

ASHVIN D. RATHOD

B.Com, LL.B,

Advocate High Court. Opposite Uday Nagar

M: 9323037814

Address: A-1/805,

Dandekar Dattachaya Co-op. Hsg. Ltd

Panchpakhadi, Thane (West) 400602.

By Hand/RPAD/Courier

Ref no.

Date: 07/03/2022

TO,

MAHARERA

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect lands bearing

- (i) A) New Survey No.74, Hissa No.1/1A , admeasuring 285 sq. mtrs. ; B) New Survey No.74, Hissa No.1/2B, admeasuring 60 sq. mtrs. and C) New Survey No.74, Hissa No.1/3B, admeasuring 2200 sq. mtrs., aggregating to 2545 sq.mtrs. (Hereinafter collectively referred to as "**the said first property**"),
- (ii) New Survey No.74, Hissa No.3/2 admeasuring 4640 sq.mtrs. (Hereinafter referred to as "**the said second property**");
- (iii) New Survey No. 74 Hissa No.5 admeasuring 2200 sq. mtrs., (Hereinafter referred to as "**the said third Property**")
- (iv) New Survey No.97, New Survey No.74, Hissa No.2/B admeasuring 1,110 sq. mtrs., (hereinafter referred to as "**the said fourth property**"),
- (v) New Survey No.74, Hissa No.2/A/2 admeasuring 635 sq.mtrs. (Hereinafter collectively referred to as "**the said fifth property**"),
- (vi) New Survey No.74, Hissa No.4 admeasuring 730 sq. mtrs., (hereinafter referred to as "**the said sixth property**"),
- (vii) All that portion admeasuring 2156.79 sq.mtrs. out of land bearing New Survey No.77, Hissa No.1 admeasuring 15,130 sq. mtrs., (Hereinafter referred to as "**the said seventh property**")
- (viii) New Survey No.69, Hissa No.5/1 admeasuring 10915 sq. mtrs., (Hereinafter referred to as "**the said eighth property**"),
- (ix) New Survey No.69, Hissa No.1/1 admeasuring 740 sq. mtrs., (Hereinafter referred to as "**the said ninth property**"),
- (x) New Survey No.69, Hissa No.3A/2 admeasuring 1830 sq.mtrs. (Hereinafter referred to as "**the said tenth property**").

- (xi) New Survey No.69 Hissa No.4 admeasuring 980 sq.mtrs., and New Survey No.69 Hissa No.6 admeasuring 100 sq.mtrs., (Hereinafter referred to as **"the said eleventh property"**),
- (xii) All that portion admeasuring 1447.26 sq.mtrs. ^{and 31} New Survey No.78 Hissa No.1A admeasuring 4500 sq.mtrs., and New Survey No.78 Hissa No.1B admeasuring 6170 sq.mtrs., (Hereinafter referred to as **"the said twelfth property"**),
- (xiii) New Survey No.78 Hissa No.3/A/2 admeasuring 130 sq.mtrs., (hereinafter referred to as **"the said Thirteenth property"**),
- (xiv) New Survey No.77 Hissa No.2 admeasuring 710 sq.mtrs. and New Survey No.77 Hissa No.3 admeasuring 450 sq.mtrs., (Hereinafter referred to as **"the said Fourteenth property"**),
- (xv) All that portion admeasuring 1480 sq.mtrs. out of land bearing New Survey No.78 Hissa No.4/B admeasuring 1490 sq.mtrs., (Hereinafter referred to as **"the said Fifteenth property"**),
- (xvi) New Survey No.78 Hissa No.3/B/2 admeasuring 1020 sq.mtrs., (Hereinafter referred to as **"the said Sixteenth property"**),
- (xvii) All that portion admeasuring 1210 sq.mtrs. out of land bearing New Survey No.75 Hissa No.2A & 2C admeasuring 1230 sq.mtrs., and portion admeasuring 5066.20 sq. mtrs. out of land bearing New Survey No.72/4A, 4C & 4E(Part) (Hereinafter collectively referred to as **"the said Seventeenth property"**),
- (xviii) New Survey No.75 Hissa No.1/B admeasuring 1410 sq.mtrs., (Hereinafter referred to as **"the said Eighteenth property"**),
- (xix) New Survey No.98 area admeasuring 1100 sq.mtrs. (Hereinafter referred to as **"the said Nineteenth Property"**)

The said **First to Nineteenth Property** are hereinafter collectively referred to as **"the said property"** and all lands are situated at village Owale, Taluka & District Thane.

I have investigated the title of (A) M/s. Vihang Infrastructure Pvt. Ltd. In respect of the said First Property, the Second Property, the said Fifth Property, the said Sixth Property, the said Seventh Property, the said Eighth Property, the said Ninth Property, the said Tenth Property to the extent of 1650 sq.mtrs., the said Eleventh Property, the said Thirteenth Property, the said Fourteenth Property, the said Fifteenth Property to the extent of 1480 sq.mtrs., the said Sixteenth Property, the said Seventeenth Property, the said Eighteenth Property (B) Smt. Sonibai Damodar Bhoir & others in respect of the said Third Property, (C) Smt. Leelabai Arjun Gavli to the said Fourth Property, (D) Shri Hasmukh Satra in respect of portion admeasuring 289.49 sq.mtrs. out of the said Tenth Property, (E) Shri Deepak Vallabhji Dedhia to the said Twelfth Property, (F) Shri Navnath Ture & others in respect of the portion admeasuring 10 sq.mtrs. out of the

said Fifteenth Property & (G) Smt. Anusaya Panduran Bhoir & others to the said Nineteenth Property.

