

- 20) प्रस्तावित इमारतीमध्ये तळ मजल्यावर स्टिल्ट (Slit) प्रस्तावित केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.
- 21) मंजूर विकास योजनेत विकास योजना रस्त्याबे / रस्ता रुंदीकरणाने बाधित होणारे क्षेत्र 482.25 चौ.मी. महानगरपालिकेकडे हस्तांतर केले असल्याने व ह्या हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणास अतिरिक्त चटईक्षेत्रांचा लाभ / मंजूरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वरूपाची खुले, मोकळे, अतिक्रमणविरहीत ठेवण्याची जबाबदारी विकासकाची राहिल. तसेच या जागेचा मालकीहक्क इतरांकडे केणल्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इतरांकडून मोबदला आपणास इतर संबंधितास व धारकास स्विकारता येणार नाही.
- 22) मंजूर बांधकाम नकाशातील 15.00 मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशमन व्यवस्थेबाबत सक्षम अधिका-याचे ' नाहरकत प्रमाणपत्र ' सादर करणे बंधनकारक आहे.
- 23) मंजूर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावित केले असल्यास विद्यमान बांधकाम क्षेत्र महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तोडून नविन बांधकामास प्रारंभ करणे बंधनकारक आहे.
- 24) प्रस्तावातील इमारतीचे बांधकाम पूर्ण झाल्यानंतर नियमाप्रमाणे पूर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर दंडित कायदेशीर कार्यवाही करण्यात येईल.
- 25) नव्याने पूर्ण होणा-या इमारतीमध्ये विद्यमान रहिवाशांना सामावून घेऊन कायदेशीर जबाबदारी वास्तुविशारद, विकासक व धारक यांची राहिल. नव्याने पूर्ण झालेल्या इमारतीत (विकासकाने रहिवाशांसोबत करावयाचा करारनामा व इतर दस्तऐवज) विकासकाने / धारकाने करणे बंधनकारक राहिल.
- 26) मंजुरीची मुदत एक वर्षापर्यंत राहिल. तदनंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 चे तरतूदीनुसार विहित कालावाधीसाठी नुतनीकरण करण्यात येईल अन्यथा सदरची मंजूरी कायदेशीररित्या आपोआप रद्द होईल.
- 27) सदरच्या आदेशातील पत्रधारक, बांधकाम पर्यवेक्षक, वास्तुविशारद, स्ट्रक्चरल अभियंता व धारक यांची राहिल.
- 28) सदर जागेच्या मालकीबाबत व न्यायालयात दावा प्रलंबित नसल्याबाबत आपण प्रतिज्ञापत्र दि.16/02/2018 रोजी दिलेले आहे. याबाबत काहीही विसंगती आढळून आल्यास दिलेली परवानगी रद्द करण्यात येईल.
- 29) सदर जागेच्या मालकीबाबत जागेच्या हद्दीबाबत व मा. न्यायालयीन दाव्याबाबत सर्वस्वी जबाबदारी विकासकाची राहणार असून त्याबाबत महानगरपालिका जबाबदार राहणार नाही.

Annexure F (Page 5)

C.C. (Legal) 1893

नं. ५ मन्वर्गित ५४५९/२०१२-१८ दि. २८/०३/२०१८

- 30) यापूर्वी पत्र क्र. _____ दि. _____ अन्वये यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मर्यादीत ठेवून त्यानुसार कार्यान्वीत करणे बंधनकारक राहिल.

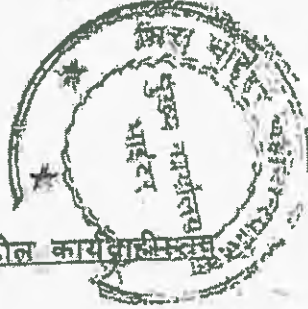
अ.क्र.	इमारतीचे नांव / प्रकार	संख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र (चौ.मी.)
1	1	1	स्टिन्ड + 9	1273.98
			एकूण बांधकाम क्षेत्र	1273.98 चौ.मी.

