



ADV. SHANKAR R. BARUD
ADVOCATE HIGH COURT

B.com, LLB

Add.: Premises No. 08, Rajiv Gandhi Comp., Near Sliver Arch Building, Samta Nager, Thane (W) 400601,

Email ID : advshankarbarud@gmail.com Mobile No. 9769549154

Date: 11.08.2023

To,
MahaRERA
6th & 7th floor, Housefin Bhavan,
Plot no. C-21, E-Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051.

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to 1) Survey No. 7, Hissa No. 5/1, admeasuring 5560 square meters, 2) Survey No. 7, Hissa No. 5/2, admeasuring 1010 square meters 3) Survey No. 7, Hissa No. 6 admeasuring 100 Square Meters, 4) Survey No. 7, Hissa No. 7, admeasuring area 810 square meters, 5) Survey No. 7, Hissa No. 8/1, admeasuring area 1000 square meters, 6) Survey No. 7, Hissa No. 8/2, admeasuring area 410 square meters admeasuring in aggregate 8890 square meters, lying, being and situate at Village Vadavali, Taluka and District Thane and within the jurisdiction of Registration Sub-District and District Thane and within the limits of Thane Municipal Corporation Maharashtra State, hereinafter collectively referred as the "Said Property").

1/- I have investigated the title of property more particularly described in the Annexure which is owned by **M/S. AARTI ESTATES (PROMOTERS)** on the request of Promoter by perusing the following documents i.e. :

- a. Current 7/12 extracts.
- b. All relevant Mutation entries.
- c. Search Report.
- d. Owner's Title Deeds.
- e. Other antecedent documents.

2/- On the perusal of the above mentioned documents and all other relevant documents relating to title of the Said Property I am of the opinion that, the title of promoter is clear marketable and without any encumbrances.

Name of the Promoter: : M/S. AARTIESTATES

Address : : 8, Mahajan apartment, Veer Savarkar Marg,
Naupada, Thane (w) – 400 602.

Details of Land: 1) Survey No. 7, Hissa No. 5/1, admeasuring 5560 square meters, 2) Survey No. 7, Hissa No. 5/2, admeasuring 1010 square meters 3) Survey No. 7, Hissa No. 6 admeasuring 100 Square Meters, 4) Survey No. 7, Hissa No. 7, admeasuring area 810 square meters, 5) Survey No. 7, Hissa No. 8/1, admeasuring area 1000 square meters, 6) Survey No. 7, Hissa No. 8/2, admeasuring area 410 square meters admeasuring in aggregate 8890 square meters, lying, being and situate at Village Vadavali, Taluka and District Thane and within the jurisdiction of Registration Sub-District and District Thane and within the limits of Thane Municipal Corporation Maharashtra.

The Report reflecting the flow of the title of promoter on the said property enclosed herewith an Annexure



Advocate Shankar R. Barud

Encl: Annexure:- Title flow of the Said Property

ADVOCATE SHANKAR R. BARUD
B.Com., LL.B
Reg No MAH/2447/2017



**ADV. SHANKAR R. BARUD
ADVOCATE HIGH COURT**

B.com, LLB

Add.: Premises No. 08, Rajiv Gandhi Comp., Near Sliver Arch Building, Samta Nager, Thane (W) 400601,

Email ID : advshankarbarud@gmail.com Mobile No. 9769549154

ANNEXURE

1) Description of the Property:

All that pieces and parcels of land bearing:

1) Survey No. 7, Hissa No. 5/1, admeasuring 5560 square meters, 2) Survey No. 7, Hissa No. 5/2, admeasuring 1010 square meters (**First Property**), 3) Survey No. 7, Hissa No. 6 admeasuring 100 Square Meters (**Second Property**), 4) Survey No. 7, Hissa No. 7, admeasuring area 810 square meters (**Third Property**), 5) Survey No. 7, Hissa No. 8/1, admeasuring area 1000 square meters, Survey No. 7, Hissa No. 8/2, admeasuring area 410 square meters (**Fourth Property**), in aggregate 8890 square meters, lying, being and situate at Village Vadavali, Taluka and District Thane and within the jurisdiction of Registration Sub-District and District Thane and within the limits of Thane Municipal Corporation Maharashtra State, The First Property, Second Property, Third Property and Fourth Property are hereinafter collectively referred to as the "**Said Entire Property**".

The description of the Said Property is mentioned in following manner:

Survey No.	Total Area	Area as per triangulation method	Area under Sub Plot B	Area under Reservation	Area under Sub Plot A
7/5/1	5560	5530	25	2515	2990
7/5/2	1010	1010	NIL	1010	NIL
7/6	100	100	NIL	90	10
7/7	810	599	NIL	115	484
7/8/1	1000	968	NIL	NIL	968
7/8/2	410	410	NIL	410	NIL
TOTAL	8890	8617	25	4140	4452

The Sub-Plot A as shown in the sanction plan admeasuring 4452 square meters is hereinafter referred to as the "**Said Property**".

2) **List of Documents perused:-**

- a) Current 7/12 Extracts.
- b) 7/12 extract from year 1955 onwards (Pik Pahani Extract)
- c) All relevant Mutation Entries.
- d) Search Report
- e) Owners Title Deeds.

3) **Observations in respect of Revenue record of First Property:**

In respect of 7/12 Extract.

It appears from the perusal of current 7/12 extract that the First Property is owned by 1) Mr. Mukesh Popatlal Dedhia & 2) Mr. Dhiraj Popatlal Dedhia Partners of M/S. Aarti Estates.

