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TO WHOM IT MAY CONCERN

1. By our certificate of title dated 31st day of January, 2003, we had certified the title of the property described in the Second Schedule to the said certificate of title, which is the same as described in the **Second Schedule** hereunder written. Hereto annexed and marked as **Annexure "A"** is a copy of the said certificate of title dated 31st day of January, 2003. At the request of M/s. Pioneer Housing, we are issuing this fresh certificate of title incorporating further updates. We have examined the title to the properties situated lying and being at Village Nahur, Taluka Kurla in the Registration District and Sub-District Mumbai and Mumbai Suburban, more particularly described in the Second Schedule hereunder written.

2. The properties initially belonged to one Kamal Fakir Patil. The said Kamal Fakir Patil died, leaving behind him surviving Mangal and Padman as his only heirs, according to Hindu Law by which he was governed.

3. The said Mangal Kamal Patil died, leaving behind him surviving his sons Bhuryaji, Govind, Jivan and Fakir, according to the Hindu Law by which he was governed.

4. The said Bhuryaji Mangal Patil died, leaving behind him surviving his wife, Jivabai and two sons Atmaram and Gopal.

5. The said Govind Mangal Patil died, leaving behind him surviving his wife Gangubai and two sons, Trimbak and Manik.

6. The said Jivan Mangal Patil died, leaving behind him surviving his wife, Ladkibai and three sons, Krishna, Sakharam and Bhau.

7. The said Fakir Mangal Patil died intestate, leaving behind him surviving his wife, Sowari and four sons, Kashinath, Bhaskar, Raghunath and Waman and one daughter, Hirabai.

8. The said Padman Kamal Patil died, leaving behind him surviving his son, Kokya as his only heir.

9. The said Kokya Padman Patil died, leaving behind him surviving his two sons, Pandurang and Hiraji.

10. The family, as constituted above owned the said immovable property, more particularly described in the First Schedule hereunder written, and the same was treated as 'joint-family property' by the aforesaid members of the family.

11. In or about the year 1921, a portion of the land of another property belonging to the joint family, not forming part of the aforesaid property herein, was acquired in 1921 by the Central Government for salt farm. The compensation in respect of the said property was taken by Trimbak Govind Patil. The said Trimbak being dis-satisfied with the compensation, made a reference being L.A. Reference No.24 of 1921 to the District Court, Thane. By an Order dated 15th September, 1924, the District Court, Thane, enhanced the said compensation by Rs.6,241/- and the same was paid to the said Trimbak.

12. Being aggrieved by the Order of the District Court, Thane, the Central Government preferred an Appeal being Appeal No.251 of 1923, and by an Order dated 21st September, 1925, the Order of the District Court, Thane, was set aside and restored the Order of the Learned Acquisition Officer, fixing the compensation.

13. Pursuant to the said Order dated 21st September, 1925, the Central Government took proceedings for the recovery of the said enhanced compensation of Rs.6,241/- paid to the said Trimbak. The execution proceedings were filed by the Central Government, being Execution Application No.27 of 1928 in the District Court, Thane, and the properties belonging to the joint-family, more particularly described in the First Schedule hereunder written, were put up for auction sale.

14. Pursuant to the said auction, the properties, more particularly described in the First Schedule hereunder written, were purchased by the Salt Commissioner on 8th November, 1933 for and on behalf of the Central Government, and the Sale Certificate dated 11th April, 1935, was issued to the Central Government, by Court.

15. In this connection, several litigations took place between the Central Government, represented by the Salt Commissioner and Atmaram Bhuryaji Patil and other members of HUF. It was contended on behalf of the family that Trimbak Govind Patil had no authority to represent the family. Ultimately it was held by the First Class Sub-Judge, Thane Civil Court, that in consideration of the compensation received by Trimbak Govind Patil, Manik Govind Patil and their Mother, Gangubai Govind Patil in respect of the property acquired by the Salt Commissioner, their shares, right, title and interest in the property were extinguished and they no longer continued to have any share, right, title and interest in the property, more particularly described in the First Schedule hereunder written and the said property continued to belong absolutely to the legal heirs and representatives of the said Bhuryaji, Jivan and Fakir Bhoir Patil in terms of the decree passed in Partition Suit being Regular Civil Suit No. 302 of 1927 in the Court of First Class Subordinate Judge, Thane, for partition against the said Trimbak Govind Patil and others. Accordingly, the property came to be vested in the family of Bhuryaji, Jivan and Fakir Bhoir Patil.

16. The said Atmaram Bhuryaji Patil died intestate in 1977, leaving behind him surviving his wife, Mathurbai and two sons, Janardan and Vasant and three daughters, Taramati, Dwarkabai and Anandibai.

17. The said Mathurabai died in the year 1983, leaving behind her surviving her said two sons and three daughters as her only heirs.

18. The said Gopal Bhuryaji Bhoir died, leaving behind him surviving his son Dattaram and three daughters, Babybai, Thakkubai and Damayanti.

19. The said Babybai Gopal Bhuryaji died, leaving behind her surviving her husband, Yashwant Keni and her sons, Manohar, Pravin, Arun, Ravindra and Mahesh and daughters, Nanda, Latha, Nalini and Bhanumati.

20. The said Bhaskar Fakir Patil and his wife, Kusum Bhaskar Patil had died, leaving behind them surviving their 5 daughters, namely, Pushpalata, Praveena, Deepa, Sheila and Chetna as their only heirs.

21. Union of India filed two suits, viz., Suit Nos. 72 and 73 of 1942 in the court of Sub-Judge, Thane. A common judgement and order dated December 23,

1963, was passed inter alia declaring that right, title and interest of Trimbak passed to Union of India by virtue of auction sale. Inspite of the said Order being passed in the said two suits, the Salt Commissioner, representing the Union Government, continued to interfere in the said property, more particularly described in the First Schedule hereunder written.

22. Therefore, the said Atmaram Bhuryaji Patil filed a Suit in the City Civil Court at Mumbai, being Suit No.1806 of 1966 against the Union of India for a Declaration that the said property, more particularly described in the First Schedule hereunder written absolutely belonged to them and for other reliefs.

23. By a Judgment and Decree on 15th/23rd March, 1982, the Learned Judge of the City Civil Court declared that the said Mathurabai, widow of Atmaram Bhuryaji Patil, and others are the Owners of 15/16 undivided shares, right, title and interest in the said property, more particularly described in the First Schedule hereunder written and the Union of India/Salt Commissioner was only entitled to 1/16 undivided share, right, title and interest in the said property, more particularly described in the First Schedule hereunder written.

24. Aggrieved by the said Judgment, the Union of India filed First Appeal to the Hon'ble Mumbai High Court, being Appeal No. 33 of 1983. By Judgment and Order dated 31st July, 1990, in the said First Appeal No. 33 of 1983, the Hon'ble Mumbai High Court confirmed the Judgment and Decree dated 15th/23rd March, 1982, passed by City Civil Court, Mumbai and dismissed the Appeal filed by the Union of India.

25. Aggrieved by the said Judgment and Decree dated 31st July, 1990 of the Hon'ble High Court at Bombay, the Union of India filed Letters Patent Appeal No.103 of 1993. The said Appeal was also rejected by the Hon'ble Mumbai High Court.

26. Being aggrieved by the Judgment and Decree passed in the said First Appeal and in the said Letters Patent Appeal No. 103 of 1993, the Union of India filed a Special Leave Petition in Supreme Court for Appeal against the said Order in the said Letters Patent Appeal No. 103 of 1993. The said Special Leave Petition was also rejected by the Hon'ble Supreme Court of India.

27. Thus, by the Judgment and Decree dated 15th/23rd March, 1982, passed by the Hon'ble City Civil Court of India, declaring that the Owners have 15/16 shares, right, title and interest of the family of Bhuryaji, Jivan and Fakir in the said property, more particularly described in the First Schedule hereunder written and the order became final and binding, upon Union of India.