- 31) यापूर्वी स.क्र. 314/2 पै. साठी पत्र क्र. मिभा/मनपा/नर/699/2012-13, दि. 11/05/2012 अन्वये देण्यात आलेली मंजूरी रद्द करण्यात येत आहे.
- 32) जागेवर रेन वॉटर हार्वेस्टिंगची व्यवस्था करणे तसेच त्याबाबतची यंत्रणा स्वतंत्र ओव्हरटॅक व प्लंबिंग लाईनसह कार्यान्वीत ठेवणे व त्याबाबत पाणीपुरवठा विभागाकडील प्रमाणपत्र सादर करणे बंधनकारक राहिल.
- 33) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी प्रती सदनिका 100 लिटर या क्षमतेची सौर उर्जा वरिल पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हिटींग सिस्टीम) बसवून कार्यान्वीत करणे व त्याबाबत सार्वजनिक बांधकाम विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.
- 34) भोगवटा दाखल्यापूर्वी वृक्ष प्राधिकरणाकडील नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- 35) भोगवटा दाखल्यापूर्वी अग्निशमन विभागाकडील तात्पूरता नाहरकत दाखल्यामधील अटीशर्तीची पूर्तता करून अंतिम नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- 36) मा. जिल्हाधिकारी, ठाणे यांचेकडील अकृषिक परवानगीच्या आदेशामधील अटीशर्तीची पूर्तता करणे आपणावर बंधनकारक राहिल.
- 37) जोत्याच्या दाखल्यापूर्वी विकास योजना रस्त्याने व आरक्षणाने बाधित क्षेत्राचा नोंदणीकृत करारनाम्यासह मिरा भाईंदर महानगरपालिकेच्या नावेचा निर्विवाद 7/12 उतारा सादर करणे बंधनकारक राहिल.
- 38) शासन निर्देश क्र. TPS-1816/CR-443/16/RP Directives/UD-13, dt. 13/04/2017 मधील अटीशर्तीचे पालन करणे बंधनकारक राहिल.
- 39) महाराष्ट्र प्रांतिक महानगरपालिका अधिनियम 1949 चे कलम 263 अन्वये भोगवटा दाखला घेणे आपणावर बंधनकारक राहिल.
- 40) सार्वजनिक जागेवर बांधकामासाठी 200 पेक्षा जास्त बांधकाम कामगार असल्यास काम करणाऱ्या बांधकाम कामगारांसाठी महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळ यांचेमार्फत राबविण्यात येणा-या योजना, त्यासाठीचे अर्ज, नमुने इतर आवश्यक माहिती तसेच पात्र बांधकाम कामगारांची नोंदणी करिता आवश्यक प्रक्रिया नोंदणी, नुतनीकरण, बांधकाम कामगारांचे बँक खाते उघडणे इत्यादी सर्व प्रकारची संबंधित कामे करणेसाठी Facilitation Centre उभारणे बंधनकारक राहिल.
- 41) इमारत पूर्ण झाल्यानंतर बांधकाम परवानगी मधील नमुद अटी व शर्तीचे पालन केल्याशिवाय बांधकाम पूर्णत्वाचे प्रमाणपत्र व भोगवटा दाखला देण्यात येणार नाही. अटीची पूर्तता न केल्यास महाराष्ट्र प्रादेशिक व नगररचना अधिनियम 1966 व मुंबई प्रांतिक महानगरपालिका अधिनियम 1949 अन्वये विकासकावर गुन्हा नोंद करून पुढील कार्यवाही करण्यात येईल.

- 42) शासनास हस्तांतरीत करावयाच्या सदनिका शासनास हस्तांतरीत करून त्याबाबतच्या नाहरकत दाखल्यासह शासनाच्या इतर विभागाकडील आवश्यक नाहरकत दाखले / परवानग्या प्राप्त करून घेणेची सर्वस्वी जबाबदारी विकासक व वास्तुविशारद यांची राहिल.
- 43) सदर जागेमध्ये माती भरणी किंवा खोदकाम करणेसाठी संबंधित महसूल पधिकरणाकडून परवानगी घेणे व त्याअनुषंगीक आवश्यक शुल्काचा भरणा करणे बंधनकारक राहिल.
- 44) मंजूर विकास नियंत्रण नियमावलीमधील तरतूदीप्रमाणे आवश्यक वृक्ष लागवड करणे बंधनकारक राहिल.
- 45) सदर जागेबाबत शासन निर्देशाप्रमाणे आवश्यक असणा-या परवानग्या / नाहरकत दाखले प्राप्त करून घेणेची जबाबदारी विकासकाची राहिल.
- 46) मोकळ्या जागेच्या कराचा भरणा पत्तेक वर्षाच्या आर्थिक वर्षामध्ये भोगवटा दाखला प्राप्त दिनांकापर्यंत भरणा करणे आपणावर बंधनकारक राहिल. कराचा भरणा न केल्यास आपणावर पुढील कायदेशीर कार्यवाही करण्यात येईल.
- 47) नकाशामध्ये दर्शविल्यानुसार (दुरुस्तीप्रमाणे) स.क्र. 51/2/ए मधील जोत्यापर्यंत झालेले बांधकाम To be demolished करणे आपणावर बंधनकारक राहिल.

