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Mumbai – 410 210.

Date:- 1st November, 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 Naiksatam	J.	Khalsa
5	107	B	0	95	9500	Nishikant Naiksatam	J.	Khalsa
6	123	---	0	43	4300	Gopal Vekhande	Palo	
7	124	---	0	36	3600	Gopal Vekhande	Palo	
8	125	---	0	80	8000	Gopal Vekhande	Palo	
9	126	---	1	34	13400	Gopal Vekhande	Palo	
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:

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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
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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 No. 37/1, 39/1/6 and 36/2C were consolidated and allotted Gut No. 103 admeasuring in the aggregate 10 Hectare 86 Ares (which comprised of Gut No. 103/A admeasuring 9 Hectare 12 Ares, Gut No. 103/B admeasuring 1 Hectare and Gut No. 103/C admeasuring 0 Hectare 74 Ares) and pursuant to such consolidation Shivram Dunda Gharat, referred to as "**the said Shivram**" continued to be entitled inter alia to the piece of land bearing Gut No. 103/A, earlier Survey No. 37/1 admeasuring 9 Hectares 12 Ares 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 Shivram 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. Hasabai 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 Hasabai**"), 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

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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 Purchaser therein an area admeasuring 8 Hectare 12 Ares out of 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 admeasuring 8 Hectare 12 Ares out of Gut No. 103/A



- 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. (i),(j) and (k) 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 Naiksatam(**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.



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B. 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) Shravani 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.)

C. In view of the entire loan amount being repaid to The Maharashtra State Agriculture and Rural Development Bank Ltd., by Tukaram Jiva Gharat&Vithal Ramchandra Gharat, the Bank's charge on Property No.4 herein was deleted in terms of Mutation entry No. 110 dated 16th August 2002.

D. 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 Bangar,(husband) as her only heirs and legal representatives as per the provisions of personal law by which she



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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 ;

- E. 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 Vitthal Ramchandra Gharat in Property No.4;
- F. 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) Shravani BaluJagre (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



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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.

G. 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 unto 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



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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)

H. 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
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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.)



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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 Sapat, (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. bearing Gut no. 107/B 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 ;

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



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		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
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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 HissaNo. 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 referred to as "**the said Madhukar**" continued to be entitled to the piece of land bearing Gut No. 123 earlier Survey No. 46, HissaNo. 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. Gajannan Dattatray Gharat created a charge on the Gut no. 123 for Rs. 67,000/- (Rupees Sixty Seven Thousand only) in favour of Maharashtra Rajya Sahakari Agriculture and GraminVikas Bank ("**Bank**") Accordingly, the



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