it does not record the subject land to be a HUF property

and we have not been provided with any orders from the Court with respect to the sale of minor's share in the subject land.

8. The present 7/12 extract in respect of land bearing Survey No. 14[438] Hissa no. 32 reflects the name of PLDC in respect of 130.50 square meters together with one Evershine Developers in respect of 729.50 square meters as the owner thereof. However, we have been informed that the sub-division in relation to Survey No. 14[438] Hissa no. 32 has not taken place till date.

(iv) **All that piece and parcel of land admeasuring 150 square meters (out of which land admeasuring 36.50 square meters forms a part of the said Land) and bearing Survey No. 66[169] Hissa no. 24/2**

1. The 7/12 extract of Survey No. 66[169] Hissa no. 24/2 reflected the name of Harischandra Bhagat as the owner thereof.
2. By and under an Agreement for Sale dated 23rd March, 1995 executed by and between Harischandra Bhagat therein referred to as the Vendor of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the Sub- Registrar of Assurances under Serial No. 502 of 1995, the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 150 square meters and bearing Survey No. 66[169] Hissa no. 24/2 situated at Village Dongare, Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.
3. By a General Power of Attorney dated 22nd February, 2003 the said (i) Harischandra Bhagat and (ii) Mankibal Bhagat jointly and severally appointed Harischandra Bhagat to do perform and execute all or any acts on their behalf.
4. By and under an Agreement for Sale dated 28th April, 2003 executed by and between (i) Harischandra Bhagat and Mankibal Bhagat therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 150 square meters and bearing Survey No. 66[169] Hissa no. 24/2 situated at Village Dongare, Taluka

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- Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.
5. By a General Power of Attorney dated 28th April, 2003 the said (i) Hanschandra Bhagat and (ii) Mankibai Bhagat jointly and severally appointed Rakeshkumar Wadhwan to do perform and execute all or any acts on their behalf.
 6. By and under a Deed of Conveyance dated 20th July 2005 executed by and between (i) Harischandra Bhagat and (ii) Mankibai Bhagat therein referred to as the Vendors of the First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No. Vasai2- 4361 of 2005, the aforesaid vendors through their constituted attorney Harischandra Bhagat *inter- alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 150 square meters and bearing Survey No 66[169] Hissa no 24/2 situated at Village Dongare, Taluka Vasai, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.
 7. The present 7/12 extract in respect of land bearing Survey No. 66[169] Hissa no. 24/2 reflects the name of PLDC through its partner Rakeshkumar Wadhwan as the owner thereof and there are no claims or adverse entries are reflected on the 7/12 extract of the aforesaid land
- (v) **All that piece and parcel of land admeasuring 9280 square meters (out of which land admeasuring 1894.24 square meters forms a part of the said Land) and bearing Survey No. 68[171] Hissa no.1**
1. The 7/12 extract of Survey No. 68 [171] Hissa no.1 reflected the names of (i) Smt Jankibai Madhukar Patil, (ii) Shri Kishore Madhukar Patil, (iii) Smt Aruna Raghunath Patil, (iv) Hemlata Rajendra Patil, (v) Praful Rajendra Patil and (6) Priyanka Rajendra Patil as the owners thereof.
 2. By and under an Agreement for Sale dated 10th April 1995 executed by and between (i) Madhukar Patil, (ii) Jankibai Madhurkar patil, (iii) Shri Kishore Madhukar Patil, (iv) Smt. Aruna (alias) Anita Madhurkar Patil and (v) Rajendra Madhurkar Patil therein referred to as the Vendors of the One Part and NLDC

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- therein referred to as the Purchaser of the Other Part the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 9280 square meters and bearing Survey No. 68[171] Hissa no 1 situated at Village Dongare, Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.
3. By and under an Agreement for Sale dated 30th April, 2003 executed by and between (i) Madhukar Patil, (ii) Jankibai Madhurkar patil, (iii) Shri Kishore Madhukar Patil, (iv) Smt. Aruna (alias) Anita Madhurkar Patil and (v) Hemlata Rajendra Madhurkar Patil therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 9280 square meters and bearing Survey No. 68[171] Hissa no.1 situated at Village Dongare, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.
 4. By a General Power of Attorney dated 30th April, 2003 the said (i) Madhukar Patil, (ii) Jankibai Madhurkar patil, (iii) Shri Kishore Madhukar Patil, (iv) Smt. Aruna [Anita] Madhurkar Patil and (v) Hemlata Rajendra Madhurkar Patil jointly and severally appointed Waryamsingh Arora to do perform and execute all or any acts on their behalf.
 5. By and under a Deed of Conveyance dated 3rd May, 2005 executed by and between (i) Smt. Jankibai Madhukar Patil, (ii) Shri Kishore Madhukar Patil, (iii) Smt. Aruna Raghunath Patil and (iv) Hemlata Rajendra Patil therein referred to as the Vendors of the First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part, the aforesaid vendors through their constituted attorney Waman Gana Patil *inter- alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 9280 square meters and bearing Survey No. 68 [171] Hissa no.1 situated at Village Dongare, Taluka Vasai, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.
 6. Mutation Entry 301 dated 22nd September, 2005 records that the aforesaid Madhukar Patil expired and accordingly, the names his legal heirs being (i) Smt. Jankibai Madhukar Patil, (ii) Shri Kishore Madhukar Patil, (iii) Smt. Aruna

- Raghunath Patil, (iv) Hemlata Rajendra Patil, (v) Praful Rajendra Patil and (vi) Priyanka Rajendra Patil were brought on record.
7. By a General Power of Attorney dated 22nd October, 2005 the (i) Smt. Jankibai Madhukar Patil, (ii) Shri Kishore Madhukar Patil, (iii) Smt. Aruna[Anita] Raghunath Patil and (iv) Hemlata Rajendra Patil jointly and severally appointed Waman Gana Patil to do perform and execute all or any acts on their behalf.
 8. By and under a Deed of Confirmation dated 1st February, 2006 executed by and between (i) Smt. Jankibai Madhukar Patil, (ii) Shri Kishore Madhukar Patil, (iii) Smt. Aruna Raghunath Patil, (iv) Hemlata Rajendra Patil, (v) Praful Rajendra Patil and (vi) Priyanka Rajendra Patil therein referred to as the Vendors of the First Part, NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub- Registrar of Assurances under Serial No. Vasa2- 811 of 2006, the aforesaid vendors through their constituted attorney Waman Gana Patil confirmed that the aforesaid Deed of Conveyance 3rd May, 2005 was valid and subsisting.
 9. On perusal of the aforesaid Deed of Confirmation dated 1st February, 2006, we find that (i) Praful Rajendra Patil and (ii) Priyanka Rajendra Patil, both minors have been joined as Vendors to the aforesaid Deed of Confirmation. However, the aforesaid Deed of Confirmation does not record the subject land to be a HUF property and we have not been provided with any orders from the Court with respect to the sale of minors' share in the subject land.
 10. The present 7/12 extract in respect of land bearing Survey No. 68 [171] Hissa no.1 reflects the name of PLDC in respect of 6437.38 square meters together with one Evershine Developers in respect of 2842.62 square meters as the owner thereof. However, we have been informed that the sub- division in relation to Survey No. 68 Hissa no.1 has not taken place till date.
 11. On perusal of the 7/12 extract in respect of land bearing Survey No. 68 [171] Hissa no 1, we find Mutation Entry No. 1944 reflecting in the other rights column records that a charge is created by one Dadu Patil with respect to Survey No. 68 [171] Hissa no.1. However, we have not been furnished with any documents evidencing the satisfaction/deletion of the aforesaid charge.

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(vi) **All that piece and parcel of land admeasuring 1160 square meters (out of which land admeasuring 739.08 square meters forms a part of the said Land) and bearing Survey No. 69[172] Hissa No. 1**

1. By and under an Agreement for Sale dated 15th March, 1995 executed by and between (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil and (xiv) Gangubai Madhurkar Patil referred to as the Vendors of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the Sub- Registrar of Assurances under Serial No. 409 of 1995 the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 1160 square meters and bearing Survey No. 69[172] Hissa no 1 situated at Village Dongare, Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.
2. The 7/12 extract of Survey No. 69[172] Hissa no.1 reflected the names of (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre and (xiii) Jayanti (Alias) Janibai Harishchandra Patil as the owners thereof.
3. By and under an Agreement for Sale dated 4th May 2003 executed by and between (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre and (xiii) Jayanti (Alias) Janibai Harishchandra Patil, therein referred to as the Vendors of the One Part and PLDC therein referred to as the

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Purchaser of the Other Part, the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 1160 square meters and bearing Survey No. 69[172] Hissa no.1 situated at Village Dongare, Taluka Vasai in favour of PLDC at or for a consideration and on the terms and conditions specified therein

4. By a General Power of Attorney dated 20th February, 2003, the said Vithhal Hira Patil, (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harishchandra Patil (ix) Bebybai Ramesh Patil (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre (xiii) Jayanti (Alias) Janibai Harishchandra Patil, jointly and severally appointed Naresh Hira Patil to do perform and execute all or any acts on their behalf.
5. By a General Power of Attorney dated 4th May, 2003, the said Vithhal Hira Patil, (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vi) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harishchandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, jointly and severally appointed Rakeshkumar Wadhawan to do perform and execute all or any acts on their behalf.
6. By and under a Deed of Conveyance dated 24th August, 2005 executed by and between (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harishchandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, therein referred to as the Vendors of the First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No Vasai2- 4874 of 2005, the aforesaid vendors through their constituted attorney Naresh Hira Patil *inter- alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 1160 square

meters and bearing Survey No. 69[172] Hissa no.1 situated at Village Dongare, Taluka Vasai, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.

7. The present 7/12 extract in respect of land bearing Survey No. 69[172] Hissa no.1 reflects the name of PLDC through its partner Rakeshkumar Wadhwan as the owner thereof.
8. On perusal of the 7/12 extract in respect of land bearing Survey No. 69[172] Hissa no 1, we find that that Mutation Entry No. 7190 records that the right, title and interest of Mathibai Rama Bhoir in the subject land has devolved upon Gangubai Madhurkar Patil amongst others. However, the said Gangubai Madhurkar Patil has not been joined as vendor to the Deed of Conveyance dated 24th August, 2005. Also, we have not been furnished with any documents with respect to the relinquishment of her share, title, interest in respect of the subject land or with respect to his demise.

(vii) **All that piece and parcel of land admeasuring 1210 square meters (out of which land admeasuring 1210 square meters forms a part of the said Land) and bearing Survey No. 69[172] Hissa no.2**

1. The 7/12 extract of Survey No. 69[172] Hissa no 2 reflected the names of (i) Bhimabai Govind Deshmukh, (ii) Manubai Ramkrishna Kolhe, (iii) Parvatibai Sudhir Dalvi and (iv) Bharatibai Maya Patil as the owners thereof.
2. By and under an Agreement for Sale dated 28th June, 1995 executed by and between (i)Bhimabai Govind Deshmukh, (ii) Manubai Ramkrishna Kolhe, (iii) Parvatibai Sudhir Dalvi and (iv) Bharatibai Maya Patil therein referred to as the Vendors of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the Sub- Registrar of Assurances under Serial No. 1877 of 95 the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 1210 square meters and bearing Survey No. 69[172] Hissa no.2 situated at Village Dongare, Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.

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3. By a General Power of Attorney dated 28th February, 2003 (i)Bhimabai Govind Deshmukh, (ii) Manubai Ramkrishna Kolhe, (iii) Parvatibai Sudhir Dalvi and (iv) Bharatibai Maya Patil jointly and severally appointed Vasudeo Govind Deshmukh to do perform and execute all or any acts on their behalf.
4. By and under an Agreement for Sale dated 15th June, 2003 executed by and between (i) Bhimabai Govind Deshmukh, (ii) Vasudeo Govind Deshmukh (iii) Manubai Ramkrishna Kolhe, (iv) Parvatibai Sudhir Dalvi and (v) Bharatibai Maya Patil therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendors agreed to sell, convey and transfer all that piece and parcel of land admeasuring 1210 square meters and bearing Survey No 69[172] Hissa no.2 situated at Village Dongare, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.
5. By a General Power of Attorney dated 15th June, 2003 the said (i) Bhimabai Govind Deshmukh (ii) Vasudeo Govind Deshmukh (iii) Manubai Ramkrishna Kolhe, (iv) Parvatibai Sudhir Dalvi, (v) Bharatibai Maya Patil jointly and severally appointed Rakeshkumar Wadhawan to do perform and execute all or any acts on their behalf.
6. By and under a Deed of Conveyance dated 22nd July, 2005 executed by and between (i) Bhimabai Govind Deshmukh, (ii) Vasudeo Govind Deshmukh (iii) Manubai Ramkrishna Kolhe, (iv) Parvatibai Sudhir Dalvi, and (v) Bharatibai Maya Patil therein referred to as the Vendors of First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No. Vasai2- 4424 of 2005, the aforesaid vendors through their constituted attorney Vasudeo Govind Deshmukh *inter alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 1210 square meters and bearing Survey No. 69[172] Hissa no.2 situated at Village Dongare, Taluka Vasai in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.

