

FORMAT A

To,
MahaRERA,
Mumbai

LEGAL TITLE REPORT

Sub : Title clearance certificate with respect to Survey No. 20 Hissa No.1/A admeasuring 340 sq. mtrs and Survey No. 20 Hissa No. 1/B admeasuring 2400 sq. mtrs aggregating 2395 sq.mtrs out of 2740 sq.mtrs **(First Property)**, Survey No. 20 Hissa No. 2/B/1 is subdivided into Survey No. 20 Hissa No. 2/B/1/A admeasuring 150 sq. mtrs and Survey No. 20 Hissa No. 2/B/1/B admeasuring 2850 sq. mtrs aggregating 3000 sq. mtrs **(Second Property)**, Survey No. 21 Hissa No. 9 admeasuring 3240 sq. mtrs **(Third Property)**, Survey No. 21 Hissa No.11A admeasuring 7840 sq. mtrs **(Fourth Property)**, Survey No. 22 Hissa No. 1 admeasuring 1550 sq. mtrs **(Fifth Property)**, Survey No. 22 Hissa No.5 admeasuring 2130 sq. mtrs **(Sixth Property)**, Survey No. 23 Hissa No. 2/1 admeasuring 1060 sq. mtrs **(Seventh Property)**, Survey No. 23 Hissa No. 3/1 admeasuring 1320 sq. mtrs **(Eighth Property)**, Survey No. 23 Hissa No. 4 admeasuring 660 sq. mtrs **(Nineth Property)** situated at Village Vadavali, Taluka & District Thane.

(First property to Nineth property are hereinafter collectively referred as Said Property)

I have investigated the title of the said property on the request of Puranik Tokyo Bay Pvt. Ltd. (formerly known as Sai Pushp Enterprises) **(Developer)**, having its office at : Puranik's One, Kanchan Pushp, Opp. Suraj Water Park, G.B. Road, Thane (W).

A. Description of the property :

Survey No. 20 Hissa No.1/A admeasuring 340 sq. mtrs and Survey No. 20 Hissa No. 1/B admeasuring 2400 sq. mtrs aggregating 2395 sq.mtrs out of 2740 sq.mtrs **(First Property)**, Survey No. 20 Hissa No. 2/B/1 is subdivided into Survey No. 20 Hissa No. 2/B/1/A admeasuring 150 sq. mtrs and Survey No. 20 Hissa No. 2/B/1/B admeasuring 2850 sq. mtrs aggregating 3000 sq. mtrs **(Second Property)**, Survey No. 21 Hissa No. 9 admeasuring 3240 sq. mtrs **(Third Property)**, Survey No. 21 Hissa No.11A admeasuring 7840 sq. mtrs **(Fourth Property)**, Survey No. 22 Hissa No. 1 admeasuring 1550 sq.

mtrs **(Fifth Property)**, Survey No. 22 Hissa No.5 admeasuring 2130 sq. mtrs **(Sixth Property)**, Survey No. 23 Hissa No. 2/1 admeasuring 1060 sq. mtrs **(Seventh Property)**, Survey No. 23 Hissa No. 3/1 admeasuring 1320 sq. mtrs **(Eighth Property)**, Survey No. 23 Hissa No. 4 admeasuring 660 sq. mtrs **(Nineth Property)** situated at Village Vadavali, Taluka & District Thane.

B. The documents of allotment

Sr. No.	Survey No.	Documents
1	Survey No. 20 Hissa No.1/A admeasuring 340 sq. mtrs and Survey No. 20 Hissa No. 1/B	1. Agreement for Sale dated 24/8/1993 registered vide Sr. No. 2723/1993. 2. Development Agreement dated 24/10/2005, registered vide serial no. TNN2-6713/2005 on 26/10/2005. 3. Deed of Conveyance dated 14/5/2011 registered vide serial no. TNN5-6072/2011 on 24/6/2011. 4. Assignment of Development Rights dated 3/6/2014, registered vide Serial No:-TNN2/ 4590/2014. 5. Deed of Confirmation dated 14/8/2014, registered vide Sr. No. TNN2/6766/2014. 6. Confirmation Deed dated 27/8/2014 registered vide Sr. No. TNN2/7088/2014. 7. Confirmation Deed dated 16/9/2014 registered vide Sr. No TNN2/7565/2014. 8. Agreement for Sale and Development, dated 4/9/2014, registered vide Serial No. TTN5/8998/2014. 9. Deed of Coveyance dated 18/3/2019, Registerd vide Sr. No. TNN9/3620/2019.
2	Survey No. 20 Hissa No. 2/B/1/A admeasuring 150 sq. mtrs and Survey No. 20 Hissa No. 2/B/1/B	1. Development Agreement dated 3/2/1999 registered vide Sr.No. TNN1/796/1999. 2. Development Agreement dated 26/10/2005, registered vide Sr. No. TNN2/6712/2005. 3. Agreement for Assignment of Development Rights dated 3/6/2014, registered vide Sr. No. TNN2/4588/2014. 4. Deed of Rectification cum Confirmation Deed dated 21/11/2014, registered vide Serial no. TNN2-9485/2014. 5. Deed of Coveyance dated 18/3 2019, registered vide Sr. No. TNN9/3621/2019.

3	Survey No. 21 Hissa No. 9	1. Development Agreement dated 7/4/2000, registered vide Sr. No. TNN-1/2211 /2000. 2. Development Agreement dated 24/10/2005, registered vide Sr. No.TNN2/6711/2005. 3. Agreement of Assignment of Development Right dated 3/5/2014, registered vide Sr. No.TNN-2/4595/2014 4. Deed of Conveyance dated 31/3/2016, registered vide Sr. No. TNN-12/588/2016 on 1/04/2016.
4	Survey No. 21 Hissa No.11A	1. Agreement for Sale dated 24/8/1993 2. Agreement for Assignment of Development Rights dated 27/8/2007, registered vide Sr. No. TNN1/4721/2007. 3. Deed of Conveyance dated 29/4/2011, registered vide Sr. No.TNN5-04128/2011 on 30/4/2011. 4. Agreement for Sale and Development dated 8/4/2014, registered vide Sr. No. TNN5/6616/2014. 5. Agreement for Sale and Development dated 21/10/2014, registered vide Sr. No. TNN5/10085/2014. 6. Confirmation Deed dated 14/8/2014, registered vide Sr.TNN-2/6766/2014. 7. Deed of Confirmation dated 27/8/2014 registered vide Sr. No. TNN-2-7088/2014. 8. Deed of Confirmation dated 16/9/2014, registered vide Sr. No. TNN-2/7565/2014. 9. Deed of Conveyance dated 30/9/2015, registered vide Sr. No. TNN9/6809/2015 on 1/10/2015. 10. Deed of Conveyance dated 30/9/2015, registered vide Sr. No. TNN9/6810/2015 on 1st October, 2015.
5	Survey No. 22 Hissa No. 1	1. Deed of Conveyance dated 20/7/1974 registered vide Serial No. 490/1974. 2. Development Agreement dated 10/7/2006 registered at Serial No. 5283/2006. 3. Agreement for Sale and Development dated 16/9/2014, registered at Serial No.TNN-5/8999/2014.
6	Survey No. 22 Hissa No.5	1. Development Agreement dated 7/4/2000, registered at Sr. No. TNN-1/2214 /2000. 2. Confirmation Deed dated 19/1/2007, registered at Sr. No.TNN5/576/2007 on 19/1/2007. 3. Agreement for Sale cum Development dated 8/10/2014, registered at Sr. No.TNN-5/9583/2014. 4. Deed of Conveyance dated 28/3/2016, registered vide Sr. No. TNN-12/719/2016 on 18/04/2016.