3.1 In respect of 6D Mutation Entry.

- 3.1.1 It appears from the **Mutation Entry No.140**, dated 05/01/1933 that, Smt. Parvatibai Gangaram demised on 22/09/1932 leaving behind grandsons viz. 1) Mr. Pranjivan Chhedalal, 2) Mr. Manilal Chhedalal, 3) Mr. Jagmohan Chhedalal, 4) Mr. Govardhan Chhedalal and brother in law Mr. Sakharlal Jamnadas and nephew Mr. Balkishan Tulshidas as her only legal heirs.
- 3.1.2 It appears from the **Mutation Entry No. 150**, dated 15/03/1935 that, 1) Mr. Pranjivan Chhedalal, 2) Mr. Manilal Chhedalal, 3) Mr. Jagmohan Chhedalal, 4) Mr. Govardhan Chhedalal and brother in law Mr. Sakharlal Jamnadas and nephew Mr. Balkishan Tulshidas executed Sale Certificate dated 02.07.1935 in favour of Mr. Malhar Sitaram Joglekar.
- 3.1.3 It appears from the **Mutation Entry No. 369**, dated 26/04/1956 that, as per the taluka hukum bearing no. WTN 1877 dated 14.04.1956, name of government was recorded as per the provisions of section 7 of Personal Inam Act for the First Property.

- 3.1.4 It appears from the **Mutation Entry No. 378**, dated 07/08/1956 that, as per the taluka hukum bearing no. TNC 8113 dated 14.11.1956 name of Mahadu Kalya was recorded as protected tenant for the First Property.
- 3.1.5 It appears from the **Mutation Entry No. 380**, dated 23/02/1957 that, as per the taluka hukum 1878 dated 23.07.1957, inquiry was conducted accordingly the name of Mr. Balvant Sitaram Joglekar was recorded to the First Property and several other properties.
- 3.1.6 It appears from the **Mutation Entry No. 235**, dated 17/08/1988 that, Mahadu Kalya Raut demised in or around year 1955 leaving behind son Mr. Krushna Mahadu Raut and married daughter Mrs. Salubai Khandu Gavali as his only legal heirs.
- 3.1.7 It appears from the **Mutation Entry No.440**, dated 05/11/1999 that, this mutation entry is not relevant to the First Property.
- 3.1.8 It appears from the **Mutation Entry No.454**, dated 15/01/2001 that, Smt. Salubai Khandu Gavali demised on 06/05/1991 leaving behind 2 sons viz. 1) Mr. Balaram Khadu Gavali and 2) Mr. Vinayak Khandu Gavali and 2 married daughters viz. 1) Mrs. Mankibai Shanivar Bhoir and 2) Mrs. Sitabai Shanivar Bhoir .
- 3.1.9 It appears from the **Mutation Entry No.652**, dated 25/04/2006 that, Mr. Balwant Sitaram Joglekar executed Will dated 16/07/1988 and thereby bequeathed the First Property and several other properties in favour of Smt. Vasanti Dandekar proprietrix of M/s. Kalpak Developers. However her name was recorded in the 7/12 extract of the First Property without deleting the name of agricultural tenant from the other rights column of the First Property.
- 3.1.10 It appears from the **Mutation Entry No. 800**, dated 27/05/2008 that, the mutation entry no. 652 cancelled as per the order dated 26.05.2008 passed by Sub-divisional officer, Thane in the RTS appeal no. 33/2008.
- 3.1.11 It appears from the **Mutation Entry No. 822**, dated 03/07/2008 that, after demise of Balwant Sitaram Joglekar, the First Property devolved to Smt. Lilabai

Balwant Joglekar. Smt. Lilabai Joglekar executed will dated December 26, 1982 and February 05, 1983 and thereby bequeathed the First Property to Mr. Madhav Pralhad Joglekar. Mr. Madhav Pralhad Joglekar demised on July 03, 2002 and before his demise he executed will dated May 29, 1998 and thereby bequeathed the First Property in favour of Chandrashekhar Mahadeo Joglekar.

- 3.1.12 It appears from the **Mutation Entry No. 1584**, dated 01/07/2015 that, as per the letter of Tahasildar, Thane bearing no. Kavi-10491/747/S.R./4/2015 dated 26.06.2015 and Tahasildar bearing order no. Kulayda/kalam32G/vadavali /45/06 dated 25/09/2006 by order dated 5.09.2006 determined the purchase price to be paid by tenants Mr. Krushna Mahadu Raut and others to landowner Mr. Chandrashekhar Mahadev Joglekar.
- 3.1.13 It appears from the **Mutation Entry No. 1591**, dated 13/07/2015 that, name of Smt. Salubai Khandu Gavali has been deleted from the mutation entry no. 235 as per the order dated 05.06.2012 passed by Sub-divisional officer, Thane in the RTS appeal no. 22/2011.
- 3.1.14 It appears from the **Mutation Entry No. 1592**, dated 13/07/2015 that, the mutation entry no. 454 cancelled as per the order dated 05.07.2012 passed by Sub-divisional officer, Thane in the RTS appeal no. 23/2011.
- 3.1.15 It appears from the **Mutation Entry no. 1596 dated 15/07/2015** that, as per the order of Sub-Divisional officer in RTS appeal no. 10/2014, the mutation entry no. 822 restored the name of owner Mr. Chandrashekhar Joglekar recorded to the 7/12 extract of the First Property.
- 3.1.16 It appears from the **Mutation Entry no. 1603 dated 12/08/2015** that, the agricultural tenants Mr. Krushna Mahadu Raut paid entire agreed consideration as per the order u/s. 32G of Maharashtra Tenancy and Agricultural Lands Act, (MTAL Act) accordingly the Tahasildar and Agricultural Land Tribunal granted purchase certificate u/s. 32 M of MTAL Act in favour of Mr. Krushna Mahadu Raut bearing certificate no. 59/06 dated 16.10.2006 and name of landowner has been removed from the others rights column of First Property.

- 3.1.17 It appears from the **Mutation Entry no. 1606 dated 12/08/2015** that, Mr. Krushna Mahadu Raut demised on 16.11.2014 leaving behind 3 sons viz.1) Mr. Damodar Krushna Raut, 2) Mr. Motiram Krushna Raut and 3) Mr. Mahadev Krushna Raut and 4 married daughters viz. 1) Mrs. Vimal Ramesh Patil, 2) Mrs. Rekha Ganesh Patil, 3) Mrs. Parvati Sunil Patil and 4) Mrs. Kanchan Manik Patil.