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7. The present 7/12 extract in respect of land bearing Survey No. 69[172] Hissa no.2 reflects the name of PLDC through its partner Rakeshkumar Wadhwan as the owner thereof and there are no claims or adverse entries are reflected on the 7/12 extract of the aforesaid land.

(viii) **All that piece and parcel of land admeasuring 2370 square meters (out of which land admeasuring 2370 square meters forms a part of the said Land) and bearing Survey No. 69 Hissa no.3**

1. The 7/12 extract of Survey No. 69[172] Hissa no.3 reflected the name of Lata Dharma Dutkar as the owner thereof
2. It appears that by and under an Agreement for Sale dated 24th November, 1988, executed by and between Lata Dharma Dutkar therein referred to as the Vendor of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the Office of the Sub- Registrar of Assurances under Serial No. 4229 of 1985 the aforesaid vendor inter- alia agreed to sell, convey and transfer all that piece and parcel of land admeasuring 2370 square meters and bearing Survey No. 69[172] Hissa no.3 situated at Village Dongara, Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein. However we have not been provided with a copy of the aforesaid Agreement for Sale.
3. By and under an Agreement for Sale dated 28th April, 2003 executed by and between Lata Dharma Dutkar therein referred to as the Vendor of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendor agreed to sell, convey and transfer all that piece and parcel of land admeasuring 2370 square meters and bearing Survey No. 69[172] Hissa no.3 situated at Village Dongara, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein
4. By a General Power of Attorney dated 28th April, 2003 the said Lata Dharma Dutkar appointed Rakeshkumar Wadhawan to do perform and execute all or any acts on her behalf

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5. By and under a Deed of Conveyance dated 30th December 2005 executed by and between Lala Dharna Dutkar therein referred to as the Vendor of First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No. Vasai2- 634 of 2006, the aforesaid vendor sold, conveyed and transferred all that piece and parcel of land admeasuring 2370 square meters and bearing Survey No. 69[172] Hissa no.3 situated at Village Dongare, Taluka Vasai, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.
 6. The present 7/12 extract in respect of land bearing Survey No. 69[172] Hissa no.3 reflects the name of PLDC through its partner Rakeshkumar Wadhwan as the owner thereof.
 7. On perusal of the 7/12 extract in respect of land bearing Survey No. 69[172] Hissa no.3, we find that Mutation Entry Nos. 1256 and 5526 are being reflected in the other rights column. However, we have not been furnished with the copy of the aforesaid Mutation Entries.
- (ix) **All that piece and parcel of land admeasuring 560 square meters (out of which land admeasuring 560 square meters forms a part of the said Land) and bearing Survey No. 69[172] Hissa no.4**
1. The 7/12 extract of Survey No. 69[172] Hissa no 4 reflected the names of (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indra (Alias) Anandibai Dattatray Mhatre and (xiii) Jayant (Alias) Janibai Harishchandra Patil as the owners thereof.
 2. By and under an Agreement for Sale dated 15th March, 1996 executed by and between (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramesh Patil (x)

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- Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil and (xiv) Gangubai Madhurkar Patil referred to as the Vendors of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the Sub- Registrar of Assurances under Serial No. 409 of 1995 the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 560 square meters and bearing Survey No. 69[172] Hissa no.4 situated at Village Dongare, Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.
3. By and under an Agreement for Sale dated 4th May, 2003 executed by and between (i) Vithhal Hira Patil (ii) Sitaram Hira Patil (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil (ix) Bebybai Ramesh Patil (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 560 square meters and bearing Survey No. 69[172] Hissa no.4 situated at Village Dongare, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.
4. By a General Power of Attorney dated 20th February, 2003 the said (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, jointly and severally appointed Naresh Hira Patil to do perform and execute all or any acts on their behalf.
5. By a General Power of Attorney dated 4th May, 2003 the said (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti

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(Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, jointly and severally appointed Rakeshkumar Wadhawan to do perform and execute all or any acts on their behalf.

6. By and under a Deed of Conveyance dated 24th August, 2005 executed by and between (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, therein referred to as the Vendors of First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No. Vasai- 2-4874 of 2005, the aforesaid vendors through their constituted attorney Naresh Hira Patil *inter- alia* sold conveyed and transferred all that piece and parcel of land admeasuring 560 square meters and bearing Survey No. 69[172] Hissa no.4 situated at Village Dongare, Taluka Vasai, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.
7. The present 7/12 extract in respect of land bearing Survey No. 69[172] Hissa no.4 reflects the name of PLDC through its partner Rakeshkumar Wadhwan as the owner thereof.
8. On perusal of the 7/12 extract in respect of land bearing Survey No. 69[172] Hissa no.4, we find that that Mutation Entry No. 7190 records that the right, title and interest of Mathibai Rama Bhoir in the subject land has devolved upon Gangubai Madhurkar Patil amongst others. However, the said Gangubai Madhurkar Patil has been joined as vendor in the Agreement for Sale dated 15th March, 1995 but has not been joined as vendor to the Deed of Conveyance dated 24th August, 2005. Also, we have not been furnished with any documents with respect to the relinquishment of her share, title, interest in respect of the subject land or with respect to his demise.

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(x) **All that piece and parcel of land admeasuring 1590 square meters (out of which land admeasuring 1561.29 square meters forms a part of the said Land) and bearing Survey No. 69[172] Hissa no.6**

1. The 7/12 extract of Survey No. 69 Hissa no.6 reflected the names of (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii)Indira (Alias) Anandibai Dattatray Mhatre and (xiii) Jayanti (Alias) Janibai Harishchandra Patil as the owners thereof.

2. By and under an Agreement for Sale dated 15th March, 1995 executed by and between (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil and (xiv) Gangubai Madhurkar Patilreferred to as the Vendors of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the office of the Sub- Registrar of Assurances under Serial No. 409 of 1995 the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 1590 square meters and bearing Survey No. 69 Hissa no.6 situated at Village Dongare, Taluka Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.

3. By and under an Agreement for Sale dated 4th May, 2003 executed by and between (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramash Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indira (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part. the aforesaid vendors *inter- alia* agreed to sell,

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convey and transfer all that piece and parcel of land admeasuring 1590 square meters and bearing Survey No. 69[172] Hissa no.6 situated at Village Dongare, Taluka Vasai. in favour of PLDC at or for a consideration and on the terms and conditions specified therein

4. By a General Power of Attorney dated 20th February, 2003 the said (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii) Indra (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, jointly and severally appointed Naresh Hira Patil to do perform and execute all or any acts on their behalf.
5. By a General Power of Attorney dated 4th May, 2003 the said(i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Hanschandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir (xii)Indra (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, jointly and severally appointed Rakeshkumar Wadhawan to do perform and execute all or any acts on their behalf.
6. By and under a Deed of Conveyance dated 24th August, 2005 executed by and between (i) Vithhal Hira Patil (ii) Sitaram Hira Patil, (iii) Chandrakant Hira Patil (iv) Ananta Hira Patil (v) Naresh Hira Patil (vi) Jayawanti (Alias) Kharubai Jagganath Mhatre (vii) Jayanti (Alias) Thamabai Dattatray Bhoir, (viii) Ranjana (Alias) Laxmibai Harischandra Patil, (ix) Bebybai Ramesh Patil, (x) Harishchandra Hira Patil (xi) Narayan Rama Bhoir, (xii)Indra (Alias) Anandibai Dattatray Mhatre, (xiii) Jayanti (Alias) Janibai Harishchandra Patil, therein referred to as the Vendors of First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No. Vasai2- 4874 of 2005, the aforesaid vendors through their constituted attorney Naresh Hira Patil *inter- alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 1590 square meters and bearing Survey No. 69[172] Hissa no.6 situated at Village Dongare,

Naresh Hira Patil

Taluka Vasai, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein

7. The present 7/12 extract in respect of land bearing Survey No. 69[172] Hissa no.6 reflects the name of PLDC through its partner Rakeshkumar Wadhwan as the owner thereof and there are no claims or adverse entries are reflected on the 7/12 extract of the aforesaid land.
 8. On perusal of the 7/12 extract in respect of land bearing Survey No. 69[172] Hissa no.4, we find that that Mutation Entry No. 7190 records that the right, title and interest of Mathibai Rama Bhoir in the subject land has devolved upon Gangubai Madhurkar Patil amongst others. However, the said Gangubai Madhurkar Patil has been joined as vendor in the Agreement for Sale dated 15th March, 1995 but has not been joined as vendor to the Deed of Conveyance dated 24th August, 2005. Also, we have not been furnished with any documents with respect to the relinquishment of her share, title, interest in respect of the subject land or with respect to his demise.
- (b) By a Deed of Dissolution dated October 15, 2005 together with the Deed of Modification dated October 19, 2005 and the Deed of Confirmation dated August 12, 2006 made between (i) Rakeshkumar Wadhwan therein referred to as the Party of the First Part, (ii) Waryamsingh Arora therein referred to as the Party of the Second Part, (iii) Aruna Rakeshkumar Wadhwan therein referred to as the Party of the Third Part and (iv) Housing Development Improvement India Limited ("HDII") therein referred to as the Party of the Fourth Part (being partners of PLDC) and registered with the office of the Sub- Registrar of Assurances under Serial No. 7262 of 2006, HDII agreed to take over to the running business of PLDC together with all the assets and liabilities of PLDC on the terms and conditions specified therein. In view of the Deed of Dissolution dated October 15, 2005 read together with the Deed of Modification dated October 19, 2005 and the Deed of Confirmation dated August 12, 2006, HDII became owner of the immovable properties which were purchased by PLDC by virtue of the PLDC Conveyances -I.
- (c) Subsequent to dissolution of PLDC, it continued to acquire the portions of land forming a part of the said Land in its name. By and under diverse deeds on conveyance made between individual vendors therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchasers of the Other Part, the

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then owners agreed to sell, convey and transfer all that piece and parcel of land admeasuring **17990 square meters** in aggregate (out of which land admeasuring **3938.83 square meters** in aggregate forms a part of the said Land) and more particularly as set out below in favour of PLDC on the terms and conditions specified therein ("PLDC Conveyances- II"). The details of the land forming a part of PLDC Conveyances- II is as set out below:-

(i) All that piece and parcel of land admeasuring 7710 square meters (out of which land admeasuring 1333.86 square meters forms a part of the said Land) and bearing Survey No. 71 Hissa no.4