7	Survey No. 23 Hissa No. 2/1	1. Deed of Conveyance dated 20/7/1974, registered at Serial No. 490/1974. 2. Development Agreement dated 10/7/2006, registered at Serial No. 5283/2006. 3. Agreement for Sale and Development dated 16/9/2014, registered at Serial No.TNN-5/8999/2014.
8	Survey No. 23 Hissa No. 3/1	1. Deed of Conveyance dated 20/7/1974, registered at Serial No. 490/1974. 2. Development Agreement dated 10/7/2006, registered at Serial No. 5283/2006. 3. Agreement for Sale and Development dated 16/9/2014, registered at Serial No.TNN-5/8999/2014.
9	Survey No. 23 Hissa No. 4	1. Deed of Conveyance dated 20/7/1974 registered at Serial No. 490/1974. 2. Development Agreement dated 10/7/2006 registered at Serial No. 5283/2006. 3. Agreement for Sale and Development dated 16/9/2014, registered at Serial No.TNN-5/8999/2014. 4. Agreement for Right of Way dated 19/11/2015 executed between Developer and Annapurnalife registered vide Sr. No. TNN9/8032/2015.

C. 7/12 extract of First property to Nineth Property are issued by Talathi Vadavali, Taluka and District Thane dated 2/4/2025.

- 1) The Mutation Entries of the First Properties :** 250, 378, 472, 768, 48, 178, 179, 181, 284, 658, 824, 1269, 1296, 1320, 1476, 1677, 1834, 1883, 1964 & 2250
- 2) The Mutation Entries of the Second Properties :** 255, 361, 362, 421, 485, 584, 1075, 1269, 1320, 1709, 1815, 1821, 1964 & 2473
- 3) The Mutation Entries of the Third Properties :** 126, 222, 265, 279, 451, 1349, 1732, 1758, 1801 & 2383
- 4) The Mutation Entries of the Fourth Properties :** 284, 658, 664, 824, 1297, 1450, 1471, 1673, 1674, 1834, 2383
- 5) The Mutation Entries of the Fifth Properties :** 76, 201, 253, 279, 548, 768, 772, 680, 915, 1834, 2075, 2254

6) The Mutation Entries of the Sixth Properties : 126, 222, 265, 279, 451, 1352, 1731, 1758, 1801, 1963, 2383

7) The Mutation Entries of the Seventh Properties : 201, 253, 279, 768, 772, 680, 889, 915, 1834, 2075, 2254

8) The Mutation Entries of the Eighth Properties : 201, 253, 279, 768, 772, 680, 889, 915, 1834, 2075, 2254

9) The Mutation Entries of the Ninth Properties : 201, 253, 548, 768, 772, 680, 915, 1682, 1834, 2075, 2254

D. Search Report issued by Mr. Ramesh Dhalpe for the period of year 1950 to 2012 and Mr. Akshay Kinjale for the period 2012 to 17/10/2019 on 17/10/2019, for period from 17/10/2019 to 3/9/2021 on 3/9/2021 and 3/9/2021 to 23/11/2021 and 23/11/2021 to 25/1/2022 and 25/1/2022 to 12/10/2022 and 12/10/2022 to 4/9/2023 and 4/9/2023 to 3/4/2025.

E. On Perusal of the above-mentioned documents and all other relevant documents relating to title of the said property. The Said Property is clear, marketable and Developer has absolute rights to develop the Said Larger Property. The Said Larger Property is mortgaged to Phoenix Arc Pvt. Ltd.

Owners of the said property

1. Survey No. 20 Hissa No.1/A admeasuring 340 sq. mtrs and Survey No. 20 Hissa No. 1/B admeasuring 2400 sq. mtrs - Puranik Tokyo Bay Pvt. Ltd.
2. Survey No. 20 Hissa No. 2/B/1/A and Survey No. 20 Hissa No. 2/B/1/B - Puranik Tokyo Bay Pvt. Ltd.
3. Survey No. 21 Hissa No. 9 - Puranik Tokyo Bay Pvt. Ltd.
4. Survey No. 21 Hissa No.11A - Puranik Tokyo Bay Pvt. Ltd.
5. Survey No. 22 Hissa No. 1 - Janardhan Atmaram Patil
6. Survey No. 22 Hissa No.5 - Puranik Tokyo Bay Pvt. Ltd.

7. Survey No. 23 Hissa No. 2/1 - Janardhan Atmaram Patil
8. Survey No. 23 Hissa No. 3/1 - Janardhan Atmaram Patil
9. Survey No. 23 Hissa No. 4 - Janardhan Atmaram Patil

Qualifying remarks of Said Property :

- a. I have presumed that the documents as shown to me are final and have not been amended or modified in any manner.
- b. I presume that in relation to the documents provided to me such documents are within the capacity and powers of and have been or shall be duly authorized, executed and delivered by and are binding on the parties thereto.
- c. This opinion does not extend to any oral amendments of any term of the aforementioned documents, which may be amended orally by the parties and substantiated by their conduct despite provisions in the aforementioned documents to the contrary;
- d. I have not taken search in the court for litigation regarding the said property. This opinion does not cover any litigation, suits etc. filed in any court in respect of the said property except the details of litigation disclosed in the report which is provided by the developer.
- e. All information including documents that has been supplied to me has been accepted as being correct unless otherwise stated.
- f. It may be pertinent to note that searches at the office of the Sub-Registrar of Assurances are subject to availability of records and also to records being torn and mutilated. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated.
- g. I have not invited objection for issue of Title Certificate in the news paper.
- h. I have taken at most care and made due diligence before issuance of this title certificate.

Sachin J. Katkar
Advocate, MAH 1231/2000

The Report reflecting the flow of the title of the owner and developer on the said property is enclosed herewith as annexure.

Dated this 7th day of May, 2025



Sachin J. Katkar
Sachin J. Katkar
Advocate

FORMAT A

FLOW THE TITLE OF THE FIRST PROPERTY

Property : Piece & parcel of land being bearing Survey No. 20 Hissa No.1/A admeasuring 340 sq. mtrs and Survey No. 20 Hissa No. 1/B admeasuring 2400 sq. mtrs (Said Property) aggregating 2395 sq.mtrs out of 2740 sq.mtrs.(Larger Property), lying being and situate at Village Vadavali, Taluka & District Thane.

Owner : Puranik Tokyo Bay Pvt. Ltd. (formerly known as Sai Pushp Enterprises)

Developer : Puranik Tokyo Bay Pvt. Ltd. (formerly known as Sai Pushp Enterprises)

For investigation of title I have perused the Following documents:

- A.** Latest 7/12 extracts.
- B.** 7/12 extracts for last 50 years
- C.** Relevant Mutation entries.
- D.** Search Report
- E.** Permission
- F.** Title Deeds

A. In respect of Latest 7/12 extracts

By Conveyance Deed dated 18th March, 2019, the said Property is owned by Puranik Tokyo Bay Pvt. Ltd. (formerly known as Sai Pushp Enterprises).

B. In respect of 50 years of 7/12 extracts

It appears from the 7/12 extract of 50 years that, the said Larger property was originally owned by Kalya Pandu.

C. In respect of 6 D Mutation Entries :

1. It appears from the mutation entry no. 250 dated 28/8/1946 that, the Dhana Budhaji executed Conveyance Deed in favour of Menudin Aba Vadekar for Rs. 6600/- dated 17/7/1926. But said mutation entry is not relevant with the said Property, because above survey number is not reflected in the Mutation Entry.

2. It appears from the mutation entry no. 378 dated 7/8/1956 that, as per the Tenancy order no. TNC 8113 dated 14/1/1956 that Shingo Pandu is declared as protected tenant and Ayaysha Bibi is declared as Simple Tenant for the said property and Kalya Pandu is occupant of the said Property.
3. It appears from the mutation entry no. 472 dated 13/8/1957 that, the Shimlya Gandlya is declared as protected tenant but, he is not personally cultivating the said property. So as per oral order his name is removed.
4. It appears from the mutation entry no. 768 dated 11/6/1974 that, Aishayabibi Sirajuddin Bharmar died on 26/5/1974 leaving behind him following legal heirs : 1) Mohammad Ali Sirajuddin (Son) 2) Rafik Ahmad Sirajuddin (Son) 3) Mohammad Hanif Sirajuddin (Son) 4) Najir Ahmad Sirajuddin (Son) Bharmar. As all are staying under one roof so, as an undivided family name of Mohammad Ali Sirajuddin Bharmar was recorded in the record of rights of the said Property.
5. It appears from the mutation entry no. 48 dated 13/10/1977 that, the Ali Saheb Amir Saheb died on or about in the year 1968 leaving behind him following legal heirs : 1) Ibrahim Ali Saheb (Son) 2) Usman Ali Saheb (Son) 3) Abdul Rehman alis Balu Ali Saheb (Son) 4) Mohammad Sarif (Son) 5) Najir Ali Saheb (Son) 6) Sumrabhi Ali Saheb (Wife) 7) Habiba Mohammad Husen (Daughter).(the said mutation is not relevant to the said Property)
6. It appears from the mutation entry no. 178 dated 10/4/1986 that, As per the order of Additional Tahsildar in 1/ 30/9/1966 the name of Aiyashabi Shirajuddin Bharmar and her legal heir Mohammad Ali Sirajuddin Bharmar's name as a tenant were removed from the other rights column of the said Property.
7. It appears from the mutation entry no. 179 dated 10/4/1986 that, As per the order of Additional Tahsildar in TNC/72/77 dated 7/8/1978 the name of Parshuram Gopal Patil is removed from the crop entries column of the said Property.
8. It appears from the mutation entry no. 181 dated 17/6/1986 that, the Dattatray Pandurang Patil & Mainabai Pandurang Patil died intestate on or about in the year 1981-82 leaving behind him following legal heirs : 1) Ramdas Dattatray Patil 2) Shevantibai Moreshwar Patil. Their relationship

is not clear, but they conveyed the said property as stated in the flow of title.

