

Mehul Pagare

BLS. LLB

Mob: +91 9819547185

Advocate, Bombay High Court

C-709, SEA QUEEN PARADISE, Plot no. 261 & 262, Sector 10, Kharghar, Navi Mumbai – 410 210

Date: - 2nd May, 2017.

TITLE REPORT

Re: Property being all those pieces or parcels of land admeasuring in the aggregate 10 Hectare 34 Ares i.e. 1,03,400 sq. Mtrs., all situate, lying and being at Village Kasgaon, Taluka Shahapur, District Thane, Maharashtra (for the sake of easy reference collectively referred to as 'the said Properties') and bearing details as under:-

Sr. No.	Gut No.	Hissa No.	Area		Area (in sq. Mtrs.)	Present Owner	Class of Holding
			Hectare	Ares			
1	103/A	1	2	47	24700	Appasaheb Ashok Anuje	I
2	103/A	2	2	47	24700	Nayan Vitthal Farde	I
3	103/A	4	0	71	7100	Nishikant J. Naiksatam	I



4	105	---	0	81	8100	Nishikant J. Naiksatam	Khalsa
5	107	B	0	95	9500	Nishikant J. Naiksatam	Khalsa
6	123	---	0	43	4300	Gopal Palo Vekhande	
7	124	----	0	36	3600	Gopal Palo Vekhande	
8	125	----	0	80	8000	Gopal Palo Vekhande	
9	126	----	1	34	13400	Gopal Palo Vekhande	
TOTAL			10	34	103400		

1. DOCUMENTS PERUSED

For the purpose of this Title Report, I have relied on photocopies of the documents furnished to me and list whereof is mentioned in **Annexure A** hereto.

2. BRIEF HISTORY:

In respect of properties being Property Nos. 1, 2, and 3 described herein below:



PROPERTY NO. 1

Gut No.	Area		Boundaries
	Hectare	Ares	
103/A/1	2	47	On or towards the East:- As per Record of Rights On or towards the West:- As per Record of Rights On or towards the North:- As per Record of Rights and On or towards the South:- As per Record of Rights B

PROPERTY NO. 2

Gut No.	Area		Boundaries
	Hectare	Ares	
103/A/2	2	47	On or towards the East:- As per Record of Rights On or towards the West:- As per Record of Rights On or towards the North:- As per Record of Rights and On or towards the South:- As per Record of Rights B

PROPERTY NO. 3

Gut No.	Area		Boundaries
	Hectare	Ares	
103/A/4	0	71	On or towards the East:- As per Record of Rights



			On or towards the West:- As per Record of Rights On or towards the North:- As per Record of Rights and On or towards the South:- As per Record of Rights B
--	--	--	---

It appears that:-

- a) In or around the year 1984, the Government of Maharashtra, executed a consolidation scheme in respect of Village Kasgaon under provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 (for the sake of brevity hereinafter referred to as "**the Consolidation Act**") and in terms of the consolidation scheme, the agricultural pieces and parcels of land bearing Survey Nos. 37/1, 39/1/6 and 36/2C admeasuring in the aggregate 10 Hectare 86 Ares were consolidated and allotted Gut No. 103 and pursuant to such consolidation Shivram Dunda Gharat, hereinafter referred to as "**the said Shivram**" continued to be entitled to the piece of land bearing Gut No. 103/A, earlier Survey Nos. 37/1, 39/1/6 and 36/2C, as the owner thereof. The effect to the Consolidation scheme was given vide Mutation Entry No. 1 dated 25th June, 1985;

(The aforesaid details have been derived from the copy of Mutation Entry No. 1. I have been informed that a certificate has not been issued by the concerned authority in favour of the said Shivram pursuant to the consolidation scheme.)

- b) On or about 10th October, 2001, the said Shivram died intestate leaving behind him, two sons viz. Waman Shivram Gharat and Padu Shivram Gharat and five daughters viz. Shevantabai Janu Bhoir , Phasabai Mangal Kolekar ,



Hansabai Janu Bhoir, Manubai Pandurang Bhoir and Janabai Laxman Satpute (daughter), as his only surviving heirs (hereinafter collectively referred to as **"the Heirs of the said Shivram"**) as per the provisions of the personal law by which the said Erstwhile Owner was governed at the time of his demise. Accordingly, vide Mutation Entry No. 113 dated 21st March, 2003; the names of the Heirs of the said Shivram were updated in the revenue records of property bearing Gut No. 103/A admeasuring 9 Hectares 12 Acres. (for the sake of brevity hereinafter referred to as **"Gut no.103/ A"**)

- c) Vide letter dated 29th March, 1995 passed by the Deputy Conservator of Forests and also vide order passed in Writ Petition No. 2180 of 2001 and Public Interest Litigation No. 17/2002 filed by the Mumbai Environment Action Committee and others, the Forest Department made entries as per A, B, C, D, E and F Patrak. In this regard, Mutation Entry No. 150 dated 2nd June, 2005. As per this Mutation Entry property bearing Gut No. 103/A fell under "F" Patrak, which reads as follows:-

Section 22A-Creek Rehabilitation Lands:- prior to 25th October, 1980, the entry was ownership was with the khatedar and the other rights column recorded "Forests". After, 25th October, 1980, the entry was In the matter of consent to be obtained by the central government, in the khatedar column, "Maharashtra Government Reserved Forest" and in the other rights column the name of Khatedar was recorded.

- d) Thereafter, vide Mutation Entry No. 292 dated 13th July, 2011, it was recorded that the class of holding of the land bearing Gut No. 103/A was changed from



"Niyantrit Satta Prakar" to "Khalsa" and accordingly, the same remark was recorded in the 7/12 extract of Gut No. 103/ A.