जा.क्र. मनपा / नर / ५४५८ / २०१७-१८

दि. २८/०३/२०१८



(Signature)
आयुक्त

मिरा भाईंदर महानगरपालिका

प्रत - माहितीस्तव व पुढील कार्यपालिका

१) विभाग प्रमुख

अतिक्रमण तथा अनाधिकृत बांधकाम नियंत्रण विभाग

२) नर निर्धारक व संकलक अधिकारी

नर विभाग

Annexure G (Page 1)



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M. L. Bhakta • A. M. Desai • K. M. Vussonji • B. D. Damodar • S. S. Vaidya • A. R. Amin • Ms. P. G. Mehta • R. V. Gandhi • C. S. Thakkar
R. P. Bhatt • P. S. Damodar • B. S. Vaidya • Ms. Sirisha V. Sampat • Kunal S. Vaidya

MLB/KSV/ **3103**/2018

REPORT ON TITLE

Re: All those pieces or parcels of land admeasuring 1312.66 sq. mts. or thereabouts, bearing new Survey No. 51 and Hissa Nos. 2A and 3B (part) of Village Goddeo, Bhayander (East), Taluka and District Thane

TO WHOMSOEVER IT MAY CONCERN

1. We have been requested by our client, Star Developers, the sole proprietorship of Mr. Mohan Singh, to issue our Opinion on title in respect of the following properties:

- a. All that piece and parcel of land admeasuring 1130.66 sq. mts. forming part of a larger piece of land bearing Old Survey No. 314, New Survey No.51, Hissa Nos.3/B situate lying and being at Village Goddeo, Bhayander (East) Taluka and District Thane, hereinafter referred to as "the First Property" and more specifically described in the First Schedule hereunder written; and
- b. All that piece and parcel of land admeasuring 182 sq. mts. forming part of a larger piece of land bearing Old Survey No. 314, New Survey No. 51, Hissa Nos.2A, situate lying and being at Village Goddeo, Bhayander (East) Taluka and District Thane "the Second Property" and more specifically described in the Second Schedule hereunder written.

Devolution of Title of the First Property

2. It appears that prior to 1971, one Jagannath Pandurang Patil was the absolute owner of and well and sufficiently entitled *inter alia* to all that large piece or parcel of land bearing Old Survey No. 314 Hissa No. 3 (Pt.) of Village Bhayander, Bhayander (East), Taluka and District Thane, within the limits of the Mira Bhayander Municipal Corporation ("MBMC") (hereinafter referred to as "the First Original Property");

3. The said Jagannath Pandurang Patil died intestate on 24th July, 1971 leaving the following persons as his heirs and next-of-kin as per the Hindu Succession Act, 1956 by which he was governed:

Annexure G (Page -2)

- | | | | |
|-----|--|---|------------------|
| (a) | Budhibai Jagannath Patil | - | Widow |
| (b) | Kesarinath Jagannath Patil | - | Son |
| (c) | Eknath Jagannath Patil | - | Son |
| (d) | Chandrakant Jagannath Patil | - | Son |
| (e) | Dattatray Jagannath Patil | - | Son |
| (f) | Suresh Jagannath Patil | - | Son |
| (g) | Neerabai Babaji Patil | - | Married Daughter |
| (h) | Malatibai Harishchandra Patil (referred to as Malatibai Harishchandra Bhoir in the Mutation Entry) | - | Married Daughter |

On the death of Jagannath Pandurang Patil, the names of the said heirs were recorded as holders in the 7/12 extract in respect of the First Original Property, by virtue of Mutation Entry No. 4137 dated 12th November, 1979.

4. It appears that in the year 1988-89, the Village Bhayander was divided into two villages, namely Bhayander and Goddev and new Survey Numbers were allotted to the properties.

5. The said Budhibai Jagannath Patil died intestate on 20th March, 1997 leaving the following persons as her heirs and next-of-kin as per the Hindu Succession Act, 1956 by which she was governed:

(a)	Kesarinath Jagannath Patil	:	Son
(b)	Eknath Jagannath Patil	:	Son
(c)	Chandrakant Jagannath Patil	:	Son
(d)	Dattatray Jagannath Patil	:	Son
(e)	Suresh Jagannath Patil	:	Son
(f)	Neerabai Babaji Patil	:	Married Daughter who had also died, leaving behind the following heirs:-
	(i) Chintaman Babaji Patil	:	son (grandson of Budhibai Jagannath Patil);
	(ii) Jaywant Babaji Patil	:	son (grandson of Budhibai Jagannath Patil);
	(iii) Bharti Ramesh Thakur	:	daughter (grandaughter of Budhibai Jagannath Patil).
(g)	Malatibai Harishchandra Patil	:	daughter (grandaughter of Budhibai Jagannath Patil).