28. Bhaskar Fakir Patil, one of the patriarch of Patil family had filed a suit in the Hon'ble City Civil Court Bombay bearing Suit No. 375 of 1961 against Atmaram Bhuraji Patil and others inter alia for partition of several properties of the Patil family. In the said suit, a Consent Decree was passed by the Hon'ble City Civil Court dated 8th April, 1969, whereby, Defendant No.1 i.e. Atmaram Bhuraji Patil, in the said suit was declared as sole owner of the said property described in the First Schedule hereunder written. It was further provided in the said Consent Decree dated 8th April, 1969 that one acre of land out of survey No. 22 New CTS No 795A is to be given to the heirs of Jeevan Mangal Patil and two acres of land out of Survey No 22 New CTS No 795A to be given to Fakir Mangal Family after the said property is cleared of all litigations and reservation by the said Atmaram Bhuraji Patil. The said Consent Decree is since registered and Sub- Registrar of Assurances, Mumbai.

29. The Owners, viz. -

I (a) Janardhan Atmaram Patil, for self and as Karta and Manager of his joint and undivided Hindu Family, consisting of himself, his wife, Smt. Mirabai Janardhan Patil, his sons, Naresh Janardhan Patil and Dilip Janardhan Patil and his daughters, Mrs. Pushpalata Ravindra Ghagre nee Pushpalata Janardhan Patil and Mrs. Jyotsna Dattatraya Madhavi nee Jyotsna Janardhan Patil,

(b) Smt. Mirabai Janardhan Patil,

(c) Naresh Janardhan Patil, for self and as father and natural guardian for his minor daughter Miss. Naresh Patil, aged 7 years, and minor son Master Veenit Naresh Patil, aged 4 years,

(d) Mrs. Jayshree Naresh Patil,

(e) Dilip Janardhan Patil, for self and as father and natural guardian for his minor daughter Miss. Priya Dilip Patil, aged 5 years,

(f) Mrs. Lalita Dilip Patil,

(g) Mrs. Pushpalata Ravindra Gharre, nee Pushpalata Janardhan Patil,

(h) Mrs. Jyotsna Dattatraya Madhavi, nee Jyotsna Janardhan Patil,

(i) Smt. Taramati Harishchandra Keni,

(j) Smt. Dwarkabai Damodar Vaithy,

(k) Smt. Anandibai Krishna Keni.

II. (a) Dattaram Gopal Patil, for himself and as father and natural guardian for his minor son, Mandar Dattaram Patil, aged 15 years, as also Karta and Manager of Joint and undivided Hindu Family consisting of his wife, Mrs. Indumati Dattaram Patil, Mrs. Dwarkabai Dattaram Patil, his sons, Nilesh Dattaram Patil, Shailesh Dattaram Patil, Ritesh Dattaram Patil, Mandir Dattaram Patil and daughter Rakhee Dattaram Patil,

(b) Smt. Indumati Dattaram Patil,

(c) Smt. Dwarkabai Dattaram Patil,

(d) Nilesh Dattaram Patil,

(e) Shailesh Dattaram Patil,

(f) Ritesh Dattaram Patil,

(g) Miss. Rakhee Dattaram Patil,

(h) Smt. Thakubai Narayan Mhatre,

(i) Smt. Damayanti Vasudeo Vaithy,

(j) Yeshwant Damodar Keni,

(k) Manohar Yeshwant Keni, for himself and as father and natural guardian for his minor son, Amay Manohar Keni, aged 8 years and his minor daughter, Pooja Manohar Keni, aged 4 years,

(l) Mrs. Manisha Manohar Keni,

(m) Pravin Yeshwant Keni, for himself and as father and natural guardian of his minor son, Kunal Pravin Keni, aged 4 years,

(n) Mrs. Lalita Pravin Keni,

(o) Ravindra Yeshwant Keni, for himself and as father and natural guardian of his minor daughter Mansee Ravindra Keni, aged 3 years,

(p) Smt. Nirmala Ravindra Keni,

(q) Mrs. Lata Bhalchandra Vaithy nee Lata Yeshwant Keni,

(r) Mrs. Manda Gajanan Keni nee Manda Yeshwant Keni,

(s) Mrs. Nalini Anant Patil nee Nalini Yeshwant Keni,

(t) Mahesh Yeshwant Keni,

(u) Miss. Bhanumati Yeshwant Keni,

(v) Arun Yeshwant Keni, for himself and as father and natural guardian of his minor son, Chetan Arun Keni,

(w) Smt. Nanda Arun Keni,

III. (a) Vasant Atmaram Patil, for self and as father and natural guardian for his minor daughters, Miss. Minal Vasant Patil, aged 15 years, and Miss. Alpa Vasant Patil, aged 14 years, and his minor son, Jitesh Vasant Patil, aged 12 years, as also as Karta and manager of the joint and undivided Hindu Family, consisting of himself, his wife Mrs. Surekha Vasant Patil, his minor daughters, Minal and Alpa and minor son, Jitesh,

(b) Mrs. Surekha Vasant Patil,

IV. (a) Shyam Narayan Patil, for self and as father and natural guardian of his minor sons, Ashok Shyam Patil, aged 8 years, Nikhilesh Shyam Patil, aged 6 years and Lata Shyam Patil, aged 4 years,

(b) Mrs. Laxmi Shyam Patil,

(c) Ravindra Narayan Patil, for self and as father and natural guardian for his minor son, Aniket Ravindra Patil, aged one year, and minor daughter, Hemangi Ravindra Patil, aged 3 years,

(d) Mrs. Lalita Ravindra Patil,

(e) Manohar Narayan Patil,

(f) Mrs. Jayshree Gurunath Murkunde nee Jayshree Narayan Patil,

(g) Mrs. Godavari Sunil Kamtekar nee Yeshodha Narayan Patil,

V. (a) Dattatraya Raghunath Patil, for self and as father and natural guardian for his minor daughters, Sheetal Dattatraya Patil, aged 15 years, and Reshma Dattatraya Patil, aged 12 years, as also Karta and Manager of the joint and undivided Hindu Family consisting of himself, his wife, Mrs. Shantabai Dattatraya Patil and his daughter, Miss. Geeta Dattaram Patil, and minor daughters, Sheetal Dattatraya Patil and Reshma Dattatraya Patil,

(b) Mrs. Shantabai Dattatraya Patil,

(c) Miss Geeta Dattatraya Patil,

(d) Ganesh Dattatraya Patil,

VI. (a) Kashinath Fakir Patil,

VII. (a) Mrs. Pushpalata Vijay Shirke nee Pushpalata Bhaskar Patil,

(b) Mrs. Pravina Narayan Koli nee Pravina Bhaskar Patil,

(c) Mrs. Deepa Shivram Tandel nee Deepa Bhaskar Patil,

(d) Miss. Shaila Bhaskar Patil,

(e) Miss. Chetna Bhaskar Patil,

VIII. (a) Smt. Manjulabai Waman Patil,

(b) Mrs. Indumati Krishna Patil nee Indumati Waman Patil,

(c) Mrs. Devyani Ravindra Keni nee Devyani Waman Patil,

(d) Mrs. Nirmala Ashok Patil nee Nirmala Waman Patil,

(e) Mrs. Bharti Suresh Ulvekar nee Bharati Waman Patil,

(f) Ramakant Waman Patil,

(g) Mrs. Pratibha Ramakant Patil,

(h) Hareshwar Waman Patil,

IX. (a) Smt. Hirabai Hiraji Vaithy,

X. (a) Gajanan Harishchandra Bhoir,

(b) Smt. Bhimabai Gajanan Bhoir,

(c) Vijay Gajanan Bhoir, for self and as father and natural guardian for his minor sons, Yogesh Vijay Bhoir, aged 8 years, and Nikhit Vijay Bhoir, aged 6 years,

(d) Mrs. Tejasvi Vijay Bhoir,

(e) Deepak Gajanan Bhoir, for self and as father and natural guardian for his minor son, Vinayak Deepak Bhoir, aged 6 years,

(f) Mrs. Shalini Deepak Bhoir,

(g) Jayant Gajanan Bhoir,

(h) Miss. Jyoti Gajanan Bhoir,

(i) Baban Harishchandra Bhoir, for self and as father and natural guardian for his minor sons, Sandesh Baban Bhoir, aged 7 years, Satish Baban Bhoir, aged 15 years, and Mahendra Babab Patil, aged 11 years,

(j) Mrs. Suman Baban Bhoir,

(k) Smt. Anusaya Kesrinath Patil,

(l) Smt. Narmada Keshav Patil,

(m) Smt. Renukabai Jagannath Bhoir,

(n) Mrs. Vandana Dilip Bhoir nee Vandana Jagannath Bhoir,

(o) Miss. Sunaja Jagannath Bhoir,

became entitled to 15/16 undivided shares, right, title and interest in the said properties, more particularly described in the First Schedule hereunder written as owners thereof.