- e) It appears that, on or about 22nd December, 2009, one of the Heirs of the said Shivram viz. Hansabai Janu Bhoir, expired leaving behind her, one son viz. Bhau Janu Bhoir and two daughters viz. Surekha Gopal Shirke and Savita Bhagwan, as her only surviving heirs (collectively referred to as "**the Heirs of Late Hansabai**"), as per the provisions of personal law by which she was governed at the time of her death. Accordingly, vide Mutation Entry No. 293 dated 13th July, 2011, the names of Heirs of Hansabai were updated in the revenue records inter alia regards her share in property bearing Gut No. 103/A.
- f) Thereafter, by and under an Agreement dated 14th January, 2011, registered under Serial No. SHP/264/2011, entered into between (1) Waman Shivram Gharat, (2) Padu Shivram Gharat, (3) Shevantabai Janu Bhoir, (4) Phasabai Mangal Kolekar, (5)(a) Bhau Janu Bhoir, (b) Surekha Gopal Shirke, (c) Shobha Bhagwan Mhaskar (being the Heirs of Hansabai Bhoir) (6) Manubai Pandurang Bhoir and (7) Janabai Laxman Satpute, therein collectively referred to as "the Vendors" and Ashok Jayram Gadge, therein referred to as "the Purchaser", an area admeasuring 8 Hectare 12 Ares out of Gut No. 103/A, was agreed to be sold, at or for the consideration and on the terms and conditions therein recorded. Simultaneously, with the execution of the aforesaid Agreement, an Irrevocable Power of Attorney, also of even date, was executed by the Vendors in favour of the Purchaser therein, to do all



acts, deeds and things as mentioned therein, in respect of area admeasuring 8 Hectares 12 Ares out of Gut no. 103/A.

g) Subsequently, by and under a Sale Deed dated 25th August, 2011 registered under Serial No. SHP/4392/2011, entered into between (1) Waman Shivram Gharat, (2) Padu Shivram Gharat, (3) Shevantabai Janu Bhoir, (4) Phasabai Mangal Kolekar, (5)(a) Bhau Janu Bhoir, (b) Surekha Gopal Shirke, (c) Shobha Bhagwan Mhaskar (being the Heirs of Hansabai Bhoir) (6) Manubai Pandurang Bhoir and (7) Janabai Laxman Satpute, through their Constituted Attorney Ashok Jayram Gadge therein collectively referred to as "the Vendors" and Ashok Jayram Gadge, therein referred to as "the Purchaser", the Vendors therein sold to the purchasers therein an area admeasuring 8 Hectare 12 Ares out of entire Gut No. 103/A, at or for the consideration and on the terms and conditions therein recorded and simultaneously, with the execution thereof, the said Ashok Jayram Gadge was put into possession of Gut No. 103/A. Pursuant to such purchase and acquisition and in terms of the application made, vide Mutation Entry No. 303 dated 8th November, 2011, the name of the aforesaid Ashok Jayram Gadge, was updated in the 7/12 extracts of Gut No. 103/A with respect to area admeasure 8 Hectare 12 Ares.

h) Subsequently, vide a Deed of Conveyance dated 20th April, 2015, registered under Serial No. SHP/1904/2015, entered into between Ashok Jayram Gadge as the Vendor therein and Nishikant Jaisingh Naiksatam, as the Purchaser therein, the Vendor therein sold unto the Purchaser therein, an area admeasuring about 0 Hectares 71 Ares out of Gut No. 103/A, for the consideration and on the terms and conditions therein recorded and



simultaneously, with the execution thereof, the said Nishikant Jaisingh Naiksatam, was put into quiet, vacant and peaceful possession of area admeasuring about 0 Hectares 71 Ares out of Gut No. 103/A. Thereafter, in terms of the application made, vide Mutation Entry No. 383 dated 23rd April, 2015, the name of Nishikant Jaisingh Naiksatam, was updated in the 7/12 extracts of **Gut No.103/A in respect of area admeasuring about 0 Hectares 71 Ares i.e. Property No.3** herein.

- i) Thereafter, vide a Deed of Conveyance dated 20th April, 2015, registered under Serial No. SHP/1905/2015, entered into between Ashok Jayram Gadge as the Vendor therein and Appasaheb Ashok Anuje, as the Purchaser therein, the Vendor therein sold unto the Purchaser therein, an area admeasuring about 2 Hectares 47 Ares out of Gut No. 103/A, for the consideration and on the terms and conditions therein recorded and simultaneously, with the execution thereof, the said Appasaheb Ashok Anuje, was put into quiet, vacant and peaceful possession of area admeasuring about 2 Hectares 47 Ares out of Gut No. 103/A. Thereafter, in terms of the application made, vide Mutation Entry No. 384 dated 23rd April, 2015, the name of Appasaheb Ashok Anuje, was updated in the 7/12 extracts of **Gut no.103/A in respect of area admeasuring about 2 Hectares 47 Ares i.e. Property No. 1** herein;

- j) Thereafter, vide a Deed of Conveyance dated 21st April, 2015, registered under Serial No. SHP/1939/2015, entered into between Ashok Jayram Gadge as the Vendor therein and Nayan Vitthal Farde, as the Purchaser therein, the Vendor therein sold unto the Purchaser therein, an area admeasuring about 2 Hectares 47 Ares out of Gut No. 103/A, for the consideration and on the terms



and conditions therein recorded and simultaneously, with the execution thereof, the said Nayan Vitthal Farde, was put into quiet, vacant and peaceful possession of area admeasuring about 2 Hectares 47 Ares out of Gut No. 103/A. Thereafter, vide Mutation Entry No. 386 dated 23rd April, 2015, the name of Nayan Vitthal Farde, was updated in the 7/12 extracts of Gut No. **103/A in respect of area admeasuring about 2 Hectares 47 Ares i.e Property No.2 herein;**

- k) Pursuant to the sale of various portions out of Gut No. 103/A, (referred to in paragraph nos. (H), (I) and (J) hereinabove), vide Order No. RTS/KV/1025/2015 dated 7th July, 2015, passed by the Deputy Superintendent of Land Records, Shahapur S. R. No. 99/2015, Gut No. 103/A was sub-divided and an Aakarphod Patrak was issued which recorded the new Gut number and Hissa number and the names of the respective owners thereof i.e. Gut No. 103A/1 admeasuring 2 Hectare 47 Ares owned by Appasaheb Ashok Anuje, **(Property No. 1 herein)**, Gut No. 103A/2 admeasuring 2 Hectare 47 Ares owned by Nayan Vitthal Farde **(Property No. 2 herein)** and Gut No. 103A/4 admeasuring 0 Hectare 71 Ares owned by Nishikant Jaisingh Naiksatom **(Property No. 3 herein)**. Thereafter, vide Mutation Entry no. 398 dated 8th July, 2015 effect to the order dated 7th July, 2015 passed by the Deputy Superintendent of Land Records was given and separate 7/12 extracts for the respective Gut No. and Hissa Nos. were issued.