Annexure G (Page -3)

The aforesaid heirs of Malatibai Harishchandra Patil and Neerabai Babaji Patil, released and relinquished all their rights in the First Original Property and hence their names are deleted from 7/12 Extract and the same is mutated in 7/12 Extract by virtue of Mutation Entry No. 598 dated 27th August, 2004.

6. The Government decided to carry out computerization of all revenue records in the State of Maharashtra and in accordance with this policy decision, the Department of Revenue & Forest, issued an Order No. CLR/4/PART-I-8-1/CELL/REV dated 13th November, 2002 and the Tahasildar, Thane issued his Order for Computerization of records in Thane Taluka bearing No. REV/Desk-2/T-7-Adm/COM/KV/1069 in August, 2003. As per the said Order, various Survey Numbers their Hissa Numbers and other parts were re-numbered as follows:

Old Record			New Record			
S. No.	H. No.	Area	S. No.	H. No.	Area	New H. No.
51	3	0-70-3	51	3(Part)	0-33-4	3A
			51	3(Part)	0-33-9	3B

The aforesaid was mutated in the 7/12 Extract by virtue of Mutation Entry No. 542 dated 13th August, 2003. Pursuant to the above fresh 7/12 Extract has been issued in respect of the portions of the First Original Property bearing new Hissa Nos. 3A and 3B. The portion of the First Original Property bearing New Survey No. 51 Hissa No. 3B and admeasuring 3690 sq. mts. is hereinafter referred to as "**the First Larger Property**";

7. The said Kesarinath Jagannath Patil died intestate on 21st February, 2009 leaving behind him the following persons as his heirs and next-of-kin as per the Hindu Succession Act, 1956 by which he was governed:

- | | | | |
|----|---------------------------|---|--------|
| 1) | Sunanda Kesarinath Patil | - | Widow; |
| 2) | Shailesh Kesarinath Patil | - | Son; |
| 3) | Kanchan Kesarinath Patil | - | Son; |
| 4) | Praful Kesarinath Patil | - | Son; |

Their names are recorded as holders in the 7/12 Extract in respect of the First Larger Property by virtue of Mutation Entry No. 1351 dated 1st October, 2012.

8. By and under an Agreement executed between (1) Eknath Jagannath Patil, (2) Chandrakant Jagannath Patil, (3) Dattatray Jagannath Patil, (4) Suresh Jagannath Patil, (5) Sunanda Kesarinath Patil, (6) Shailesh Kesarinath Patil, (7) Kanchan

Kesarinath Patil, (8) Praful Kesarinath Patil, therein collectively referred to as the Vendors, (acting through their constituted attorney M/s. Sadguru Aura Enterprises – Partner Kuntesh P. Chedda – acting through his constituted attorney, Dinesh G. Dediya) of One Part and MBMC of Other Part, the Vendors therein had surrendered unto MBMC a portion of the First Larger Property, admeasuring 2559.34 sq. mts., and accordingly the name of MBMC has been recorded in the 7/12 Extract vide Mutation Entry No.1461 dated 22nd August, 2013, in respect of the area admeasuring 2559.34 sq. mts.

9. The balance portion of the First Larger Property, admeasuring 1130.66 sq. mts., viz. the First Property, continued to vest in the said (1) Eknath Jagannath Patil, (2) Chandrakant Jagannath Patil, (3) Dattatray Jagannath Patil, (4) Suresh Jagannath Patil, (5) Sunanda Kesarinath Patil, (6) Shailesh Kesarinath Patil, (7) Kanchan Kesarinath Patil, (8) Praful Kesarinath Patil and their names stand on the 7/12 Extract as the holders thereof.

10. The said Eknath Jagannath Patil died intestate on 19th June, 2014 leaving behind him the following persons as his heirs and next-of-kin as per the Hindu Succession Act, 1956, by which he was governed:

- | | | | |
|----|------------------------|---|----------|
| a. | Girijabai Eknath Patil | - | Widow; |
| b. | Dilip Eknath Patil | - | Son; |
| c. | Vikas Eknath Patil | - | Son; |
| d. | Pravin Eknath Patil | - | Son; and |
| e. | Nitin Eknath Patil | - | Son |

However, their names have not been recorded as holders in the 7/12 Extract in respect of the First Property.