Mr. Damodar Krushna Raut demised on 30.01.2013 leaving behind wife Smt. Kalpana Damodar Raut, son Mr. Pratik Damodar Raut, 2 married daughters viz. 1) Mrs. Prajakta Rupesh Mukadam and 2) Mrs. Priyanka Nitesh Mhatre.

- 3.1.10 It appears from the **Mutation Entry no. 1682 & 1806** as per Petition bearing no. 10204/2015 dated December 08, 2015 filed in Hon'ble High Court Mumbai and as per the instruction issued by Hon'ble Jambandi Ayukta dated December 03, 2015, the said mutation entry pertains to facilitate computerization of land records and to remove inconsistency in the hand written record and computerized record.

- 3.1.11 It appears from the **Mutation Entry No. 1692**, dated 12.09. 2016 that, the Sub-divisional officer, Thane granted permission u/s. 43 of MTAL Act bearing permission no. TD/TE-6/KUV/VIP/SR- 76/ 2015dated 11.09.2015.

- 3.1.12 It appears from the **Mutation Entry No. 1701**, dated 21/09/2016 that, Kalpana Damodar Raut and others conveyed and transferred the First Property in favour of Mr. Dhiraj Dedhia and Mr. Mukesh Dedhia by executing Sale Deed dated 02.11.2015 bearing registration no. TNN-9/7626/2015.

- 3.1.13 It appears from the **Mutation entry no. 1992** as per Petition bearing no. 10204/2015 dated December 08, 2015 filed in Hon'ble High Court Mumbai and as per the instruction issued by Hon'ble Jambandi Ayukta dated December 03, 2015, the said mutation entry pertains to facilitate computerization of land records and to remove inconsistency in the hand written record and computerized record.

- 3.1.14 It appears from the **Mutation Entry No.1843**, dated 04.01.2018 that, Tahsilar Thane passed order bearing No. Kavi/01/owale/2018 dated 04.01.2018 the First property used for the non-agricultural purpose.

- 3.1.15 It appears from the **Mutation Entry No.1868**, dated 04.01.2018 that, Tahsildar Thane passed order bearing No. Kavi/4-2018 paid taxes by Dhiraj Dedhia and Mukesh Dedhia for the conversation of land taxes.
- 3.1.16 It appears from the **Mutation Entry No. 2251**, dated 08/04/2022 that, as per the order of Tahasildar bearing no. Mahasul/kaksh-1/Hakkanond-1/Te-3/kavi 1488/2022 dated 28.03.2022 and as per the order of Deputy Inspector of Land Records, bearing order no. Du.li/po.hi.mo.ra.no.2198/2021- mauje vadvali/du.r.no. 2466/2021 dated 23.09.2021 hissa form no. 12 prepared accordingly the First Property has been subdivided and renumbered as follows:
Survey no. 7/5/1 admeasuring 5560 square meters
Survey no. 7/5/2 admeasuring 1010 square meters.

3.2 Observations in respect of Revenue record of Second Property:

In respect of 7/12 extracts

It appears from perusal of recent 7/12 extract dated July 08.2022 that, the Second Property is owned by 1) Mr. Mukesh Popatlal Dedhia & 2) Mr. Manish Dhiraj Dedhia Partners of M/S. Aarti Estates.

In respect of 6 D Mutation Entries:

- 3.2.1 It appears from the perusal of **mutation entry no. 187 dated 25/02/1939** that, Akbarmiya Patel demised on December 22, 1938 leaving behind Mohammad Hussain Akbar Miya Patel as his only legal heir.
- 3.2.2 It appears from the perusal of **mutation entry no. 279 dated 12/07/1951** that, the Second Property was declared as Tukda (Fragment) in accordance with the provisions of Prevention of Fragmentation and Consolidation of Holdings Act, 1947.
- 3.2.3 It appears from the perusal of **mutation entry no. 306 dated 02/07/1955** that, by Taluka order bearing no. Rev 1044 dated June 11, 1955, name of Motiram Joma was recorded as Simple Tenant with respect to Second Property.

- 3.2.4 It appears from the perusal of **mutation entry no. 378 dated 07/08/1956 that**, by Taluka order bearing no. TNC 8113 dated January 14, 1956, the name of Mohammad Hussain Akbar Miya was recorded as occupant and name of Motiram Joma was recorded as Simple Tenant with respect to Second Property.
- 3.2.5 It appears from the perusal of **mutation entry no. 414 dated 12/04/1957 that**, Said mutation entry is not relevant to the Second Property.
- 3.2.6 It appears from the perusal of **mutation entry no. 37 dated 12/10/1977 that**, Said mutation entry is not relevant to the Second Property.
- 3.2.7 It appears from the perusal of **mutation entry no. 136 dated 20/02/1984 that**, Mohammad Hussain Akbar Miya Patel was already recorded as Occupant, however, the Second Property was in joint possession of his brother Mr. Mamud Akbar Patel hence his name was appended by Taluka order bearing no. RTS/WS/Heirs/857 dated December 5, 1983 as legal heirs with respect to Second Property.
- 3.2.8 It appears from the perusal of **mutation entry no. 160 dated 10/06/1985 that**, Motiram Joma Gavali demised in the year 1944 leaving behind him his legal heirs wife Nagubai Motiram Gavali, son Ganesh Motiram Gavali, 5 daughters 1) Kamalabai Motiram Gavali, 2) Chhaya Motiram Gavali, 3) Kalavati Motiram Gavali, 4) Hausabai Motiram Gavali and married daughter 5) Manjula Dilip Patil.
- 3.2.9 It appears from the perusal of **mutation entry no. 313 dated 21/10/1992 that**, Mr. Mamud (Mehmud) Akbar Patel demised on August 31, 1988 leaving behind him his legal heirs wife Kurshendbi Mamud Patel, 2 sons 1) Abdul Kadir Mamud Patel, 2) Mohammad Idris Mamud Patel, 6 daughters 1) Mrs. Afrozbanu Abdul Latif Vasta, 2) Mrs. Akilabanu Solkar, 3) Mrs. Samshadbanu Juber Kotkar, 4) Mrs. Nasirabanu Akbar Bhatkar, 5) Ms. Shabanabanu Mamud Patel and 6) Ms. Shaminbanu Mamud Patel.
- 3.2.10 It appears from the perusal of **mutation entry no. 552 dated 05/05/2004 that**, Jainabi Mohammad Hussain Patel demised on April 07, 1998 leaving behind her 3 sons 1) Bashir Mohammad Patel, 2) Abdul Rab Mohammad Hussain Patel, 3) Abdul Salam Mohammad Hussain Patel, and 2 daughters 1) Rashida Abdul Rauf Bhatkar and 2) Hajira Nashir Mulla as her legal heirs.