In respect of property being Property No. 4 described herein below:

PROPERTY NO. 4

Gut No.	Area		Boundaries
	Hectare	Ares	
105	0	81	On or towards the East:- By property bearing Gut no. 106 On or towards the West:- By property bearing Gut 103/pt On or towards the North:-By property bearing Gut no 107 and On or towards the South:- By property bearing Gut no 103/pt

It appears that:-

A. In or around the year 1984, the Government of Maharashtra, executed a consolidation scheme in respect of Village Kasgaon under provisions of the Consolidation Act and in terms of the consolidation scheme, the agricultural pieces and parcels of land bearing Survey No. 37 Hissa No. 2/B admeasuring in the aggregate 81 Ares were consolidated and allotted Gut No. 105 and pursuant to such consolidation (a) Vitthal Ramchandra Gharat, (b) Madhukar Malu Padwal, (c) Sharavani Balu Jagre (d) Hausabai Ramchandra Bangar and (e) Jayabai Baap Malu hereinafter collectively referred to as "**The said Erstwhile Owners**" continued to be entitled to the piece of land bearing Gut No. 105 earlier Survey No. 37 Hissa No. 2/B admeasuring 0 Hectares 81 Ares (Property No. 4 herein) as the owners thereof. The effect to the Consolidation scheme was given vide Mutation Entry No. 1 dated 25th June, 1985;



(The aforesaid details have been derived from copy of Mutation Entry No. 1. I have been informed that no certificate has been issued by the concerned authority in favour of the said Erstwhile Owners pursuant to the consolidation scheme.)

- B. In view of the entire loan amount being repaid to The Maharashtra State Agriculture and Rural Development Bank Ltd., by Tukaram Jiva Gharat & Vitthal Ramchandra Gharat, the Bank's charge on Property No.4 herein was deleted in terms of Mutation entry No. 110 dated 16th August 2002.
- C. In the interim one Mrs Jayabai M. Padwal, one of the said Erstwhile Owners, died intestate on 23rd May, 1998 leaving behind her. (1) Rajendra Dattatray Bangar, (minor son represented by his father Dattatray Hema Bangar) and (2) Dattatray Hema Banagar, (husband) as her only heirs and legal representatives as per the provisions of personal law by which she was governed at the time of her demise. Pursuant thereto vide Mutation Entry No. 114 dated 21st March, 2003 the names of all the aforesaid heirs were updated in the 7/12 extracts as regards the share of Mrs Jayabai M. Padwal in Property no. 4 ;
- D. Thereafter, on or about 6th July, 2006 Vitthal Ramchandra Gharat, one of the Erstwhile Owners died intestate leaving behind him, (1) Santosh Vitthal Gharat (son) and (2) Surekha Kaluram Harad (daughter), as his only surviving heirs as per the provisions of personal law by which he was governed at the time of his death. Pursuant to the application made by the aforesaid heirs, vide Mutation Entry No. 161 dated 1st September, 2006 the



names of the aforesaid heirs were updated in the 7/12 extracts as regards the share of Mrs Vitthal Ramchandra Gharat in Property No.4;

E. By, under, on the terms and conditions and for the consideration more particularly recorded in the Sale Deed dated 25th February, 2009 bearing registration no. 627/2009, one Mr.Santosh Pandurang Naik through his Constituted Attorney Mr. Rajiv P. Chibbar, purchased and acquired Property No. 4 from (i) Madhukar Malu Padwal (ii) Shrivani Balu Jagre (iii) Hausabai Ramchandra Bangar, (iv) Rajendra Dattatray Bangar, (v) Dattatray Hema Bangar, (vi) Santosh Vitthal Gharat and (vii) Surekha Kaluram Harad. The sale was consented by (i) Nitin Kisan Bhande, (ii) Tukaram Jira Gharat and (iii) Kaluram Kondu Gharat and simultaneously, with the execution thereof, the said Santosh Pandurang Naik was put into possession of Property No. 4. Pursuant to such purchase and acquisition and in terms of the application made, vide Mutation Entry No. 221 passed on 23rd April, 2009, the name of the aforesaid Santosh Pandurang Naik, was updated in the 7/12 extracts of Property No. 4.

F. Subsequently, vide Sale Deed dated 24th December, 2010, bearing registration No. SHP/6225/2010, entered into between Santosh Pandurang Naik (through his Constituted Attorney Mr. Mangesh G. Gaikar) therein referred to as the Vendor and (i) Ashok Jayram Gadge and (ii) Akansha Ashok Gadge therein referred to as the Purchasers, the Vendor therein sold onto the Purchasers therein Gut Property No. 4 for the consideration and on the terms and conditions therein recorded. Pursuant to such purchase and acquisition and in terms of the application made, vide



Mutation Entry No. 299 passed on 22nd August, 2011 the names of (i) Ashok Jayram Gadge and (ii) Akansha Ashok Gadge were updated in the 7/12 extracts of Property No.4;

(Note- On perusal of the Sale Deed referred to at paragraph F above, it appears that, though the Sale Deed dated 24th December, 2010, bearing registration No. SHP/6225/2010, was executed by Mr.Santosh Naik, the entire consideration was received by him and he had put the purchasers therein i.e. (i) Ashok Jayram Gadge and (ii) Akansha Ashok Gadge in quite vacant and peaceful possession of Gut No. 105, the execution of the Sale Deed before the Registrar was admitted by Mr.Mangesh Gaikar, being his Constituted Attorney. Further, on perusal of the General Power of Attorney dated 3rd April, 2008 annexed to the Sale Deed it appears that Mr.Santosh Naik in his capacity as the Director of Yash Infrastructures Pvt. Ltd., had authorized Mr.Mangesh Gaikar to register the documents executed by him on behalf of Yash Infrastructure Pvt. Ltd., and not in his individual capacity. Further, the General Power of Attorney does not appear to be either notarized or registered. However, in view of the said Santosh Naik till the date hereof having not raised any claim either against the Property No.4 or Karm Infrastructure Pvt. Ltd, I have presumed that Mr.Santosh ratified the act by implied conduct)

- G. Thereafter, vide a Deed of Conveyance dated 20th April, 2015, bearing registration No. SHP/1903/2015, entered into between (i) Ashok Jayram Gadge and (ii) Akansha Ashok Gadge therein referred to as the Vendors and Nishikant Jaisingh Naiksatam therein referred to as the Purchaser, the Vendors therein sold onto the Purchaser therein inter alia, Property No.4



for the consideration and on the terms and conditions therein recorded.
Pursuant to such purchase vide Mutation Entry No. 382 dated 23rd April, 2015 the name of Nishikant Jaisingh Naiksatam was updated in the 7/12 extracts of Property No.4.