M/s. VIHANG INFRASTRUCTURE PVT. LTD. (Promoters) has submitted following documents and information in respect of the said First to Seventh property:-

- 1) Description of the property – is disclosed in **Annexure “A”**
- 2) The documents of allotment of plot - is disclosed in **Annexure “A-1”**
- 3) The 7/12 extract dated 27/10/2021 in respect of the said first to said nineteenth property issued by Talathi, Saja Owale, Thane and the mutation entries in respect thereof are perused by me and list whereof is annexed hereto and marked as **Annexure “B”**;
- 4) I have caused searches to be taken at the office of the Sub Registrar of Assurances at Thane for the period of 30 years from 1983-2012 issued by Mr. Virendra Tak dated: 07/04/2012 and reports for period 2012-2019 issued by Mr. Virendra Tak dated: 12/07/2019 in respect of the said first to eighteenth property and search report for a period of 30 years from 1983-2012 issued by Mr. Virendra Tak dated: 07/04/2012 in respect of the said nineteenth property.
- 5) Details of permissions and sanctions obtained by Vihang Infrastructure Pvt. Ltd. are annexed at **“Annexure C-1 to C-15”**;
- 6) Details of Litigation is disclosed in **Annexure “D”**;

On perusal of the above mentioned documents and all other relevant documents relating to title of the said property I am of the opinion that (a) subject to the outcome of the litigation more particularly described in Annexure “D” and (b) subject to what is stated in the Title Flow annexed as Annexure A-1 the title of the said owners to their respective properties is clear, marketable.

Dated this 07th day of March, 2022

Yours Faithfully,



**[Ashvin D. Rathod]
Advocate High Court**

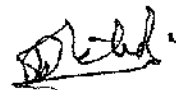
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Dandekar Colony, Opp. Uday Nagar,
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ANNEXURE	PARTICULARS
A	DESCRIPTION OF PROPERTY
A-1	TITLE FLOW
B	7/12 EXTRACT OF THE PROPERTIES
C-1	Sanction under V.P. No.2008/37/TMC/TDD/14 dated 06/04/2009
C-2	Revised Sanction V.P. No.2008/37/TMC/TDD/187 dated 29/06/2009
C-3	N. A. Order bearing No. REVENUE/K-1/Te-1/NAP/SR-40/09 dated 03/07/2009
C-4	Commencement Certificate No. V.P. No. 2008/37/TMC/TDD/316 dated 20/08/2009
C-5	Revised sanction V.P. No.S06/0030/09 TMC/TDD/0121/09 dated 16/10/2009
C-6	N. A. Order bearing No. REVENUE/K-1/Te-1/NAP/SR-95/09 dated 09/12/2009
C-7	Commencement Certificate bearing V.P. No.2008/37/TMC/TDD/673 dated 21/01/2010
C-8	N. A. Order bearing No. REVENUE/K-1/Te-1/NAP/SR-124/09 dated 05/02/2010
C-9	Commencement Certificate No. V.P. No. S06/0030/09 TMC/TDD/0216/10 dated 23/03/2010
C-10	Occupation Certificate bearing No. V.P. No.2008/37 TMC/TDD/ 162 dated 12/09/2011 (Phase I)
C-11	Amended Commencement Certificate bearing V.P. No.2008/37/TMC/TDD/170 dated 31/10/2013
C-12	Occupation Certificate bearing VP No.S06/2008/37/TMC/TDD/131 dated 20/10/2015 (Phase II)
C-13	Sanad granted by Hon'ble Collector, Thane vide its order bearing No.Rev./K-1/TE-1/Owale-Thane/Sanad/SR-27/2018 dated 31/05/2019

C-14	V.P. No.S06/0315/18(2008/37) TMC/TDD/3038/19 dated 01/04/2019 in respect of Building No.7 Type D-1 comprising of Ground (Part) + Stilt (Part) + Part Podium + 1st to 17th upper floors + 18th floor Part, building No.8, Type H-1 to H-4 comprising of Ground (Part) + Stilt (Part) + Part Podium + 1st to 20 upper floors and fitness centre comprising of Ground + 2 upper floor
C-15	Occupation Certificate VP No.S06/0315/18 (2008/37) / TMC / TDD /OCC/1006/22 dated 11/02/2022 (Buildings Type H-1 to H-4 comprising Ground (Part) + Stilt (Part) + Part Podium + 1 st to 19 upper floors)
C-16	Amendment Sanction / CC – V.P.No.S06/0315/18 (2008/37) TMC/TDD/3962/22 dated 11/02/2022 for building Type D1 Ground (Part) + Stilt (Part) + 1 st Podium Part + 1st to 21st upper floors, building Type D2 comprising of 2 Level Basement + Ground (Part) + Stilt (Part) + 2 Level Podium Part + 1 st to 9 th floor and building Type D3 comprising of 2 Level Basement + Ground (Part) + Stilt (Part) + 2 Level Podium (Part)
D	Details of Litigation



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ANNEXURE "A"