30. The Owners as Vendors had entered into Agreements for Sale with M/s. Sadguru Enterprises, who in turn had entered into an Agreement for Sale of the said property with one M/s. Crescent Builders. The said Agreements with M/s. Sadguru Enterprises were cancelled and their claims were settled and paid.

31. By an Agreement for Development dated 14th December, 1993, made and entered into between the Owners as "Vendors" of the One Part, the said M/s. Crescent Builders as "Conforming Party" of the Second Part and M/s. Pioneer Housing as "Developers" of the Third Part, the said M/s. Pioneer Housing have agreed to develop the said property on terms, conditions and consideration mentioned in the said Agreement dated 14th December, 1993. Under the said Agreement, M/s. Crescent Builders were entitled to 30% share, right, title and

interest in the said Property as and by way of their un-divided share in the said property. Further, by a Supplementary Agreement dated 29th April, 2002 between the Developers and the said M/s. Crescent Builders, it is *inter alia* agreed that the development of the entire said property shall be carried out by the Developers alone and the Developers shall be solely entitled to sell the tenements/ flats/ units/ shops and other premises to be constructed on the said property and also to execute and enter into allotment letters/ agreements for sale of all such tenements/ flats/ units/ shops and other premises, including, receiving sale consideration amount and delivery of possession thereof to the purchasers of the tenements/ flats/ units/ shops and other premises.

32. The said Agreement for Development dated 14th December, 1993, was submitted to the Appropriate Authority U/s.269-UC of the Income Tax Act, 1961. The said authority has ultimately granted its No Objection for the development of the said property by M/s. Pioneer Housing.

33. The Owners have further solemnly declared that Owners are the only members and legal representatives of the said joint family, and Owners have agreed to keep fully indemnified the Developers against any claim whatsoever made by any one from the family or any one claiming through any member of the family as mentioned hereinabove.

34. Pursuant to the said Judgment and Decree dated 15th/23rd March, 1982, the Union of India, represented by the Salt Commissioner, applied to the Collector Bombay Suburban, Dist. Bandra, Bombay, for partition of the said undivided share, right, title and interest in the said property. The partition has been physically effected as per the order of the Collector dated April 28, 1995 and 15/16 undivided share from the said property, more particularly described in the First Schedule hereunder written is carved out for the development. Names of the Owners are also entered in Record of Rights and Records of City Survey Office. Ultimately, in pursuance of the said judgement and decree the 1/16th undivided share, right, title and interest in the said property admeasuring 5771.30 sq. metres represented by C.T.S. No. 795-9B, 5B and 3B was determined and the same was agreed by Salt Commissioner representing Union of India. The possession of said property admeasuring 5771.30 sq. metres was taken over by Union of India through Salt Commissioner on January 16, 1996 in full satisfaction of 1/16th undivided claim of the Union of India in the said family property described in the First Schedule hereunder written.

35. The Owners are thus full and absolute owners of the property admeasuring 86570.05 sq. metres of land more particularly described in the **Second Schedule** hereunder written.

36. The Owners through Developers had submitted plans for the development of the said property and for permission for development from Competent Authority, Urban Land (Ceiling and Regulation) Act. 1976. The said Competent Authority and Additional Collector (ULC), Greater Mumbai has granted necessary permission under its order No. C/ULC/D III/Sec.20/(NGL)/SR-XV/2314 dated July 29, 1995 for development of the said property on the terms contained therein.

37. One Mr. Ramchandra Patil and others have filed a suit bearing Suit No. 1262 of 1996 against Janardhan Patil and others. In the said suit, Ramchandra Patil and others had claimed various reliefs claiming right, title and interest in the said property claiming from Trimbak Govind Patil and had challenged the development Agreement and claiming certain rights by way of undivided share in the said property agreed to be developed by the Developers. In the said suit the Owners and M/s. Pioneer Housing as Developers have filed their respective written statements denying claim of Ramchandra Patil and others in the said High Court Suit No. 1262 of 1996. In the said suit, the Plaintiffs had taken out a Notice of Motion No. 3147 of 1998. In the said Notice of Motion, the said Janardhan Atmaram Patil on behalf of the Owners and the Developers have filed their affidavits in reply to the said Notice of Motion. The said Notice of Motion had come up for hearing and final disposal before the Hon'ble High Court and the Hon'ble High Court was pleased to dismiss the said Notice of Motion by its order on January 30, 2001, disposing off the said Notice of Motion and granting no reliefs of any nature whatsoever to the Plaintiffs in the suit. Hereto annexed and marked as **Annexure "B"** is a copy of the said order. The Plaintiffs in the said suit have not filed any appeal against the said order. By an order passed by the Hon'ble Bombay High Court dated 13th day of February, 2003, the said suit was dismissed.

38. Subsequent to the disposing off the said Notice of Motion the Developers have got the said Agreement for Development dated December 14, 1993, duly adjudicated by the Collector and Superintendent of stamps, Mumbai as required under the Bombay Stamp Act as applicable to the State of Maharashtra and have

duly paid the requisite amounts towards the stamp duty and penalties as determined by the Collector and Superintendent of Stamps, Mumbai.

39. The Partners of the Developers have made solemn declaration dated December 11, 2002 *inter alia* stating that the said Development Agreement is valid, subsisting and binding and not determined and/or terminated by the Vendors and/or Confirming Party M/s. Crescent Builders.

40. The Developers have after adjudication of stamp duty payable on the said Development Agreement dated December 14, 1993, have paid stamp duty and other charges as determined by Dy. Inspector General of Registration and Dy. Collector of Stamp and have got the said Agreement registered with Sub-Registrar of Assurances, Kurla along with the said Declaration dated December 11, 2002, under Serial No. 9107/2002 Part II on December 11, 2002, of Book No. I at the office of Sub-Registrar, Kurla II (Vikhroli) in Registration Sub-District Kurla II in the District Mumbai.

41. For development of the said property, the owners had approached the revenue authorities (Collector, Mumbai Suburban) for conversion of the agricultural land into non-agricultural land, to be used for non-agricultural purposes. Accordingly, the Collector, Mumbai Suburban, passed an order No. C/Desk-2D/LND/SRK-1559 dated 17th October, 2011 for non-agricultural use. Being aggrieved by the said order, one Nilesh Dattaram Patil filed an appeal before in the Court of Konkan Division (Additional Commissioner, Konkan Division), bearing No. APPEAL/DESK/LNA/477/2015. By an order dated 15th February, 2017, the Additional Commissioner, Konkan Division rejected the said appeal on the ground of limitation.