1. The 7/12 extract of Survey No. 71[173] Hissa no.4 reflected the names of (i) Motiram Bistur Mhatre, (ii) Parvatibai Vitthal Mhatre, (iii) Nandu Vitthal Mhatre, (iv) Shobha Pramud Patil, (v) Jotsana Naresh Thakur, (vi) Bhalchandra Pandurang Gawad, (vii) Vishnu Pandurang Gawad, (viii) Narsu Pandurang Gawad, (ix) Meena Vasudev Gharat, (x) Indu Arun Patil, (xi) Vasant Narayan Gawad, (xii) Janibai Nana Patil, (xiii) Atmaram Mukund Patil, (xiv) Atmaram Mukund Patil, (xv) Jairam Mukund Patil, (xvi) Naresh Alo Patil, (xvii) Sunil Alo Patil, (xviii) Shashikata Sudam Patil, (xix) Anjana Naresh Patil, (xx) Nirabai Kashinath Patil and (xxi) Narmada Laxuman Mhatre as the owners thereof.
2. By a General Power of Attorney dated 26th March, 2004 the said (i) Motiram Bistur Mhatre, (ii) Parvatibai Vitthal Mhatre, (iii) Nandu Vitthal Mhatre, (iv) Shobha Pramud Patil, (v) Jotsana Naresh Thakur, (vi) Bhalchandra Pandurang Gawad, (vii) Vishnu Pandurang Gawad, (viii) Narsu Pandurang Gawad, (ix) Meena Vasudev Gharat, (x) Indu Arun Patil, (xi) Vasant Narayan Gawad and (xii) Janibai Nana Patil jointly and severally appointed Nandu Vitthal Mhatre to do perform and execute all or any acts on their behalf.
3. By and under an Agreement for Sale dated 23rd June, 2004 executed by and between (i) Motiram Bistur Mhatre, (ii) Parvatibai Vitthal Mhatre, (iii) Nandu Vitthal Mhatre, (iv) Shobha Pramud Patil, (v) Jotsana Naresh Thakur, (vi) Bhalchandra Pandurang Gawad, (vii) Vishnu Pandurang Gawad, (viii) Narsu Pandurang Gawad, (ix) Meena Vasudev Gharat, (x) Indu Arun Patil, (xi) Vasant Narayan Gawad and (xii) Janibar Nana Patil therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendors inter- alia agreed to sell, convey and transfer their

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- right, title and interest in 1/2 share with respect to all that piece and parcel of land admeasuring 7710 square meters and bearing Survey No. 71[173] Hissa no 4 situated at Village Dongare, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.
4. By a General Power of Attorney dated 26th June, 2004 the said (i) Motiram Bistur Mhatre (ii) Parvatibai Vitthal Mhatre. (iii) Nandu Vitthal Mhatre. (iv) Shobha Pramud Patil, (v) Jotsana Naresh Thakur. (vi) Bhalchandra Pandurang Gawad. (vii) Vishnu Pandurang Gawad. (viii) Narsu Pandurang Gawad, (ix) Meena Vasudev Gharat, (x) Indu Arun Patil, (xi) Vasant Narayan Gawad and (xii) Janibai Nana Patil jointly and severally appointed Rakeshkumar Wadhawan to do perform and execute all or any acts on their behalf.
 5. By and under a Deed of Conveyance dated 1st February, 2005 executed by and between Motiram Bistur Mhatre, (ii) Parvatibai Vitthal Mhatre, (iii) Nandu Vitthal Mhatre. (iv) Shobha Pramud Patil, (v) Jotsana Naresh Thakur, (vi) Bhalchandra Pandurang Gawad, (vii) Vishnu Pandurang Gawad, (viii) Narsu Pandurang Gawad, (ix) Meena Vasudev Gharat, (x) Indu Arun Patil, (xi) Vasant Narayan Gawad and (xii) Janibai Nana Patil therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part and registered with the Sub Registrar of Assurances under Serial No. Vasai2- 800 of 2006, the aforesaid vendors through their constituted attorney Nandu Vitthal Mahtre inter- alia sold, conveyed and transferred their right, title and interest in 1/2 share with respect to all that piece and parcel of land admeasuring 7710 square meters and bearing Survey No. 71[173] Hissa no.4 situated at Village Dongare, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.
 6. By and under an Agreement for Sale dated 23rd March, 1995, executed by and between (i) Mukund Patil, (ii) Atmaram Mukund Patil, (iii) Jairam Mukund Patil and (iv) Narmada Laxuman Mhatre therein referred to as the Vendors of the One Part and NLDC therein referred to as the Purchaser of the Other Part and registered with the Office of the Sub- Registrar of Assurances under Serial No 499 of 1995 the aforesaid vendors inter- alia agreed to sell, convey and transfer all that piece and parcel of land admeasuring 7710 square meters and bearing Survey No. 71[173] Hissa no.4 situated at Village Dongare, Taluka

Vasai, in favour of NLDC at or for a consideration and on the terms and conditions specified therein.

7. By a General Power of Attorney dated 30th March, 2003 the said (i) Nirabai (Alias) Manibai Alo Patil, (ii) Naresh Alo Patil, (iii) Shashikala Sudam Patil, (iv) Sunil Alo Patil, (v) Anjana Naresh Patil, (vi) Atmaram Mukund Patil (vii) Anant Mukund Patil, (viii) Nirabai Kashinath Patil, (ix) Devikabai Krishna Patil, (x) Narmada Laxuman Mhatre and (xi) Laxman Mankya Patil jointly and severally appointed Jayaram Mukund Patil to do perform and execute all or any acts on their behalf.
8. By and under an Agreement for Sale dated 2nd May, 2003 executed by and between (i) Nirabai (Alias) Manibai Alo Patil, (ii) Naresh Alo Patil, (iii) Shashikala Sudam Patil, (iv) Sunil Alo Patil, (v) Anjana Naresh Patil, (vi) Atmaram Mukund Patil (vii) Anant Mukund Patil, (viii) Nirabai Kashinath Patil, (ix) Jairam Mukund Patil and (x) Narmada Laxuman Mhatre therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 7710 square meters and bearing Survey No. 71[173] Hissa no.4 situated at Village Dongare, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.
9. By a General Power of Attorney dated 2nd May, 2003 the said (i) Nirabai (Alias) Manibai Alo Patil, (ii) Naresh Alo Patil, (iii) Shashikala Sudam Patil, (iv) Sunil Alo Patil, (v) Anjana Naresh Patil, (vi) Atmaram Mukund Patil (vii) Anant Mukund Patil, (viii) Nirabai Kashinath Patil, (ix) Jairam Mukund Patil, (x) Narmada Laxuman Mhatre, (xi) Laxman Mankya Patil and (xii) Devikabai Krishna Patil jointly and severally appointed Rakeshkumar Wadhawan to do perform and execute all or any acts on their behalf.
10. By and under a Deed of Conveyance dated 20th July, 2005 executed by and between (i) Nirabai (Alias) Manibai Alo Patil, (ii) Naresh Alo Patil, (iii) Shashikala Sudam Patil, (iv) Sunil Alo Patil, (v) Anjana Naresh Patil, (vi) Atmaram Mukund Patil (vii) Anant Mukund Patil, (viii) Nirabai Kashinath Patil, (ix) Jairam Mukund Patil, (x) Narmada Laxuman Mhatre, (xi) Laxman Mankya Patil and (xii) Devikabai Krishna Patil, therein referred to as the Vendors of the

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First Part and NLDC therein referred to as the Confirming Party of the Second Part and PLDC therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No. Vasai2- 4359 of 2005, the aforesaid vendors through their constituted attorney Jairam Mukund Patel *inter- alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 7710 square meters and bearing Survey No 71[173] Hissa no.4 situated at Village Dongare, Taluka Vasai, in favour of PLDC and NLDC confirmed the aforesaid sale at or for a consideration and on the terms and conditions specified therein.

11. It appears that, (i) Laxman Mankya Patil and (ii) Devikabai Krishna Patil, both minors have been joined as Vendors to the Deed of Conveyance dated 20th July, 2005 with respect to land bearing 71[173] Hissa no.4. The aforesaid Deed of Conveyance states that the sale of the subject land is for legal necessity and for the benefit and in the interest of the members of the family. However, it does not record the subject land to be a HUF property and we have not been provided with any orders from the Court with respect to the sale of minors' share in the subject land
 12. The present 7/12 extract in respect of land bearing Survey No. 71[173] Hissa no 4 reflects the name of PLDC through its partner Rakeshkumar Wadhwan as the owner thereof
 13. On perusal of the 7/12 extract in respect of land bearing Survey No 71[173] Hissa no.4, we find that Mutation Entry Nos 1228, 1710 and 3087 are being reflected in the other rights column. However, we have not been furnished with copies of the aforesaid Mutation Entries.
- (ii) **All that piece and parcel of land admeasuring 3450 square meters (out of which land admeasuring 255.94 square meters forms a part of the said Land) and bearing Survey No. 69 Hissa no.5**
1. The 7/12 extract of Survey No 69[172] Hissa no.5 reflected the names of (i) Raghunath Motiram Mangela (ii) Jagannath Motiram Mangela (iii) Dattatray Motiram Mangela (iv) Vinayak Motiram Mangela (v) Suresh Motiram Mangela as the owners thereof.

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2. By and under an Agreement for Sale dated 12th December, 2005 executed by and between (i) Raghunath Mangeela (ii) Jagannath Motiram Mangela (iii) Dattatray Motiram Mangela (iv) Vinayak Motiram Mangela and (v) Suresh Motiram Mangela therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part. the aforesaid vendors *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 3450 square meters and bearing Survey No. 69[172] Hissa no.5 situated at Village Dongare, Taluka Vasai. in favour of PLDC at or for a consideration and on the terms and conditions specified therein.
3. By a General Power of Attorney dated 17th December, 2005 (i) Raghunath Mangeela (ii) Jagannath Motiram Mangela (iii) Dattatray Motiram Mangela (iv) Vinayak Motiram Mangela (v) Suresh Motiram Mangela jointly and severally appointed Ajit Galwankar to do perform and execute all or any acts on their behalf.
4. By a General Power of Attorney dated 17th December, 2005 (i) Raghunath Mangeela (ii) Jagannath Motiram Mangela (iii) Dattatray Motiram Mangela (iv) Vinayak Motiram Mangela (v) Suresh Motiram Mangela jointly and severally appointed Rakeshkumar Wadhwan to do perform and execute all or any acts on their behalf.
5. By and under a Deed of Conveyance dated 3rd June, 2008 (i) Raghunath Motiram Mangela (ii) Jagannath Motiram Mangela (iii) Dattatray Motiram Mangela (iv) Vinayak Motiram Mangela and (v) Suresh Motiram Mangela therein referred to as the Vendors of First Part and PLDC of the Second Part and registered with the Sub - Registrar of Assurances under Serial No. Vasai 2 - 6574 of 2008 therein referred to as the Purchasers, the aforesaid vendors through their constituted attorney Shri Ajit R. Galwankar *inter- alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 3450 square meters and bearing Survey No. 69[172] Hissa No. 5, situated at Village Dongare, Taluka Vasai, in favour of PLDC.
6. The present 7/12 extract in respect of Survey No. 69[172] Hissa no.5 reflects the name of Housing Development and Infrastructure Ltd through its director Rakeshkumar Wadhwan

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7. On perusal of the 7/12 extract in respect of land bearing Survey No. 66[169] Hissa no.5 we find Mutation Entry No. 1509 and 5261 are reflected in the other rights column. However, we have not been furnished with the copies of the aforesaid Mutation Entry.

(xiv) All that piece and parcel of land admeasuring 1430 square meters (out of which land admeasuring 200.25 square meters forms a part of the said Land) and bearing Survey No. 14[438] Hissa no.4

1. The 7/12 extract of Survey No. 14[438] Hissa no.4 reflected the names of Shrikrishna Anant Vichare as the owner thereof.
2. Mutation Entry No 11 records that the said Shrikrishna Anant Vichare purchased the land bearing Survey No. 14[438] Hissa no.4 from one Devki Chandryachi. However we have not been furnished with a copy of the said Mutation Entry.
3. By and under an Agreement for Sale dated 3rd August, 2003 executed by and between Shri Shrikrishna Anant Vichare therein referred to as the Vendor of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendor *inter- alia* agreed to sell, convey and transfer all that piece and parcel of land admeasuring 1430 square meters and bearing Survey No. 14[438] Hissa no.4 situated at Village Dongare, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.
4. By a General Power of Attorney dated 3rd August, 2003 Shri Shrikrishna Anant Vichare appointed Rakeshkumar Wadhwan to do perform and execute all or any acts on their behalf.
5. By and under a Deed of Conveyance dated 2nd March, 2006, executed by and between Shrikrishna Anant Vichare therein referred to as the Vendor of the One Part and PLDC therein referred to as the Purchaser of the Other Part and registered with the Sub Registrar of Assurances under Serial No. Vasai2- 1718 of 2006, the aforesaid vendor *inter- alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 1430 square meters and bearing Survey No. 14[438] Hissa no.4 situated at Village Dongare, Taluka Vasai, in

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favour of PLDC at or for a consideration and on the terms and conditions specified therein

6. The present 7/12 extract in respect of land bearing Survey No. 14[438] Hissa no.4 reflects the name of PLDC in respect of 200.25 square meters together with one Evershine Developers in respect of 1229.75 square meters as the owner thereof. However, we have been informed that the sub-division in relation to Survey No. 14 Hissa no.4 has not taken place till date.