OLD SURV EY NO	NEW SURV EY NO	HISSA NO	AREA IN SQ.MTR S.	NAME OF OWNERS	Mutation Entry
97	74	1/1A 1/1B	285 425	Vihang Infrastructure Pvt. Ltd. TMC	139, 496, 546, 591, 754, 758, 1770, 1775, 2200, 2421, 2814, 2838, 2850, 4012, 4023, 4436, 3082, 464, 4531, 4570
97	74	1/2A 1/2B	650 60	TMC Vihang Infrastructure Pvt. Ltd.	132, 546, 591, 758, 2200, 2421, 2741, 2802, 2803, 2814, 2838, 2850, 3082, 4012, 4023, 4436, 4359
97	74	1/3A 1/3B	30 2200	TMC Vihang Infrastructure Pvt. Ltd.	132, 436, 546, 548, 591, 758, 2200, 2421, 2742, 2801, 2814, 2850, 4012, 4023, 4436, 3082, 2370, 3082, 4439
97	74	3/1 3/2	270 4640	TMC Vihang Infrastructure Pvt. Ltd.	70, 467, 591, 817, 827, 1210, 1286, 1431, 1873, 2423, 2554, 2565, 2569, 2625, 2815, 2865, 4012, 4023, 4039, 4436, 4359
97	74	5	2200	Sonibai Damodar Bhoir (Vimal Haribhau Pathare)	529, 1326, 2170, 2214, 2370, 2434, 2583, 4012, 4167, 4413, 4436
97	74	2B	1110	Lilabai Arjun Gavli	546, 1326, 1956, 2239, 2921, 4124, 4436, 2917
97	74	2A/1 2A/2	475 635	TMC Vihang Infrastructure Pvt. Ltd.	161, 546, 1372, 2240, 2242, 2470, 2848, 2863, 4012, 4023, 4436, 3099, 4359
97	74	4	730	Vihang Infrastructure Pvt. Ltd.	591, 758, 1326, 2200, 2421, 2743, 2803, 2814, 2838, 2850, 4000, 4436, 464
82	77	1/1 1/2 1/3 1/4	7273.59 1931.41 4300 1600 25	Vihang Infrastructure Pvt. Ltd. Akshit Suraj Parmar & others TMC Vihang Infrastructure Pvt. Ltd. TMC	591, 679, 1057, 1508, 2209, 2448, 2460, 2736, 2851, 4002, 4023, 4436, 4479, 4683, 4697, 4622
96	69	5/1 5/2	10915 15	Vihang Infrastructure Pvt. Ltd. TMC	70, 591, 817, 827, 1286, 1326, 1431, 1873, 2423, 2473, 2653, 2721, 2730, 2732, 2738, 2739, 2918, 4023, 4436, 4479, 4592, 4001
96	69	1/1 1/2	740 10	Vihang Infrastructure Pvt. Ltd. TMC	546, 587, 591, 1264, 1326, 2389, 2566, 2569, 4023, 4151, 4226, 4569, 4570, 464, 4497, 311
96	69	3A/1 3A/2	70 1650.59 289.41	TMC Vihang Infrastructure Pvt. Ltd. Hasmukh Satra	159, 464, 546, 591, 781, 1772, 1872, 2606, 2849, 3013, 4041, 4288, 4436, 4580, 543
96	69	4 6	980 100	Vihang Infrastructure Pvt. Ltd.	591, 1001, 1326, 2389, 2566, 4147, 4226, 4566, 4579, 4605, 464, 4497, 2389, 2566, 4147, 4226, 4566, 4579, 4605, 464, 4497

79	78	1A 1B 1C 1D 1E	2940 4950 1280 1260 240	Deepak V. Dedhia TMC Deepak V. Dedhia TMC Deepak V. Dedhia	334, 378, 591, 666, 795, 1104, 1485, 1717, 1858, 2604, 2676, 427, 2921, 4152, 4359, 2370, 4441, 1626, 2188, 2408, 2674, 2675, 2677, 4277, 4436, 4442
79	78	3A/1 3A/2	880 130	TMC Vihang Infrastructure Pvt. Ltd.	546, 867, 2295, 2822, 4154, 4273, 4436, 4566, 4583, 4438
82	72	2 3	710 450	Vihang Infrastructure Pvt. Ltd.	159, 591, 689, 1326, 2209, 2448, 2544, 2797, 2953, 2954, 4154, 4411, 4565, 4583, 464 18, 70, 464, 467, 591, 817, 1286, 1431, 1873, 2209, 2423, 2448, 2875, 2937, 2942, 4154, 4337, 4411, 4436, 4565, 4571, 4583
79	78	4A 4B	710 1480 10	TMC Vihang Infrastructure Pvt. Ltd. Navnath Ture & others	527, 880, 1681, 2835, 2836, 2883, 2924, 4154, 4274, 4436, 4566, 4583, 4569
79	78	3B/1 3B/2 3B/3	30 1020 17	TMC Vihang Infrastructure Pvt. Ltd. TMC	546, 2425, 2426, 2700, 2768, 4153, 4288, 4566, 4580, 464, 546
99	75	2A 2B 2C	100 590 1130	Vihang Infrastructure Pvt. Ltd. TMC Vihang Infrastructure Pvt. Ltd.	70, 464, 467, 591, 817, 827, 1068, 1286, 1431, 1684, 1873, 2423, 2747, 2748, 2750, 2800, 4148, 4149, 4276, 4438, 4566, 4581
107	72	4A 4B 4C 4D 4E	4070 2010 450 1370 3000	Vihang Infrastructure Pvt. Ltd. TMC Vihang Infrastructure Pvt. Ltd. TMC Vihang Infrastructure Pvt. Ltd.	70, 467, 591, 817, 1068, 1211, 1431, 1873, 2423, 2747, 2748, 2754, 2792, 2793, 2800, 4148, 4149, 4276, 4441, 4565, 4581, 4530, 4442, 4566, 4530, 4581
99	75	1/A 1/B	640 1410	TMC Vihang Infrastructure Pvt. Ltd.	74, 808, 1326, 1432, 1678, 2194, 2552, 2598, 2599, 2600, 2798, 3096, 4184, 4275, 4436, 4493, 4566, 4582
76	98	-	1100	Anusaya P. Bhoir & others.	70, 467, 585, 591, 606, 817, 827, 1286, 1431, 1873, 1890, 2423, 2601, 2875, 4270, 4271, 4354, 4355, 4436, 4484, 4578, 464, 4492