In respect of property being Property No. 5 described herein below:

PROPERTY NO. 5

Gut No.	Area		Boundaries
	Hectare	Ares	
107/B	0	95	On or towards the East:- As per Record of Rights On or towards the West:- As per Record of Rights On or towards the North:- As per Record of Rights and On or towards the South:- As per Record of Rights B

It appears that:-

A. In or around the year 1984, the Government of Maharashtra, executed a consolidation scheme in respect of Village Kasgaon under provisions of the Consolidation Act and in terms of the consolidation scheme, the agricultural piece and parcel of land bearing Survey Nos. 36/1 and 37/2A admeasuring 2 Hectares and 04 Ares was consolidated and allotted Gut No. 107/B and pursuant to such consolidation (a) Taibai Damu Vishe and (b) Savitri Valku Sapat for the sake of brevity hereinafter collectively referred to as **"The said Erstwhile Owners"** continued to be entitled to the piece of land bearing Gut No. 107/B earlier Survey Nos. 36/1 and 37/2A as the owners thereof. The effect



to the Consolidation scheme was given vide Mutation Entry No. 1 dated 25th June, 1985;

(The aforesaid details have been derived from Mutation Entry No. 1. I have been informed that no certificate has been issued by the concerned authority in favour of the said Erstwhile Owners pursuant to the consolidation scheme.)

B. On or about 29th November, 1999, Taibai Damu Vishe (one of the Erstwhile Owners) died intestate leaving behind her, her husband viz Damu Tukaram Vishe, (i) Ravi Damu Vishe, (son) (ii) Balaram Damu Vishe (son) (iii) Asha Kisan Padwal, (daughter) (iv) Kamal Pundalik Dalvi, (v) Manda Lokhande (daughter) and (vi) Usha Santosh Somane (daughter) as her only surviving heirs as per the provisions of personal law by which she was governed at the time of her demise. Pursuant thereto vide Mutation Entry No. 156 dated 27th December, 2015 the names of all the aforesaid heirs were updated in the 7/12 extracts as regards the share of Taibai Damu Vishe in Property No. 5;

C. By, under, on the terms and conditions and for the consideration more particularly recorded in the Sale Deed dated 07/09/2006 bearing Registration no. 1683/2006, (i) Anil Sugchand Tatliya and (ii) Jitendra Suhas Kher, purchased and inter alia acquired gut no. 107/B from (i) Damu Tukaram Vishe, (ii) Ravi Demu Vishe, (iii) Balaram Damu Vishe, (iv) Asha Damu Vishe, (v) Savitri Balku Sapert, (vi) Manda Lokhande, and (vii) Usha S. Sonare (simultaneously with the execution thereof, the said (i) Anil Sugchand Tatliya and (ii) Jitendra Suhas Kher. Pursuant to such purchase and acquisition and in terms of the application made, vide Mutation Entry No. 262 dated 8th September, 2006 the names of the



aforesaid (i) Anil Sugchand Tatliya and (ii) Jitendra Suhas Kher, were updated in the 7/12 extracts of Property No. 5 admeasuring 0 Hectares 95 Ares i.e. Property No.5 herein

D. Subsequently, vide Sale Deed dated 8th August, 2012 bearing registration no.5903/2012, entered into between (i) Anil Sugchand Tatliya and (ii) Jitendra Suhas Kher, Vendors therein and Mr. Ashok Jayram Gadge and Akansha Ashok Gadge, Purchasers therein, the Vendors therein sold unto the Purchasers therein Property No.5 on the terms and conditions and for the consideration more particularly recorded therein. Pursuant to such purchase and acquisition and in terms of the application made, vide Mutation Entry No. 335 dated 7th Novemeber, 2013 the names of the aforesaid (i) Mr. Ashok Jayram Gadge and (ii) Akansha Ashok Gadge, were updated in the 7/12 extracts of Property No.5;

E. Thereafter, vide a Deed of Conveyance dated 20th April, 2015, bearing registration No. SHP/1903/2015, entered into between (i) Ashok Jayram Gadge and (ii) Akansha Ashok Gadge as Vendors therein Nishikanth Jaisingh Naiksatam Purchaser therein, the Vendors therein sold onto the Purchaser therein inter alia, Property No.5 for the consideration and on the terms and conditions therein recorded. Pursuant to such purchase, vide Mutation Entry No. 382 dated 23rd April, 2015 the name of Nishikanth Jaisingh Naiksatam was updated in the 7/12 extracts of Property No.5 ;



12/11

In respect of property being Property No. 6 described herein below:

PROPERTY NO. 6

Gut No.	Area		Boundaries
	Hectare	Ares	
123	0	43	On or towards the East:- As per Record of Rights On or towards the West:- As per Record of Rights On or towards the North:- As per Record of Rights and On or towards the South:- As per Record of Rights B

It appears that :-

- A. In or around the year 1984, the Government of Maharashtra, executed a consolidation scheme in respect of Village Kasgaon under provisions of the Consolidation Act and in terms of the consolidation scheme, the agricultural piece and parcel of land bearing Survey No. 46 Hissa No. 2/3 admeasuring 43 Ares was consolidated and allotted Gut No. 123 and pursuant to such consolidation Madhukar Savlaram Gharat for the sake of brevity hereinafter collectively referred to as "**the said Madhukar**" continued to be entitled to the piece of land bearing Gut No. 123 earlier Survey No. 46, Hissa No. 2/3, admeasuring 43 Ares i.e. Property No. 6 as the owner thereof. The effect to the Consolidation scheme was given vide Mutation Entry No. 1 dated 28th June, 1985;

(The aforesaid details are derived from Mutation Entry No. 1. I have been informed that no certificate has been issued by the concerned authority in favour of the said Madhukar pursuant to the consolidation scheme.)