42. Pursuant to the application of the owner, the revenue authorities (Sub-Divisional Officer, Mumbai Suburban), considering the various orders passed by the Hon'ble Supreme Court, Hon'ble Bombay High Court etc., recorded a mutation entry under serial No. 1007, whereby, names of the owners entitled to the said property were recorded. One Nilesh Dattaram Patil, has filed an appeal challenging the mutation contained in the said entry No. 1007, being Appeal No. RTS/01/2017 - Nilesh Dattaram Patil v. Sub-Divisional Officer & others. In the said appeal, one of the owners Vasant Atmaram Patil, being the Respondent No.3 therein, and also the constituted attorney of the Respondent Nos. 2A to 2E has filed an affidavit in reply opposing the appeal. The respective parties have

been extensively heard by the Deputy Collector, Appeals, Bandra and matter has been closed for orders. The judgment and final order is awaited in the said Appeal. In the said Appeal, the said Vasant Atmaram Patil has *inter alia* relied on the consent decree that was passed by the Hon'ble City Civil Court, Bombay in Suit No. 375 of 1961, whereby, his father was awarded the property in question. The said Vasant Atmaram Patil further states that upon demise of his father, the property belongs to him and his family consisting of himself, his brothers and sisters and their respective children, who have all given the property in question for development to M/s. Pioneer Housing. A notice of Lis Pendens in relation to the foregoing proceeding has been registered with the Sub-Registrar of Assurances under serial No. BDR-4/3373/2017.

43. During the course of development, after the approval of the plans, there were certain technical breaches by the Developers, M/s. Pioneer Housing like exceeding the construction beyond the plinth level etc. and consequently, a notice dated 5th September, 2004 was issued by the Municipal Corporation of Greater Mumbai, calling upon the Developers, M/s. Pioneer Housing to take steps to restore the land to its existing condition before the said unauthorized development took place. FIR was also registered by police pursuant to the complaint of Municipal Corporation. The notice was issued by the Municipal Corporation of Greater Mumbai under Section 53(1) the Maharashtra Regional and Town Planning Act, 1966 for irregularity in construction. Pursuant thereto, M/s. Pioneer Housing submitted amended plans and the said amended plans were approved by the Deputy Municipal Commissioner on 27th March, 2015. The Deputy Municipal Commissioner also granted approval to the Municipal Corporation of Greater Mumbai to withdraw the action under section 53(1) of the said Act. Accordingly, by a letter dated 20th July, 2015, Municipal Corporation of Greater Mumbai informed the partners of M/s. Pioneer Housing that the FIR (first information report) which was registered under Section 53(1) of the said Act has been withdrawn. By a letter dated 17th July, 2015, addressed by the Asst. Commissioner, P-Ward to the senior inspector of police, Navgarh police station, the said Asst. Commissioner requested the police officer to stop all action initiated on the basis of the said FIR. In the said letter to the senior inspector of police, Navgarh police station, it was stated that irregular structure constructed by M/s. Pioneer Housing has been regularized by the Municipal Corporation of Greater Mumbai by issuing IOD dated 5th February, 2015.

44. Since the FIR was registered by the senior inspector of police, Navgarh police station, Champalal Kishorchand Vardhan & others, being partners of M/s. Pioneer Housing had filed a Writ Petition No. 4027 of 2015 in the Hon'ble Bombay High Court, under Article 226 of the Constitution of India read with Section 482 of the Criminal Procedure Code, 1973 for quashing the criminal FIR bearing No. CR No. 19 of 2015 lodged under Section 53(1) of the said Maharashtra Regional and Town Planning Act, 1966. By an order dated 6th January, 2017, the Hon'ble High Court allowed the Writ Petition and the FIR bearing CR No. 19 of 2015 was quashed and set aside and Rule was made absolute.

45. In this connection, it is further stated that one Kundan Mohan Patil has filed a Writ Petition No. 1940 0f 2015 in the Hon'ble Bombay High Court, against the State of Maharashtra (Commissioner, Assist. Commissioner, Executive Engineers, Collectors etc), wherein, he has impleaded M/s. Pioneer Housing as a party Respondent. In the said Writ Petition, the Petitioner has alleged irregularities and unauthorized construction. In response, one of the partners of M/s. Pioneer Housing has filed an Affidavit in Reply denying all the allegations of the Petitioner and has further placed on record the true and correct facts of the case, including the fact of the regularization of the unauthorized construction. The said Writ Petition is pending admission.

46. In or around, 2008-09, one Krishnabai Dashrath Babade claiming to be the co-owner in one (1) acre of land had applied to the Tahasildar for getting her alleged undivided 1/3rd share in the said one (1) acre property bearing survey No. 22 new CTS No. 795A of village Nahur, Taluka Kurla, Dist. Mumbai Suburban, equivalent to 1333 sq. mtrs., claiming her share as per the consent decree dated 8th April, 1969. Further, she had agreed to sell and transfer her 1/3rd share to Sadguru Enterprises/ Cresent Builders/ M/s. Pioneer Housing. However, on several representations made by her to the revenue authorities, she succeeded to get her share partitioned without any notice to the other co-owners and/or M/s Pioneer Housing. After the said partition of her alleged 1/3rd share in the said property, by a registered Deed of Conveyance dated 31st December, 2009, the said Krishnabai Dashrath Babade purportedly sold and conveyed property bearing survey No. 22 new CTS No. 795A of village Nahur, Taluka Kurla, Dist. Mumbai Suburban, equivalent to 1333 sq. mtrs. to one M/s. Manisha Developers. After knowledge of said purported partition and the purported sale by the said registered Deed of Conveyance dated 31st December, 2009, the other owners

filed an Appeal before the Additional Commissioner Konkan Division for cancellation of the order of partition passed by the Collector, M.S.D. dated 5th December, 2009 as also an Appeal under Section 247 of the Maharashtra Land Revenue Code, 1966 before the Sub-Divisional Officer for setting aside the purported partition. However, in order to avoid further litigation and affect the development of the property, Ms/. Pioneer Housing have, by a Deed of Conveyance dated 11th August, 2014, acquired, from M/s. Manisha Developers, (the purported purchaser), the said portion of the land on the terms and conditions set out in the said Deed of Conveyance dated 11th August, 2014 duly registered with the Sub-Registrar of Assurances bearing serial No. 7831/2014.

47. In the year 2011, one Indumati Dattaram Patil filed a Suit before the Hon'ble Bombay High Court bearing Suit No. 3051 of 2011 against M/s. Pioneer Housing, and on the pretext of being one of the owners of the said Property, claimed reliefs as more particularly set out in the plaint of the said suit. She has also filed a Notice of Motion bearing No. 3705 of 2011 for certain interim and ad-interim reliefs. Till date, Hon'ble Bombay High Court has granted no interim or ad-interim reliefs to the said Indumati Dattaram Patil and the said Notice of Motion is pending hearing and final disposal. M/s. Pioneer Housing has also filed a Notice of Motion bearing No. 1246 of 2013 under the provisions of Section 9A of the Civil Procedure Code, 1908 for dismissal of the suit on the ground of limitation. In the said Notice of Motion filed by M/s. Pioneer Housing, evidence of the parties has been recorded by the Hon'ble Bombay High Court and the said Notice of Motion is also pending hearing and final disposal. A notice of Lis Pendens in relation to the foregoing proceeding has been registered with the Sub-Registrar of Assurances under serial No. BDR-7/2684/2012.