TITLE FLOW

ANNEXURE A-1

(A) 1. One Smt. Barkibai Rama Ture (hereinafter referred to as 'the said Barkibai') was cultivating the property being land bearing Old Survey No.97 New Survey No. 74/1/1 admeasuring 710 sq. mtrs., Old Survey No.97 New Survey No. 74/1/2 admeasuring 710 sq. mtrs., Old Survey No.97 New Survey No. 74/1/3 admeasuring 2230 sq. mtrs., aggregating to 3650 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as 'the said First Larger Property') and more particularly described Firstly in the First Schedule hereunder written and accordingly became entitled to the status of protected tenant under the provisions of the Bombay Tenancy and Agricultural Lands Act, 1948 (hereinafter referred to as 'the Tenancy Act').

2. The said Barkibai died intestate in or about 1976 leaving behind her daughter Bhimabai Chintaman Bhoir (hereinafter referred to as 'the said Bhimabai') as her only legal heir in accordance with the law by which she was governed at the time of her death.

3. The said Bhimabai died intestate in or about 1986 leaving behind her 1) Harishchandra Chintaman Bhoir (hereinafter referred to as 'the said Harishchandra'), 2) Naresh Chintaman Bhoir, 3) Chandrakant Chintaman Bhoir, 4) Yamuna Rajaram Bhoir, 5) Alka Harishchandra Mukadam and 6) Shakti alias Kunal Harishchandra Mukadam (hereinafter collectively referred to as 'the said heirs of the said Bhimabai' except the said Harishchandra) as her only legal heirs in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death.

4. The said Harishchandra died intestate on 21/10/1995, leaving behind him his widow Parubai Harishchandra Bhoir (hereinafter referred to as 'the said Parubai') and a son Shri Santosh Harishchandra Bhoir (hereinafter referred to as 'the said Santosh') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

5. In the above premises, the said heirs of the said Bhimabai, the said Parubai and the said Santosh became the owners of the said First Larger Property. The said heirs of the said Bhimabai, the said Parubai and the said Santosh are hereinafter collectively referred to as '**the said Bhimabai & others**').

6. By a Development Agreement dated 05/05/2006 (hereinafter referred to as 'the said First Agreement') executed by and between M/s. Poorvi Enterprises, a partnership firm registered under the provisions of Indian Partnership Act, 1932, (hereinafter referred to as 'the said Poorvi') therein referred to as the Developers of the One Part and the said Bhimabai & others except the said Parubai therein referred to as the Owners of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said First Larger Property at or for the consideration and for an upon the terms and conditions therein contained. The said First Agreement dated 05/05/2006 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3489/2006.

7. Pursuant to the said First Agreement, the Owners therein executed a Power of Attorney dated 20/12/2006 (hereinafter referred to as 'the said First POA') in favour of the persons nominated by the Developers therein to enable them to do all acts, deeds, matters and things for and in respect of the development of the said First Larger Property as contained therein. The said First POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.446.

8. The said Parubai remained to execute the said First Agreement and hence, by a Deed of Confirmation dated 13/02/2007 (hereinafter referred to as 'the said First DOC'), executed by and between the said Poorvi therein referred to as the Developers of the One Part and the said Parubai therein referred to as the Owner of the Other Part, the Owner therein confirmed the execution of the said First Agreement in respect of the said First Larger Property as contained therein. The said First DOC is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1240/2007.

9. Pursuant to the said First DOC, the said Parubai executed a Power of Attorney of even date (hereinafter referred to as 'the said Second POA ') in favour of the persons nominated by the said Poorvi to enable them to do all acts, deeds, matters and things for and in respect of the development of the said First Larger Property as contained therein. The said Second POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.98.

10. By a Deed of Assignment dated 27/04/2007 (hereinafter referred to as 'the said First DOA') executed by and between the said Poorvi therein referred to as the Assignor of the First Part and M/s. Cosmos Builders, a registered partnership firm (hereinafter referred to as 'the said Cosmos') therein referred to as the Assignees of the Second Part, the Assignors therein assigned to the Assignees therein and the Assignees therein acquired from the Assignors therein the development rights for and in respect of the said First Larger Property alongwith other properties at or for the consideration and for and upon the terms and conditions contained therein. The said First DOA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3336/2007.

11. Pursuant to the said First DOA, the said Poorvi executed a Power of Attorney of even date (hereinafter referred to as 'the said Third POA ') in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the development of the said First Larger Property as contained therein. The said Third POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.480/2007.