- B. GajannanDattatrayGharat created a charge on the Gut no. 123 for Rs. 67,000/- (Rupees Sixty Seven Thousand only) in favour of Maharashtra RajyaSahakari Agriculture and GraminVikas Bank ("Bank") Accordingly, the Bank's name was recorded in the other rights column as evidenced by mutation entry no. 62dated 16th December 1992.
- C. Pursuant to the repayment of the aforesaid loan to the Bank by GajananDattatrayGharat, and in terms of the application made, vide Mutation Entry No. 101 dated 5th May 2002 the 7/12 extract was updated and the charge of the Bank on Property No. 6 was deleted from the other rights column.
- D. MadhukarDattatrayGharat created a charge on Gut no.123 for Rs. 40,000/- (Rupees Forty Thousand only) in favour ofDhasaiAdivasiVikasSahakariSanstha. Accordingly, the of name ofDhasaiAdivasiVikasSahakariSanstha was recorded in the other rights column as evidenced by Mutation entry no. 233 dated 4thJune 2009.
- E. MadhukarDattatrayGharat created a charge on Property No. 6 for Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only) in favour of DhasaiAdivasiVikasSahakariSanstha. Accordingly, the name of DhasaiAdivasiVikasSahakariSansthaswas recorded in the other rights column as evidenced by Mutation entry no. 279 dated 24th January 2011.
- F. Pursuant to the repayment of the aforesaid loan to DhasaiAdivasiVikasSahakariSanstha byMadhukarDattatrayGharat, and in terms



20/11

of the application made, vide Mutation Entry No. 391 dated 21st June, 2015 the 7/12 extract was updated and the charge of DhasaiAdivasiVikasSahakariSanstha on Property No. 6 was deleted from the other rights column.

- G. By, under, on the terms and conditions and for the consideration more particularly recorded in the Sale Deed dated 30th August, 2012 registered on 6th September, 2012 bearing registration no. SHP/6622/2012, Ashok JayramGadge purchased and acquired Gut no. 123 from Madhukar alias HaribhauDattatrayGharat. Pursuant to such purchase and acquisition and in terms of the application made, vide Mutation Entry No.334 dated 7th November, 2011 the name of Ashok JayramGadgewas updated in the 7/12 extracts of Property No. 6
- H. Subsequently, vide a Deed of Conveyance dated 21st April, 2015, registered under Serial No. SHP/1940/2015, entered into between Ashok JayramGadge, as the Vendor therein and Gopal Palo Vekande, as the Purchaser therein, the Vendor therein sold unto the Purchaser therein, inter alia Property No. 6, for the consideration and on the terms and conditions therein recorded and simultaneously, with the execution thereof, the said Gopal Palo Vekhande, was put into quiet, vacant and peaceful possession of the entire Gut No. 123. Thereafter, vide Mutation Entry No. 388 dated 23rd April, 2015, the name of Gopal Palo Vekhande, was updated in the 7/12 extracts of Property No. 6 ;



In respect of property being Property No. 7 described herein below:

PROPERTY NO. 7

Gut No.	Area		Boundaries
	Hectare	Ares	
124	0	36	On or towards the East:- As per Record of Rights On or towards the West:- As per Record of Rights On or towards the North:- As per Record of Rights and On or towards the South:- As per Record of Rights B

Gut No. 124 admeasuring 0 Hectare and 36 Ares

- A. In or around the year 1984, the Government of Maharashtra, executed a consolidation scheme in respect of Village Kasgaon under provisions of the Consolidation Act and in terms of the consolidation scheme, the agricultural piece and parcel of land bearing Survey No. 46 Hissa 2/9 admeasuring 36 Ares was consolidated and allotted Gut No. 124 and pursuant to such consolidation Chima Krushna Gharat, hereinafter referred to as **"the said Chima"** continued to be entitled to the piece of land bearing Survey No. 46 Hissa 2/9, Gut No. 124 i.e. Property No. 7 as the owner thereof. The effect to the Consolidation scheme was given vide Mutation Entry No. 1 dated 25th June, 1985;



(The aforesaid details are derived from Mutation Entry No. 1. I have been informed that no certificate has been issued by the concerned authority in favour of the Erstwhile Owners pursuant to the consolidation scheme.)

- B. On or about 26th May, 1991 the said Chima died intestate leaving behind him, (1) Bhimabai Chima Gharat, (son) (2) Kisan Chima Gharat, (son) (3) Jayabai Bhau Saple (daughter) and (4) Baby Hiranman Bhoir (daughter), as his only surviving heirs as per the provisions of the personal law by which the said Chima was governed at the time of his demise. Accordingly, vide Mutation Entry No. 50 dated 21st September, 1991 the names of the Heirs of the said Chima were updated in the revenue records, however, the Mutation Entry recorded that in view of heirs at serial nos. (3) and (4) being married their names were recorded in the other rights column.
- C. By, under, on the terms and conditions and for the consideration more particularly recorded in the Sale Deed dated 29th May, 2006 (i) Anil Suganchand Tatiya and (ii) Jitendra Suhas Kher (Purchasers therein) purchased and acquired the Gut no. 124 from (i) Mr. Bhimabai Chima Gharat, (ii) Mr. Kisan Chima Gharat, (iii) Jayabai Bhau Saple and (iv) Baby Hireman Bhoir Vendors therein. Pursuant to such purchase and acquisition and in terms of the application made, vide Mutation Entry No. 159 dated 22nd August, 2006 the names of (i) Anil Suganchand Tatiya and (ii) Jitendra Suhas Kher were updated in the 7/12 extracts of Property No. 7.
- D. Thereafter vide a Sale Deed dated 8th August 2012, registered under 5903/2012 entered into between (i) Anil Suganchand Tatiya and (ii) Jitendra Suhas Kher., as



the Vendors therein and (i) Ashok JayramGadge and (ii) Akansha Ashok Gadgeas the Purchasers therein, the Vendors therein sold unto the Purchasers therein inter aliaProperty No. 7, for the consideration and on the terms and conditions therein recorded and simultaneously, with the execution thereof, the said (i) Ashok JayramGadge and (ii) Akansha Ashok Gadge, were put into quiet, vacant and peaceful possession of the entire Property No.7. Thereafter, in terms of the application made, vide Mutation Entry No. 335 dated 7th November 2012 the names of (i) Ashok JayramGadge and (ii) Akansha Ashok Gadge were updated in the 7/12 extracts of Property No.7;