48. We, hereby certify that subject to what is stated above, the title to the said property, more particularly described in the Second Schedule hereunder written is marketable and free from all encumbrances.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

ALL THOSE pieces or parcels of vacant land situate lying and being at Village Nahur, Taluka Kurla, in the Registration district and sub-district of Bombay City and Bombay Suburban and in the District of Bombay Suburban bearing the following particulars:

C.T.S. No.	Survey No.	Area as per P.R.Card (sq.mtrs.)	Area in Road (sq.mtrs.)	Area in Rly. Acquisition (sq.mtrs.)	Clear Plot Area (sq.mtrs.)
795	16/2	10927.9	Nil	6709.16	4218.74
795/2	30	7261.6	Nil	5469.76	1791.84
795/3	17	9023.7	Nil	607.05	8416.65
795/4	29	14321.5	Nil	6710.15	7611.35
795/5	22	24684.0	Nil	117.05	24566.95
795/8	23	10647.7	273.00	Nil	10374.70
795/9	21	14068.6	2.75	Nil	14065.85
795/10	26/B	4553.0	863.00	250.28	3439.72
795/12	24/B	205.7	Nil	Nil	205.70
795/13	26/A	9367.1	3325.00	Nil	6042.10
795/14	24/A	13881.7	7092.00	Nil	6789.77
795/16	25	4818.0	Nil	Nil	4818.00
		123760.5	11555.75	19863.45	92341.30

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of the Owners Property)

(As per Old C.T.S. Numbers)

C.T.S. No.	Survey No.	Area as per P.R.Card (sq.mtrs.)	Area in Road (sq.mtrs.)	Area in Rly. Acquisition (sq.mtrs.)	Clear Plot Area (sq.mtrs.)
795	16/2	10927.9	Nil	6709.16	4218.74
795/2	30	7261.9	Nil	5469.76	1791.84
795/3	17	8186.7	Nil	607.05	7579.65
795/4	29	14321.5	Nil	6710.15	7611.35
795/5	22	20536.75	Nil	117.05	20419.70
795/8	23	10647.7	273.00	Nil	10374.70
795/9	21	13281.6	2.75	Nil	13278.85
795/10	26/B	4553.0	863.00	250.28	3439.72
795/12	24/B	205.7	Nil	Nil	205.70
795/13	26/A	9367.1	3325.00	Nil	6042.10
795/14	24/A	13881.7	7092.00	Nil	6789.70
795/16	25	4818.0	Nil	Nil	4818.00
		117989.25	11555.75	19863.45	86570.05

(Description of the Owners Property)
(Excluding 1/16 area of sq. mtrs. handed over to salt dept.)
(As per New C.T.S. Numbers)

C.T.S. No.	Area as per P.R. ard	Area in Railway sq. mtrs.	Area in link Road Sq. mtrs.	Owners Plot area sq. mtrs.
795A	27724.20	--	--	27724.20
795A/1	13270.40	--	--	13270.40
795A/2	6874.40	--	--	6874.40
795A/3	4787.40	--	--	4787.40
795A/4	9559.10	--	--	9559.10
795A/5	1566.13	--	--	1566.13
795A/6	22115.0	22115.90	--	--
795A/7	1755.40	1755.40	--	--
795A/8	1322.00	--	--	1322.00
795A/9	1630.84	--	--	1630.84
795A/10	3752.55	--	--	3752.55
795A/11	1966.44	--	--	1966.44
795A/12	257.30	--	--	257.30
795A/13	3320.20	--	--	3320.20
795A/14	12636.30	--	12636.30	--
795A/115	3636.90	--	--	3636.90
	116166.46	23871.30	12636.30	79658.86

Dated at Mumbai, this **26th** day of **July, 2017**.

For M/s. MAJMUDAR & PARTNERS

(A. K. HIRANI)
SENIOR PARTNER

Encl: (1) Our certificate of title dated 31st day of January, 2003.
(2) Copy of the Court order dated January 30, 2001

ANNEXURE "A"

MAJMUDAR & CO.

International Lawyers

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TO WHOM IT MAY CONCERN

1. This is to certify that we have examined the title to the properties situated lying and being at Village Nahur, Taluka Kurla in the Registration District and Sub-District Mumbai and Mumbai Suburban, more particularly described in the First and Second Schedule hereunder written after perusing and verifying the various court's orders collector's order, property cards, i.e., C.T.S. Extracts, and by giving public advertisements in news papers, inviting claims of parties/persons against the said properties.

2. The properties initially belonged to one Kamal Fakir Patil. The said Kamal Fakir Patil died, leaving behind him surviving Mangal and Padman as his only heirs, according to Hindu Law by which he was governed.

3. The said Mangal Kamal Patil died, leaving behind him surviving his sons Bhuryaji, Govind, Jivan and Fakir, according to the Hindu Law by which he was governed.

4. The said Bhuryaji Mangal Patil died, leaving behind him surviving his wife, Jivabai and two sons Atmaram and Gopal.

5. The said Govind Mangal Patil died, leaving behind him surviving his wife Gangubai and two sons, Trimbak and Manik.

6. The said Jivan Mangal Patil died, leaving behind him surviving his wife, Ladkibai and three sons, Krishna, Sakharam and Bhau.

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7. The said Fakir Mangal Patil died intestate, leaving behind him surviving his wife, Sowari and four sons, Kashinath, Bhaskar, Raghunath and Waman and one daughter, Hirabai.

8. The said Padman Kamal Patil died, leaving behind him surviving his son, Kokya as his only heir.

9. The said Kokya Padman Patil died, leaving behind him surviving his two sons, Pandurang and Hiraji.

10. The family, as constituted above owned the several immovable properties, including the property more particularly described in the First Schedule hereunder written..

11. In or about the year 1921, a portion of the property belonging to the joint family, forming part of the aforesaid property herein, was acquired in 1921 by the Central Government for salt farm. The compensation in respect of the said property was taken by Trimbak Govind Patil. The said Trimbak being dissatisfied with the compensation, made a reference being L.A. Reference No.24 of 1921 to the District Court, Thane. By an Order dated 15th September, 1924, the District Court, Thane, enhanced the said compensation by Rs.6,241/- and the same was paid to the said Trimbak.

12. Being aggrieved by the Order of the District Court, Thane, the Central Government preferred an Appeal being Appeal No.251 of 1923, and by an

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Order dated 21st September, 1925, the Order of the District Court, Thane, was set aside and restored the Order of the Learned Acquisition Officer, fixing the compensation

13. In the meantime, Pandu Kokya Bohir, one of the co-owner filed a suit in the First Class Sub-Judge, Thane Civil Court, being suit no. 302 of 1927 and pursuant to the Order dated 19th March 1929 passed by that court, the larger property was divided amongst the family and property more particularly described in the First Schedule hereunder written, came to the share of Govind, Jeevan, Bhuriaji, Fakir

14. Pursuant to the said Order dated 21st September, 1925, the Central Government took proceedings for the recovery of the said enhanced compensation of Rs.6,241/- paid to the said Trimbak. The execution proceedings were filed by the Central Government, being Execution Application No.27 of 1928 in the District Court, Thane, and the properties belonging to the joint-family, more particularly described in the First Schedule hereunder written, were put up for auction sale.

15. Pursuant to the said auction, the properties, more particularly described in the First Schedule hereunder written, were purchased by the Salt Commissioner on 8th November, 1933 for and on behalf of the Central Government, and the Sale Certificate dated 11th April, 1935, was issued to the Central Government, by Court.

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16. In this connection, several litigations took place between the Central Government, represented by the Salt Commissioner and Atmaram Bhuryaji Patil and other members of Patil Family. It was contended on behalf of the family that Trimbak Govind Patil had no authority to represent the family. Ultimately it was held by the First Class Sub-Judge, Thane Civil Court, in Suit No. 72 and 73 of 1942 that in consideration of the compensation received by Trimbak Govind Patil, Manik Govind Patil and their Mother, Gangubai Govind Patil in respect of the property acquired by the Salt Commissioner, their shares, right, title and interest in the property were extinguished in the said property described in the First Schedule hereunder written and they no longer continued to have any share, right, title and interest in the said property, more particularly described in the First Schedule hereunder written and the said property continued to belong absolutely to the legal heirs and representatives of the said Bhuryaji, Jivan and Fakir Bhoir Patil in terms of the decree passed in Partition Suit being Regular Civil Suit No. 302 of 1927 in the Court of First Class Subordinate Judge, Thane.. Accordingly, the property came to be vested in the family of Bhuryaji, Jivan and Fakir Bhoir Patil.

17. The said Atmaram Bhuryaji Patil died intestate in 1977, leaving behind him surviving his wife, Mathurbai and two sons, Janardan and Vasant and three daughters, Taramati, Dwarkabai and Anandibai.

18. The said Mathurabai died in the year 1983, leaving behind her surviving her said two sons and three daughters as her only heirs.

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19. The said Gopal Bhuryaji Bhoir died, leaving behind him surviving his son Dattaram and three daughters, Babybai, Thakkubai and Damayanti.