9. It appears from the mutation entry no. 284 dated 27/3/1991 that, the Kalya Pandu Patil died on or about in the year 1989 leaving behind him following legal heirs : 1) Nandkumar Kalya Patil (Son) 2) Valmik Kalya Patil (Son) 3) Anant Kalya Patil (Died, Son) him legal heirs Chandribai Anant Patil 4) Jijabai Harishchandra Patil (Died Daughter) her legal heirs : i) Vinod Harishchandra Patil (Son) ii) Gangabai Harishchandra Patil (Daughter). The names of deceased persons are removed from record of rights and name of Legal heirs of deceased are recorded in the record of rights.
10. It appears from the mutation entry no. 658 dated 26/7/2006 that, the Nandkumar Kalya Patil died on 12/3/1996 leaving behind him following legal heirs : 1) Vanita Nandkumar Patil (Wife) 2) Yogita Nandkumar Patil (Daughter) 3) Sarita Nandkumar Patil (Daughter) 4) Yogesh Nandkumar Patil (Son) 5) Kavita Nandkumar Patil (Daughter). The name of deceased person is removed from record of rights and name of Legal heirs of deceased are recorded in the record of rights.
11. It appears from the mutation entry no. 824 dated 3/7/2008 that, the Manish Ramdas Patil died on 13/4/2008 leaving behind his following legal heirs : 1) Vaishali Manish Patil (Wife) 2) Yukta Manish Patil (Daughter). The name of deceased person is removed from record of rights and name of Legal heirs of deceased are recorded in the record of rights.
12. It appears from the mutation entry no. 1269 dated 5/11/2011 that, said property converted into Non Agricultural use as per Order of Collector Mahsul/K-1/T-1/NP/SR-183/2004 dated 11/5/2007.
13. It appears from the mutation entry no. 1296 dated 16/3/2012 that, the Laxmibai Ramdas Patil & others through Power of Attorney Holder Veerdhaval Sitaram Ghag executed Conveyance Deed in favour of Veerdhaval Sitaram Ghag & Sangita Veerdhaval Ghag which is duly executed & registered on 24/6/2011 vide sr. no. 6072/2011.

14. It appears from the mutation entry no. 1320 dated 6/8/2012 that, said property converted into Non Agricultural as per Order of Collector Mahasul/K-1/T-1/NAP/SR-183/2004 dated 11/5/2007.
15. It appears from the mutation entry no. 1476 dated 19/11/2013 that, As per the order in RTS Appeal No. 104/2013 the SDO cancelled the order no. Mahasul/K-1/T-3/Hakkanond-1/Takrar SR 59/20012 dated 29/11/2012 of Tahsildar and cancelled the mutation entry no. 1296.
16. It Appears from the mutation entry No. 1677 dated 3/6/2016 that, Veerdhaval Sitaram Ghag and other One file RTS Appel 341/2013 against Rajiv Ramdas Patil and others before Deputy Collector (Appeal), the said Appeal is partly allowed on 24/3/2015, the order of SDO in RTS Appeal No. 104/2013 dated 23/10/2013 is set aside and the matter is remanded to Tahsildar, Thane for enquiry. Therefore, the status of revenue record is maintained as it is, prior to the certification of Mutation Entry No. 1476 as per Order of SDO in RTS Appeal No. 104/2013
17. The said mutation entry no. 1834 contains schedule in respect of Correction of entries in computerized records.
18. It Appears from the mutation entry No. 1883 dated 28/5/2018, that, as per Tahsildar Thane Letter dated 5/5/2018 vide No. Mahsul/ Kaksh-1/T-3/Hakkanond-1/Kavi-SR-64-16-2975/ 2016/2018 and Agreement dated 16/9/2014, Veerdhaval Sitaram Ghag and Sangita Veerdhaval Ghag with confirmation of Laxmibai Ramdas Patil and others and Sai Pushp Enterprises agreed to assigned development rights alongwith right to purchase the property admeasuring 345 sq. meters from and out of Said Property to M/s/ Haware Housing through its Partners 1) Suresh Kashinath Haware and 2) Amit Suresh Haware for consideration and on terms and conditions stated therein.
19. By Letter of Deputy SLR Thane vide D.L./KV/P.H.M.R.N. 1964/2019/158/Village Vadavali/D.R.No. 2326//2019 dated 19/1/2019 and Letter of Tahsildar Thane vide No. Mahasul/K-1/Hakkanond-1/T-3/KV-2903/2019/1794 dated 4/4/2019 and on the basis of Form No. 12 Tahsildar passed an order No. Kulvahivat/S.R.-18/2019/2019 dated 9/7/2019. The Survey No. 20/1 sub divided into new 20/1/A and 20/1/B. The original 7/12 extract has been closed by

creating new hissa numbers. The effect of said order recorded in the record of rights by Mutation Entry No. 1964 dated 25/7/2019 and which is duly certified on 31/7/2019.

20. By Assignment of Development Rights dated 3rd June 2014, Veerdhaval Sitaram Ghag and Sangita Veerdhaval Ghag assigned the development rights of the said Property to Sai Pushp Enterprises for consideration and on terms and conditions stated therein. The said Agreement for Assignment of Development Rights is duly registered with the Sub-Registrar of Assurances, Thane vide Serial No:-TNN2/ 4590/2014 on 3rd June 2014. Unnati Associates joined as Confirming Party and confirmed the said Agreement. The effect of said Assignment of Development Rights recorded in the record of rights by Mutation Entry No. 2250 dated 27/5/2022.

D. In respect of Search Report with the Sub Registrar of Assurances.

I have perused Search Report issued by Searcher Mr. Ramesh Dhalpe for the period of year 1950 to 2012 and Mr. Akshay Kinjale for the period 2012 to 17/10/2019 on 17/10/2019, for period from 17/10/2019 to 3/9/2021 on 3/9/2021 and 3/9/2021 to 23/11/2021 and 23/11/2021 to 25/1/2022 and 25/1/2022 to 12/10/2022 and 12/10/2022 to 4/9/2023 and 4/9/2023 to 3/4/2025.

E. In respect of various permissions and sanctions

1. In respect of Order U/s 8(4) of ULC Act:

As per the Order vide no. ULC/TA/T-5/Kasarvadavali/SR-100 dated 2/11/1998 u/s 8(4) of ULC Act 1976. The said act is not applicable to the property alongwith other property.

2. In respect of Non-Agricultural Order :

The Collector of Thane by his order No. Rev/K-1/T1/NAP/SR 183/2004 dated 11th May, 2007 granted permission for Non-Agricultural use of the Said Property.