- E. Subsequently, vide a Deed of Conveyance dated 21st April, 2015, registered under Serial No. SHP/1940/2015, entered into between Ashok JayramGadge, as the Vendor therein and Gopal Palo Vekande, as the Purchaser therein, the Vendor therein sold unto the Purchaser therein, inter alia Property No.7, for the consideration and on the terms and conditions therein recorded and simultaneously, with the execution thereof, the said Gopal Palo Vekhande, was put into quiet, vacant and peaceful possession of the entire Property No.7. Thereafter, in terms of the application made, vide Mutation Entry No. 388 dated 23rd April, 2015, the name of Gopal Palo Vekhande, was updated in the 7/12 extracts of Property No.7;

In respect of property being Property No. 8 described herein below :



MPP

PROPERTY NO. 8

Gut No.	Area		Boundaries
	Hectare	Ares	
125	0	80	On or towards the East:- As per Record of Rights On or towards the West:- As per Record of Rights On or towards the North:- As per Record of Rights and On or towards the South:- As per Record of Rights B

a) In or around the year 1984, the Government of Maharashtra, executed a consolidation scheme in respect of Village Kasgaon under provisions of the Consolidation Act and in terms of the consolidation scheme, the agricultural pieces and parcels of land bearing Survey Nos. 46 H. No. 2/7 and 46, Hissa No. 2/8 admeasuring in the aggregate 0 Hectare 80 Ares were consolidated and allotted Gut No. 125 and pursuant to such consolidation Madhukar Savla Gharat, hereinafter referred to as **"The said Madhukar"** continued to be entitled to the piece of land bearing Gut No. 125 earlier Survey Nos. 46 H. No. 2/7 and 46, Hissa No. 2/8, i.e. Property No. 8 as the owner thereof. The effect to the Consolidation scheme was given vide Mutation Entry No. 1 dated 25th June, 1985;

(The aforesaid details are derived from Mutation Entry No. 1. I have been informed that no certificate has been issued by the concerned authority in favour of the said Madhukar pursuant to the consolidation scheme.)

b) Thereafter, by and under a Deed of Conveyance dated 21st April, 2011, registered under Serial No. SHP/2104/2011, entered into between the



Handwritten signature

Erstwhile Owner, therein referred to as "the Vendor" and Ashok JayramGadge and UttamMadhukarGharat, therein collectively referred to as "the Purchasers", Property No. 8, was sold, at or for the consideration and on the terms and conditions therein recorded, however, subject to the condition that Ashok JayramGadge would be the owner of an area admeasuring 0 Hectare 70 Ares out of Property No. 8 and the remaining 10 Ares out of Property No. 8 would belong to UttamMadhukarGharat and simultaneously, with the execution thereof, the said Ashok JayramGadge and UttamMadhukarGharat were put into possession of their respective share in Property No. 8. Pursuant to such purchase and acquisition and in terms of the application made, vide Mutation Entry No. 341 dated 22nd March, 2013, the names of the aforesaid Ashok Jayram Gadge and Uttam Madhukar Gharat, were updated in the 7/12 extracts of Property No. 8;

- c) Subsequently, vide a Deed of Conveyance dated 21st April, 2015, registered under Serial No. SHP/1938/2015, entered into between Ashok Jayram Gadge and Uttam Madhukar Gharat, collectively as the Vendors and Gopal Palo Vekhande, as the Purchaser, the Vendors therein sold unto the Purchaser therein, their respective share in Property No. 8 admeasuring in the aggregate 0 Hectares 80 Ares, for the consideration and on the terms and conditions therein recorded and simultaneously, with the execution thereof, the said Gopal Palo Vekhande, was put into quiet, vacant and peaceful possession of the entire Property No. 8. Thereafter, in terms of the application made, vide Mutation Entry No. 387 dated 23rd April, 2015, the name of Gopal Palo Vekhande, was updated in the 7/12 extracts of Property No. 8;



144

In respect of property being Property No. 4 described herein below

PROPERTY NO. 9

Gut No.	Area		Boundaries
	Hectare	Ares	
126	1	34	On or towards the East:- As per Record of Rights On or towards the West:- As per Record of Rights On or towards the North:- As per Record of Rights and On or towards the South:- As per Record of Rights B

It appears that :-

- a) In or around the year 1984, the Government of Maharashtra, executed a consolidation scheme in respect of Village Kasgaon under provisions of the Consolidation Act and in terms of the consolidation scheme, the agricultural piece and parcel of land bearing Survey No. 46 H. No. 2/10 admeasuring 1 Hectare 34 Ares was consolidated and allotted Gut No. 126 and pursuant to such consolidation Lakhu Narayan Gharat, hereinafter referred to as "**the said Lakhu**" continued to be entitled to the piece of land bearing Gut No. 126 earlier Survey No. 46 H. No. 2/10, i.e. Property no. 9 as the owner thereof. The effect to the Consolidation scheme was given vide Mutation Entry No. 1 dated 25th June, 1985;



(The aforesaid details are derived from Mutation Entry No. 1. I have been informed that no certificate has been issued by the concerned authority in favour of the said Lakhu pursuant to the consolidation scheme.)