(xv) **All that piece and parcel of land admeasuring 4770 square meters (out of which land admeasuring 1542.38 square meters forms a part of the said Land) and bearing Survey No. 70[174] Hissa no.6**

1. The 7/12 extract of Survey No. 70[174] Hissa no.6 reflected the names of Ramchandra Vinayak Patil as the owner thereof.
2. Mutation Entry No 5453 records that on 10th March, 1975 the said Ramchandra Vinayak Patil purchased the land bearing Survey No 70[174] Hissa no 6 from (i) Molubai Dharma Gawad, (ii) Hirubai Bhiva Bhoir and (iii) Laxman Sinu.
3. By a General Power of Attorney dated 12th August, 2004 Ramchandra Vinayak Patil appointed Rakeshkumar Wadhwan to do perform and execute all or any acts on their behalf.
4. By and under a Deed of Conveyance dated 15th October 2006 executed by and between Ramchandra Vinayak Patil therein referred to as the Vendor of the One Part and PLDC therein referred to as the Purchaser of the Other Part, the aforesaid vendor through their constituted attorney Rakeshkumar Wadhwan *inter- alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 4770 square meters and bearing Survey No 70[174] Hissa no.6 situated at Village Dongare, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.
5. By and under a Deed Confirmation dated 27th July, 2010 executed by and between Ramchandra Vinayak Patil therein referred to as the Vendor of the One Part and PLDC therein referred to as the Purchaser of the Other Part and registered with the Sub- Registrar of Assurances under Serial No. Vasai2-

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11157 of 2010, the aforesaid vendor through their constituted attorney Rakeshkumar Wadhwan confirmed that the aforesaid Deed of Conveyance 15th October 2006 was valid and subsisting.

6. The present 7/12 extract in respect of Survey No. 70[174] Hissa no 6 reflects the name of PLDC through its propnetor HDIL as the owner thereof and there are no claims or adverse entries are reflected on the 7/12 extract of the aforesaid land.

(xvi) **All that piece and parcel of land admeasuring 630 square meters (out of which land admeasuring 606.40 square meters forms a part of the said Land) and bearing Survey No. 66 [169] Hissa no.4**

1. The 7/12 extract of Survey No. 66[169] Hissa no.4 reflected the names of (i) Pushpa Thakur, (ii) Kanchan Thakur, (iii) Hitesh Thakur, (iv) Dhalvesh Thakur (v) Sunil Chorghe and (vi) Bharat Sitaram Mahtre as the owners thereof.
2. By a General Power of Attorney dated 25th January, 2005 (i) Pushpa Thakur, (ii) Kanchan Thakur, (iii) Hitesh Thakur, (iv) Dhalvesh Thakur (v) Sunil Chorghe and (vi) Bharat Sitaram Mahtre appointed Sunil Chorghe to do perform and execute all or any acts on their behalf.
3. By and under a Deed of Conveyance dated 31st July, 2006 executed by and between (i) Pushpa Thakur, (ii) Kanchan Thakur, (iii) Hitesh Thakur, (iv) Dhalvesh Thakur and (v) Sunil Chorghe therein referred to as the Vendors of the One Part and PLDC therein referred to as the Purchaser of the Other Part and registered with the Sub Registrar of Assurances under Senal No. Vasai2-6807 of 2006, the aforesaid vendors through their constituted attorney Sunil Chorghe *inter- alia* sold, conveyed and transferred all that piece and parcel of land admeasuring 630 square meters and bearing Survey No. 66[169] Hissa no.4 situated at Village Dongare, Taluka Vasai, in favour of PLDC at or for a consideration and on the terms and conditions specified therein.
4. The said Bharat Sitaram Mahtre (one of the owner of the subject land) has not been joined as vendor to the Deed of Conveyance dated 31st July, 2006 with respect to land bearing Survey No. 66 [169] Hissa no 4 However, we have not

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been furnished with any documents with respect to the relinquishment of his share, title, interest in respect of the subject land or with respect to his demise.

5. The present 7/12 extract in respect of Survey No. 66[169] Hissa no.4 reflects the name of PLDC through its proprietor HDIL as the owner thereof and there are no claims or adverse entries are reflected on the 7/12 extract of the aforesaid land

(PLDC Conveyances- I and PLDC Conveyances- II are hereinafter collectively referred to as "PLDC Conveyances")

- (d) In the year 2006, the name of HDIL was changed to Housing Development and Infrastructure Limited ("HDIL") and a fresh certificate of registration was issued by the Registrar of Companies on August 29, 2006 reflecting the aforesaid change in name.
- (e) By and under diverse deeds of conveyance made between the original owners therein referred to as the Vendors of One Part and HDIL therein referred to as the Purchaser of the Other Part, the then owners agreed to sell, convey and transfer all that piece and parcel of land admeasuring **3210 square meters** in aggregate (out of which land admeasuring **590.72 square meters** forms a part of the said Land) and more particularly as set out below in favour of HDIL at or for the consideration and on the terms and conditions specified therein ("**HDIL Conveyances**") The details of the land forming a part of HDIL Conveyances is as set out below:-

(i) **All that piece and parcel of land admeasuring 910 square meters (out of which land admeasuring 108.32 square meters forms a part of the said Land) and bearing Survey No. 66 [169] Hissa no. 5**

1. The 7/12 of Survey No. 66[169] Hissa no. 5 reflected the names of (i) Ramesh Govind Dalvi, (ii) Parshuram Govind Dalvi, (iii) Aanandibai Aatmaram Dalvi, (iv) Kapana Vinod Patil, (v) Chitra Rajendra Bhoir (vi) Sanjay Aatmaram Dalvi, (vii) Mahesh Aatmaram Dalvi, (ix) Naresh Govind Dalvi and (x) Vasanti Narayan Patil as the owners thereof
2. By a General Power of Attorney dated 12th August, 2008 the said (i) Ramesh Govind Dalvi, (ii) Laxmibai Ramesh Dalvi, (iii) Ajay Ramesh Dalvi, (iv) Pinki

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- Ramesh Dalvi, (v) Roshma Ramesh Dalvi, (vi) Parshuram Govind Dalvi, (vii) Vijaya Parshuram Dalvi, (viii) Sadashiv Parshuram Dalvi, (ix) Shubhangi Parshuram Dalvi, (x) Aanandibai Aatmaram Dalvi, (xi) Kalpana Vinod Patil, (xii) Chitra Rajendra Bhoir, (xiii) Sanjay Aatmaram Dalvi, (xiv) Mahesh Aatmaram Dalvi, (xv) Naresh Govind Dalvi, (xvi) Vasanti Narayan Patil and (xvii) Sandhya Parshuram Dalvi jointly and severally appointed Waman Govind Patil to do perform and execute all or any acts on their behalf.
- 3 By and under an Agreement for Sale dated 12th August, 2008 executed by and between (i) Ramesh Govind Dalvi, (ii) Laxmibai Ramesh Dalvi, (iii) Ajay Ramesh Dalvi, (iv) Pinki Ramesh Dalvi, (v) Reshma Ramesh Dalvi, (vi) Parshuram Govind Dalvi, (vii) Vijaya Parshuram Dalvi, (viii) Sadashiv Parshuram Dalvi, (ix) Shubhangi Parshuram Dalvi, (x) Aanandibai Aatmaram Dalvi, (xi) Kalpana Vinod Patil, (xii) Chitra Rajendra Bhoir, (xiii) Sanjay Aatmaram Dalvi, (xiv) Mahesh Aatmaram Dalvi, (xv) Naresh Govind Dalvi, (xvi) Vasanti Narayan Patil and (xvii) Sandhya Parshuram Dalvi therein referred to as the Vendors of the One Part and HDIL therein referred to as the Purchaser of the Other Part, the aforesaid vendors agreed to sell, convey and transfer all that piece and parcel of land admeasuring 910 square meters being Survey No. 66[169] Hissa no. 5 situated at Village Dongare, Taluka Vasai, in favour of HDIL at or for a consideration and on the terms and conditions specified therein.
- 4 By a General Power of Attorney dated 12th August, 2008 the said (i) Ramesh Govind Dalvi, (ii) Laxmibai Ramesh Dalvi, (iii) Ajay Ramesh Dalvi, (iv) Pinki Ramesh Dalvi, (v) Reshma Ramesh Dalvi, (vi) Parshuram Govind Dalvi, (vii) Vijaya Parshuram Dalvi, (viii) Sadashiv Parshuram Dalvi, (ix) Shubhangi Parshuram Dalvi, (x) Aanandibai Aatmaram Dalvi, (xi) Kalpana Vinod Patil, (xii) Chitra Rajendra Bhoir, (xiii) Sanjay Aatmaram Dalvi, (xiv) Mahesh Aatmaram Dalvi, (xv) Naresh Govind Dalvi, (xvi) Vasanti Narayan Patil and (xvii) Sandhya Parshuram Dalvi jointly and severally appointed Rakeshkumar Wadhwan to do perform and execute all or any acts on their behalf.
5. By and under a Deed of Conveyance dated 19th January, 2009 executed by and between (i) Ramesh Govind Dalvi, (ii) Laxmibai Ramesh Dalvi, (iii) Ajay Ramesh Dalvi, (iv) Pinki Ramesh Dalvi, (v) Reshma Ramesh Dalvi, (vi) Parshuram Govind Dalvi, (vii) Vijaya Parshuram Dalvi, (viii) Sadashiv

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Parshuram Dalvi, (ix) Shubhangi Parshuram Dalvi, (x) Aanandibai Aatmaram Dalvi, (xi) Kalpana Vinod Patil, (xii) Chitra Rajendra Bhoir, (xiii) Sanjay Aatmaram Dalvi, (xiv) Mahesh Aatmaram Dalvi, (xv) Naresh Govind Dalvi and (xvi) Vasanti Narayan Patil therein referred to as the Vendors of the One Part and Rakeshkumar Wadhwan of HDIL therein referred to as the Purchaser of the Other Part, the aforesaid vendors through their constituted attorney Waman Govind Patil sold conveyed and transferred all that piece and parcel of land admeasuring 910 square meters being Survey No. 66[169] Hissa no 5 situated at Village Dongare, Taluka Vasai, in favour of HDIL at or for a consideration and on the terms and conditions specified therein.

6. We note that one Sandhya Parshuram Dalvi (one of the vendors under the Agreement for Sale dated 12th August, 2008) has not been made party to the aforesaid Deed of Conveyance dated 19th January, 2009. However, we have not been furnished with any documents with respect to the relinquishment of her share, title, interest in respect of the subject land or with respect to his demise.
 7. The present 7/12 extract in respect of land bearing Survey No. 66[169] Hissa no. 5 admeasuring 910 square meters in aggregate reflects the name of HDIL through its director Rakeshkumar Wadhwan as the owner thereof and there are no claims or adverse entries are reflected on the 7/12 extract of the aforesaid land.
- (ii) **All that piece and parcel of land admeasuring 1770 square meters (out of which land admeasuring 358.29 square meters forms a part of the said Land) and bearing Survey No. 70[174] Hissa no.3**
1. The 7/12 of Survey No. 70[174] Hissa no 3 reflected the name of Somaribai Manglya Bhoir as the owner thereof.
 2. By a General Power of Attorney dated 14th December, 2007 the said (i) Somaribai Manglya Bhoir, (ii) Sitabai Ramchandra, (iii) Bharti Raghunath Patil, (iv) Manjula Bhaskar Bhoir and (v) Kala Ramesh Bhoir jointly and severally appointed Sharad Amrutlal Desai to do perform and execute all or any acts on their behalf.