F. In respect of Title Deeds :

1. 1) By Agreement for Sale dated 24/8/1993, Laxmibai Ramdas Patil, 2) Savita Anant Patil, 3) Manish Ramdas Patil, 4) Rajiv Ramdas Patil, 5) Sunanda

Ramdas Patil (last name 2 being minor under the age of 18 through their natural guardian and mother Laxmibai Ramdas Patil) 6) Shevantibai Moreshwar Patil, 7) Yogita Moreshwar Patil, 8) Dinesh Moreshwar Patil, 9) Ajit Moreshwar Patil, (last name 3 being minor under the age of 18 through their natural guardian and mother Shevantibai Moreshwar Patil) 10) Champabai Gajanan Thakur, 11) Reshma Gajanan Thakur, 12) Hema Gajanan Thakur, 13) Ganesh Gajanan Thakur, 14) Seema Gajanan Thakur (last name 4 being minor under the age of 18 through their natural guardian and mother Champabai Gajanan Thakur) 15) Nandkumar Kalya Patil, 16) Yogita Nandkumar Patil, 17) Kavita Nandkumar Patil, 18) Sarita Nandkumar Patil, 19) Yogesh Nandkumar Patil, 20) Poonam Nandkumar Patil (last name 5 being minor under the age of 18 through their natural guardian and father Nandkumar Kalya Patil), 21) Walmiki Kalya Patil, 22) Indrayani Walmiki Patil, 23) Chanrabhaga Ananta Patil, 24) Gangabai Baburao Patil, 25) Vinod Harishchandra Patil, 26) Pushpa Sunil Mhatre, 27) Meena Sandeep Patil, 28) Suvarna Rajendra Patil agreed to sell said property to Veerdhaval Sitaram Ghag and Sangeeta Veerdhaval Ghag. The said Agreement for Sale is duly registered on 24/8/1993 vide Sr. No. 2723/1993 for consideration and on terms and conditions stated therein

2. By Development Agreement dated 24th October 2005, Veerdhaval Sitaram Ghag and Sangita Verdhaval Ghag agreed to assign development right of the said Property to Unnathi Associates, for consideration and on terms and condition therein contained. The said Development Agreement is also duly registered before Sub-Registrar of Assurance, Thane at serial no. TNN2-6713/2005 on 26th October 2005.
3. By Deed of Conveyance dated 14th May 2011 the said Laxmibai Ramdas Patil, Savita Anant Bhoir, Manish Ramdas Patil, Rajiv Ramdas Patil, Sunanda Ramdas Patil, Shevantibai Moreshwar Patil, Yogita Moreshwar Patil, Dinesh Moreshwar Patil, Ajit Moreshwar Patil, Champabai Gajanan Thakur, Reshma Gajanan Thakur, Hema Gajanan Thakur, Ganesh Gajanan Thakur, Seema Gajanan Thakur, Nandkumar Kalya Patil, Yogita Nandkumar Patil, Kavita Nandkumar Patil, Sarita Nandkumar Patil, Yogesh Nandkumar Patil, Poonam Nandkumar Patil, Walmiki Kalya Patil, Indrayani Walmiki Patil,

Chandrabhaga Ananta Patil, Gangabai Baburao Patil, Vindo Harishchandra Patil, Pushpa Sunil Mhatre, Meena Sandeep Patil, Suvarna Rajendra Patil sold, conveyed and transferred the said Property to Veerdhaval Sitaram Ghag and Sangeeta Veerdhaval Ghag, The said Deed of Conveyance is duly registered with Sub-Registrar of Assurance Thane on 24th June 2011 at Serial No TNN5-6072/2011 for the consideration and on terms and conditions stated therein.

4. By Assignment of Development Rights dated 3rd June 2014, Veerdhaval Sitaram Ghag and Sangita Veerdhaval Ghag assigned the development rights of the said Property to Sai Pushp Enterprises for consideration and on terms and conditions stated therein. The said Agreement for Assignment of Development Rights is duly registered with the Sub-Registrar of Assurances, Thane vide Serial No:-TNN2/ 4590/2014 on 3rd June 2014. Unnati Associates joined as Confirming Party and confirmed the said Agreement.
5. By Deed of Confirmation dated 14th August, 2014 Laxmibai Ramdas Patil, Savita Anant Bhoir alias Savita Ramdas Patil, Rajiv Ramdas Patil, Sunanda Parshuram Taware alias Sunanda Ramdas Patil, Vaishali Manish Patil, Yukta Manish Patil, Shevantibai Moreshwar Patil, Yogita Ramnath Mhatre alias Yogita Moreshwar Patil, Dinesh Moreshwar Patil, Ajit Moreshwar Patil, Chapabai alias Champabai Gajanan Thakur, Reshma Bandu Telmore alias Reshma Gajanan Thakur, Hema Santosh Shinde alias Hema Gajanan Thakur, Ganesh Gajanan Thakur, Seema Gajanan Thakur for consideration of Rs. 250000000/- confirmed the right of Developer for the Said Property alongwith other property. The said Deed of Confirmation is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN2/6766/2014.
6. By Confirmation Deed dated 27/8/2014 Yogita Devanand Bhoir alias Yogita Nandkumar Patil, Kavita Nandkumar Patil, Sarita Nandkumar Patil, Yogesh Nandkumar Patil, Poonam Nandkumar Patil, Vanita Nandkumar Patil, Chandrabai Ananta Patil confirmed the right of Developer for the Said Property alongwith other property for the consideration and on terms and conditions stated therein. The said Confirmation Deed is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN2/7088/2014.

7. By Confirmation Deed dated 16/9/2014 Gangabai Harishchandra alias Baburao Patil, Vinod Harishchandra Patil, Pushpa Sunil Mhatre, Meena Sandip Patil, Suvarna Rajendra Patil confirmed the right of Developer for the Said Property alongwith other property for the consideration and on terms and conditions stated therein. The said Confirmation Deed is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No TNN2/7565/2014.
8. By Agreement for Sale and Development, dated 4th September 2014 Mr. Veerdhaval S. Ghag and Sangeeta V. Ghag through Power of Attorney Holder 1. Jagdish Kanaiyalal Khetwani and 2) Naresh Sudama Khetwani granted development rights and also agreed to sell part of the said Property admeasuring 345 sq.mtr to Haware Housing, a Partnership Firm duly registered under the Partnership Act for consideration and on the terms and condition stated therein. The said Agreement for Sale and Development dated 4th September 2014 is registered with Sub-Registrar of Assurances at Thane vide Serial No. TTN5/8998/2014. The Sai Pushp Enterprises is confirming party to the said Agreement for Sale and Development.
9. By Agreement for Right of Way dated 19th November, 2015 executed between Developer and Annapurnalife Spaces LLP, granted Right of way from their respective properties to other adjacent Properties to each other. The said Agreement for Right of Way is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/8032/2015.
10. By Declaration dated 3rd May, 2016 M/s. Sai Pushp Enterprises through its Partner Mr. Jagdish K. Khetwani, declared that they will construct 12 mtrs access road from 30 mtrs and 40 mtrs wide D.P. Road which passes through the Said Property and others properties. The said Declaration is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN5/5556/2016.
11. By Deed of Transfer of Transferable Development Rights dated 17th February, 2017, Chandrakant Walkya Mukadam and others with confirmation of M/s. Aarti Estates transferred and conveyed the TDR admeasuring 1720 sq. meters out of the DRC bearing No. 236 under Folio No. TDR\SO6\Mun.Pur-3\0295/2015, Sector VI dated 24th October, 2016 to Sai Pushp Enterprises for

consideration and on terms and conditions stated therein. The said Deed of Transfer of Transferable Development Rights is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/1011/2017.

12. By Supplementary Agreement dated 6th September, 2017, executed between the parties 1) Veerdhaval Sitaram Ghag and 2) Smt. Sangeeta Veerdhaval Ghag and Sai Pushp Enterprises, the Sai Pushp Enterprises allotted the area agreed under the Agreement dated 3rd June 2014 to 1) Veerdhaval Sitaram Ghag and 2) Smt. Sangeeta Veerdhaval Ghag. The said Supplementary Agreement is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN5/10410/2017.
13. By Deed of Coveyance dated 18th March, 2019, 1) Veerdhaval Sitaram Ghag and 2) Smt. Sangeeta Veerdhaval Ghag, with confirmation of Unnati Associates conveyed and transferred the said Property to Sai Pushp Enterprises for consideration stated therein. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/3620/2019.