11. Accordingly, (1) Mr. Chandrakant Jagannath Patil, (2) Mr. Dattatray Jagannath Patil, (3) Mr. Suresh Jagannath Patil, (4) Ms. Sunandabai Kesarinath Patil, (5) Mr. Shailesh Kesarinath Patil, (6) Ms. Kanchan Kesarinath Patil, (7) Mr. Praful Kesarinath Patil, (8) Ms. Giriraj Eknath Patil, (9) Mr. Dilip Eknath Patil, (10) Mr. Vikas Eknath Patil, (11) Mr. Pravin Eknath Patil, and (12) Mr. Nitin Eknath Patil (“the said Patils”), came to be the joint absolute owners of and well and sufficiently entitled to the First Property.

12. By and under an Agreement for Sale dated 22nd March, 2017, entered into between the said Patils, therein referred to as the Vendors of the One Part and one Seven Eleven Constructions Private Limited (“SECPL”), therein referred to as the Purchasers/ Developers of the Other Part, and registered with the office of the Sub-registrar of Assurances at Thane under Serial No. TNN-7- 9889 of 2017, the said Patils agreed to sell and SECPL agreed to purchase the First property at or for the consideration and subject to the terms and conditions as specified therein.

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13. By and under an Irrevocable General Power of Attorney dated 13th July, 2017 and registered with the sub- registrar at Thane under Serial No. TNN-7 – 9890 of 2017, the said Patils appointed Mr. Dinesh Roopchand Jain, Director of SECPL as their constituted attorney to perform various acts and deeds relating to the First Property on their behalf.

14. We have been informed that pursuant to the said Agreement for Sale dated 22nd March, 2017, SECPL paid the entire consideration amount payable thereunder to the said Patils and the said Patils have handed over vacant peaceful possession of the First Property to SECPL.

15. Pursuant to the above, SECPL became the deemed owners of the First Property. However, the said Patils have not yet executed a formal conveyance in respect of the First Property in favour of SECPL and the 7/12 Extract in respect of the First Property still reflects the said Patils as the owners thereof.

Devolution of Title of the Second Property

16. It appears that prior to 1981, one Joaquim Jilya Correa was the absolute owner of and well and sufficiently entitled *inter alia* to all that piece or parcel of land bearing Old Survey No. 314 Hissa No. 2A of Village Bhayander, Bhayander (East), Taluka and District Thane, within the limits of the MBMC (hereinafter referred to as “the Second Larger Property”);

17. The said Joaquim Jilya Correa died intestate on 11th January, 1981 leaving the following persons as his heirs and next-of-kin as per the Indian Succession Act, 1925, by which he was governed:

- | | | | |
|-----|--|---|----------|
| (1) | Hillary Joaquim Correa | - | Son |
| (2) | Hector Joaquim Correa | - | Son |
| (3) | Cibil Lacey Gabral | - | Daughter |
| (4) | Dolly Gregory Gomes | - | Daughter |
| (5) | Joket Morris D’Lima (referred to in some documents as Joket Nerris D’Lima) | - | Daughter |
| (6) | Cassel Norman D’Souza | - | Daughter |

and the names of the said heirs were recorded as holders in the 7/12 extract in respect of the Second Larger Property, by virtue of Mutation Entry No. 4412 dated 29th September, 1981.

18. It appears that in the year 1988-89, the Village Bhayander was divided into two villages, namely Bhayander and Goddev and new Survey Numbers were allotted to the properties.

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19. Hillary Joaquim Correa died intestate on 20th June, 1990 leaving his widow, Catherine Hillary Correa, as his only heir and next-of-kin, as per the Indian Succession Act, 1925 by which he was governed and the name of the said Catherine Hillary Correa was added as holder in the 7/12 extract in respect of the Second Larger Property, by virtue of Mutation Entry No. 295 dated 17th January, 1992.

20. Joket Morris D'Lima died intestate on 3rd September, 1990 leaving her only son, Jude Morris D'Lima (referred to in some documents as Jude Nerris D'Lima) as her only heir and next-of-kin, as per the Indian Succession Act, 1925 by which she was governed and the name of the said Jude Moris D'Lima was added as holder in the 7/12 extract in respect of the Second Larger Property, by virtue of Mutation Entry No. 294 dated 17th January, 1992;

21. It appears that the Government decided to carry out computerization of all revenue records in the State of Maharashtra and in accordance with this policy decision, the Department of Revenue & Forest, issued an Order No. CLR/4/PART-I-8-1/CELL/REV dated 13th November, 2002 and the Tahasildar, Thane issued his Order for Computerization of records in Thane Taluka bearing No. REV/Desk-2/T-7-Adm/COM/KV/1069 in August, 2003. As per the said Order, various Survey Numbers their Hissa Numbers and other parts were re-numbered as follows:

Old Record			New Record			
S. No.	H. No.	Area	S. No.	H. No.	Area	New H. No.
51	2	0-16-9	51	2(Part)	0-8-3	2A
			51	2(Part)	0-8-6	2B

The aforesaid was mutated in the 7/12 Extract by virtue of Mutation Entry No. 542 dated 13th August, 2003 and pursuant to the above, fresh 7/12 Extract has been issued in respect of the portions of the Second Larger Property bearing new Hissa Nos. 2A and 2B.