12. By Order bearing No.TD/Te-6/KU/V.P./S.R.-161/2007 dated 24/09/2007 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Naresh and others have been permitted to develop the said First Larger Property more particularly described in the First Schedule hereunder written subject to the terms and conditions contained therein.

13. By a Deed of Conveyance dated 12/03/2008 (hereinafter referred to as 'the said First Deed') executed by and between the said Bhimabai & others therein referred to as the Owners of the First Part, Mr. Suraj Ramesh Parmar (hereinafter referred to as 'the said Suraj') therein referred to as the Purchaser of the Second Part, the said Poorvi therein referred to as the First Confirming Part of the Third Part and the said Cosmos therein referred to as the Second Confirming Party of the Fourth Part, the Owners therein with the knowledge and consent of the First and Second Confirming Party therein sold, transferred and conveyed to the Purchaser therein and the Purchaser therein purchased and acquired from the Owners therein the said First Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said First Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2253/2008.

14. By a Deed of Confirmation dated 14/11/2008 (hereinafter referred to as 'the said Second DOC') executed by and between the said Bhimabai & others therein referred to as the Vendors of the One Part and the said Suraj therein referred to as the Purchaser of the other part, the Vendors therein confirmed the aforesaid transactions in respect of the said First Larger Property including the said First Deed which has been executed by their Constituted Attorney. The said Second DOC is registered with the Sub Registrar of Assurances at Thane under Serial No.8830/2008.

15. In the above premises, the said Suraj became the owner of the said First Larger Property.

16. By a Deed of Conveyance dated 18/08/2010 (hereinafter referred to as 'the said Second Deed') made and executed by and between the said Suraj therein referred to as the Vendor of the one part and M/s. Vihang Infrastructure Pvt. Ltd. (hereinafter referred to as 'the said Promoter') therein referred to as the Purchaser of the other part, the Vendor therein sold, transferred, conveyed and assigned all his right, title, interest and share whatsoever in respect of the said First Larger Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Second Deed registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.9010/2010.

17. By virtue of the said Second Deed, the said Promoter have become the owner of the said First Larger Property.

18. A portion aggregately admeasuring 1105 sq.mtrs. out of the said First Larger Property has been reserved for 40 mtrs. D.P. Road (hereinafter referred to as 'the said First Reserved Portion') as per the Development Plans in force and sanctioned under the provisions of Maharashtra Regional & Town Planning Act, 1966 (hereinafter referred to as 'the said Act') by the Thane Municipal Corporation (hereinafter referred to as 'the said Corporation') which is more particularly described Secondly in the First Schedule hereunder written and the remaining area out of the said First Larger Property i.e. 2545 sq.mtrs. is hereinafter referred to as 'the said First Property' and more particularly described Thirdly in the First Schedule hereunder written;

(B) 1. One Smt. Anusaya Pandurang Bhoir and 12 others (hereinafter referred to as 'the said Anusaya & others') became entitled to the property bearing Old Survey No.97 New Survey No.74 Hissa No.3 admeasuring 4910 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as 'the said Second Larger Property') and more particularly described Firstly in the Second Schedule hereunder written;

2. By a Development Agreement dated 22/04/2003 (hereinafter referred to as 'the said Second Agreement') executed by and between M/s. Ketki Developers, a partnership firm registered under the provisions of Indian Partnership Act, 1932 (hereinafter referred to as 'the said Ketki') therein referred to as the Developers of the One Part and the said Anusaya & others therein referred to as the Owners of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Second Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Second Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2485/2003.

3. Pursuant to the said Second Agreement, the said Anusaya & others executed a Power of Attorney of even date (hereinafter referred to as 'the said Fourth POA') in favour of the persons nominated by the said Ketki to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Second Larger Property as contained therein. The said Fourth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.195.

4. By Order bearing No.TD/6/KU/V.P./S.R./228/2003 dated 31/12/2003 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Anusaya & others have been permitted to develop the said Second Larger Property more particularly described Firstly in the Second Schedule hereunder written subject to the terms and conditions contained therein.

5. By a Deed of Assignment dated 23/05/2007 (hereinafter referred to as 'the said Second DOA') executed between the said Ketki therein referred to as the Assignor of the First Part and the said Cosmos therein referred to as the Assignee of the Other Part, the Assignor therein assigned to the Assignee therein and the Assignee therein acquired from the Assignor therein the development rights for and in respect of the said Second Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Second DOA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3937/2007.

6. Pursuant to the said Second DOA, the said Ketki executed a Power of Attorney of even date (hereinafter referred to as 'the said Fifth POA ') in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the said Second Larger Property as contained therein. The said Fifth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.593.

7. By a Deed of Conveyance dated 26/03/2008 (hereinafter referred to as 'the said Third Deed '), executed by and between the said Anusaya & others therein referred to as the Owner of the First Part, the said Suraj therein referred to as the Purchaser of the Second Part, the said Ketki therein referred to as the First Confirming Party of the Third Part and the said Cosmos therein referred to as the Second Confirming Party of the Fourth Part, the Owner therein with the knowledge and consent of the First and Second Confirming Party therein sold, transferred and conveyed to the Purchaser therein and the Purchaser therein purchased and acquired from the Owner therein the said Second Larger Property at or for the consideration and for an upon the terms and conditions contained therein. The said Third Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2636/2008.