- b) Vide Mutation Entry No. 22 dated 5th May, 1989, in terms of the Government Order dated 31st December, 1988, the charge created on Property No.9 was waived off by the Government and such deletion of charge was reflected in the other rights column of the 7/12 extracts.
- c) On or about 13th June, 1990, the said Lakhu died intestate leaving behind him, (1) SakhwarLakhuGharat (wife), (2) ChimabaiLakhuGharat (wife), (3) Vishnu LakhuGharat (son), (4) RamchandraLakhuGharat(son), (5) Anna LakhuGharat (son), (6) SakhubaiMukundSaple (daughter) and (7) BabybaiKaluramHarad(daughter), as his only surviving heirs (hereinafter collectively referred to as "**the Heirs of said Lakhu**") as per the provisions of the personal law by which the said Lakhu was governed at the time of his demise. Accordingly, vide Mutation Entry No. 53 dated 21stOctober, 1991; the names of the wives and sons of the said Lakhu were updated in the revenue records in the Kabjedar column and that of the daughters in the other rights column in view of they being married and staying outside.
- d) In the interim, Vishnu LakhuGharat created a charge on Property No.9 forRs. 30,000/- (Rupees Thirty Thousand only) in favour of DhasaiAdivasiVikasSahakariSanstha. Accordingly, the name of DhasaiAdivasiVikasSahakariSanstha was recorded in the other rights column as evidenced by mutation entry no. 206 dated 20th November, 2008.



- e) Thereafter, RamchandraLakhuGharat created a charge on Property No.9 forRs. 40,000/- (Rupees Forty Thousand only) in favour of DhasaiAdivasiVikasSahakariSanstha. Accordingly, the name of DhasaiAdivasiVikasSahakariSanstha was recorded in the other rights column as evidenced by mutation entry no. 218 dated 20th November, 2008.
- f) Pursuant to the repayment of the aforesaid loan to DhasaiAdivasiVikasSahakariSanstha by Vishnu LakhuGharat and RamchandraLakhuGharat, and in terms of the application made, vide Mutation Entry No. 391 passed on 21st June, 2015 the 7/12 extract was updated and the charge of DhasaiAdivasiVikasSahakariSanstha on Property No.9 was deleted from the other rights column.
- g) On or about 15th October, 2002, ChimbaiLakhuGharat, one of the Heirs of the Erstwhile Owner died intestate leaving behind her (1) SakhwarLakhuGharat, (2) Vishnu LakhuGharat, (3) RamchandraLakhuGharat, (4) Anna LakhuGharat, (5) SakhubaiMukundSaple and (6) BabybaiKaluramHarad, as his only heirs and legal representatives, as per the provisions of the personal law by which the she was governed at the time of her demise.
- h) Thereafter, by and under a Deed of Conveyance dated 27th July, 2011, registered under Serial No. SHP/3869/2011, entered into between the (1) SakhwarLakhuGharat, (2) Vishnu LakhuGharat, (3) RamchandraLakhuGharat, (4) Anna LakhuGharat, (5) SakhubaiMukundSaple and (6) BabybaiKaluramHarad, therein collectively



MHP

referred to as "the Vendors" and Ashok JayramGadge, therein referred to as "the Purchaser", Property No.9 , was sold, at or for the consideration and on the terms and conditions therein recordedand simultaneously, with the execution thereof, the said Ashok JayramGadgewas put into possession of the entire Property No.9 . Pursuant to such purchase , vide Mutation Entry No. 301 dated12th September, 2011, the name of the aforesaid Ashok JayramGadgewas updated in the 7/12 extracts of Property No.9 ;

- i) Subsequently, vide a Deed of Conveyance dated 21st April, 2015, registered under Serial No. SHP/1940/2015, entered into between Ashok JayramGadge, as the Vendor and Gopal Palo Vekande, as the Purchaser, the Vendor therein sold unto the Purchaser therein, inter aliaProperty No.9, for the consideration and on the terms and conditions therein recorded and simultaneously, with the execution thereof, the said Gopal Palo Vekhande, was put into quiet, vacant and peaceful possession of the entire Property No.9. Thereafter, vide Mutation Entry No. 388 dated 23rd April, 2015, the name of Gopal Palo Vekhande, was updated in the 7/12 extracts of Property No.9 ;

3. GRANT OF DEVELOPMENT RIGHTS:-

- (1) Vide Development Agreement dated 19th December, 2015 bearing registration No. SHP/321/2016, entered into between Appasaheb Ashok Anuje (as the Owner) and M/s. Karm Infrastructure Pvt. Ltd. (as the Developer), irrevocable development rights in respect of the said Property No. 1, have been granted in favour of Karm Infrastructure Pvt. Ltd., for the consideration and on the terms and conditions therein recorded.



Simultaneously with the execution of the Development Agreement, a Power of Attorney of even date bearing registration No. SHP/322/2016 was executed by Appasaheb Ashok Anuje in favour of Karm Infrastructure Pvt. Ltd., represented through its Director Satish G. Pillangwad, thereby authorising to do all such acts, deeds and things as may be required to be done regards development of the said Property No. 1.

(2) Vide Development Agreement dated 19th December, 2015 bearing registration No. SHP/6172/2015, entered into between NayanVitthalFarde (**as the Owner**) and M/s. Karm Infrastructure Pvt. Ltd. (**as the Developer**), irrevocable development rights in respect of the said Property No. 2, have been granted in favour of Karm Infrastructure Pvt. Ltd., for the consideration and on the terms and conditions therein recorded. Simultaneously with the execution of the Development Agreement, a Power of Attorney of even date bearing registration No. SHP/6173/2015 was executed by NayanVitthalFarde in favour of Karm Infrastructure Pvt. Ltd., represented through its Director Satish G. Pillangwad, thereby authorising to do all such acts, deeds and things as may be required to be done regards development of the said Property No. 2.