20. The said Babybai, daughter ofGopal Bhuryaji died, leaving behind her surviving her husband, Yashwant Keni and her sons, Manohar, Pravin, Arun, Ravindra and Mahesh and daughters, Nanda, Latha, Nalini and Bhanumati.

21. The said Bhaskar Fakir Patil and his wife, Kusum Bhaskar Patil had died, leaving behind them surviving their 5 daughters, namely, Pushpalata, Praveena, Deepa, Sheila and Chetna as their only heirs.

22. Bhashkar Fakir Patil filed a suit in the City Civil Court, at Bombay being Suit. No. 375 of 1961 for partition of the property more particularly described in First Schedule hereunder written. In the decree passed in the said suit on 8th April 1969, it was declared that the said Property is not a joint family property and the Property described in First Schedule hereunder written belong exclusively to Atmaram Bhurayaij Patil being the Defendant No. 1, subject to the terms contained in the said decree.

23. Inspite of the said Order being passed in the said two suits being suit no. 72 and 73 of 1942, the Salt Commissioner, representing the Union Government, continued to interfere in the said property, more particularly described in the First Schedule hereunder written. Therefore, the said Atmaram Bhuryaji Patil filed a Suit in the City Civil Court at Bombay, being Suit No.1806 of 1966 against the Union of India for a Declaration that the said property, more

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particularly described in the First Schedule hereunder written absolutely belonged to them and for other reliefs.

24. By a Judgment and Decree on 15th/23rd March, 1982, the Learned Judge of the City Civil Court declared that the said Mathurabai, widow of Atmaram Bhuryaji Patil, and legal heirs of deceased Atmaram are the Owners of 15/16 undivided shares, right, title and interest in the said property, more particularly described in the First Schedules hereunder written and the Union of India/Salt Commissioner was only entitled to 1/16 undivided share, right, title and interest in the said property, more particularly described in the First Schedules hereunder written.

25. Aggrieved by the said Judgment, the Union of India filed First Appeal to the Hon'ble Bombay High Court, being Appeal No. 33 of 1983. By Judgment and Order dated 31st July, 1990, in the said First Appeal No. 33 of 1983, the Hon'ble Bombay High Court confirmed the Judgment and Decree dated 15th/23rd March, 1982, passed by City Civil Court, Bombay and dismissed the Appeal filed by the Union of India

26. Aggrieved by the said Judgment and Decree dated 31st July, 1990 of the Hon'ble High Court at Bombay, the Union of India filed Letters Patent Appeal No.103 of 1993. The said Appeal was also rejected by the Hon'ble Bombay High Court by their order dated 5th August 1993.

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27. Being aggrieved by the Judgment and Decree passed in the said First Appeal and in the said Letters Patent Appeal No. 103 of 1993, the Union of India filed a Special Leave Petition in Supreme Court for Appeal against the said Order in the said Letters Patent Appeal No. 103 of 1993. The said Special Leave Petition was also rejected by the Hon'ble Supreme Court of India by its order dated 11th July 1994.

28. Thus, by the Judgment and Decree dated 15th/23rd March, 1982, passed by the Hon'ble City Civil Court of Bombay, declaring that the Owners have 15/16 shares, right, title and interest in the said property, more particularly described in the First Schedule hereunder written and Union of India is entitled to 1/16th undivided right in the said property and the order became final and binding, upon Union of India.

29. Janardhan Atmaram Patil, being the eldest son and male heir of Atmaram Bhuryaji Patil, negotiated for sale of the property and in the said negotiations, the co-owners of of two (2) acres and one (1) as per acrein the said decree dated 8th April 1969 also joined in the negotiations and agreed and decided to sell the property on as is where is basis and subject to various claims and acquisitions and litigations with Union of India to . to any interested Developers/Builders/Purchasers.

30. The Owners, viz. -

I (a) Janardhan Atmaram Patil, for self and as Karta and Manager of his joint and undivided Hindu Family, consisting of himself, his wife, Smt. Mirabai Janardhan Patil, his sons, Naresh Janardhan

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Patil and Dilip Janardhan Patil and his daughters, Mrs. Pushpalata Ravindra Ghagre nee Pushpalata Janardhan Patil and Mrs. Jyotsna Dattatraya Madhavi nee Jyotsna Janardhan Patil,

(b) Smt. Mirabai Janardhan Patil,

(c) Naresh Janardhan Patil, for self and as father and natural guardian for his minor daughter Miss. Naresh Patil, aged 7 years, and minor son Master Veenit Naresh Patil, aged 4 years,

(d) Mrs. Jayshree Naresh Patil,

(e) Dilip Janardhan Patil, for self and as father and natural guardian for his minor daughter Miss. Priya Dilip Patil, aged 5 years,

(f) Mrs. Lalita Dilip Patil,

(g) Mrs. Pushpalata Ravindra Gharre, nee Pushpalata Janardhan Patil,

(h) Mrs. Jyotsna Dattatraya Madhavi, nee Jyotsna Janardhan Patil,

(i) Smt. Taramati Harishchandra Keni,

(j) Smt. Dwarkabai Damodar Vaithy,

(k) Smt. Anandibai Krishna Keni.

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II. Though not legal owners as per the said decree dated 8th April 1969, but included and treated as owners, the following, namely:

(a) Dattaram Gopal Patil, for himself and as father and natural guardian for his minor son, Mandar Dattaram Patil, aged 15 years, as also Karta and Manager of Joint and undivided Hindu Family consisting of his wife, Mrs. Indumati Dattaram Patil, Mrs. Dwarkabai Dattaram Patil, his sons, Nilesh Dattaram Patil, Shailesh Dattaram Patil, Ritesh Dattaram Patil, Mandir Dattaram Patil and daughter Rakhee Dattaram Patil,

(b) Smt. Indumati Dattaram Patil,

(c) Smt. Dwarkabai Dattaram Patil,

(d) Nilesh Dattaram Patil,

(e) Shailesh Dattaram Patil,

(f) Ritesh Dattaram Patil,

(g) Miss. Rakhee Dattaram Patil,

(h) Smt. Thakubai Narayan Mhatre,

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(i) Smt. Damayanti Vasudeo Vaithy,

(j) Yeshwant Damodar Keni,

(k) Manohar Yeshwant Keni, for himself and as father and natural guardian for his minor son, Amay Manohar Keni, aged 8 years and his minor daughter, Pooja Manohar Keni, aged 4 years,

(l) Mrs. Manisha Manohar Keni,

(m) Pravin Yeshwant Keni, for himself and as father and natural guardian of his minor son, Kunal Pravin Keni, aged 4 years,

(n) Mrs. Lalita Pravin Keni,

(o) Ravindra Yeshwant Keni, for himself and as father and natural guardian of his minor daughter Mansee Ravindra Keni, aged 3 years,

(p) Smt. Nirmala Ravindra Keni,

(q) Mrs. Lata Bhalchandra Vaithy nee Lata Yeshwant Keni,

(r) Mrs. Manda Gajanan Keni nee Manda Yeshwant Keni,

(s) Mrs. Nalini Anant Patil nee Nalini Yeshwant Keni,

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(t) Mahesh Yeshwant Keni,

(u) Miss. Bhanumati Yeshwant Keni,

(v) Arun Yeshwant Keni, for himself and as father and natural guardian of his minor son, Chetan Arun Keni,

(w) Smt. Nanda Arun Keni,

III. (a) Vasant Atmaram Patil, for self and as father and natural guardian for his minor daughters, Miss. Minal Vasant Patil, aged 15 years, and Miss. Alpa Vasant Patil, aged 14 years, and his minor son, Jitesh Vasant Patil, aged 12 years, as also as Karta and manager of the joint and undivided Hindu Family, consisting of himself, his wife Mrs. Surekha Vasant Patil, his minor daughters, Minal and Alpa and minor son, Jitesh,

(b) Mrs. Surekha Vasant Patil,

IV. (a) Shyam Narayan Patil, for self and as father and natural guardian of his minor sons, Ashok Shyam Patil, aged 8 years, Nikhilesh Shyam Patil, aged 6 years and Lata Shyam Patil, aged 4 years,