8. By an Agreement for Sale dated 08/05/2009 (hereinafter referred to as 'the said Third Agreement') executed by and between the said Cosmos therein referred to as the Vendors of the First Part, the said Suraj therein referred to as the Confirming Party of the Second Part and the said Promoter therein referred to as the Purchasers of the Third Part, the Vendors therein with the knowledge and consent of the Confirming Party therein have agreed to sell, transfer and convey to the Purchasers therein the said Second Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Third Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2178/2009.

9. Pursuant to the said Third Agreement, the said Suraj executed a Power of Attorney of even date (hereinafter referred to as 'the said Sixth POA') in favour of the persons nominated by the said Promoter to enable them to do all acts, deeds, matters and things for and in respect of the said Second Larger Property as contained therein. The said Sixth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.98/2009.

10. By a Deed of Conveyance dated 14/07/2011 (hereinafter referred to as 'the said Fourth Deed') made and executed by and between the said Suraj therein referred to as the Vendor of the one part and the said Promoter therein referred to as the Purchaser of the other part, the Vendor therein sold, transferred, conveyed and assigned all his right, title, interest and share whatsoever in respect of the said Second Larger Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Fourth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.6711/2011.

11. By virtue of the said Fourth Deed, the said Promoter have become the owner of the said Second Larger Property.

12. A portion admeasuring 270 sq.mtrs. out of the said Second Larger Property has been reserved for 40 mtrs. D.P. Road (hereinafter referred to as "the Second Reserved Portion") as per the said Act of the said Corporation which is more

particularly described Secondly in the Second Schedule hereunder written and the remaining area out of the said Second Larger Property i.e. 4640 sq.mtrs. is hereinafter referred to as "the said Second Property" and more particularly described Thirdly in the Second Schedule hereunder written;

(C) 1. One Shri Damodar Keshav Bhoir (hereinafter referred to as 'the said Damodar') was the owner of the property being land bearing Old Survey No. 97 New Survey No. 74 Hissa No.5 admeasuring 2200 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as 'the said Third Property') and more particularly described in the Third Schedule hereunder written.

2. The said Damodar died intestate on 07/09/2003 leaving behind him the his widow Smt. Sonibai Damodar Bhoir, four sons viz., 1) Shri Ramchandra Damodar Bhoir, 2) Shri Devendra Damodar Bhoir, 3) Shri Dnyaneshwar Damodar Bhoir, 4) Shri Ganesh Damodar Bhoir and three daughters viz., a) Smt. Neelam Bhalchandra Vaze, b) Smt. Lata Kantya Patil, c) Smt. Bhima Raju Patil (hereinafter referred to as "the said Sonibai & others") as his only legal heir in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

3. By a Development Agreement dated 29/08/2008 (hereinafter referred to as 'the said Fourth Agreement') executed by and between the said Sonibai & others therein referred to as the Owners of the One Part and the said Cosmos therein referred to as the Developers of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Third Property at or for the consideration and for an upon the terms and conditions therein contained. The said Fourth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.7020/2008.

4. Pursuant to the said Fourth Agreement, the said Sonibai & others executed a Power of Attorney of even date (hereinafter referred to as 'the said Seventh POA') in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Third Property as contained therein. The said Seventh POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.798.

5. By virtue of the above, the said Cosmos became entitled to develop the said Third Property;

6. The said Sonibai & others have filed Regular Civil Suit bearing No.2141/2012 in the Court of C.J.S.D. Thane (hereinafter referred to as "the said first suit") against Smt. Vimal Haribhau Pathare in respect of the said Third Property for declaration, injunction and cancellation of the Sale Deed mentioned therein and the said suit is pending.

7. The said Sonibai & others have also filed Revision Application No. Appeal/2713/P.K.121/J-4 dated 04/01/2013 before the Revenue Minister, Mantralaya against the order passed by the Hon'ble Additional Commissioner, Mumbai, Maharashtra in TNC/Revision No.440/2010 dated 16/11/2012 and the same is dismissed for default on 28/05/2015. Being aggrieved by the said order dated 28/05/2015, the said Sonibai & others have filed Misc. Application on 26/06/2015 (hereinafter referred to as "the said application") for restoration of the said Revision Application No. Appeal/2713/P.K.121/J-4 and the said Misc. Application is still pending ;

(D) 1. One Shri Tukaram Hashya Patil (hereinafter referred to as 'the said Tukaram') was the owner of the property being land bearing Old Survey No.97, New Survey No. 74, Hissa No.2/B admeasuring 1,110 sq. mtrs., situate, lying and being at

Village Ovale, Taluka and District Thane (hereinafter referred to as 'the said Fourth Property') and more particularly described in the Fourth Schedule hereunder written.

2. By an Agreement for Sale dated 04/12/1978 (hereinafter referred to as 'the said Fifth Agreement'), the said Tukaram agreed to sell to one Mrs. Lilabai Arjun Gavali (hereinafter referred to as 'the said Lilabai') the said fourth property at or for the consideration and for and upon the terms and conditions contained therein.