3. By and under an Agreement for Sale dated 14th Dec, 2007 executed by and between (i) Somaribai Manglya Bhoir, (ii) Sitabai Ramchandra, (iii) Bharti Raghunath Patil (iv) Manjula Bhaskar Bhoir and (v) Kala Ramesh Bhoir therein referred to as the Vendors of the One Part and HDIL therein referred to as the Purchaser of the Other Part, the aforesaid vendors agreed to sell, convey and transfer all that piece and parcel of land admeasuring 1770 square meters being Survey No. 70[174] Hissa no.3 situated at Village Dongare, Taluka Vasai in favour of HDIL at or for a consideration and on the terms and conditions specified therein.
 4. By a General Power of Attorney dated 14th December, 2007 the said (i) Somaribai Manglya Bhoir, (ii) Sitabai Ramchandra, (iii) Bharti Raghunath Patil, (iv) Manjula Bhaskar Bhoir and (v) Kala Ramesh Bhoir jointly and severally appointed Rakeshkumar Wadhwan to do perform and execute all or any acts on their behalf
 5. By and under a Deed of Conveyance dated 3rd June, 2008 executed by and between (i) Somaribai Manglya Bhoir, (ii) Sitabai Ramchandra, (iii) Bharti Raghunath Patil, (iv) Manjula Bhaskar Bhoir and (v) Kala Ramesh Bhoir others therein referred to as the Vendors of the One Part and Rakeshkumar Wadhwan of HDIL therein referred to as the Purchaser of the Other Part and registered with the office of the Sub- Registrar of Assurances under Serial No. 6557 of 2008 the aforesaid vendors through their constituted attorney Sharad Amrutlal Desai sold, conveyed and transferred all that piece and parcel of land admeasuring 1770 square meters being Survey No. 70[174] Hissa no.3 situated at Village Dongare, Taluka Vasai, in favour of HDIL at or for a consideration and on the terms and conditions specified therein.
 6. The present 7/12 extract in respect of land bearing Survey No. 70[174] Hissa no.3 admeasuring 1770 square meters in aggregate reflects the name of HDIL through its director Rakeshkumar Wadhwan as the owner thereof and there are no claims or adverse entries are reflected on the 7/12 extract of the aforesaid land.
- (iii) All that piece and parcel of land admeasuring 530 square meters (out of which land admeasuring 124.11 square meters forms a part of the said Land) and bearing Survey No. 66[169] Hissa no.3

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1. The 7/12 of Survey No. 66[169] Hissa no.3 reflected the names of (i) Manjula Vasudev Patil, (ii) Parshuram Vasudev Patil, (iii) Aatmaram Vasudev Patil, (iv) Sharada Bharat Patil, (v) Manda Vijay Bhandari, (vi) Pramod Chandrakant Patil, (vii) Vanita Purshottam Patil, (viii) Sangita Mohan Patil, (ix) Vijaya Chandrakat Patil, (x) Tukaram Vithu Patil, (xi) Sakharam Vithu Patil, (xii) Bhalchandra Vithu Patil, (xiii) Suresh Vithu Patil, (xiv) Dayanand Vithu Patil and (xv) Somaribai Devram Patil as the owners thereof.

2. By a General Power of Attorney dated 29th July, 2008 the (i) Manjula Vasudev Patil, (ii) Parshuram Vasudev Patil, (iii) Aatmaram Vasudev Patil, (iv) Sharada Bharat Patil, (v) Manda Vijay Bhandari, (vi) Pramod Chandrakant Patil, (vii) Vanita Purshottam Patil, (viii) Sangita Mohan Patil, (ix) Vijaya Chandrakat Patil, (x) Tukaram Vithu Patil, (xi) Sakharam Vithu Patil, (xii) Bhalchandra Vithu Patil, (xiii) Suresh Vithu Patil, (xiv) Dayanand Vithu Patil and (xv) Somaribai Devram Patil jointly and severally appointed Parshuram Vasudev Patil to do perform and execute all or any acts on their behalf.

3. By and under an Agreement for Sale dated 29th July, 2008 the (i) Manjula Vasudev Patil, (ii) Parshuram Vasudev Patil, (iii) Aatmaram Vasudev Patil, (iv) Sharada Bharat Patil, (v) Manda Vijay Bhandari, (vi) Pramod Chandrakant Patil, (vii) Vanita Purshottam Patil, (viii) Sangita Mohan Patil, (ix) Vijaya Chandrakat Patil, (x) Tukaram Vithu Patil, (xi) Sakharam Vithu Patil, (xii) Bhalchandra Vithu Patil, (xiii) Suresh Vithu Patil, (xiv) Dayanand Vithu Patil and (xv) Somaribai Devram Patil therein referred to as the Vendors of the One Part and HDIL therein referred to as the Purchaser of the Other Part, the aforesaid vendors agreed to sell, convey and transfer all that piece and parcel of land admeasuring 530 square meters being Survey No. No66 [169] Hissa no.3 situated at Village Dongare, Taluka Vasai, in favour of HDIL at or for a consideration and on the terms and conditions specified therein.

4. By a General Power of Attorney dated 29th July, 2008 the (i) Manjula Vasudev Patil, (ii) Parshuram Vasudev Patil, (iii) Aatmaram Vasudev Patil, (iv) Sharada Bharat Patil, (v) Manda Vijay Bhandari, (vi) Pramod Chandrakant Patil, (vii) Vanita Purshottam Patil, (viii) Sangita Mohan Patil, (ix) Vijaya Chandrakat Patil, (x) Tukaram Vithu Patil, (xi) Sakharam Vithu Patil, (xii) Bhalchandra Vithu Patil, (xiii) Suresh Vithu Patil, (xiv) Dayanand Vithu Patil and (xv) Somaribai Devram

Patil jointly and severally appointed Rakeshkumar Wadhwan to do perform and execute all or any acts on their behalf.

5. By and under a Deed of Conveyance dated 13th March, 2009 executed by and between (i) Manjula Vasudev Patil, (ii) Parshuram Vasudev Patil, (iii) Aatmaram Vasudev Patil, (iv) Sharada Bharat Patil, (v) Manda Vijay Bhandari, (vi) Pramod Chandrakant Patil, (vii) Vanita Purshottam Patil, (viii) Sangita Mohan Patil, (ix) Vijaya Chandrakant Patil, (x) Tukaram Vithu Patil, (xi) Sakharam Vithu Patil, (xii) Bhalchandra Vithu Patil, (xiii) Suresh Vithu Patil, (xiv) Dayanand Vithu Patil and (xv) Somariba Devram Patil therein referred to as the Vendors of the One Part and Rakeshkumar Wadhwan of HDIL therein referred to as the Purchaser of the Other Part and registered with the office of the Sub- Registrar of Assurances under Serial No 1768 of 2009 the aforesaid vendors through their constituted attorney Parshuram Vasudev Patil sold, conveyed and transferred all that piece and parcel of land admeasuring 530 square meters being Survey No.66[169] Hissa no 3 situated at Village Dongare, Taluka Vasai, in favour of HDIL at or for a consideration and on the terms and conditions specified therein.
 6. The present 7/12 extract in respect of land bearing Survey No 66[169] Hissa no.3 admeasuring 530 square meters in aggregate reflects the name of HDIL through its director Rakeshkumar Wadhwan as the owner thereof.
 7. On perusal of the 7/12 extract in respect of land bearing Survey No 66[169] Hissa no.3, we find Mutation Entry No. 1161 is reflected in the other rights column. However, we have not been furnished with the aforesaid Mutation Entry.
- (f) By the letter dated 7th January, 2009 addressed to Mumbai Metropolitan Region Development Authority (MMRDA), HDIL has submitted a proposal for the development of Rental Housing Scheme ("Scheme") on the land admeasuring 20,52,313.25 square meters ("the said Larger Land") and by the letter dated 2nd February 2009, MMRDA has granted Location Clearance in respect of the said Larger Land on the terms and conditions mentioned therein.
- (g) The "City and Industrial Development Corporation of Maharashtra Limited" by their letter dated 28th May 2009 and bearing No. CIDCO/VVSR/NAP & CC/BP-4466/W/4002 has granted a NOC for obtaining the required permission for the

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development of Sector No. II and Sector No. III out of the said Larger Land ("NOC") and sanctioned the layout in respect of the said Larger Land to be developed by HDIL ("Sanctioned Layout"). The said Land forms part of the Sector II (which Sector II is a part of the Larger Land)

- (h) The said Sanctioned Layout in respect of the said Larger Land has various sectors and the same are shown as Sector No. I to X on the Sanctioned Layout and the sanctioned FSI in respect of the Larger Land as stated in the sanctioned plan aggregates to 585552.01 square meters of total built up area.
- (i) Further CIDCO by their letter dated 5th July 2010 and bearing Letter No. CIDCO/VVSR/RDP/BP-4486/W/801, has granted revised development permission and the commencement certificate for developing the said Sector No. II and Sector No. III of the Larger Land ("CC").
- (j) The NOC and CC stipulates that the present FSI permissible is computed on the basis of base FSI of the Larger Land. The incentive FSI as permissible and available under the MMRDA Rental Housing Scheme shall be inter-alia subject to the conditions stated therein including the execution of an agreement by HDIL with MMRDA.
- (k) The 7/12 extracts in respect of a portion of the said Land being Survey No.14[438] Hissa No 1, Survey No 14[438] Hissa No. 4, Survey No.14[438] Hissa No 31, Survey No.14[438] Hissa No 32, Survey No.66 [169] Hissa No 4, Survey No.66[169] Hissa No.24/2, Survey No.68[171] Hissa No.1, Survey No.69[172] Hissa No.1, Survey No 69[172] Hissa No.2, Survey No.69 [172] Hissa No.3, Survey No.69 [172] Hissa No 4, Survey No 69[172] Hissa No 5, Survey No. 69[172] Hissa No.6, Survey No.70[174] Hissa No.6 and Survey No.71[173] Hissa No.4 reflect the name of PLDC.
- (l) By and under a Development Agreement dated 3rd July, 2011 executed between the HDIL of the One Part and the Ekta Housing Private Limited of the Other Part and registered with the office of the Sub- Registrar of Assurance under Serial No VSE2/9611/2011, (hereinafter referred to as "the said First Development Agreement") the HDIL has granted to Ekta, development rights in respect of a portion of land admeasuring 4600.34 square meters situate at Village Dongare, Taluka Vasai forming a part of the Sector III of the Layout Land (hereinafter referred to as "the said First Land") and more particularly described in the First Schedule

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hereunder written and have sold to the Developers FSI of 1,80,494 square feet of minimum built up area (including balcony, staircase, lift, lift lobby etc) out of the Layout Land for utilisation thereof on the said First Land for the consideration in the manner and on the terms and conditions as stated therein.

- (m) By and under a Development Agreement dated 3rd July, 2011 executed between the HDIL of the One Part and the Ekta Parksville Homes Private Limited of the Other Part and registered with the office of the Sub- Registrar of Assurance under Serial No.VSE2/9547/2011, (hereinafter referred to as "the said **Second Development Agreement**") the HDIL granted to Ekta, development rights in respect of a portion of land admeasuring 8776.39 square meters situate at Village Dongare, Taluka Vasai forming a part of the Sector III of the Layout Land (hereinafter referred to as "the said **Second Land**") and more particularly described in the **Second Schedule** hereunder written and have sold to the Developers FSI of 3,65,547 square feet of minimum built up area (including balcony, staircase, lift, lift lobby etc) out of the Layout Land for utilisation thereof on the said **Second Land** for the consideration in the manner and on the terms and conditions as stated therein

(The said First Land and the said Second Land are hereinafter collectively referred to as the "**said Land**" and more particularly described in the **Third Schedule** hereunder written).