(b) Mrs. Laxmi Shyam Patil,

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(c) Ravindra Narayan Patil, for self and as father and natural guardian for his minor son, Aniket Ravindra Patil, aged one year, and minor daughter, Hemangi Ravindra Patil, aged 3 years,

(d) Mrs. Lalita Ravindra Patil,

(e) Manohar Narayan Patil,

(f) Mrs. Jayshree Gurunath Murkunde nee Jayshree Narayan Patil,

(g) Mrs. Godavari Sunil Kamtekar nee Yeshodha Narayan Patil,

V. (a) Dattatraya Raghunath Patil, for self and as father and natural guardian for his minor daughters, Sheetal Dattatraya Patil, aged 15 years, and Reshma Dattatraya Patil, aged 12 years, as also Karta and Manager of the joint and undivided Hindu Family consisting of himself, his wife, Mrs. Shantabai Dattatraya Patil and his daughter, Miss. Geeta Dattaram Patil, and minor daughters, Sheetal Dattatraya Patil and Reshma Dattatraya Patil,

(b) Mrs. Shantabai Dattatraya Patil,

(c) Miss Geeta Dattatraya Patil,

(d) Ganesh Dattatraya Patil,

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VI.(a) Kashinath Fakir Patil,

VII.(a) Mrs. Pushpalata Vijay Shirke nee Pushpalata Bhaskar Patil,

(b) Mrs. Pravina Narayan Koli nee Pravina Bhaskar Patil,

(c) Mrs. Deepa Shivram Tandel nee Deepa Bhaskar Patil,

(d) Miss. Shaila Bhaskar Patil,

(e) Miss. Chetna Bhaskar Patil,

VIII.(a) Smt. Manjulabai Waman Patil,

(b) Mrs. Indumati Krishna Patil nee Indumati Waman Patil,

(c) Mrs. Devyani Ravindra Keni nee Devyani Waman Patil,

(d) Mrs. Nirmala Ashok Patil nee Nirmala Waman Patil,

(e) Mrs. Bharti Suresh Ulvekar nee Bharati Waman Patil,

(f) Ramakant Waman Patil,

(g) Mrs. Pratibha Ramakant Patil,

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(h) Hareshwar Waman Patil,

IX. (a) Smt. Hirabai Hiraji Vaithy,

X. (a) Gajanan Harishchandra Bhoir,

(b) Smt. Bhimabai Gajanan Bhoir,

(c) Vijay Gajanan Bhoir, for self and as father and natural guardian for his minor sons, Yogesh Vijay Bhoir, aged 8 years, and Nikhit Vijay Bhoir, aged 6 years,

(d) Mrs. Tejasvi Vijay Bhoir,

(e) Deepak Gajanan Bhoir, for self and as father and natural guardian for his minor son, Vinayak Deepak Bhoir, aged 6 years,

(f) Mrs. Shalini Deepak Bhoir,

(g) Jayant Gajanan Bhoir,

(h) Miss. Jyoti Gajanan Bhoir,

(i) Baban Harishchandra Bhoir, for self and as father and natural guardian for his minor sons, Sandesh Baban Bhoir, aged 7 years,

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Satish Baban Bhoir, aged 15 years, and Mahendra Babab Patil, aged 11 years,

(j) Mrs. Suman Baban Bhoir,

(k) Smt. Anusaya Kesrinath Patil,

(l) Smt. Narmada Keshav Patil,

(m) Smt. Renukábai Jagannath Bhoir,

(n) Mrs. Vandana Dilip Bhoir nee Vandana Jagannath Bhoir,

(o) Miss. Sunaja Jagannath Bhoir,

became entitled to 15/16 undivided shares, right, title and interest in the said properties, more particularly described in the First Schedule hereunder written as owners thereof in terms of the said Decree dated 8th April 1969 passed in Suit No. 375 of 1961 by the City Civil Court, Bombay

Upon enquiries by us with Mr. Janardhan Atmaram Patil, we were informed that , although pursuant to the said Decree dated 8th April 1969 passed in the B.C.C. suit 375 of 1960, the property more particularly described in the First Schedule hereunder written was declared exclusively belonging to Atmaram Bhuryaji Patil subject to the terms and conditions more specifically stated in the said decree and the property only vested in the heirs of the said Atmaram alone.

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Satish Baban Bhoir, aged 15 years, and Mahendra Babab Patil, aged 11 years,

(j) Mrs. Suman Baban Bhoir,

(k) Smt. Anusaya Kesrinath Patil,

(l) Smt. Narmada Keshav Patil,

(m) Smt. Renukabai Jagannath Bhoir,

(n) Mrs. Vandana Dilip Bhoir nee Vandana Jagannath Bhoir,

(o) Miss. Sunaja Jagannath Bhoir,

became entitled to 15/16 undivided shares, right, title and interest in the said properties, more particularly described in the First Schedule hereunder written as owners thereof in terms of the said Decree dated 8th April 1969 passed in Suit No. 375 of 1961 by the City Civil Court, Bombay

Upon enquiries by us with Mr. Janardhan Atmaram Patil, we were informed that , although pursuant to the said Decree dated 8th April 1969 passed in the B.C.C. suit 375 of 1960, the property more particularly described in the First Schedule hereunder written was declared exclusively belonging to Atmaram Bhuryaji Patil subject to the terms and conditions more specifically stated in the said decree and the property only vested in the heirs of the said Atmaram alone.

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The eldest son of Atmaram, Mr. Janardan Atmaram Patil has however desired that the heirs of his uncle, viz., Gopal Bhuraji Patil be also given some consideration from out of the consideration coming to the share of Atmaram family and accordingly the heirs of Gopal Bhuryaji Patil have been included as name sake owners in the said propertis agreement for sale from time to time with the Purchasers

31. Since the property was saddled with litigations and several other problems, the Owners as Vendors had entered into three (3) Agreements for Sale all dated 29th November 1985 with M/s. Sadguru Enterprises, who in turn had entered into several Tripartite Agreement for Sale of the said property with one M/s. Crescent Builders. The Owners also executed various irrevocable power of attorney's in favour of partners M/s. Sadguru Enterprises and of M/s Crescent Buildrs and handed over possession of the property to the said Purchasers.

32. Since the property was encumbered with various litigation and claims with Union of India, Salt Department, M/s. Crescent Builders negotiated with M/s. Pioneer Housing & M/s. Cresent Builders simultaneously also negotiated with the Owners and the Owners and the said Crescent Builders agreed for development of the property by M/s. Pioneer Housing and agreed to transfer 70% of development share to M/s. Pioneer Housing, reserving 30% development share with M/s, Crescent Builders and also agreed to the increased consideration to be paid to the Owners. .

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33. By an Agreement for Development dated 14th December, 1993, made and entered into between the Owners including persons treated as owners as "Vendors" of the One Part, the said M/s. Crescent Builders as "Conforming Party" of the Second Part and M/s. Pioneer Housing as "Developers" of the Third Part, the said M/s. Pioneer Housing have agreed to develop the said property on terms, conditions and consideration mentioned in the said Agreement dated 14th December, 1993. Under the said Agreement, 30% share, right, title and interest in the said Property is retained by M/s. Crescent Builders.

34, The said Agreement for Development dated 14th December, 1993, was submitted to the Appropriate Authority U/s.269-UC of the Income Tax Act, 1961. The said authority has ultimately granted its No Objection for the development of the said property by M/s. Pioneer Housing.

35. The Owners have further solemnly declared that Owners are the only members and legal representatives of the said joint family, and Owners have agreed to keep fully indemnified the Developers against any claim whatsoever made by any one from the family or any one claiming through any member of the family as mentioned hereinabove.