3. The said Tukaram died intestate on 17/12/1986, leaving behind him his widow Smt. Muktabai Tukaram Patil (hereinafter referred to as 'the said Muktabai'), one son Shri Gyaneshwar Tukaram Patil (hereinafter referred to as 'the said Gyaneshwar') and two married daughters viz., 1) Kantabai Krishna Patil (hereinafter referred to as 'the said Kantabai'), 2) Lata Manohar Patil (hereinafter referred to as 'the said Lata') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death. The said Muktabai, the said Gyaneshwar, the said Kantabai and the said Lata are hereinafter collectively referred to as 'the said heirs of the said Tukaram').

4. After death of the said Tukaram, the said heirs of the said Tukaram failed, neglected and refused to take further necessary steps in pursuance of the said Fifth Agreement and therefore, the said Lilabai and 8 others filed Regular Civil Suit No.888/88 in the Civil Court, Thane against the said heirs of the said Tukaram for specific performance of the said Agreement for Sale (hereinafter referred to as 'the said Second Suit').

5. The said second suit was decreed on 25/11/1992 (hereinafter referred to as 'the said Decree') and in pursuance thereof, the said Lilabai and 8 others filed Reg. Darkhast No.6 of 1995 for execution thereof.

6. The said heirs of the said Tukaram through the Court Commissioner by executing a Sale Deed dated 01/03/1996 (hereinafter referred to as "the said Fifth Deed") sold, transferred and conveyed the said fourth property to the said Lilabai, which is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1574/96.

7. In pursuance of the above, the said Lilabai became the owner of the said fourth property.

8. By a Development Agreement dated 13/11/2007 (hereinafter referred to as 'the said Sixth Agreement') executed by and between the said Lilabai and 8 others therein referred to as the Owners of the One Part and the said Cosmos therein referred to as the Developers of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said fourth property at or for the consideration and for and upon the terms and conditions contained therein. The said Sixth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.8368/07.

9. Pursuant to the said Sixth Agreement, the said Lilabai and 8 others executed a Power of Attorney of even date (hereinafter referred to as 'the said Eighth POA ') in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fourth property. The said Eighth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1155.

10. By virtue of the above the said Cosmos became entitled to develop the said fourth property.

11. By a Deed of Assignment dated 09/04/2009 (hereinafter referred to as 'the said Third DOA') executed by and between the said Cosmos therein referred to as

the Assignors of the First Part, the said Lilabai therein referred to as the Confirming Party of the Second Part and the said Promoter therein referred to as the Assignees of the Third Part, the Assignors therein with the knowledge and consent of the Confirming Party therein agreed to grant to the Assignees therein and the Assignees therein acquired from the Assignors therein the development rights for and in respect of the said Third and Fourth property at or for the consideration and for and upon the terms and conditions contained therein. The said Third DOA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2179/2009.

12. Pursuant to the said Third DOA, the Assignors executed a Substituted Power of Attorney of even date (hereinafter referred to as 'the said Ninth POA') in favour of the persons nominated by the said Promoter to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Third and Fourth Property as contained therein. The said Ninth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.99/2009.

(E) 1. One Shri Mahadu Kachru Patil (hereinafter referred to as 'the said Mahadu') was the owner of the property being agricultural lands bearing Old Survey No.97, New Survey No. 74, Hissa No.2/A admeasuring 1,100 sq. mtrs., situate, lying and being at Village Ovale, Taluka and District Thane (hereinafter referred to as 'the said Third Larger Property') and more particularly described Firstly in the Fifth Schedule hereunder written.

2. The said Mahadu expired in or about 1969, leaving behind him his widow Smt. Kamlabai Mahadu Patil (hereinafter referred to as 'the said Kamlabai') and daughter Sakhubai Mahadu Patil (hereinafter referred to as 'the said Sakhubai') as his only legal heirs in accordance with the law by which he was governed at the time of his death.

3. In the above premises, the said Kamlabai and the said Sakhubai became the owners of the said Third Larger Property.

4. By a Sale Deed dated 30/12/1991 (hereinafter referred to as 'the said Sixth Deed'), executed by and between Smt. Nalini Tukaram Borhade (hereinafter referred to as 'the said Nalini') therein referred to as the Purchaser of the First Part and the said Kamlabai and the said Sakhubai therein collectively referred to as the Vendors of the Second Part, the Vendors therein sold to the Purchaser therein and the Purchaser therein purchased from the Vendor therein the said Third Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Sixth Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3631/93 on 04/11/1993.

5. By virtue of the said Sixth Deed, the said Nalini became the owner of the said Third Larger Property;

6. By a Sale Deed dated 24/08/1993 (hereinafter referred to as 'the said Seventh Deed'), executed by and between the said Deepak therein referred to as the Purchaser of the One Part and the said Nalini therein referred to as the Vendor of the Other Part, the Vendor therein sold to the Purchaser therein and the Purchaser therein purchased and acquired from the Vendor therein the said Third Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Seventh Deed is registered with the Sub-Registrar of Assurances at Thane under Sr. No.2712 on 23/09/1993.