- (n) We have been informed by Ekta that that due to inadvertence and oversight of the parties under the First development Agreement and the Second Development Agreement, they have wrongly recorded the old survey number corresponding to the New Survey No.69 as Old Survey No. 173 instead of Old Survey No. 172, details of which is mentioned hereinbelow:-

Wrongly mentioned Survey No.		Correct Survey No.	
Survey No.	Hissa No.	Survey No.	Hissa No.
69(173)	1	69(172)	1
69(173)	2	69(172)	2
69(173)	3	69(172)	3
69(173)	4	69(172)	4
69(173)	5	69(172)	5
69(173)	6	69(172)	6

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However, no deed or document rectifying the aforesaid mistakes has been executed till date

- (o) On perusal of the sanctioned lay-out plan, we find that certain portions of the said Land are reserved as Recreation Grounds (RG Reservation).
- (p) We have issued a Public Notice in (i) The Economic Times and (ii) The Maharashtra Times on 14th September, 2011 inviting claims in respect of the said Land. We state that we have not received any valid claims from any person till today.
- (q) By and under a Deed of Mortgage dated 28th July, 2008 executed by and between HDIL and Punjab National Bank (Large Corporate Branch) and registered with the Sub-Registrar of Assurances under Serial No.8475 of 2008 and a Rectification Deed dated 11th May, 2009 executed by and between HDIL and Punjab National Bank and registered with the Sub-Registrar of Assurances under Serial No.3393 of 2009, a mortgage has been created on a portion of the said Land. By and under a Deed of Reconveyance of Mortgage dated 6th October 2010 and registered with the Sub-Registrar of Assurances under Serial No.14407 of 2010 the mortgage on the said Land has been redeemed.
- (r) The search conducted at the office of Sub-Registrar of Assurances refers to documents, which have not been furnished to us a list of which is marked and annexed hereto as Annexure 'A'. We are not commenting or forming any opinions based on the documents specified therein
- (s) The search conducted at the office of Sub-Registrar of Assurances refers to a Development Agreement dated 19th October 2010 executed by and between M/s. Housing Development & Infrastructure Ltd. of the one part and M/s. Mangalmurti Associates of the other part and registered with the office of the Sub Registrar of Assurances, Vasai-2 under Serial No. 17932/2010. However, on perusal of the aforesaid Agreement it seems that it does not pertain to the said Land.
- (t) The search conducted at the office of Sub-Registrar of Assurances refers to a Conveyance Deed dated 9th August 2005 executed by PLDC of the one part and M/s Evershine Developers of the other part and registered with the office of the Sub Registrar of Assurances, Vasai-2 under Serial No. 4609/2005. However, on perusal of the aforesaid Agreement it seems that it does not pertain to the said Land.

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- (u) The search conducted at the office of Sub-Registrar of Assurances refers to a Conveyance Deed dated 8th February 2006 executed by and between M/s. Palghar Land Development Corporation of the one part and M/s. Evershine Developers of the other part and registered with the office of the Sub Registrar of Assurances, Vasai-2 under Serial No. 1045 /2006. On the perusal of the same it emerges that by and under a Development Agreement dated 9th August, 2005 executed between PLDC therein referred to as the Owner of the One Part and Evershine Developers therein referred to as the Developer of the Second Part ("**Evershine Development Agreement**"). PLDC granted development rights unto Evershine Developers with respect to land admeasuring 8,93,501 square meters which comprised of the following portions of the said Land being Survey No.14 [438] Hissa No.1 admeasuring 430.00 square meters, Survey No.14 [438] Hissa No.4 admeasuring 1430.00 square meters, Survey No.14 [438] Hissa No.31 admeasuring 3440.00 square meters, Survey No.14 [438] Hissa No.32 admeasuring 860.00 square meters, Survey No.68 [171] Hissa No.1 admeasuring 9280.00 square meters, Survey No.69 [172] Hissa No.1 admeasuring 1160.00 square meters, Survey No.69 [172] Hissa No.2 admeasuring 1210.00 square meters, Survey No.69 [172] Hissa No.3 admeasuring 2370.00 square meters, Survey No.69 [172] Hissa No.4 admeasuring 560.00 square meters, Survey No.69 [172] Hissa No.6 admeasuring 1590.00 square meters and Survey No 71 [173] Hissa No 4 admeasuring 3855.00 square metres. Subsequently, by and under a Deed of Rectification dated 11th April, 2009 executed between PLDC therein referred to as the Vendor of the First Part, (i) Rakesh Kuldip Singh Wadhwan and (ii) Waryam Singh Kartar Singh Arora therein referred to as the Confirming Parties of the Second Part and Evershine Developers therein referred to as the Purchaser of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 3458 of 2009. it was reiterated that PLDC granted development rights unto Evershine Developers with respect to land admeasuring 8,83,211 , square meters which was more particularly described in the First Schedule thereunder written and comprised of the following portions of the said Land being Survey No.14 [438] Hissa No.1 admeasuring 430.00 square meters, Survey No.14 [438] Hissa No 4 admeasuring 1430.00 square meters, Survey No.14 [438] Hissa No 31 admeasuring 3440.00 square meters, Survey No.14 [438] Hissa No.32 admeasuring 860.00 square meters, Survey No.68 [171] Hissa No.1 admeasuring 9280.00 square meters, Survey No 69 [172] Hissa No.1 admeasuring 1160.00 square meters, Survey No.69 [172] Hissa No.2 admeasuring 1210.00 square meters, Survey No 69 [172] Hissa No 3 admeasuring 2370.00 square meters, Survey No.69 [172] Hissa No 4 admeasuring 560.00 square meters, Survey No.69

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[172] Hissa No 6 admeasuring 1590.00 square meters and Survey No.71 [173] Hissa No.4 admeasuring 3855.00 square metres. It is further provided therein that pursuant to the Evershine Development Agreement. PLDC has conveyed to Evershine Developer the land admeasuring 8,93,501 square meters which are detailed in the Second Schedule Third Schedule, Fourth Schedule, Fifth Schedule and the Sixth Schedule to the Deed of Rectification which however did not comprise of the said portions of the said Land. In view thereof the Deed of Rectification should be rectified to firstly confirm that the Evarshine Development Agreement did not comprised of the following portions of the said Land being Survey No.14 [438] Hissa No.1 admeasuring 430.00 square meters, Survey No.14 [438] Hissa No 4 admeasuring 1430.00 square meters, Survey No.14 [438] Hissa No.31 admeasuring 3440.00 square meters, Survey No.14 [438] Hissa No 32 admeasuring 860.00 square meters, Survey No.68 [171] Hissa No.1 admeasuring 9280.00 square meters, Survey No 69 [172] Hissa No 1 admeasuring 1160.00 square meters, Survey No.69 [172] Hissa No.2 admeasuring 1210.00 square meters, Survey No.69 [172] Hissa No.3 admeasuring 2370.00 square meters, Survey No.69 [172] Hissa No.4 admeasuring 560.00 square meters, Survey No.69 [172] Hissa No 6 admeasuring 1590.00 square meters and Survey No 71 [173] Hissa No.4 admeasuring 3855.00 and the reference to the same in the First Schedule thereto be accordingly modified.

- (v) The search conducted at the office of Sub-Registrar of Assurances refers to a Development Agreement dated 22nd November 2010 executed by and between M/s. Housing Development & Infrastructure Ltd. of the one part and M/s. Vikram Buildwell Pvt Ltd. of the other part and registered with the office of the Sub Registrar of Assurances, Vasai-2 under Serial No 16421 /2010. On perusal of the aforesaid Agreement we find that HDIL has granted development rights with respect to Survey No.68 [438] Hissa No. 22/4(part) admeasuring 56.52 square meters and Survey No.68 [171] Hissa No. 1(part) admeasuring 1645.90 square meters unto M/s. Vikram Buildwell Pvt. Ltd. We have been informed that the sub- division in relation to Survey No.68 [438] Hissa No. 22/4 and Survey No.68 [171] Hissa No. 1 has not taken place till date.
- (w) The search conducted at the office of Sub-Registrar of Assurances refers to a Development Agreement dated 11th November 2010 executed by and between M/s. Housing Development & Infrastructure Ltd of the one part and M/s. Bhoomie & Arcade Associates of the other part and registered with the office of the Sub Registrar of Assurances, Vasai-2 under Serial No. 16249/2010. On perusal of the

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aforesaid Agreement we find that HDIL has granted development rights with respect to Survey No 66 [169] Hissa No.3 (part) admeasuring 95.70 and Survey No.69 [438] Hissa No. 5(part) admeasuring 71.65 square meters unto M/s. Bhoomie & Arcade Associates. We have been informed that the sub- division in relation to Survey No.66 [169] Hissa No.3 and Survey No.69 [438] Hissa No. 5 has not taken place till date.

- (x) The search conducted at the office of Sub-Registrar of Assurances refers to a Development Agreement dated 31st December 2010 executed by and between i) M/s. Housing Development & Infrastructure Ltd. and ii) M/s. Mangalmurti Associates of the one part and M/s. Cosmos Prime Projects Co. Ltd. of the other part and registered with the office of the Sub Registrar of Assurances, Vasai-2 under Serial No. 207/2011. However, on perusal of the aforesaid Agreement it seems that it does not pertain to the said Land.
- (y) The search conducted at the office of Registrar of Companies in respect of HDIL and Ekta does not reflect any charge created in respect of the said Land.

Opinion

Based on the investigation carried on by us stated hereinabove and subject to what is stated hereinabove, we are of the view that (i) Ekta Housing Private Limited has the rights to develop a portion of the said Land admeasuring 4600.34 square metres and (ii) Ekta Parksville Home Private Limited has the rights to develop the balance portion of the said Land admeasuring 8776.39 square metres subject to the fulfillment of all the terms and conditions of the said Scheme and the Sanctioned Layout by HDIL and Ekta and the obtainment of all necessary statutory approvals from time to time and subject to the following:-

1. The present 7/12 extract in respect of land bearing Survey No. 14[438] Hissa no.1 reflects the name of PLDC in respect of 260 square meters together with one Evershine Developers in respect of 170 square meters as the owner thereof. However, we have been informed that the sub- division in relation to Survey No. 14[438] Hissa no.1 has not taken place till date
2. The present 7/12 extract in respect of land bearing Survey No. 14[438] Hissa no.4 reflects the name of PLDC in respect of 200.25 square meters together with one Evershine Developers in respect of 1229.75 square meters as the owner thereof. However, we have been informed that the sub- division in relation to Survey No. 14 Hissa no.4 has not taken place till date.

3. The present 7/12 extract in respect of land bearing Survey No. 14[438] Hissa no.31 reflects the name of PLDC in respect of 90.50 square meters together with one Evershine Developers in respect of 3349.50 square meters as the owner thereof. However, we have been informed that the sub-division in relation to Survey No. 14[438] Hissa no.31 has not taken place till date.
4. The present 7/12 extract in respect of land bearing Survey No. 14[438] Hissa no. 32 reflects the name of PLDC in respect of 130.50 square meters together with one Evershine Developers in respect of 729.50 square meters as the owner thereof. However, we have been informed that the sub-division in relation to Survey No. 14[438] Hissa no. 32 has not taken place till date.
5. On perusal of the aforesaid Deed of Conveyance dated 18th August, 2005 with respect to Survey No. 14[438] Hissa no. 32, we find that Kalpana Babya Patil a minor has been joined as Vendors to the aforesaid Deed of Conveyance. The aforesaid Deed of Conveyance states that the sale of the subject land is for legal necessity and for the benefit and in the interest of the members of the family. However, it does not record the subject land to be a HUF property and we have not been provided with any orders from the Court with respect to the sale of minor's share in the subject land.
6. The said Bharat Sitaram Mahtre (one of the owner of the subject land) has not been joined as vendor to the Deed of Conveyance dated 31st July, 2006 with respect to land bearing Survey No. 66 [169] Hissa no.4. However, we have not been furnished with any documents with respect to the relinquishment of his share, title, interest in respect of the subject land or with respect to his demise.
7. One Sandhya Parshuram Dalvi (one of the vendors under the Agreement for Sale dated 12th August, 2008) has not been made party to the aforesaid Deed of Conveyance dated 19th January, 2009 with respect to land bearing Survey No. 66[169] Hissa no. 5. However, we have not been furnished with any documents with respect to the relinquishment of her share, title, interest in respect of the subject land or with respect to his demise.
8. The said Rajendra Madhurkar Patil (the owner of the subject land) has not been joined as vendor to the Agreement for Sale dated 10th April, 1995 with respect to

land bearing Survey No. 68[171] Hissa no.1. However, Rajendra Madhurkar Patil has not joined as vendor to the subsequent agreement for sale and the deed of conveyance with respect to the subject land. Also, we have not been furnished with any documents with respect to the relinquishment of his share, title, interest in respect of the subject land or with respect to his demise.