- 3.2.11 It appears from the perusal of **mutation entry no. 1514 dated 24/06/2014** that, in respect order bearing no. 32G/Vadavali/07/1994 dated January 13, 2014 in Remand Case no. 03/2012 passed by Tahsildar and Agricultural Land Tribunal Thane, purchase price was determined which was to be paid by the tenant purchaser Smt. Nagubai Motiram Bhoir and others and charge of unpaid consideration was mentioned in other rights column.
- 3.2.12 It appears from the perusal of **mutation entry no. 1515 dated 26/06/2014** that, after payment of purchase price by the tenant purchasers in respect of the Second Property, Hon'ble Tahsildar and Agricultural Land Tribunal Thane have issued 32 M certificate bearing no. 47/2014 dated February 03, 2014 in favour of tenant purchasers Smt. Nagubai Motiram Bhoir and others.
- 3.2.13 It appears from the perusal of **mutation entry no. 1559 dated 26/02/2015** that, Nagubai Motiram Gavali demised on September 04, 2014 leaving behind son Mr. Ganesh Motiram Gavali and 5 married daughters viz. 1) Mrs. Kamalabai Sadanand Thakur, 2) Mrs. Manjuka Dilip Patil, 3) Mrs. Kalavati Baban Patil, 4) Mrs. Priya alias Hausabai Pandharinath Bhoir and 6) Mrs. Chhaya Mahendra Shinge as his legal heirs.
- 3.2.14 It appears from the perusal of **mutation entry no. 1601 dated 20/07/2015** that Mr. Ganesh Motiram Gavali and others conveyed and transferred the Second Property in favour of Mr. Mukesh Popatlal Dedhia and Mr. Manish Dhiraj Dedhia i.e. owners herein by executing Deed of Conveyance dated November 12, 2014, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN2/9113/2014.
- 3.2.15 It appears from the **mutation entry no. 1682 & 1819** as per Petition bearing no. 10204/2015 dated December 08, 2015 filed in Hon'ble High Court Mumbai and as per the instruction issued by Hon'ble Jambandi Ayukta dated December 03, 2015, the Second mutation entry pertains to facilitate computerization of land records and to remove inconsistency in the hand written record and computerized record.

3.3 Observations in respect of Revenue record of Third Property:
In Respect of 7/12 extract:

It appears from perusal of 7/12 extract dated June 27, 2022 that, the Third Property is owned by Manesh Ananata Patil and others.

In Respect of 6 D Mutation Entries:

- 3.3.1 **It appears from the mutation entry no. 70 dated March 19, 1928 that,** Kachrya Joma and Gopal Joma mortgaged the Third Property in favour of Mr. Suryakant Pandharinath Owalekar by executing Mortgage Deed dated February 18, 1928.
- 3.3.2 **It appears from the mutation entry no. 103 dated 23/09/1930 that,** the said mutation entry is not relevant to the Third Property.
- 3.3.3 **It appears from the mutation entry no. 214 dated 70/6/1941 that,** Kachrya Joma and Gopal Joma conveyed and transferred the Third Property in favour of Mr. Suryakant Pandharinath Owalekar by executing Sale Deed dated May 05, 1941.
- 3.3.4 **It appears from the mutation entry no. 279 dated 12/07/1961 that,** Second Property was declared as Tukda (Fragment) in accordance with the provisions of Prevention of Fragmentation and Consolidation of Holdings Act, 1947.
- 3.3.5 **It appears from the mutation entry no. 283 dated 27/03/1991 that,** name of Anant Gopal Patil was recorded as Tenant with respect to Third Property by virtue of order dated February 01, 1991 passed by Upper Tahasildar and Agricultural Land Tribunal and hence his name was recorded in the other rights column.
- 3.3.6 **It appears from the mutation entry no. 584 dated 01/12/2004 that,** Anant Gopal Patil demised on June 30, 2003 leaving behind wife Smt. Mangala Anant Patil, 2 sons viz. 1) Mr. Sunil Anant Patil and 2) Mr. Manesh Ananta Patil and 1 married daughter Mrs. Lalita Ravindra Sale as his only legal heirs.