FLOW THE TITLE OF THE SECOND PROPERTY

Property : Piece & parcel of land being bearing Survey No. 20 Hissa No. 2/B/1 is subdivided into Survey No. 20 Hissa No. 2/B/1/A admeasuring 150 sq. mtrs and Survey No. 20 Hissa No. 2/B/1/B admeasuring 2850 sq. mtrs aggregating 3000 sq. mtrs lying being and situate at Village Vadavali, Taluka & District Thane. (hereinafter referred as Said Property)

Owner : Puranik Tokyo Bay Pvt. Ltd. (formerly known as Sai Pushp Enterprises)

Developer : Puranik Tokyo Bay Pvt. Ltd. (formerly known as Sai Pushp Enterprises)

For investigation of title I have perused the Following documents:

A. Latest 7/12 extracts.

B. 7/12 extracts for last 50 years

C. Relevant Mutation entries.

D. Search Report

E. Permission

F. Title Deeds

A. In respect of Current 7/12 extracts

By Conveyance Deed dated 18th March, 2019, the said Property is owned by Puranik Tokyo Bay Pvt. Ltd. (formerly known as Sai Pushp Enterprises).

B. In respect of 6 D Mutation Entries :

1. It appears from the mutation entry no. 255 dated 19/5/1989 that, said Gopal Joma Patil died intestate in the year 1978 leaving behind him his legal heirs and representative his wife Padibai Gopal Patil and four sons i.e 1) Vitthal Gopal Patil 2) Krushna Gopal Patil 3) Ananta Gopal Patil 4) Parshuram Gopal Patil and one married daughter Chandrabhaga Ramchandra Shinge. The name of legal heirs of said Gopal Joma Patil was recorded in the record of rights.
2. It appears from the mutation entry no. 361 dated 24/5/1995 that, the Additional Tahsildar and Agricultural Lands Tribunal passed order under section 32 G of Bombay Tenancy and Agricultural Lands Act vide no. IPL/I/15/P/40 dated 28/11/74 Vadavali/VP/337 and the tenant Gopal Joma Patil declared as an owner and charge of the purchase price is kept on the other rights column.
3. It appears from the mutation entry no. 362 dated 24/5/1995 that, as Gopal Joma Patil has paid purchase price of Rs. 912.52/- to Ramesh Suryakant Owalekar, therefore charge in the other rights column was removed.
4. It appears from the mutation entry no. 421 dated 23/11/1998 that, Gopal Joma Patil died in the year 1978 leaving behind him following legal heirs 1) Vitthal Gopal Patil (Son) 2) Krushna Gopal Patil (Son) 3) Parshuram Gopal Patil (Son) 4) Ananta Gopal Patil (Son) 5) Chandrabhaga Ramchandra Shinge (Daughter) 6) Padibai Gopal Patil (Wife). Vitthal Gopal Patil died leaving behind following legal heirs :- 1) Indrapal Vitthal Patil

(Son) 2) Baban Vitthal Patil (Son) 3) Vatsala Sakharam Thakur (Daughter).
Krushna Gopal Patil died leaving behind following legal heirs :- 1) Vinod
Krushna Patil (Son) 2) Arun Krushna Patil (Son) 3) Manisha Krushna Patil
(Daughter) 4) Chandrarekha Krushna Patil (Wife).

5. It appears from the mutation entry no. 485 dated 17/7/2002 that, The SDO Thane u/s 43 of BT & AL Act, vide order no. K/TD/6/KV/VP/SR/81/2000 dated 18/7/2001 granted permission to Ananta Gopal Patil & others to develop the said property .
6. It appears from the mutation entry no. 584 dated 1/12/2004 that, Ananta Gopal Patil died on 30/6/2003 leaving behind him following legal heirs 1) Mangala Ananta Patil (Wife) 2) Sunil Ananta Patil (Son) 3) Manesh Ananta Patil (Son) 4) Lalita Ravindra Saste (Daughter). The name of legal heirs of Ananta Gopal Patil is recorded in the record of rights.
7. It appears from the mutation entry no. 1075 dated 5/6/2010 that, Indrapal Vitthal Patil died on 14/1/1997 leaving behind him following legal heirs 1) Aasha Indrapal Patil (Daughter) 2) Dadu Indrapal Patil (Son) 3) Mohini Indrapal Patil (Daughter) The name of Legal heirs of Indrapal Vitthal Patil were recorded in the record of rights.
8. It appears from the mutation entry no. 1269 dated 5/11/2011 that, the Collector of Thane by his order No. Rev/K-1/T1/NAP/SR 183/2004 dated 11th May, 2007 granted permission for Non-Agricultural use of the Said Property.
9. It appears from the mutation entry no. 1320 dated 6/8/2012 that, the Collector of Thane by his order No. Rev/K-1/T1/NAP/SR 183/2004 dated 11th May, 2007 granted permission for Non-Agricultural use of the Said Property.
10. It appears from the mutation entry no. 1709 dated 10/10/2016 that, the part of the said Property is reserved for the 40 mt. wide road, by Declartion dated 7/6/2016 the then Owner Padibai Gopal Patil and others and Owner/Developer had given the possession of the area reserved for the 40 mts wide road out of the said Property to the Thane Municipal Corporation. The said Declation is duly registered with the Sub-Registrar

of Assurances Thane vide Sr. No. 7055/2016. The Tahsildar Thane by its letter No. Mahsul/Kksh/-1/Hakknond-1/T-3/Kavi 15838/16 dated 9/9/2016 and Taluka Inspector Land Record by its letter No. Du/Li/Kavi/Po. H.Mo.R. No. 1721/2016 D.R.No. 2135/1742/2016/Mouje Vadavali/Thane dated 22/8/2016, New Hissa Form No. 12 is created and area of the said Property is as per Hissa From No. 12 is sub-divided in the following manner i.e. 1) Suvey No. 20/2/B/1 admeasuring 3000 sq. meters in the name of Parshuram Gopal Patil and others and 2) Survey No. 20/2/B/2 ademasuring 1080 sq. meters in the name of Thane Municipal Corporation for 40 Mtr. Wide road.

11. The said mutation entry no. 1815 and 1821 contains schedule in respect of Correction of entries in computerized records.
12. By Letter of Deputy SLR Thane vide D.L./KV/P.H.M.R.N. 1964/2019/158/Village Vadavali/D.R.No. 2326//2019 dated 19/1/2019 and Letter of Tahsildar Thane vide No. Mahasul/K-1/Hakkanond-1/T-3/KV-2903/2019/1794 dated 4/4/2019 and on the basis of Form No. 12 Tahsildar passed an order No. Kulvahivat/S.R.-18/2019/2019 dated 9/7/2019. The Survey No. 20/2/B/1 sub divided into new 20/2/B/1A and 20/2/B/1B. The original 7/12 extract has been closed by creating new hissa numbers. The effect of said order recorded in the record of rights by Mutation Entry No. 1964 dated 25/7/2019 and which is duly certified on 31/7/2019.
13. Vatsala Sakharam Thakur died on 16/12/2022 leaving behind her legal heirs 1) Sujit Sakharam Thakur (Son), 2) Savita Sadanand Patil (Daughter) and 3) Krushna Sakharam Thakur (Son). The name of legal heirs recorded in the record of rights by Mutation Entry No. 2473 dated 7/6/2024.

D. In respect of Search Report with the Sub Registrar of Assurances.

I have perused Search Report issued by Searcher Mr. Ramesh Dhalpe for the period of year 1950 to 2012 and Mr. Akshay Kinjale for the period 2012 to 17/10/2019 on 17/10/2019, for period from 17/10/2019 to 3/9/2021 on 3/9/2021 and 3/9/2021 to 23/11/2021 and 23/11/2021 to 25/1/2022 and

25/1/2022 to 12/10/2022 and 12/10/2022 to 4/9/2023 and 4/9/2023 to 3/4/2025.