22. It appears that a portion of the Second Larger Property admeasuring 648 sq. mts. was reserved for "road and garden" purpose as per the sanctioned Development plan of MBMC under Notification TPS-1296/847/CR-162/96 UD-12, dated 14th June, 1997.

23. By an Agreement dated 12th July, 2011, made between (1) Hector Joaquim Correa, (2) Vienna Hector Correa, (3) Edzil Hector Correa, (4) Maria Raymond Ferreira, (5) Senora Hector Correa, (6) Catherine Hillary Correa, (7) Dolly Gregory Gomes, (8) Cassel Norman D'Souza, (9) Jude Nerris D'Lima, (10) Darryl Lacey

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Gabral, (11) Cibil Alias Clyed Lacey Gabral, (12) Ryner Lacey Gabral, (13) Sharon Gordon Dias acting through their Constituted Power of Attorney Holder viz. SECPL of One Part and MBMC of Other Part, and registered with the office of Sub-Registrar at Thane-IV under Sr. No. TNN/4/5713/2011, the parties of One Part handed over and surrendered a portion of the Second Larger Property, admeasuring 648 Sq. Mts, unto the MBMC in the manner and on the terms and conditions more particularly specified therein.

24. It is not clear how Vienna Hector Correa, Edzil Hector Correa, Maria Raymond Ferreira, Senora Hector Correa, Darryl Lacey Gabral and Sharon Gordon Dias came to be entitled to the Second Larger Property. It appears that they were heirs of some of the previous owners.

25. By and under an Indenture of Conveyance dated 17th February, 2012 made between (1) Catherine Hillary Correa, (2) Dolly Gregory Gomes, (3) Cassel Norman D'Souza, (4) Jude Nerris D'Lima (5) Darryl Lacey Gabral, (6) Clyed Lacey Gabral, (7) Ryner Lacey Gabral, (8) Sharon Gordon Dias, (9) Vienna Hector Correa, (10) Edzil Hector Correa, (11) Maria Raymond Ferreira, (12) Senora Hector Correa and (13) Hector Joaquim Correa, therein referred to as the Vendors of One Part and SECPL, therein referred to as the Purchaser of Other Part and registered in the office of Sub-Registrar at Thane-VII under Sr. No. TNN/7/1144/2012, the Vendors therein sold, conveyed and transferred unto SECPL herein, the balance portion of the Second Larger Property, admeasuring 182 Sq. Mts., viz. the Second Property, at or for the consideration and in the manner specified therein.

26. Pursuant to the above, SECPL came to be the absolute owners of the Second Property.

27. By and under an Indenture of Conveyance dated 20th April, 2018 (hereinafter referred to as "**the said Indenture of Conveyance**") executed between SECPL, therein referred to as the Vendor of the First Part, the said Patils, therein referred to as the Confirming Parties of the Second Part and Star Developers, acting through its sole proprietor, Mr. Mohan Singh, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-registrar of Assurances at Thane under Serial No. TNN-1-6357 of 2018, SECPL sold, conveyed, transferred and assigned and the said Patils confirmed unto Star Developers, the First Property and Second Property, at or for the consideration and in the manner specified therein.

28. In the said Indenture of Conveyance, SECPL and the said Patils has *inter alia* stated, declared and confirmed that:

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- (i) SECPL is the deemed owner of and are well and sufficiently entitled to the First Property and every part thereof, subject to formal conveyance to be executed by the said Patils in favour of SECPL;
- (ii) SECPL is the absolute owner of and well and sufficiently entitled to the Second Property and every part thereof;
- (iii) SECPL is in vacant peaceful possession of the First Property and the Second Property;
- (iv) there are no proceedings/ litigations of any nature instituted by or against SECPL or the said Patils in respect of the First Property or the Second Property any part/s thereof pending in any Court or before any Authority, forum or tribunal and neither of the properties are under any lis pendens;
- (vi) neither SECPL nor the said Patils and nor any of their respective predecessors-in-title have created any sale, gift, mortgage, charge, lien, lease, tenancy or any third party right or encumbrance on the First Property or the Second Property, or any part/s thereof;
- (vii) neither the First Property nor the Second Property nor any part/s thereof are subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority;
- (viii) SECPL and/or the said Patils have not created any adverse right in respect of the First Property and/or the Second Property, or any part/s thereof whereby they are prevented from selling and transferring the same;
- (x) The entire consideration payable to the said Patils under the Agreement for Sale dated 22nd March, 2017, entered into between them and SECPL has been paid and there is no amount due to the said Patils in respect of the First Property;
- (xi) there is no injunction or any order from any Court, Tribunal, Forum, Collector, Revenue Authority, Municipal Corporation for any taxation or other dues disentitling or restraining SECPL and /or the said Patils from dealing with the First Property and/or the Second Property; and
- (xii) all rates, assessments, duties, revenue taxes, outgoings and other taxes payable in respect of the First Property and/or the Second Property have been paid up to date by SECPL and/or the said Patils.