36. Pursuant to the said Judgment and Decree dated 15th/23rd March, 1982, the Union of India, represented by the Salt Commissioner, applied to the Collector Bombay Suburban, Dist. Bandra, Bombay, for partition of their 1/16th said undivided share, right, title and interest in the said property. The partition has been physically effected as per the order of the Collector dated April 28, 1995

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and 15/16 undivided share of the said property, more particularly described in the First Schedule hereunder written is carved out for the Owners. Names of the Owners are also entered in Record of Rights and Records of City Survey Office. . The possession of said property admeasuring 5771.30 sq. metres was taken over by Union of India through Salt Commissioner on January 16, 1996 in full satisfaction of 1/16th share of the Union of India in the said family property described in the First Schedule hereunder written.

37. The Owners are thus full and absolute owners of the property admeasuring 86570.05 sq. metres of land more particularly described in the Second Schedule hereunder written.

38. The Owners through Developers had submitted plans for the development of the said property and for permission for development from Competent Authority, Urban Land (Ceiling and Regulation) Act. 1976. The said Competent Authority and Additional Collector (ULC), Greater Mumbai has granted necessary permission under its order No. C/ULC/D III/Sec.20/(NGL)/SR-XV/2314 dated July 29, 1995 for development of the said property on the terms contained therein.

39. One Mr. Ramchandra Patil and others have filed a suit bearing Suit No. 1262 of 1996 against Janardhan Patil and others. In the said suit, Ramchandra Patil and others had claimed various reliefs claiming right, title and interest in the said property claiming from Trimbak Govind Patil and had challenged the development Agreement and claiming certain rights by way of undivided share in the said property agreed to be developed by the Developers. In the said suit

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the Owners and M/s. Pioneer Housing as Developers have filed their respective written statements denying claim of Ramchandra Patil and others in the said High Court Suit No. 1262 of 1996. In the said suit, the Plaintiffs had taken out a Notice of Motion No. 3147 of 1998. In the said Notice of Motion, the said Janardhan Atmaram Patil on behalf of the Owners and the Developers have filed their affidavits in reply to the said Notice of Motion. The said Notice of Motion had come up for hearing and final disposal before the Hon'ble High Court and the Hon'ble High Court was pleased to dismiss the said Notice of Motion by its order on January 30, 2001, disposing off the said Notice of Motion and granting no reliefs of any nature whatsoever to the Plaintiffs in the suit. Hereto annexed and marked as **Annexure "A"** is a copy of the said order. The Plaintiffs in the said suit have not filed any appeal against the said order. The said suit is pending the hearing and final disposal.

40. Subsequent to the disposing off the said Notice of Motion the Developers have got the said Agreement for Development dated December 14, 1993, duly adjudicated by the Collector and Superintendent of stamps, Mumbai as required under the Bombay Stamp Act as applicable to the State of Maharashtra and have duly paid the requisite amounts towards the stamp duty and penalties as determined by the Collector and Superintendent of Stamps, Mumbai.

41. The Partners of the Developers have made solemn declaration dated December 11, 2002 inter alia stating that the said Development Agreement is valid, subsisting and binding and not determined and/or terminated by the Owners and/or Confirming Party i.e., M/s. Crescent Builders.

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42. The Developers have after adjudication of stamp duty payable on the said Development Agreement dated December 14, 1993, have paid stamp duty and other charges as determined by Dy. Inspector General of Registration and Dy. Collector of Stamp and have got the said Agreement registered with Sub-Registrar of Assurances, Kurla along with the said Declaration dated December 11, 2002, under Serial No. 9107/2002 Part II on December 11, 2002, of Book No. I at the office of Sub-Registrar, Kurla II in Registration Sub-District Kurla II in the District Mumbai.

43. By a Supplementary Agreement dated 29th April 2002 made between M/s. Crescent Builders and M/s. Pioneer Housing whereby M/s. Crescent Builders have agreed to allow the said M/s. Pioneer housing to develop the entire property more particularly described in the Second Schedule hereunder written on the terms and conditions contained in the said Agreement

44. We, hereby certify that subject to what is stated above, the title to the said property, more particularly described in the Second Schedule hereunder written is marketable and free from all encumbrances. The Owners have further solemnly declared that Owners are the only members and legal representatives of the said joint family, and Owners have agreed to keep fully indemnified the Developers against any claim whatsoever made by any one from the family or any one claiming through any member of the family as mentioned hereinabove Therefore, M/s. Pioneer Housing are entitled to develop the said property on the terms and conditions contained in the said Agreement for Development dated 14th December 1993 and said supplemental Agreement dated 29th April 2002.

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THE FIRST SCHEDULE HEREINABOVE REFERRED TO

ALL THOSE pieces or parcels of vacant land situate lying and being at Village Nahur, Taluka Kurla, in the Registration district and sub-district of Bombay City and Bombay Suburban and in the District of Bombay Suburban bearing the following particulars:

C.T.S. No.	Survey No. sq. ft.	P.R.Card sq.mtrs.	Area in Road sq.mtrs.	Area in Rly. Acquisition sq.mtrs.	Clear Plot Area
795	16/2	10927.9	Nil	6709.16	4218.74
795/2	30	7261.6	Nil	5469.76	1791.84
795/3	17	9023.7	Nil	607.05	8416.65
795/4	29	14321.5	Nil	6710.15	7611.35
795/5	22	24684.0	Nil	117.05	24566.95
795/8	23	10647.7	273.00	Nil	10374.70
795/9	21	14068.6	2.75	Nil	14065.85
795/11	26/B	4553.0	863.00	250.28	3439.72

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795/12	24/B	205.7	Nil	Nil	205.70
795/13	26/A	9367.1	3325.00	Nil	6042.10
795/14	24/A	13881.7	7092.00	Nil	6789.77
795/16	25	4818.0	Nil	Nil	4818.00
—					
		123760.5	11555.75	19863.45	92341.30

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THE SECOND SCHEDULE HEREINABOVE REFERRED TO

C.T.S. / Survey No.	/ No.	P.R. Card Area in sq.Mtr.	Road Sq.ft.	Area in Rly Acquisition Sq.Mtr.	Clear-Plot Areas Sq.Mtr.
795	16/2	10927.9	Nil	6709.16	4218.74
795/2	30	7261.9	Nil	5469.76	1791.84
795/3	17	8186.7	Nil	607.05	7579.65
795/4	29	14321.5	Nil	6710.15	7611.35
795/5	22	20536.75	Nil	117.05	20419.70
795/8	23	10647.7	273.00	Nil	10374.70
795/9	21	13281.6	2.75	Nil	13278.85
795/11	26/B	4553.0	863.00	250.28	3439.72
795/12	24/B	205.7	Nil	Nil	205.70
795/13	26/A	9367.1	3325.00	Nil	6042.10

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795/14	24/A	13881.7	7092.00	Nil	6789.70
795/16	25	4818.0	Nil	Nil	4818.00
		117989.25	11555.75	19863.45	86570.05

Dated at Bombay, this 31st day of January, 2003.

For M/s. MAJMUDAR & CO.

(A. K. HIRANI)
SENIOR PARTNER

Encl: Copy of the Court order dated January 30, 2001

Associated Offices : New Delhi, Bangalore, Calcutta, Chennai, Hyderabad - India.

ANNEXURE "B"

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 3147 OF 1998

IN

SUIT NO. 1262 OF 1996

Ramchandra Trimbak Patil & ors. .....Plaintiffs

Vs.

Janardhan Atmaram Patil & ors. .....Defendants

Mr. G. Sajeev. Bhatt for the plaintiffs.
Mr. A.Y. Bookwala with Mr. Pankaj Kawli i/b Chitnis Vaithy & Co. for defendants No. 1 to 30.
Mr. N.G. Thakkar with Mr. Kumar Desai i/b Majmudar & Co. for defendant no 41.

CORAM: H.L.GOKHALE, J.
DATE: 30TH JANUARY 2001

The Plaintiffs share cannot be outside and in excess of share of their father which is sought to be canvassed by the plaintiffs herein. It is on this basis that a declaration is sought so also an injunction. It is therefore not possible to accept the above submission. Notice of motion is therefore rejected.

(H.L. GOKHALE)