E. In respect of various permissions and sanctions

1. **In respect of Order U/s 8(4) of ULC Act:** As per the Order vide no. ULC/TA/T-7/Owla/SR/247 dated 27/7/2000 u/s 8(4) of ULC Act 1976 it was held that for the reason therein stated ULC Act is not applicable as per the provisions laid down in the Chapter 3 of the said Act.
2. **In respect of section 43 of Bombay Tenancy Act:** condition under Section 43 of Bombay Tenancy Act for the said property is relaxed as per the order of Sub Divisional Officer, Thane vide no. K/TD/6/KV/VP/SR/81/2000 dated 18/7/2001.
3. **Non Agricultural Permission :** By order bearing No. MAHSUL/K-1/T1/NAP/SR-183/2004 dated 11th May, 2007, the Collector of Thane granted Non-Agricultural permission in respect of the Said Property;

F. In respect of Title Deeds :

1. By Development Agreement dated 3/2/1999 Padibai Gopal Patil, Parshuram Gopal Patil, Chadrarekha Gopal Patil, Vinod Krishna Patil, Arun Krishna Patil, Manisha Krishna Patil, Vatsala Sakham Patil, Baban Vitthal Patil, Ananta Gopal Patil and Chandrabhaga Ramchandra Shinge granted development rights of the said Property to Veerdhaval Sitaram Ghag. The said Development Agreement is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN1/796/1999 for consideration and on terms and conditions stated therein.
2. By Development Agreement dated 26/10/2005 Veerdhaval Sitaram Ghag assigned his development rights to M/s Unnathi Associates through Partner Rajan Bandelkar. The said Development Agreement is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN2/6712/2005 on 26/10/2005 for consideration and on terms and conditions stated therein.

3. By Agreement for Assignment of Development Rights Veerdhaval Sitaram Ghag with consent and confirmation of Unnati Associates agreed to grant development rights of the said Property to Developer. The said Agreement for Assignment of Development rights is duly registered on 3/6/2014 vide Sr. No. TNN2/4588/2014.
4. By Deed of Rectification cum Confirmation Deed dated 21/11/2014 Madhuri Kunal Mukadam, Dadu Vishwas Indrapal Patil and Mohini Jagdish Patil confirmed the Agreement dated 3rd June 2014 in favour of Developer. The said Deed of Rectification cum Confirmation Deed is duly registered at Sub-Registrar of Assurance Thane vide Serial no. TNN2-9485/2014.
5. By Agreement for Right of Way dated 19th November, 2015 Sai Pushp Enterpries and Annapurna Life Spaces LLP have granted to each other, rights of way through their respective Properties. The said Agreement for Right of Way is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/8032/2015.
6. By Declaration dated 7th June, 2016 M/s. Sai Pushp Enterprises through its Partner Mr. Jagdish K. Khetwani, surrendered the property bearing Survey No. 20/2/B/2 1080 sq. meters area for 40 mtrs wide D.P. Road to Thane Municipal Corporation. The Declartion is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN5/7055/2016.
7. By Deed of Transfer of Transferable Development Rights dated 17th February, 2017, Chandrakant Walkya Mukadam and others with confirmation of M/s. Aarti Estates transferred and conveyed the TDR admeasuring 1720 sq. meters out of the DRC bearing No. 236 under Folio No. TDR\SO6\Mun.Pur-3\0295/2015, Sector VI dated 24th October, 2016 to Sai Pushp Enterpries for consideration and on terms and conditions stated therein. The said Deed of Transfer of Transferable Development Rights is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/1011/2017.
8. By Supplementary Agreement dated 6th September, 2017, executed between the parties Veerdhaval Sitaram Ghag and Sai Pushp Enterprises,

the Sai Pushp Enterprises allotted the area agreed under the Agreement dated 3rd June 2014 to Veerdhaval Sitaram Ghag. The said Supplementary Agreement is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN5/10407/2017.

9. By Deed of Coveyance dated 18th March, 2019, Gauribai Parshuram Patil and others with confirmation of Mr. Veerdhaval Sitaram Ghag and M/s. Unnati Associates conveyed and transferred the said Property to Sai Pushp Enterprises for consideration stated therein. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/3621/2019.
10. The transferable development rights which are obtained by M/s Sai Pushp Enterprises obtained in form of FSI vide Development Rights Certificate (constructed amenity) bearing Folio No. TDR/S06/Constructed Road-40/0537/19/TDR/SECTOR VI, Certificate No. 45 constructed amenity, dated 13/8/2019 to the extent of TDR admeasuring 5645.00 sq. meters for develop and construct a road upon said acquired portion of said property alongwith properties which was reserved for the purpose of 40 meters road. M/s. Sai Pushp Enterprises transfer the **126 sq.meters** out of 5645.00 sq.meters Transferable Development Rights in favour of M/s Glory Township LLP by Deed of Transfer of TDR dated November 6, 2020 for consideration of Rs. 21,29,212/-. The said Deed of Transfer of TDR registered with the Sub Registrar Assurance, Thane vide Sr. No. TNN-2/15532/2020.

FLOW THE TITLE OF THE THIRD PROPERTY

Property : Piece & parcel of land being bearing Survey No. 21 Hissa No. 9 admeasuring 3240 sq. mtrs lying being and situate at Village Vadavali, Taluka & District Thane.

Owner : Puranik Tokyo Bay Pvt. Ltd.

Developer : Puranik Tokyo Bay Pvt. Ltd. (formerly known as Sai Pushp Enterprises)

For investigation of title I have perused the Following documents:

- A.** Latest 7/12 extracts.
- B.** 7/12 extracts for last 50 years
- C.** Relevant Mutation entries.
- D.** Search Report
- E.** Permission
- F.** Title Deeds

A. In respect of Latest 7/12 extracts

It appears from the current 7/12 extract dated 2/4/2025 that, the said property is owned by Puranik Tokyo Bay Pvt. Ltd.

B. In respect of 6 D Mutation Entries :

1. It appears from the mutation entry no. 126 dated 18/7/1931 that, Rama Tuakaram Kavare for himself and on behalf of Kashinath Rama Kavare conveyed the said property alongwith other property to Mankya Bablya.
2. It appears from the mutation entry no. 222 dated 15/4/1942 that, Mankya Bablya Re-Conveyed the said property alongwith other property to Kashinath Rama Kavare
3. It appears from the mutation entry no. 265 dated 13/5/1990 that, Kashinath Rama Kavare died on the about in the year 1988 leaving behind him following legal heirs : - 1) Ratan Kashinath Kavare (Son) 2) Janardhan Kashinath Kavare (Son) 3) Ananta Kashinath Kavare (Son) 4) Ashok Kashinath Kavare (Son) 5) Manohar Kashinath Kavare (Son) 6) Bhagibai Maruti Shinge (Daughter) and 7) Parvatibai Pandurang Salavi (Daughter). Manohar Kashinath Kavare died leaving behind him following legal heirs :- 1) Jamanabai Manohar Kavare (Wife) 2) Madhukar Manohar Kavare (Son) and 3) Jaywanti Manohar Kavare (Daughter).
4. It appears from mutation entry no. 279 dated 12/7/1951 that as per the order of the State Government of Bombay standard area was implemented as per Prevention of Fragmentation And Consolidation of Holdings Act, 1947 for various types of land and the Said Second Property being of lesser area than the standard area was declared as tukda (Fragment) land.

5. It appears from the mutation entry no. 451 dated 15/11/2000 that, the Partition Deed is registered with Sub-Registrar as Assurance Vide No. 2726 dated 3/4/1999 between the 1) Ratan Kashinath Kavare 2) Janardhan Kashinath Kavare 3) Ananta Kashinath Kavare 4) Ashok Kashinath Kavare 5) Bhagibai Maruti Shinge 6) Parvatibai Pandurang Salavi 7) Jamanabai Manohar Kavare 8) Madhukar Manohar Kavare 9) Jaywanti Manohar Kavare of said property alongwith other properties and said property is came into the share of Ratan Kashinath Kavare.
6. It appears from the mutation entry no. 1349 dated 6/8/2012 that, the Sub Divisional Officer, Thane passed an Order no. Mahsul/K-1/T-1/NAP/SR/154/04 dated 30/5/2007 for use of said property to Non-Agricultural use.
7. It appears from the mutation entry no. 1732 dated 02/12/2016 that, Ratan Kashinath Kavare conveyed and transferred the said Property to Developer through Partner Jagdish Kanhainayalal Khetwani and Shailesh Gopal Puranik by Conveyance deed dated 01/04/2016. The said Conveyance Deed is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. 588/2016 for consideration of Rs. 2,62,59,000/-. The said transaction is recorded in the record of rights of the said Property.
8. Ratan Kashinath Kavare died on 29/9/2015 leaving behind his legal heirs 1) Sulochana Janardhan Patil (Daughter), 2) Pramila Bhaskar Mhatre (Daughter), 3) Babita Shivaji Patil (Daughter) and 4) Digambar Ratan Kavare (Son). The name of legal heirs recorded in the record of rights by Mutation Entry No. 1758 dated 12/5/2017.
9. The said mutation entry no. 1801 contains schedule in respect of Correction of entries in computerized records.
10. The Sai Pushp Enterprises was originally constituted and registered as Partnership Firm under the provisions of Partnership Act 1932 in the name and style as "Sai Pushp Enterprises". Pursuant to the application under the provisions of Companies Act 2013, the Registrar of Companies have granted certificate of registration on May 9, 2023 to the Promoter firm as Private Limited Company by the name and style of "Puranik Tokyo

Bay Private Limited”. The effect of said change recorded in the record of rights by Mutation Entry No. 2383 dated 18/8/2023.