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29. By and under a Power of Attorney dated 20th April, 2018 and registered with the sub-registrar at Thane under Serial No. TNN-1 – 635 of 2018, SECPL appointed Star Developers, acting through its sole proprietor Mr. Mohan Singh, as their constituted attorney to perform various acts and deeds relating to the First Property and Second Property, on their behalf.

30. We had issued a Public Notice on 9th February, 2017 and on 16th April, 2018 in Times of India and Maharashtra Times (Marathi translation) for the purpose of investigation of the title to the First Property and the Second Property. We have not received any claims or objections in response to the said Public Notice.

31. We have engaged Mr. Dipak Patil, Search Clerk, to carry out necessary searches in the concerned offices of the Sub-registrar of Assurances, for the period from 1982 to 2018 (38 years), in respect of the First Property and the second Property, who has submitted his Search Reports dated 9th March, 2017 and 4th April, 2018 in respect thereof. We have not found any adverse entries in respect of either of the said properties in the said Search Reports.

32. We have not taken inspection of the original documents of title for the purpose of this Opinion. Further, we have to clarify that we have not physically inspected the First Property or the Second Property.

33. The 7/12 Extract in respect of the First Larger Property, of which the First Property forms a part, reflects the names of (1) Mr. Eknath Jagannath Patil, (2) Mr. Chandrakant Jagannath Patil, (3) Mr. Dattatray Jagannath Patil, (4) Mr. Suresh Jagannath Patil, (5) Ms. Sunandabai Kesarinath Patil, (6) Mr. Shailesh Kesarinath Patil, (7) Ms. Kanchan Kesarinath Patil and (8) Mr. Praful Kesarinath Patil as well as Mira Bhayander Municipal Corporation, as the holders thereof. The Other Rights column mentions that The Estate Investment Company Private Ltd. is liable for collecting rent.

34. The 7/12 Extract in respect of the Second Larger Property, of which the Second Property forms a part, reflects the name of SECPL as the owner of the Second Property.

35. We have been informed that Star Developers has made an application to get its name mutated on the said 7/12 Extracts, and the same is under process.

36. On the basis of and subject to the above, in our opinion, Star Developers, the sole proprietorship of Mr. Mohan Singh, is the owner of and well and sufficiently entitled to the First Property and the Second Property and its title to the First Property and the Second Property is clear and marketable.

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THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the First Property)

All that piece or parcel of land admeasuring 1130.66 sq. mts. bearing New Survey No. 51 Hissa No. 3B of Village Goddeo, Bhayander (East), Taluka and District Thane, within the limits of the Mira Bhayander Municipal Corporation.

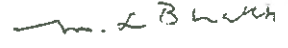
THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Second Property)

All that piece or parcel of land admeasuring 182 sq. mts. and bearing New Survey No. 51 Hissa No. 2A of Village Goddeo, Bhayander (East), Taluka and District Thane, within the limits of the Mira Bhayander Municipal Corporation.

Dated this 28th day of May, 2018.

Kanga & Company,


Partner

Annexure H



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : **P51700017046**

Project: **HIBISCUS HEIGHTS, Plot Bearing / CTS / Survey / Final Plot No.: S NO 51, H NO 2A AND 3B PART of Mira-Bhayandar (M Corp.), Thane, Thane, 401107;**

1. Mr./Ms. **Mohan Dinesh Singh** son/daughter of Mr./Ms. **Dinesh Singh** Tehsil: **Thane, District: Thane, Pin: 401107**, situated in State of Maharashtra.
2. This registration is granted subject to the following conditions, namely:-
 - ◊ The promoter shall enter into an agreement for sale with the allottees;
 - ◊ The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - ◊ The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - ◊ The Registration shall be valid for a period commencing from **04/07/2018** and ending with **30/06/2023** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - ◊ The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - ◊ That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid

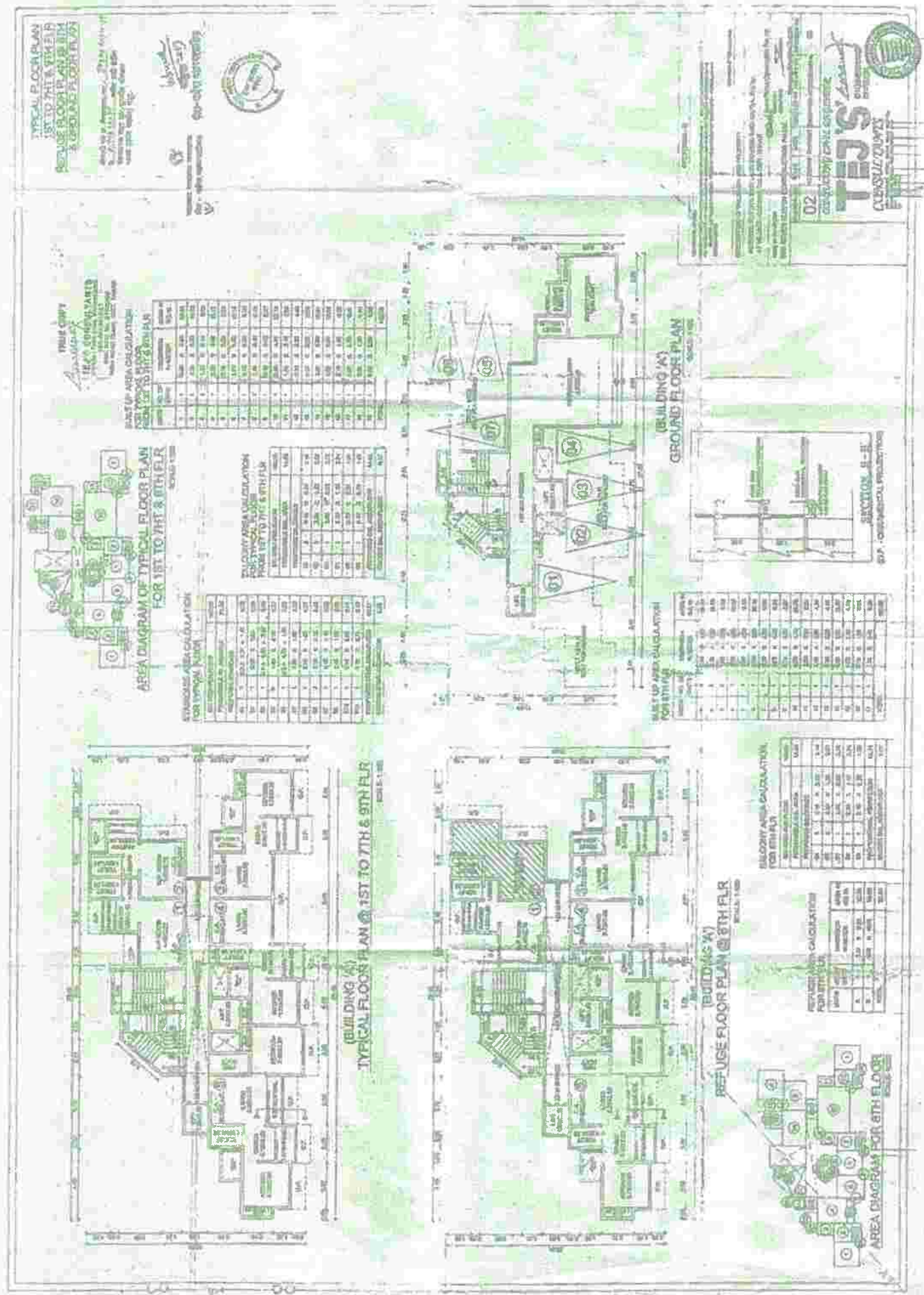


Dated: **04/07/2018**
Place: **Mumbai**

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

Annexure I

Annexure J



ANNEXURE K

- 1] Vitrified tiles for flooring
- 2] Black granite kitchen platform
- 3] Modular Kitchen
- 4] Jaguar / Similar brand plumbing fittings
- 5] One tube light in each room
- 6] One fan in each room
- 7] Exhaust fan in toilet
- 8] Aluminium and one way glass for sliding windows
- 9] Any internal paint in all walls and ceiling
- 10] OTIS / similar brand two lift in building
- 11] Door frame and shutter

STAR DEVELOPERS



SITE ADDRESS : Survey No.314,Hissa No.2A & 3B,Goddeo Village,
Next To Ramdev Park Garden,Near Orange Hospital
Bhayender East.,District-Thane-401107

CONTACT NO : 86574 39893

EMAIL I.D. : stardeveloper04@gmail.com