- 3.3.7 **It appears from the mutation entry no. 585 dated 10/12/2004 that,** Mr. Suryakant Pandharinath Owalekar demised on June 06, 1974 leaving behind wife Smt. Shashikala Suryakant Owalekar (demised), 4 sons viz. 1) Mr. Manohar Suryakant Owalekar, 2) Mr. Machhindra Suryakant Owalekar, 3) Mr. Prakash Suryakant Owalekar and 4) Mr. Ramesh Suryakant Owalekar (demised) 4 married daughters viz. 1) Mrs. Nila K. Shroff, 2) Mrs. Sadhana S. Khedekar, 3) Mrs. Sapna K. Dhotre and 4) Mrs. Sunita J. Borgaonkar and one daughter in law Smt. Seema Ramesh Owalekar as his only legal heirs Mr. Laxmikant Pandharinath Owalekar demised on December 09, 1981 leaving behind wife Smt. Rajani Laxmikant Owalekar and 3 married daughters viz. 1) Mrs. Kanchan Kishor Gogad, 2) Shilpa Prakash Rele and 3) Mrs. Pallavi Deepak Mahimkar as his only legal heirs.
- 3.3.8 **It appears from the mutation entry no. 1682 & 1819 as per** Petition bearing no. 10204/2015 dated December 08, 2015 filed in Hon'ble High Court Mumbai and as per the instruction issued by Hon'ble Jambandi Ayukta dated December 03, 2015, the said mutation entry pertains to facilitate computerization of land records and to remove inconsistency in the hand written record and computerized record.
- 3.3.9 **It appears from the mutation entry no. 1988 dated 14/11/2019 that,** the Tahasildar and Agricultural Land Tribunal, Thane determined purchase price of the Third Property u/s. 32 (G) of Maharashtra Tenancy and Agricultural Lands Act, 1948 bearing order no. 32G/vadavaali/ 10/2019 dated 05/08/2019 to be paid by agricultural tenant Smt. Mangala Anant Patil and others to the landowners.
- 3.3.10 **It appears from the mutation entry no. 2007 dated 30/11/2019 that,** the Tahasildar and Agricultural Land Tribunal, Thane granted purchase certificate u/s. 32 M of Maharashtra Tenancy and Agricultural Lands Act, 1948 bearing certificate no. LSP-IIIV-P-012/C no.16/2019 dated 25/11/2019. The Tenant paid entire agreed purchase price determined u/s. 32 G accordingly the name of Tenant was mentioned in the occupants column.
- 3.3.11 **It appears from the mutation entry no. 2083 dated 02/09/2020 that,** the Sub-divisional Officer, Thane granted permission u/s. 43 of Maharashtra Tenancy and

Agricultural Lands Act, 1948 bearing order no. TD/Te-6/kuv/thane/vip/S.R.-3/2020/746 dated 02/07/2020.

3.4 Observations in respect of Revenue record of Fourth Property:

In Respect of 7/12 extract:

It appears from perusal of recent 7/12 extract dated 25/03/2023 that, the Fourth Property is owned by Owners herein.

In Respect of 6 D Mutation Entries:

- 3.3.12 **It appears from the mutation entry no. 149 dated 15/03/1935 that,** Kaluram Divdya Raut and Bhau Divdya Raut for himself and natural guardian of Jayram conveyed and transferred the Fourth Property in favour of Dhana Budhaji and company by executing Sale Deed dated February 24, 1935.
- 3.3.13 **It appears from the mutation entry no. 279 dated 12/07/1951 that,** the standard area was implemented as per the provisions of Fragmentation and Consolidation Act.
- 3.3.14 **It appears from the mutation entry no. 250 dated 02/08/1946 that,** Dhana Budhaji and company conveyed and transferred the Fourth Property in favour Mr. Mainuddin Ammasab Varekar by executing Sale Deed dated July 17, 1946.
- 3.3.15 **It appears from the mutation entry no. 273 dated 29/08/1950 that,** In pursuance of the Taluka order bearing no. TNC/WS/699 Mr. Gopal Ragho Raut was ordered to handover the possession of the Fourth Property in favour of Mr. Mainuddin Varekar.
- 3.3.16 **It appears from the mutation entry no. 378 dated 07/08/1956 that,** as per the Taluka order no. TNC 8113 dated 14/01/1956, the name of Mahadu Dama was recorded as tenant in respect of Fourth Property.
- 3.3.17 **It appears from the mutation entry no. 292 dated 26/05/1962 that,** Mr. Mainuddin Ammasab Varekar paid the mortgage consideration to mortgagee Mr. Rajaram Sakharam Bhagwat and thereby charge of Mr. Rajaram Sakharam Bhagwat was reduced from the revenue records.

- 3.3.18 **It appears from the mutation entry no. 481 dated 25/01/1958 that,** Mr. Mainuddin Ammasab Varekar conveyed and transferred the Fourth Property in favour of Mr. Arjun Gopal Patil and Mr. Padmakar Gopal Patil by executing Sale Deed dated November 21, 1952.
- 3.3.19 **It appears from the mutation entry no. 129 dated 01/11/1983 that,** As per the oral partition executed between family members of Padmakar Gopal Patil and Arjun Gopal Patil and accordingly the Fourth Property and other properties were apportioned to the share of Smt. Rukhmini Ramchandra Patil and others.
- 3.3.20 **It appears from the mutation entry no. 879 dated 28/01/2009 that,** Smt. Rukmini alias Rakhmabai Patil and others conveyed and transferred the Fourth Property in favour of Mr. Dhiraj P. Dedhia and Mr. Dipak V. Dedhia by executing Sale Deed dated December 21, and also executed Confirmation Deed on January 23, 2009 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/625/2009.
- 3.3.21 **It appears from the mutation entry no. 923 dated 06/07/2009 that,** As per the order dated May 02, 2009 passed by Tahsildar in the matter of 70B/Vadavli/33/2005, the Name of Mahadu Dama has been removed from column of other rights as simple tenant.
- 3.3.22 **It appears from the mutation entry no. 1682 & 1819 as per** Petition bearing no. 10204/2015 dated December 08, 2015 filed in Hon'ble High Court Mumbai and as per the instruction issued by Hon'ble Jambandi Ayukta dated December 03, 2015, the said mutation entry pertains to facilitate computerization of land records and to remove inconsistency in the hand written record and computerized record.
- 3.3.23 **It appears from the mutation entry no. 2179,** dated 06/10/2021 that, Mr. Dhiraj P. Dedhia and Mr. Dipak V. Dedhia partners of M/s. Poorvi Enterprises conveyed and transferred the Fourth Property in faovur of Owner herein i.e. M/s. Aarti Estates represented by partners Mr. Mukesh Dedhia and Mr. Manish Dedhai by executing Sale Deed dated 06.10.2021 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/19198/2021.

3.3.24 **It appears from the mutation entry no. 2251**, dated 08/04/2022 that, as per the order of Tahasildar bearing no. Mahasul/kaksh-1/Hakkanond-1/Te-3/kavi 1488/2022 dated 28.03.2022 and as per the order of Deputy Inspector of Land Records, bearing order no. Du.li/po.hi.mo.ra.no.2198/2021- mauje vadvali/du.r.no. 2466/2021 dated 23.09.2021 hissa form no. 12 prepared accordingly the Said Entire Property has been subdivided and renumbered as follows:

Survey no. 7/8/1 admeasuring 1000 square meters (Fourth Property)

Survey no. 7/8/2 admeasuring 410 square meters.