C. In respect of Search Report with the Sub Registrar of Assurances.

I have perused Search Report issued by Searcher Mr. Ramesh Dhalpe for the period of year 1950 to 2012 and Mr. Akshay Kinjale for the period 2012 to 17/10/2019 on 17/10/2019, for period from 17/10/2019 to 3/9/2021 on 3/9/2021 and 3/9/2021 to 23/11/2021 and 23/11/2021 to 25/1/2022 and 25/1/2022 to 12/10/2022 and 12/10/2022 to 4/9/2023 and 4/6/2023 to 3/4/2025.

D. In respect of various permissions and sanctions

1. In respect of Order U/s 8(4) of ULC Act:

As per the Order vide no. ULC/TA/T-7/Kasarvadavali/SR-18+118 dated 25/08/2000 u/s 8(4) of ULC Act 1976. The said act is not applicable to the property alongwith other property.

2. In respect of Non-Agricultural Order :

The Collector of Thane by his order No. Mahsul/K-1/T-1/NAP/SR-154/04 dated 30th May 2007 granted permission for Non-Agricultural use of the Said Property.

3. Payment of Conversation Tax :

As the said property situated within sanctioned development plan, prepared under the Maharashtra Regional Town Planning Act 1966 (MRTP) and is Class I land, no prior permission is required from Collector for conversion of use of land under Sec 42A of Maharashtra Land Revenue Code (said MLR Code). The Tahsildar, Thane by letter dated 27th April, 2016 bearing No. Mahasul/K-1/T2/Zaminbab/KV-6858/SR-55/2006 has certified the said land is Class I land, as required under section 42A (1A) of MLR Code and therefore no prior permission is required for conversion of land.

E. In respect of Title Deeds :

1. By Development Agreement dated 7th April, 2000 the Ratan Kashinath Kaware, Digambar Ratan Kavare, Mrs. Sulochana Janardan Patil, Mrs. Pramila Bhaskar Mhatre, Mrs. Babita Shivaji Patil granted the development rights of the said Property to 1) Mr. Sudhakar Pandurang Patil and 2) Mrs. Sunanda Sudhakar Patil for consideration and terms and conditions therein contained. The said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No. TNN-1/2211 /2000.
2. By Development Agreement dated 24th October, 2005 Mr. Sudhakar Pandurang Patil and Mrs. Sunanda Sudhakar Patil assigned Development Rights to Unnati Associates. The said Development Agreement dated 24th October, 2005 is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No. TNN2/6711/2005.
3. By an Agreement of Assignment of Development Right dated 3rd May, 2014 Sudhakar Pandurang Patil and Sunanda Sudhakar Patil with consent and confirmation of Unnati Associates assigned development rights to Developer for consideration and on the terms and conditions therein contained. The Agreement of Assignment of Development Right dated 3rd May, 2014 is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No. TNN-2/4595/2014 on 3rd June, 2014.
4. By Agreement for Right of Way dated 19th November, 2015 executed between Developer and Annapurnalife Spaces LLP, granted Right of way from their respective properties to other adjacent Properties to each other. The said Agreement for Right of Way is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/8032/2015.
5. By Confirmation Deed dated 18th March, 2019, 1) Sudhakar Pandurang Patil and 2) Mrs. Sunanda Sudhakar Patil and M/s. Unnati Associates confirmed the exclusive rights of the owner i.e. Sai Pushp Enterprises in the said Property. The said Confirmation Deed is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/3625/2019.

FLOW THE TITLE OF THE FOURTH PROPERTY

Property : Piece & parcel of land being bearing Survey No. 21 Hissa No.11A admeasuring 7840 sq. mtrs lying being and situate at Village Vadavali, Taluka & District Thane.

Owner : Puranik Tokyo Bay Pvt. Ltd.

Developer : Puranik Tokyo Bay Pvt. Ltd. (formerly known as Sai Pushp Enterprises)

For investigation of title I have perused the Following documents:

- A.** Latest 7/12 extracts.
- B.** Relevant Mutation entries.
- C.** Search Report
- D.** Title Deeds

A. In respect of Latest 7/12 extracts

It appears from the current 7/12 extract dated 2/4/2025 that, the said property is owned by Puranik Tokyo Bay Pvt. Ltd..

B. In respect of 6 D Mutation Entries :

1. Pandurang Patil died intestate leaving behind him his two sons 1) Dattatraya Pandurang Patil and 2) Kalya Pandurang Patil and Mainibai Pandurang Patil as his only legal heirs.
2. The Dattatraya Pandurang Patil died intestate sometime around 1960 and Mainabai Pandurang Patil died intestate sometime around 1982 leaving behind Ramdas Dattatray Patil (son) and one married daughter Shevantabai Moreshwar Patil as per Hindu Succession Act, 1956 by which they were governed at the time of their death.
3. The said Ramdas Dattatraya Patil died intestate on 9/6/1986 leaving behind wife Laxmibai Ramdas Patil, two sons 1) Manish Ramdas Patil and 2) Rajiv Ramdas Patil and two daughters 1) Savita Ramdas Patil and 2)

Sunanda Ramdas Patil as per Hindu Succession Act, 1956 by which he was governed at the time of his death.

4. The appears from the Mutation Entry No. 284 dated 27/3/1991 that, The Kalya Pandurang Patil died intestate in or about year 1989 leaving behind him his legal heirs two sons 1) Nandkumar Kalya Patil 2) Valimiki Kalya Patil, 3) Chandrabhaga Ananta Patil (wife of predeceased son Ananta Kalya Patil), 4) Vinod Harishchandra Patil, 5) Gangabai Harishchandra Patil (son and daughter of predeceased married daughter of Kalya Pandurang Patil namely Jijabai Harishchandra Patil)
5. The appears from the Mutation Entry No. 658 dated 26/7/2006 that, Nandkumar Maruti Patil died intestate on 12/3/1996 leaving behind him his legal heirs wife Vanita Kalya Patil, one son Yogesh Kalya Patil and three daughters 1) Yogita Kalya Patil, 2) Sarita Kalya Patil and 3) Kavita Kalya Patil as per Hindu Succession Act, 1956 by which he was governed at the time of his death.
6. The appears from the Mutation Entry No. 664 dated 18/8/2006 that, Laxmibai Ramdas Patil & 4 others, Shevantabai Ramdas Patil and 3 others, Champabai Gajanan Thakur & 4 others, Nandkumar Kalya Patil & 5 others and Valmiki Kalya Patil & 7 others executed Agreement for Sale to Ajay Ramchandra Gupta and Jagannath Pandurang Khangate dated 24/8/1993 vide sr. no. 2724/1993.
7. It appears from the mutation entry no. 824 dated 3/7/2008 that, the Manish Ramdas Patil died on 13/4/2008 leaving behind his following legal heirs : 1) Vaishali Manish Patil (Wife) 2) Yukta Manish Patil (Daughter). The name of deceased person is removed from record of rights and name of Legal heirs of deceased are recorded in the record of rights.
8. It appears from the mutation entry no. 1297 dated 16/3/2012 that, Laxmibai Ramdas Patil and others by Deed of Conveyance conveyed the said Property to 1) Mr. Ajay Ramchandra Gupta, 2) Vivek Jagannath Khangate and 3) Ganesh Jagannath Khangate on terms and conditions therein contained. Accordingly Mr. Ajay Ramchandra Gupta and 1) Vivek Jagannath Khangate, 2) Ganesh Jagannath Khangate vide sr. no. 4128/2011 dated 30/4/2011.