9. We note that the 7/12 extract of Survey No. 68 [171] Hissa no.1 reflected the names of (i) Smt. Jankibai Madhukar Patil, (ii) Shri Kishore Madhukar Patil, (iii) Smt. Aruna Raghunath Patil, (iv) Hemlata Rajendra Patil, (v) Praful Rajendra Patil and (6) Priyanka Rajendra Patil as the owners thereof. However, Praful Rajendra Patil and Priyanka Rajendra Patil have not been joined as vendors to the Deed of Conveyance dated 3rd May, 2005
10. On perusal of the Deed of Confirmation dated 1st February, 2006 in respect of land bearing Survey No. Survey No. 68 [171] Hissa no.1 we find that (i) Praful Rajendra Patil and (ii) Priyanka Rajendra Patil being the vendors thereto have not executed a power of attorney in favour of Waman Gana Patil. In this regard the authority of Waman Gana Patil to execute the Deed of Confirmation for and on behalf of (i) Praful Rajendra Patil and (ii) Priyanka Rajendra Patil needs to be ascertained.
11. It appears that, (i) Praful Rajendra Patil and (ii) Priyanka Rajendra Patil, minors have been joined as Vendors to the Deed of Confirmation dated 1st February, 2006 with respect to land bearing Survey No. 68 [171] Hissa no.1. However, the aforesaid Deed of Confirmation does not record the subject land to be a HUF property and we have not been provided with any orders from the Court with respect to the sale of minors' share in the subject land.
12. We note that Mutation Entry No. 7190 records that the right, title and interest of Mathibai Rama Bhoir in land bearing Survey No. 68[172] Hissa no.1, Survey No. 69[172] Hissa no.4 and Survey No. 69[172] Hissa no.6, has devolved upon Gangubai Madhurkar Patil amongst others. However, the said Gangubai Madhurkar Patil has not been joined as vendor to the Deed of Conveyance dated 24th August, 2005. Also, we have not been furnished with any documents with respect to the relinquishment of her share, title, interest in respect of the subject land or with respect to his demise.

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13. The present 7/12 extract in respect of land bearing Survey No. 68 [171] Hissa no.1 reflects the name of PLDC in respect of 6437.38 square meters together with one Evershine Developers in respect of 2842.62 square meters as the owner thereof. However, we have been informed that the sub-division in relation to Survey No. 68 Hissa no.1 has not taken place till date.
14. It appears that, (i) Laxman Mankya Patil and (ii) Devikabai Krishna Patil, both minors have been joined as Vendors to the Deed of Conveyance dated 24th August, 2005 with respect to land bearing 71[173] Hissa no.4. The aforesaid Deed of Conveyance states that the sale of the subject land is for legal necessity and for the benefit and in the interest of the members of the family. However, it does not record the subject land to be a HUF property and we have not been provided with any orders from the Court with respect to the sale of minors' share in the subject land.
15. We note that there are entries reflected in the other rights column with respect to the 7/12 extract of Survey No. 69[172] Hissa no.3, Survey No. 71[173] Hissa no.4, Survey No. 66[169] Hissa no.5 and Survey No. 66[169] Hissa no.3. However, we have not been furnished with any documents with respect to the deletion of any charge/encumbrance created with respect to the subject land.
16. On perusal of the 7/12 extract in respect of land bearing Survey No. 68 [171] Hissa no.1, we find Mutation Entry No. 1944 reflecting in the other rights column records that a charge is created by one Dadu Patil with respect to Survey No. 68 [171] Hissa no.1. However, we have not been furnished with any documents evidencing the satisfaction/deletion of the aforesaid charge.
17. Development rights granted to Vikram Buildwell Pvt. Ltd with respect to Survey No.66 [438] Hissa No. 22/4(part) admeasuring 56.52 square meters and Survey No.68 [171] Hissa No. 1(part) admeasuring 1645.90 square meters by and under the Development Agreement dated 22nd November 2010 executed by and between M/s. Housing Development & Infrastructure Ltd. of the one part and M/s. Vikram Buildwell Pvt. Ltd. of the other part and registered with the office of the Sub Registrar of Assurances, Vasai-2 under Serial No. 16421/2010. However we have been informed that the sub-division in relation to Survey No 66 [438] Hissa No. 22/4(part) and Survey No.68 [171] Hissa No. 1(part) has not taken place till date.

18. Development rights granted to M/s. Bhoomie & Arcade Associates with respect to Survey No.66 [169] Hissa No.3 (part) admeasuring 95 70 and Survey No.69 [438] Hissa No. 5(part) admeasuring 71.65 square meters by and under a Development Agreement dated 11th November 2010 executed by and between M/s. Housing Development & Infrastructure Ltd. of the one part and M/s. Bhoomie & Arcade Associates of the other part and registered with the office of the Sub Registrar of Assurances, Vasai-2 under Serial No 16249/2010. However, we have been informed that the sub- division in relation to Survey No.66 [169] Hissa No.3 (part) and Survey No 69 [438] Hissa No 5(part) has not taken place till date.

The First Schedule Hereinabove Referred To

All that piece and parcel of land forming a part of the said First Land and admeasuring 4600.34 square meters and bearing Survey Numbers and Hissa Numbers of Village Dongare, Taluka Vasai as mentioned hereinbelow:-

Survey No.	Hissa No.	Area as per 7/12 Extracts	Area under Building out of Column C
66(169)	3	530.00	124.11
66(169)	4	630.00	606.40
66(169)	5	910.00	108.32
66(169)	24/2	150.00	36.50
68(171)	1	6437.38	1894.24
69(173)	3	2370.00	534.67
69(173)	4	560.00	560.00
69(173)	5	3450.00	255.94
69(173)	6	1590.00	480.16
TOTAL		16,627.38	4600.34

The Second Schedule Hereinabove Referred To

All that piece and parcel of land forming a part of the said Second Land and admeasuring 8776.39 square meters and bearing Survey Numbers and Hissa Numbers of Village Dongare, Taluka Vasai as mentioned hereinbelow:-

15/11/11

Survey No.	Hissa No.	Area as per 7/12 Extracts	Area under Building out of Column C
14(438)	1	260.00	255.07
14(438)	4	200.25	200.25
14(438)	31	90.50	90.50
14(438)	32	130.50	130.50
69(173)	1	1160.00	739.08
69(173)	2	1210.00	1210.00
69(173)	3	2370.00	1835.33
69(173)	8	1590	1081.13
70(174)	3	1770.00	358.29
70(174)	6	4770.00	1542.38
71(173)	4	7710.00	1333.86
TOTAL		21281.5	8776.39

The Third Schedule Hereinabove Referred To

All that piece and parcel of land forming a part of the said Land and admeasuring 13376.73 square meters and bearing Survey Numbers and Hissa Numbers of Village Dongare, Taluka Vasai as mentioned hereinbelow:-

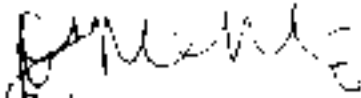
Survey No.	Hissa No.	Area Certified
14(438)	1	255.07
14(438)	4	200.25
14(438)	31	90.50
14(438)	32	130.50
66(169)	3	124.11
66(169)	4	606.40
66(169)	5	108.32
66(169)	24/2	36.50
68(171)	1	1894.24
69(172)	1	739.08
69(172)	2	1210.00
69(172)	3	2370

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Survey No.	Hissa No.	Area Certified
69(172)	4	560.00
69(172)	5	255.94
69(172)	6	1561.29
70(174)	3	358.29
70(174)	6	1542.38
71(173)	4	1333.86
Total		13376.73

DATED THIS 9TH DAY OF JANUARY, 2012

For Wadia Ghandy & Co.


(Partner)

WJN

Annexure "A"

List of documents reflected in the Search Report and which have not been furnished to us:-

- 1) Release Deed dated 19th September 1996 executed by and between Mrs. Mangalibai Jeevan Gharat, Gangubai Govind Patil and Mrs. Janibai Hasha Patil in favour of Mr. Harishchandra Somatya Patil and registered with the office of the Sub Registrar of Assurances, Vasai-2 under Serial No. 2473 of 1996.
- 2) Conveyance Deed dated 8th November 1995 executed by and between Krushna H. Patil, Manibai A. Patil, Rajni Suresh Gharat through their C.A. Vinod Laxmidas Sakria and Indubai Namdev Gharat of the one part and Manharlal S. Barot and Vinod Laxmidas Borol of the other part and registered with the office of the Sub Registrar of Assurances, Vasai-2 under Serial No. (old) 3395/95 and 3511/2001 (new)
- 3) Power of Attorney dated 22nd November 2010 executed by M/s. Housing Development & Infrastructure Ltd. by the hands of its Director Rakeshkumar Wadhvan through his C.A. Ashok M. Gidh in favour of M/s. Vikram Buildwell Pvt. Ltd. and registered with the office of the Sub Registrar of Assurances, Vasai-2 under Serial No. 16422 /2010
- 4) Power of Attorney dated 18th November 2010 executed by M/s. Housing Development & Infrastructure Ltd. by the hands of its Director Rakeshkumar Wadhvan through his C.A. Ashok M. Gidh in favour of M/s. Bhoomie & Arcade Associates and registered with the office of the Sub Registrar of Assurances, Vasai-2 under Serial No. 16250/2010.
- 5) Power of Attorney dated 19th October 2010 executed by M/s. Housing Development & Infrastructure Ltd. in favour of M/s. Cosmos Prime Projects Co. Ltd. and registered with the office of the Sub Registrar of Assurances, Vasai-2 under Serial No. 208/2011

Wadia Ghandy & Co.

Annexure- B

List of Title Certificates issued by Advocate K.B. Kumare in respect of the Property

S.No.	Survey No.	Hissa No.	Area as per TC [In square meters]	Particulars
1.	14[438]	2	260	Title Certificate of KB. Kumare dated 7 th February, 2011.
2.	14[438]	31	90.50	Title Certificate of KB. Kumare dated 7 th February, 2011.
3.	14 [438]	32	130.50	Title Certificate of KB. Kumare dated 7 th February, 2011
4.	66[169]	24/2	150	Title Certificate of KB. Kumare dated 7 th February, 2011.
5	68 [171]	1	6437.37	Title Certificate of KB. Kumare dated 7 th February, 2011.
6.	69[172]	1	1160	Title Certificate of KB. Kumare dated 7 th February 2011.
7.	69[172]	2	1210	Title Certificate of KB. Kumare dated 7 th February, 2011.
8.	69[172]	4	560	Title Certificate of KB. Kumare dated 7 th February, 2011.
9.	69[172]	6	1590	Title Certificate of KB. Kumare dated 7 th February, 2011.
10.	71[173]	4	7710	Title Certificate of KB. Kumare dated 7 th February, 2011.
11.	14[438]	4	200.25	Title Certificate of KB. Kumare dated 7 th February, 2011.
12.	70[174]	6	4770	Title Certificate of KB. Kumare dated 7 th February, 2011.
13.	66 [169]	4	630	Title Certificate of KB. Kumare dated 7 th February, 2011.
14.	66[169]	5	910	Title Certificate of KB. Kumare dated 7 th February, 2011.

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S.No.	Survey No.	Hissa No.	Area as per TC [in square meters]	Particulars
15.	70[174]	3	1770	Title Certificate of KB. Kumare dated 7 th February, 2011.
16.	66[169]	3	530	Title Certificate of KB. Kumare dated 7 th February, 2011.
17.	66[169]	5		Title Certificate of KB. Kumare dated 7 th February, 2011.