4) In respect of Search Report with the Sub- Registrar of Assurances.

4.1 In respect of First Property:

Search Report issued by Mr. Vishal Gaikwad, Searcher, in the office of The Sub-Registrar of Assurances at Thane 1, 2, 5, 7, 8, 9, 10, 11, 12 and 13 for the period of year 1989 to 2022 (20/02/2019) & 20/02/2019 to 08/08/2022 was placed before me.

- i. No entries are recorded for the Year 2006, 2007, 2008, 2010 to 2018.
- ii. Relevant transactions were recorded in the Year 2003, 2007, 2021.

4.2 In respect of Second Property:

Report issued by Mr. Vishal Gaikwad, Searcher, in the office of The Sub-Registrar of Assurances at Thane 1, 2, 5, 7, 8, 9, 10, 11, 12 and 13 for the period of year 1989 to 2019 (20/02/2019) & 20/02/2019 to 08/08/2022 was placed before me.

- i. No transactions are recorded in the year 1989 to 2008, 2010 to 2012 and 2018 to 2022. (Till date upto 08/08/2022).
- ii. Relevant transactions are recorded in 2009, 2013, 2014, 2015, 2016 & 2017.

4.3 In respect of Third Property:

Search Report issued by Mr. Vishal Gaikwad, Searcher, in the office of The Sub-Registrar of Assurances at Thane 1, 2, 5, 7, 8, 9, 10, 11, 12 and 13 for the period

of year 1989 to 2019 (20/02/2019) & 20/02/2019 to 08/08/2022 was placed before me.

- i. No transactions are recorded in the year 1990 to 2004, 2006 to 2017 and till 08/08/2022.
- ii. Relevant transactions are recorded in 1989, 2005 and 2018, 2019

4.4 In respect of Fourth Property:

Search Report issued by Mr. Vishal Gaikwad, Searcher, in the office of The Sub-Registrar of Assurances at Thane 1, 2, 5, 7, 8, 9, 10, 11, 12 and 13 for the period of 30 years from 1992 to 08/08/2022 was placed before me.

- i. No entries are recorded for the Year 1992, 1993, 1995-2002, 2004-2008, 2010-2020.
- ii. Relevant transactions were recorded in the Year 1994, 2003, 2009, 2021, 2022.

5) In respect of Title Deeds :

5.1 First Property:

i. Development of Agreement:

Mr. Krushna Mahadu Raut and 41 others granted development rights of the First Property in favour of Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia by executing Development Agreement dated 26/08/2005. Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia have executed Deed of Declaration dated 08/01/2007 and thereby registered the aforesaid Development agreement with the Sub-Registrar of Assurances, Thane at serial no. TNN-1/104/2007.

ii. Supplementary Agreement:

Mr. Krushan Mahadu Raut and 19 others executed supplementary agreement of the First Property in favour of Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/12469/2010 and also executed power of attorney on even date which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/1098/2010.

iii. Release Deed:

Smt. Vimal Ramesh Patil and 3 others released and relinquished all their rights, title and interest in respect of First Property in favour of Mahadev Krushna Raut by executing Release Deed dated 04/08/2015 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/8944/2015.

iv. Supplementary Agreement:

Mr. Motiram Krushna Raut and 9 others executed Supplementary Agreement dated 04/08/2015 in favour of Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/8940/2015 and also executed power of attorney on even date which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/8942/2015.

v. Supplementary Agreement:

Smt. Kalpana Damodar Raut and 4 others executed Supplementary Agreement dated 10/08/2015 in favour of Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/9238/2015 and also executed power of attorney on even date which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/9239/2015.

vi. Supplementary Agreement:

Mr. Parshuram Shanivar Bhoir and 25 others executed Supplementary Agreement dated 12/08/2015 in favour of Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/9431/2015 and also executed power of attorney on even date which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/9432/2015.

vii. Sale Deed:

Mr. Mahadev Krushna Raut and 12 others in confirmation with Mr. Parshuram Shanivar Bhoir and 20 others conveyed and transferred the First Property in

favour of Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia by executing Sale Deed dated 26/10/2015 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/7626/2015.

viii. Confirmation Deed:

Mr. Mahadev Krushna Raut and 4 others confirmed the sale deed of Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia under the Development Agreement dated 26/08/2005 by executing Deed of Confirmation dated 30/11/2015 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/8324/2015 and further executed power of attorney on even date which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/8325/2015.

ix. Confirmation Deed:

Smt. Banibai Balaram Gawali and 23 others confirmed the sale deed of Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia under the Development Agreement dated 26/08/2005 by executing Deed of Confirmation dated 31/03/2016 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-9/3726/2016.

x. Supplementary Agreement:

Mr. Vishwanath Balaram Gawali and 4 others executed Supplementary Agreement dated 06/10/2020 in favour of Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/12663/2020.

xi. Transfer Deed :

Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia being partners of Developers herein and others executed Transfer Deed dated 14/01/2021 in favour of Thane Municipal Corporation which is duly registered with the Sub-registrar of Assurances, Thane at serial No. TNN-1/616/2021 and thereby handed over portion admeasuring 1010 square meters which is reserved for Park Reservation from and out of First Property in favour of Thane Municipal Corporation.