(3) Vide Development Agreement dated 19th December, 2015 bearing registration No. SHP/6174/2015, entered into between NishikantJaisinghNaiksatom (**as the Owner**) and M/s. Karm Infrastructure Pvt. Ltd. (**as the Developer**), irrevocable development rights in respect of the said Property No. 3, Property No.4 and Property No. 5 have been granted in favour of Karm Infrastructure Pvt. Ltd., for the



consideration and on the terms and conditions therein recorded. Simultaneously with the execution of the Development Agreement, a Power of Attorney of even date bearing registration No. SHP/6175/2015 was executed by NishikantJaisinghNaiksatam in favour of Karm Infrastructure Pvt. Ltd., represented through its Director Satish G. Pillangwad, thereby authorising to do all such acts, deeds and things as may be required to be done regards development of the said Property No. 3, Property No. 4 and Property No. 5

(4) Vide Development Agreement dated 22nd December, 2015 bearing registration No. SHP/6170/2015, entered into between Gopal Palo Vekhande(as the Owner) and M/s. Karm Infrastructure Pvt. Ltd. (as the **Developer**), irrevocable development rights in respect of the said Property No. 6, Property No. 7, Property No. 8 and Property No. 9 have been granted in favour of Karm Infrastructure Pvt. Ltd., for the consideration and on the terms and conditions therein recorded. Simultaneously with the execution of the Development Agreement, a Power of Attorney of even date bearing registration No. SHP/ 6171/2015 was executed by Gopal Palo Vekhande in favour of Karm Infrastructure Pvt. Ltd., represented through its Director Satish G. Pillangwad, thereby authorising to do all such acts, deeds and things as may be required to be done regards development of the said Property No. 6, Property No. 7, Property No. 8 and Property No. 9.

(Property No. 1, Property No. 2, Property No. 3, Property No. 4, Property No.5, Property No.6, Property No.7, Property No. 8 and Property No. 9 for the



meff

sake of convenience are hereinafter collectively referred to as “the said Properties”)

4. PERMISSIONS AND SANCTIONS FOR DEVELOPMENT

- (i) Pursuant to application made seeking No Objection Certificate of the Forest Department, vide letter, no. B-28/Tree-Cell-7/2015-10-Sahapur 42160-1 dated 7th April, 2015 addressed by the **Deputy Forest Conservator, Sahapur Forest Division, Sahapur** to Mr. Ashok Jayram Gadge, it was recorded that Gut No. 103/A of village Kasgaon admeasuring 8 Hectare 12 Ares, comprised of S.No. 37/7 was not acquired. It was also recorded that as the Revenue records were not available in that office if in the future it was observed that land was acquired then this letter would be deemed cancelled.

- (ii) **Non Agricultural Permission dated 9th June, 2016.**

Vide letter dated 9th June, 2016 issued by the Office of the Collector, Thane, permission to change the user of the said Properties from agricultural to non-agriculture for developing it as residential and commercial use has been granted, subject to the terms and conditions therein recorded.

- (iii) Vide letter No. SEAC-2015/CR/210/7-C-Y dated 18th July, 2016 of **State Level Environment Impact Assessment Authority** to Karm Infrastructure Pvt. Ltd., environment clearance to the proposed



Handwritten signature/initials

construction on the said Properties, was granted subject to the terms and conditions therein recorded.

(iv) **Maharashtra Pollution Control Board**, vide its Consent Order No. Formal/1.0/BO/RQ-H/VAN-0000006968/CE/CC/0332 dated 17th November, 2016 has granted its consent to the proposed construction on the said Properties subject to the terms and conditions therein recorded.

(v) **Town Planning and Assessment Department, Thane Branch**, vide its letter dated 25.11.2016 addressed to the Sarpanch/Gramsevak of Group Grampanchayat, Shelvali (Kasgaon) recommended to issue Commencement Certificate for the project proposed on the said Properties, subject to terms and conditions therein recorded.

(vi) **Commencement Certificate issued by Group Grampanchayat, Shelvali (Kasgaon)**

Group Grampanchayat Shelvali (Kasgaon) has on 23rd December, 2016 permitted construction of the project proposed on the said Properties and issued the Commencement Certificate for the same.

(vii) M/s. Karm Infrastructure Pvt. Ltd alongwith abovesaid Owners of the land has executed Deed of Mortgage dated 29/04/2017 with Dewan Housing Finance Corporation Ltd for PROJECT FINANCE of Karm Panchtatva, Phase-2 Project and have mortgage land bearing Gut no.103/A/1, 103/A/2,103/A/4,105,107/B,123,124,125 and 126, admeasuring



Wg

total 10-34-0(H-R-P) including Sold & unsold Flats/Units to be constructed on the abovesaid Project. The said Deed of Mortgage was duly registered at the Sub Registrar office Shahapur bearing registration no. Serial No. 3888/2017 dated 29/04/2017.

5. QUALIFICATION:-

(i) **Search in the office of the Sub-registrar of Assurances at Kalyan, Murbad and Shahapur:-**

I had appointed Mr Manoj Kunde, to conduct search in the offices of Sub-Registrar of Assurances at Kalyan, Murbad and Shahapur from 1987 to 2016. Advocate Pankaj Gawande & Associates, has observed in his search reports as follows:-

No adverse remark has been found in the records maintained at the office of Sub-registrar Kalyan, from the years 1987 to 1991.

(i) No adverse remark has been found in the records maintained at the office of Sub-registrar Murbad, from the years 1991 to 2005 and that the records for the year 1994 are torn.

(ii) No adverse remark has been found in the records maintained at the office of Sub-registrar Shahapur, from the years 2002 to 2016 save and except that the records for the year 2007 are torn and thus not legible. However, in



Handwritten signature

the records maintained at the office of Sub-registrar Shahapur, from the years 2002 to 2016(save and except for the year 2007), the documents mentioned hereinabove are reflected.

(ii) Prior to the issuance hereof, no public notice has been issued by me.

(III) For issuing this Report I have relied upon the following assumptions and limitations:

- (i) Copies provided to are accurate copies of originals as we have not inspected the original title deeds.
- (ii) That all title documents/deeds/agreement have been adequately stamped and registered.
- (iii) I have not carried out any independent search of any proceeding/s, claims or litigations in relation to the said Land.
- (iv) I express no view about the zoning/user/reservations/FSI/or developability of the said Properties;



MUR

KP2

In view of what is stated aforesaid and subject to whatever is stated herein, I am of the opinion that Karm Infrastructure Pvt. Ltd., are well and sufficiently entitled to develop each of the said Properties, subject to 1) Mortgage created in favour of Dewan Housing Finance Corporation Ltd as mentioned hereinabove and 2) compliance of the permissions and sanctions presently granted in its favour by the competent authorities.

ADV. MEHUL PAGARE

C-709, Sea Queen Paradise,
Plot No. 261 & 262, Sector 10,
Kharghar, Navi Mumbai- 410 210

wpf