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Annexure "C"List of Mutation Entries Perused

S.No.	Survey No.	Hissa No.	Mutation Entry
1.	14 [438]	1	Mutation Entry Nos. 1, 426, 1316, 5258, 5268, 5378 and 7251. ➤ Mutation Entry No. 626 has not been made available to us.
2.	14[438]	4	Mutation Entries bearing Nos. 523, 626, 1316 and 5378; ➤ Mutation Entry No. 11 has not been made available to us.
3.	14 [438]	31	Mutation Entry Nos. 1, 578, 5341, 5342, 5378, 7003, 7004 and 7044 ➤ Mutation Entry No. 626 has not been made available to us.
4.	14 [438]	32	Mutation Entry Nos. 1159, 5378 and 6031. ➤ Mutation Entry Nos. 397 has not been made available to us.
5.	66[169]	3	Mutation Entries bearing Nos. 1, 167, 699, 785, 786, 817, 1163, 1316, 1636, 5378, 5897 ➤ Mutation Entry No. 1161 has not been made available to us.
6.	66 [169]	4	Mutation Entries bearing Nos 67, 239, 543, 574, 1398, 5378, 5575, 6020 and 7226.
7	66 [169]	5	Mutation Entries bearing Nos 1, 724, 806, 1316, 1316, 5378 and 7118; ➤ Mutation Entry No. 1016 has not been made available to us.
8.	66[169]	24/2	Mutation Entry Nos. 1, 1316, 1376, 1835 and 5378
9.	68[171]	1	Mutation Entry Nos. 1, 424, 741, 476, 791, 958, 1944, 5378 and 5388. ➤ Mutation Entry Nos. 301, 551 and 7294 have not been made available to us.
10.	69[172]	1	Mutation Entry Nos. 423, 1316, 5378, 5722, 6051, 7189 and 7190

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11	69[172]	2	Mutation Entry Nos. 1, 391, 1316, 5378, 7248, and 7252 ➤ Mutation Entry No. not be 551 has not been made available to us
12.	69[172]	3	Mutation Entry Nos. 1, 213, 469, 5378 and 7143 ➤ Mutation Entry Nos. 369, 971, 1256 and 5526 have not been made available to us.
13	69[172]	4	Mutation Entries bearing Nos. 337, 423, 1316, 5378, 5722, 6051, 7189 and 7190
14.	69[172]	5	Mutation Entries bearing Nos.1, 179, 727, 1363, 1430, 5261, 5387, 5515, 5721; ➤ Mutation Entry No. 1509 has not been made available to us.
15.	69[172]	6	Mutation Entries bearing No. 423, 1316, 5378, 5722, 6051 and 7189
16.	70[174]	3	➤ Mutation Entries bearing Nos. 386, 728, 1160, 5378 and 5042.
17.	70[174]	6	Mutation Entries bearing Nos. 338, 880, 1881, 2091, 5378 and 5453.
18.	71[173]	4	Mutation Entries bearing Nos. 1, 5378, 939, 1009, 1473, 3026, 7775, 303, 396, 481, 482, 483; ➤ Mutation Entry Nos. 1475, 1228, 1710 and 3087 have not been made available to us

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Annexure "D"

List of original Title Deeds inspected

1. Deed of Conveyance dated 25th March, 2005 executed by and between (i) Rajesh Kashinath Kini (ii) Vimal Jagannath Patil (iii) Narayan Pandurang Patil (iv) Dattatrya Pandurang Patil (v) Janibai Damodar Patil (vi) Shantibai Govind Patil (vii) Kusum Naresh Patil (viii) Ganpat Govind Patil (ix) Suresh Govind Patil (x) Vasant Hira Patil (xi) Shashikala Kashinath Kini (xii) Tukaram Rama Patil (xiii) Pandurang Rama Patil (xiv) Ramakant Rama Patil (xv) Parshuram Rama Patil (xvi) Yamuna Yeshwant Patil (xvii) Bhaskar Kamalakar Patil (xviii) Padmibai Mahadev Bhagat (xix) Bistur Kamalakar Patil and (xx) Manjula Kashinath Kini therein referred to as the Vendors of First Part and Narangi Land Development Corporation therein referred to as the Confirming Party of the Second Part and Palghar Land Development Corporation therein referred to as the Purchaser of the Third Part,
2. Agreement for Sale dated 28th April, 2003 executed by and between (i) Harischandra Bhagat and Mankibai Bhagat therein referred to as the Vendors of the One Part and Palghar Land Development Corporation therein referred to as the Purchaser of the Other Part.
3. General Power of Attorney dated 28th April, 2003 executed by (i) Harischandra Bhagat and (ii) Mankibai Bhagat in favour of Rakeshkumar Wadhwan
4. Deed of Conveyance dated 20th July, 2005 executed by and between (i) Harischandra Bhagat and (ii) Mankibai Bhagat therein referred to as the Vendors of First Part and Narangi Land Development Corporation therein referred to as the Confirming Party of the Second Part and Palghar Land Development Corporation therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances under Serial No. Vasai2- 4361 of 2005.
5. Deed of Conveyance dated 31st July, 2006 executed by and between (i) Pushpa Thakur, (ii) Kanchan Thakur (iii) Hitesh Thakur, (iv) Dhalvesh Thakur and (v) Sunil Chorghhe therein referred to as the Vendors of the One Part and Palghar Land Development Corporation therein referred to as the Purchaser of the Other Part and registered with the Sub Registrar of Assurances under Serial No. Vasai2- 6807 of 2006.
6. General Power of Attorney dated 12th August, 2008 executed by (i) Ramesh Govind Dalvi, (ii) Laxmibai Ramesh Dalvi, (iii) Ajay Ramesh Dalvi, (iv) Pinki Ramesh Dalvi, (v) Reshma Ramesh Dalvi (vi) Parshuram Govind Dalvi, (vii) Vijaya Parshuram Dalvi, (viii) Sadashiv Parshuram Dalvi, (ix) Shubhangi Parshuram Dalvi, (x) Aanandibai Aatmaram Dalvi, (xi) Kalpana Vinod Patil, (xii) Chitra Rajendra Bhoir, (xiii) Sanjay Aatmaram Dalvi, (xiv) Mahesh Aatmaram Dalvi, (xv) Naresh Govind Dalvi, (xvi) Vasanti Narayan Patil and (xvii) Sandhya Parshuram Dalvi in favour of Waman Govind Patil.
7. Agreement for Sale dated 12th August, 2008 executed by and between (i) Ramesh Govind Dalvi, (ii) Laxmibai Ramesh Dalvi, (iii) Ajay Ramesh Dalvi, (iv) Pinki Ramesh Dalvi, (v) Reshma Ramesh Dalvi, (vi) Parshuram Govind Dalvi, (vii) Vijaya Parshuram Dalvi, (viii) Sadashiv Parshuram Dalvi, (ix) Shubhangi Parshuram Dalvi, (x) Aanandibai Aatmaram Dalvi, (xi) Kalpana Vinod Patil, (xii) Chitra Rajendra Bhoir, (xiii) Sanjay Aatmaram Dalvi, (xiv) Mahesh Aatmaram Dalvi, (xv) Naresh Govind Dalvi, (xvi) Vasanti Narayan Patil and (xvii) Sandhya Parshuram Dalvi therein referred to as the Vendors of the One Part and Housing Development and Infrastructure Limited therein referred to as the Purchaser of the Other Part

8. General Power of Attorney dated 12th August, 2008 executed by (i) Ramesh Govind Dalvi, (ii) Laxmibai Ramesh Dalvi, (iii) Ajay Ramesh Dalvi, (iv) Pinki Ramesh Dalvi, (v) Reshma Ramesh Dalvi (vi) Parshuram Govind Dalvi, (vii) Vijaya Parshuram Dalvi, (viii) Sadashiv Parshuram Dalvi, (ix) Shubhangi Parshuram Dalvi, (x) Aanandibai Aatmaram Dalvi, (xi) Kalpana Vinod Patil, (xii) Chitra Rajendra Bhoir, (xiii) Sanjay Aatmaram Dalvi, (xiv) Mahesh Aatmaram Dalvi, (xv) Naresh Govind Dalvi, (xvi) Vasant Narayan Patil and (xvii) Sandhya Parshuram Dalvi in favour of Rakeshkumar Wadhwan.
9. Deed of Conveyance dated 19th January, 2009 executed by and between (i) Ramesh Govind Dalvi, (ii) Laxmibai Ramesh Dalvi, (iii) Ajay Ramesh Dalvi, (iv) Pinki Ramesh Dalvi, (v) Reshma Ramesh Dalvi (vi) Parshuram Govind Dalvi, (vii) Vijaya Parshuram Dalvi, (viii) Sadashiv Parshuram Dalvi, (ix) Shubhangi Parshuram Dalvi, (x) Aanandibai Aatmaram Dalvi, (xi) Kalpana Vinod Patil, (xii) Chitra Rajendra Bhoir, (xiii) Sanjay Aatmaram Dalvi, (xiv) Mahesh Aatmaram Dalvi, (xv) Naresh Govind Dalvi and (xvi) Vasant Narayan Patil therein referred to as the Vendors of the One Part and Rakeshkumar Wadhwan of Housing Development and Infrastructure Limited therein referred to as the Purchaser of the Other Part.
10. General Power of Attorney dated 14th December, 2007 executed by (i) Somaribai Manglya Bhoir, (ii) Sitabai Ramchandra, (iii) Bharti Raghunath Patil, (iv) Manjula Bhaskar Bhoir and (v) Kala Ramesh Bhoir in favour of Sharad Amrutlal Desai.
11. Agreement for Sale dated 14th December, 2007 executed by and between (i) Somaribai Manglya Bhoir, (ii) Sitabai Ramchandra, (iii) Bharti Raghunath Patil, (iv) Manjula Bhaskar Bhoir and (v) Kala Ramesh Bhoir therein referred to as the Vendors of the One Part and Housing Development and Infrastructure Limited therein referred to as the Purchaser of the Other Part.
12. General Power of Attorney dated 14th December, 2007 executed by the said (i) Somaribai Manglya Bhoir, (ii) Sitabai Ramchandra, (iii) Bharti Raghunath Patil, (iv) Manjula Bhaskar Bhoir and (v) Kala Ramesh Bhoir in favour of Rakeshkumar Wadhwan.
13. Deed of Conveyance dated 3rd June, 2008 executed by and between (i) Somaribai Manglya Bhoir, (ii) Sitabai Ramchandra, (iii) Bharti Raghunath Patil, (iv) Manjula Bhaskar Bhoir and (v) Kala Ramesh Bhoir others therein referred to as the Vendors of the One Part and Rakeshkumar Wadhwan of Housing Development and Infrastructure Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub- Registrar of Assurances under Serial No. 6557 of 2008.
14. General Power of Attorney dated 29th July, 2008 executed by (i) Manjula Vasudev Patil, (ii) Parshuram Vasudev Patil, (iii) Aatmaram Vasudev Patil, (iv) Sharada Bharat Patil, (v) Manda Vijay Bhandari, (vi) Pramod Chandrakant Patil, (vii) Vanita Purshottam Patil, (viii) Sangita Mohan Patil, (ix) Vijaya Chandrakant Patil, (x) Tukaram Vithu Patil, (xi) Sakharam Vithu Patil, (xii) Bhalkhandra Vithu Patil, (xiii) Suresh Vithu Patil, (xiv) Dayanand Vithu Patil and (xv) Somaribai Devram Patil in favour of Parshuram Vasudev Patil.
15. Agreement for Sale dated 29th July, 2008 executed by and between (i) Manjula Vasudev Patil, (ii) Parshuram Vasudev Patil, (iii) Aatmaram Vasudev Patil, (iv) Sharada Bharat Patil, (v) Manda Vijay Bhandari, (vi) Pramod Chandrakant Patil, (vii) Vanita Purshottam Patil, (viii) Sangita Mohan Patil, (ix) Vijaya Chandrakant Patil, (x) Tukaram Vithu Patil, (xi) Sakharam Vithu Patil, (xii) Bhalkhandra Vithu Patil, (xiii) Suresh Vithu Patil, (xiv) Dayanand Vithu Patil and (xv) Somaribai Devram Patil therein referred to as the Vendors

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of the One Part and Housing Development and Infrastructure Limited therein referred to as the Purchaser of the Other Part.

16. General Power of Attorney dated 29th July, 2008 executed by (i) Manjula Vasudev Patil, (ii) Parshuram Vasudev Patil, (iii) Aatmaram Vasudev Patil, (iv) Sharada Bharat Patil, (v) Manda Vijay Bhandari, (vi) Pramod Chandrakant Patil, (vii) Vanita Purshottam Patil, (viii) Sangita Mohan Patil, (ix) Vijaya Chandrakat Patil, (x) Tukaram Vithu Patil, (xi) Sakharam Vithu Patil, (xii) Bhalchandra Vithu Patil, (xiii) Suresh Vithu Patil, (xiv) Dayanand Vithu Patil and (xv) Somaribai Devram Patil in favour of Rakeshkumar Wadhwan.
17. Deed of Conveyance dated 13th March, 2009 executed by and between (i) Manjula Vasudev Patil, (ii) Parshuram Vasudev Patil, (iii) Aatmaram Vasudev Patil, (iv) Sharada Bharat Patil, (v) Manda Vijay Bhandari, (vi) Pramod Chandrakant Patil, (vii) Vanita Purshottam Patil, (viii) Sangita Mohan Patil, (ix) Vijaya Chandrakat Patil, (x) Tukaram Vithu Patil, (xi) Sakharam Vithu Patil, (xii) Bhalchandra Vithu Patil, (xiii) Suresh Vithu Patil, (xiv) Dayanand Vithu Patil and (xv) Somaribai Devram Patil therein referred to as the Vendors of the One Part and Rakeshkumar Wadhwan of Housing Development and Infrastructure Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub- Registrar of Assurances under Serial No. 176B of 2009.