5.2 Second Property:

a) Agreement for Sale & Development Agreement

Mr. Mohammad Idris Mamud Patel and 11 others granted exclusive development rights and further agreed to sell the Second Property in favour of M/s. Nandkrupa Builders by executing Agreement for Sale and Development dated November 12, 2009 which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-5/10142/2009.

b) Power of Attorney:

Mr. Mohammad Idris Mamud Patel and others also executed Power of Attorney dated November 17, 2009 in favour of the partners M/s. Megabuild Spaces (previously known as M/s. Nandkripa Builders), which is duly authenticated with the Sub Registrar of Assurances, Thane at serial no. 543/2009.

c) Agreement for Sale:

Smt. Nagubai Motiram Gavali and others agreed to sell and convey the Second Property in favour of Mr. Mukesh Popatlal Dedhia and Mr. Manish Dhiraj Dedhia i.e. Owners herein by executing Agreement for Sale dated December 03, 2013, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-5/11970/2013.

d) Power of Attorney:

Smt. Nagubai Motiram Gavali and others executed Power of Attorney dated December 03, 2013, in favour of Mr. Mukesh Popatlal Dedia and Manish Dhiraj Dedia/ Shah, i.e. owners herein which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-5/11971/2013.

e) Deed of Conveyance:

Mr. Ganesh Motiram Gavali and others conveyed and transferred the Second Property in favour of Mr. Mukesh Popatlal Dedhia and Mr. Manish Dhiraj Dedhia i.e. Owners herein by executing Deed of Conveyance dated November 11, 2014, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN2/9113/2014.

f) Deed of Confirmation

Mr. Datta Gajanan Gavali and others executed Deed of Confirmation dated October 27, 2015 in favour of Mr. Mukesh Popatlal Dedia and Manish Dhiraj Dedia/ Shah, which is duly registered with the Sub Registrar of Assurances, Thane at serial no.TNN-9/7448/2015.

g) Power of Attorney:

Mr. Datta Gajanan Gavali and others executed Power of Attorney dated October 27, 2015 in favour of Mr. Mukesh Popatlal Dedia and Manish Dhiraj Dedia/ Shah, i.e. owners herein which is duly registered with the Sub Registrar of Assurances, Thane at serial no.TNN-9/7449/2015.

h) Deed of Confirmation

Mrs. Motibai Namdev Gavali and others executed Deed of Confirmation dated February 12, 2016 in favour of Mr. Mukesh Popatlal Dedia and Manish Dhiraj Dedia/ Shah, which is duly registered with the Sub Registrar of Assurances, Thane at serial no.TNN-9/2178/2016.

i) Power of Attorney:

Mrs. Motibai Namdev Gavali and others executed Power of Attorney dated February 12, 2016 in favour of Mr. Mukesh Popatlal Dedia and Manish Dhiraj Dedia/ Shah, i.e. owners herein which is duly registered with the Sub Registrar of Assurances, Thane at serial no.TNN-9/2179/2016.

j) Deed of Settlement:

M/s. Megabuild Spaces (previously known as M/s. Nandkripa Builders), Cyma Realty Private Limited and M/s. Merit Magnum Construction (previously known as M/s. Vimal Builders) have executed Deed of Settlement dated February 18, 2017 in favour of 1) Mr. Mukesh Popatlal Dedhia and 2) Mr. Manish Dhiraj Dedhia i.e. Owners herein. The said Deed of Settlement is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN12/386/2017.

k) Substituted Power of Attorney:

M/s. Megabuild Spaces (previously known as M/s. Nandkripa Builders) represented by its partners 1) Mr. Kishor N. Shah, 2) Mr. Vimal Kishor Shah and 3) Mr. Nainesh Kishor Shah have executed Substituted Power of Attorney dated February 18, 2017 in favour of 1) Mr. Mukesh Popatlal Dedhia and 2) Mr. Manish Dhiraj Dedhia. The said Power of Attorney is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-12/387/2017.

5.3 Third Property:

a) Development Agreement:

Mr. Anant Gopal Patil for himself and as natural guardian of master Sunil Patil, Lalit Patil and Manesh Patil granted exclusive development rights of the Third property in favour of Mr. Dhiraj Popatlal Dedhia by executing Development Agreement dated January 27, 1989, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN1/845/1989.

Development Agreement:

- b)** Mr. Manohar Suryankant Owalekar and 14 Others granted exclusive development rights of the Third property in favour of Mr. Dhiraj Popatlal Dedhia by executing Development Agreement dated October 6, 1990, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN1/5030/1994.

c) Development Agreement:

Smt. Mangala Anant Patil and others granted exclusive development rights of the Third property in favour of Mr. Mangalprabhat Gumanlal Lodha by executing Development Agreement dated February 14, 2005, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN/5/1228/2005.

d) Power of Attorney:

Smt. Mangala Anant Patil and others have executed Power of Attorney dated February 14, 2005 in favour of Mr. Mangalprabhat Gumanlal Lodha, which is duly authenticated with the Sub Registrar of Assurances, Thane at serial no. 163/2005.

e) Deed of Settlement and Assignment:

Mr. Dhiraj Popatlal Dedhia and Mr. Mangalprabhat Gumanlal Lodha executed Deed of Settlement and Assignment dated July 11, 2018 and thereby assigned development rights in respect of Third Property in favour of Mr. Dhiraj Dedhia, the said Deed is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN5/9863/2018.

f) Substituted Power of Attorney:

Mr. Mangalprabhat Gumanlal Lodha has executed Power of Attorney dated July 11, 2018 in favour of Mr. Dhiraj Popatlal Dedhia, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN5/9864/2018.

g) Agreement For Sale :

Smt. Mangala Anant Patil and 3 others agreed to sell and convey the Third Property in favour of M/s. Aarti Estate through its Partner Mr. Mukesh Popatlal Dedhia and Mr. Manish Dhiraj Dedhia i.e. Owners herein by executing Agreement for Sale dated October, 24, 2019, which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-5/18125/2019.

h) Power of Attorney:

Smt. Mangala Anant Patil and 3 others and others executed Power of Attorney dated October 24, 2019, in favour of M/s. Aarti Estate through its partner Mr. Mukesh Popatlal Dedhia and Manish Dhiraj Dedhia/ Shah, i.e. owners herein which is duly registered with the Sub Registrar of Assurances, Thane at serial no. TNN-5/18126/2019.

h) Transfer Deed :

Mr. Dhiraj Popatlal Dedhia, Mr. Mukesh Popatlal Dedhia and Mr. Manish Dhiraj Dedhia being partners of Developers herein and others executed Transfer Deed dated 14/01/2021 in favour of Thane Municipal Corporation which is duly registered with the Sub-registrar of Assurances, Thane at serial No. TNN-1/617/2021 and thereby handed over portion admeasuring 40 square meters which is reserved for Road Reservation from and out of First Property, Second and Third Property in favour of Thane Municipal Corporation.