7. The said Nalini executed a Declaration dated 24/08/1993 in favour of 'the said Deepak thereby confirming the said Fifth Deed and agreeing to indemnify 'the said Deepak as contained therein;

8. In the premises aforesaid, 'the said Deepak became the owner and absolutely became entitled to the said Third Larger Property.
9. By an Agreement for Sale dated 04/04/2009 (hereinafter referred to as 'the said Seventh Agreement') executed by and between the said Deepak therein referred to as the Vendor of the One Part and the said Promoter therein referred to as the Purchasers of the Other Part, the Vendor therein agreed to sell, transfer and convey to the Purchasers therein and the Purchasers therein agreed to purchase and acquire from the Vendor therein the said Third Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Seventh Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr. No.2180/2009.
10. Pursuant to the said Seventh Agreement, 'the said Deepak executed a Power of Attorney of even date (hereinafter referred to as 'the said Tenth POA') in favour of the persons nominated by the said Promoter to enable them to do all acts, deeds, matters and things for and in respect of the said Third Larger Property as contained therein. The said Tenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.100/2009.
11. By a Deed of Conveyance dated 18/06/2011 (hereinafter referred to as 'the said Eighth Deed') made and executed by and between the said Deepak therein referred to as the Vendor of the one part and the said Promoter therein referred to as the Purchaser of the other part, the Vendor therein sold, transferred, conveyed and assigned all his right, title, interest and share whatsoever in respect of the said Third Larger Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Eighth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.5887/2011.
12. By virtue of the said Eighth Deed of Conveyance, the said Promoter have become the owner of the said Third Larger Property.
13. A portion admeasuring 475 sq.mtrs. out of the said Third Larger Property has been reserved for 40 mtrs. D.P. Road (hereinafter referred to as "the Third Reserved Portion") as per the said Act of the said Corporation which is more particularly described Secondly in the Fifth Schedule hereunder written and the remaining area out of the said Third Larger Property i.e. 635 sq. mtrs., is hereinafter referred to as "the said Fifth Property" and more particularly described Thirdly in the Fifth Schedule hereunder written;
14. By a Declaration-Cum-Indemnity Bond dated 06/08/2009 (hereinafter referred to as 'the said First Declaration'), the said Promoter have handed over portion of land aggregately admeasuring 1597.74 sq.mtrs. out of the said First Larger Property, the Second Larger Property, the said Third Larger Property falling under 40 mtrs. wide D.P. Road unto the said Corporation upon the terms and conditions therein mentioned. The said First Declaration is registered with the office of Sub-Registrar of Assurances, Thane under Sr. No.4384/2009.
15. By a Declaration-Cum- Indemnity Bond dated 11/02/2010 (hereinafter referred to as 'the said Second Declaration'), the said Promoter have handed over portion of land aggregately admeasuring 250.53 sq.mtrs. out of the said First Larger Property, the Second Larger Property, the said Third Larger Property falling under 40 mtrs. wide D.P. Road unto the said Corporation upon the terms and conditions therein mentioned. The said First Declaration is registered with the office of Sub-Registrar of Assurances, Thane under Sr. No.1290/2010.
16. After the execution of the said First and Second Declaration and upon handing over the possession of area falling under the D.P. Road to the said Corporation, survey was carried out by TILR department and

i) the said First Larger Property has been sub divided and a portion admeasuring 2545 sq. mtrs. has been renumbered as a) New Survey No.74, Hissa No.1/1A, admeasuring 285 sq. mtrs.; b) New Survey No.74, Hissa No.1/2B, admeasuring 60 sq. mtrs. and c) New Survey No.74, Hissa No.1/3B, admeasuring 2200 sq. mtrs. (hereinafter collectively referred to as 'the said First Property') and more particularly described Thirdly in the First Schedule hereunder written.

ii) the Second Larger Property has been sub divided and a portion admeasuring 4640 sq. mtrs. has been renumbered as New Survey No.74, Hissa No.3/2 (hereinafter collectively referred to as 'the said Second Property') and more particularly described Thirdly in the Second Schedule hereunder written.

iii) the said Third Larger Property has been sub divided and a portion admeasuring 635 sq. mtrs. has been renumbered as New Survey No.74, Hissa No.2/A/2 (hereinafter collectively referred to as 'the said Fifth Property') and more particularly described Thirdly in the Fifth Schedule hereunder written.

(F) 1. The said Barkibai was also cultivating the property being land bearing Old Survey No.97 New Survey No.74 Hissa No.4 admeasuring 730 sq. mtrs. situate, lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as 'the said Sixth Property') and more particularly described in the Sixth Schedule hereunder written and accordingly became entitled to the status of protected tenant under the provisions of the Tenancy;

2. The said Barkibai died intestate in or about 1976 leaving behind her daughter i.e. the said Bhimabai as her only legal heir in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death.

3. The said Bhimabai died intestate in or about 1986 leaving behind her the said heirs of the said Bhimabai as her only legal heirs in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death.

4. The said Harishchandra died intestate on 21/10/1995, leaving behind him his widow the said Parubai and a son the said Santosh as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

5. In the above premises, the said first owners became the owners of the said Sixth Property.

6. By the said First Agreement executed by and between the said Poorvi therein referred to as the Developers of the One Part and the said Bhimabai & others except the said Parubai therein referred to as the Owners of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Sixth Property at or for the consideration and for and upon the terms and conditions therein contained.

7. Pursuant to the said First Agreement, the Owners therein executed the said First POA in favour of the persons nominated by the Developers therein to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Sixth Property as contained therein.

8. The said Parubai remained to execute the said the said First Agreement and hence, by the First DOC, executed by and between the said Poorvi therein referred to as the Developers of the One Part and the said Parubai therein referred to as the Owner of the Other Part, the Owner therein confirmed the execution of the said Development Agreement in respect of the said Sixth Property as contained therein.

9. Pursuant to the said First DOC, the said Parubai executed the said Second POA in favour of the persons nominated by the said Poorvi to enable them to