5.3 Fourth Property:

i) Agreement

Smt. Smt. Rukhmini alias Rakhamabai Patil and others have assigned the development rights of the Said Entire Property and further agreed to sell and convey the Said Entire Property by executing Agreement dated November 25, 1994 in favour of M/s. Cyma Realty Pvt. Ltd. which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-1/6391/1994.

ii) Agreement

Smt. Rukhmini alias Rakhamabai Patil and others have assigned the development rights of the Said Entire Property and further agreed to sell and convey the Said Entire Property by executing Agreement dated September 04, 2003 in favour of M/s. Poorvi Enterprises which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/5713/2003.

iii) Sale Deed:

Smt. Rukhmini alias Rakhamabai Patil and others sold, conveyed and transferred the Said Entire Property by executing Sale Deed dated December 21, 2007 in favour of Mr. Dhiraj P. Dedhia and Mr. Dipak V. Dedhia being partners of M/s. Poorvi Enterprise.

iv) Confirmation Deed:

The Sale Deed dated December 21, 2007 was not lodged for registration and therefore the parties to the said sale deed executed Confirmation Deed in favour of Mr. Dhiraj P. Dedhia and Mr. Dipak V. Dedhia and thereby confirmed the Sale Deed dated December 21, 2007 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-5/625/2009.

v) Sale Deed:

Mr. Dhiraj P. Dedhia and Mr. Dipak V. Dedhia partners of M/s. Poorvi Enterprises conveyed and transferred the Fourth Property in favour of Owner herein i.e. M/s. Aarti Estates represented by partners Mr. Mukesh Dedhia and Mr.

Manish Dedhai by executing Sale Deed dated 06.10.2021 which is duly registered with the Sub-Registrar of Assurances, Thane at serial no. TNN-2/19198/2021.

vi) Settlement Deed:

M/s. Poori Enterprises through its partner Mr. Deepak Dedhia through its Power of Attorney Holder Mr. Mahendra Patel and others entered into settlement Deed in favour of M/s. Cyma Realty Pvt. Ltd. through its director Mr. Arvind L.Sharma in respect of the said entire property by deed executed on 10.02.2022 and registered on 15.0.2022 in the S.R.O. Thane at serial No. TNN-2/3323/2022.

vii) Transfer Deed:

Mr. Dhiraj Popatlal Dedhia and Mr. Mukesh Popatlal Dedhia being partners of Developers herein and others executed Transfer Deed dated 14/01/2021 in favour of Thane Municipal Corporation which is duly registered with the Sub-registrar of Assurances, Thane at serial No. TNN-1/616/2021 and thereby handed over portion admeasuring 410 square meters which is reserved for Park Reservation from and out of First Property in favour of Thane Municipal Corporation.

6) IN RESPECT OF VARIOUS PERMISSIONS AND SANCTIONS:

i. Permission u/s. 43 of Maharashtra Tenancy & Agricultural lands Act, 1948:

In respect of First Property:

The Sub-divisional officer, Thane granted permission u/s. 43 of Maharashtra Tenancy and Agricultural Lands Act, 1948 bearing permission No. TDTE-6/KUV/VIP/SR-76/2015 dated 11.09.2015.

In respect of Second Property:

The Sub-divisional Officer, Thane granted permission u/s. 43 of Maharashtra Tenancy and Agricultural Lands Act, 1948 bearing order no. TD/TE.6/KUV/THANE/ VIP/S.R.-75/14 dated 12/09/2014.

In respect of Third Property:

The Sub-divisional Officer, Thane granted permission u/s. 43 of Maharashtra Tenancy and Agricultural Lands Act, 1948 bearing order no. TD/Te-6/kuv/thane/vip/S.R.-3/2020/746 dated 02/07/2020.

ii. Commencement certificate:

The Thane Municipal Corporation has granted commencement certificate dated 20.10.2020 in respect of Said Property. The Thane Municipal Corporation has granted revised commencement certificate dated 19/07/2023 bearing no. S06/0321/19 TMC/TDD/4446/23 in respect of Said Property.

iii. Letter of Intent:

The Thane Municipal Corporation has granted Letter of Intent dated 21/12/2022 in respect of Said Property bearing no. TMC/TDD-29/3842.

7) Conclusion :-

- 7.1 On behalf of the Owners we have verified the title of the owners to the Said Entire Property on request of the Owners to ascertain the status of the property.
- 7.2 We have perused the certified copies and plain copies of document of title relating to the property which are known to us to be relevant for the purpose of this report.
- 7.3 The Owners has represented us that, there is no litigation is pending before any court, authority and tribunal with respect to the Said Entire Property.
- 7.4 We have been provided search report with the Sub Registrar of Assurances for the period of 1989 to 2022. Therefore opinions and observations shall be qualified and restricted to the said period and also to the extent of availability of record only, as it appears that in some of the cases record unavailable.
- 7.5 The partners of the Developers have executed several agreements in respect of Said Entire Property in the capacity of being partners of the Developers. The 7/12 Extract of certain properties out of Said Entire Property still reflects the individual name of the partners of the Developers Firm however, the partnership firm M/s. Aarti Estates have paid the entire consideration to the concerned original landowners of the Said Entire Property. Therefore, M/s. Aarti Estates,

i.e. the Developers herein, are well and sufficiently entitled to develop the Said Entire Property.

- 7.6 The information given in this report arises from the examination of the Searches and inquiries to the extent of document provided by the Owners for perusal of record.
- 7.7 In my opinion, title of Owners for the Said Entire Property is clear and Marketable.

Date : 11.08.2023

Place : Thane



Advocate Shankar R. Barud