9. It appears from the mutation entry No. 1450 dated 25/7/2013, is not relevant to the said Property.
10. It appears from the mutation entry No. 1471 dated 9/10/2013, As per the order in RTS Appeal No. 67/2013 the SDO cancelled the order no. Mahasul/K-1/T-4/Hakkanond-2/Takrar SR 60/ 20012 dated 10/12/2012 of Tahsildar and confirmed/certified the mutation entry no. 1297.
11. It appears from the mutation entry No. 1673 dated 27/5/2016 that, Deed of Conveyance dated 30th September, 2015, the said Vivek Jagannath Khangate and Ganesh Jagannath Khangate conveyed their 50% share i.e. 3920 sq. meters out of said Property to Sai Pushp Enterprises for consideration. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/6810/2015 on 1st October, 2015. Thus Developer is entitled to said Property.
12. It appears the mutation entry No. 1674 dated 27/5/2016 that By Deed of Conveyance dated 30th September, 2015, the said Mr. Ajay Ramchandra Gupta as owner, and Shri Veerdhawal Sitaram Ghag as the Confirming Party conveyed their 50% share in Property to Developer herein for consideration and on terms and conditions therein contained. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/6809/2015 on 1st October, 2015. Thus Developer is entitled to said Property.
13. The said mutation entry no. 1834 contains schedule in respect of Correction of entries in computerized records.
14. The Sai Pushp Enterprises was originally constituted and registered as Partnership Firm under the provisions of Partnership Act 1932 in the name and style as "Sai Pushp Enterprises". Pursuant to the application under the provisions of Companies Act 2013, the Registrar of Companies have granted certificate of registration on May 9, 2023 to the Promoter firm as Private Limited Company by the name and style of "Puranik Tokyo Bay Private Limited". The effect of said change recorded in the record of rights by Mutation Entry No. 2383 dated 18/8/2023.

C. In respect of Search Report with the Sub Registrar of Assurances.

I have perused Search Report issued by Searcher Mr. Ramesh Dhalpe for the period of year 1950 to 2012 and Mr. Akshay Kinjale for the period 2012 to 17/10/2019 on 17/10/2019, for period from 17/10/2019 to 3/9/2021 on 3/9/2021 and 3/9/2021 to 23/11/2021 and 23/11/2021 to 25/1/2022 and 25/1/2022 to 12/10/2022 and 12/10/2022 to 4/9/2023 and 4/9/2023 to 3/4/2025.

D. In respect of Title Deeds :

1. The Said Laxmibai Ramdas Patil and others by Development Agreement dated 6th December 1989, granted development rights of the said property to Mr Sunil Tukaram Borhade for consideration and on the terms and condition contained therein. The said Mr Sunil Tukaram Borhade, was not able to develop the said property therefore at the request of said Mr Sunil Tukaram Borhade, the said Laxmibai Ramdas Patil and others, by an Agreement for Sale dated 24th August 1993 agreed to sell the said Property to 1) Mr. Ajay R. Gupta and 2) Jagannath Pandurang Khangate for consideration and on the terms and condition therein contained and said Mr. Sunil Tukaram Borhade also confirmed the said Agreement for Sale by joining it as the Confirming Party to the said Agreement for Sale.
2. By Agreement for Assignment of Development Rights dated 27th August, 2007 the said Mr. Ajay R. Gupta, assigned his 50% share in the development rights of the said Property to the Mr. Veerdhaval Sitaram Ghag for consideration and on the terms and condition therein contained. The said Agreement for Assignment of Development Rights is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN1/4721/2007.
3. Jagannath Pandurang Khangate died on 21st September 2008 leaving behind will dated 6th September 2008, under the said Will he bequeathed all his right, title and interest in said Property in favour of 1) Vivek Jagannath Khangate and 2) Ganesh Jagannath Khangate. The said Will

is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. 7713/2008.

4. Thereafter the Original land Owners i.e. Laxmibai Ramdas Patil and 27 others, by Deed of Conveyance dated 29th April 2011 conveyed the said Property to 1) Mr. Ajay Ramchandra Gupta, 2) Vivek Jagannath Khangate and 3) Ganesh Jagannath Khangate by on terms and conditions therein contained. According to said Deed of Conveyance 50% share was conveyed to Mr. Ajay Ramchandra Gupta and remaining 50% share was conveyed, jointly to Vivek Jagannath Khangate and Ganesh Jagannath Khangate being legal heirs of Jagannath Pandurang Khangate. The said Deed of Conveyance was duly registered with Sub-Registrar of Assurance, Thane at Sr. No.TNN5-04128/2011 on 30th April 2011.
5. By an Agreement for Sale and Development, dated 8th August, 2014, the said Vivek Jagannath Khangate and Ganesh Jagannath Khangate, assigned their development right, being 50% share in the said Property to Sai Pushp Enterprises on the terms and condition therein contained. Since said 50% share was maintained from the fund of Vivek Khangate HUF through its Karta Shri. Vivek Jagannath Khangate and Ganesh J. Khangate HUF, through its Karta Shri. Ganesh Jagannath Khangate, they also joined the said Agreement for Sale and Development as the Confirming Party and confirmed the agreement. The said Agreement for Sale and Development is duly registered with the Sub-Registrar of Assurances Thane at Sr. No. TNN5/6616/2014.
6. By Agreement for Sale and Development, dated 21st October, 2014, the said Ramchandra Gupta therein referred as Owner/Vendor, assigned development rights of his 50% share in the said Property to Developer herein on terms and condition therein contained. Veerdhaval Sitaram Ghag joined the said Agreement for Sale and Development as the Confirming Party and confirmed the assignment. The said Agreement for Sale and Development is duly registered with the Sub-Registrar of Assurances Thane at Sr. No. TNN5/10085/2014.
7. By a Confirmation Deed dated 14th August, 2014, Smt. Laxmibai Ramdas Patil and others have executed Confirmation Deed in favour of Developer.

The Confirmation Deed is registered with the Registrar of Assurances at Thane under Sr.TNN-2/6766/2014 and thereby confirmed ownership and title of the Developer and sole and exclusive development rights of the Developer to the Said Property.

8. Similarly family members consisting of Smt. Yogita Devanand Bhoir, Kavita Nandkumar Patil, Sarita Nandkumar Patil, Yogesh Nandkumar Patil, Poonam Nandkumar Patil, Vanita Nandkumar Patil, Chandrabhaga Ananta Patil by Deed of Confirmation dated 27th August 2014, confirming right of Developer to develop the said Property and also execution of various Agreements, Power of Attorneys, Kharedikhat with respective parties mentioned in the said various Deeds and Documents. The said Deed of Confirmation is duly registered in the Office of Sub Registrar of Assurances at Thane on 27th August, 2014 at Sr. No. TNN-2-7088/2014.
9. The family consisting of Gangabai Harishchandra alias Baburao Patil, Vinod Harishchandra Patil, Pushpa Sunil Mhatre, Meena Sandeep Patil and Suvarna Rajendra Patil have executed Deed of Confirmation dated 16th September 2014, confirming right of Developer to develop the said Property and also execution of various Agreements, Power of Attorneys, Kharedikhat with respective parties mentioned in the said Deed. The said Deed of Confirmation is duly registered in the Office of Sub Registrar of Assurances at Thane on 16th September, 2014 at Sr. No. TNN-2/7565/2014.
10. The Sub-Divisional officer Thane by its order TD/T-6/KU/Sec.63/SR-81/2015 dated 11th September, 2015 granted permission u/s. 63 of Bombay Tenancy and Agricultural Lands Act for sale of the said Property.
11. By Agreement for Right of Way dated 19th November, 2015 executed between Developer and Annapurnalife Spaces LLP, granted Right of way from their respective properties to other adjacent Properties to each other. The said Agreement for Right of Way is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/8032/2015.
12. Thereafter, by Deed of Conveyance dated 30th September, 2015, the said Mr. Ajay Ramchandra Gupta as owner, and Shri Veerdhawal Sitaram Ghag as the Confirming Party conveyed their 50% share in Property to Developer herein for consideration and on terms and conditions therein contained. The said Deed of Conveyance is duly registered with the Sub-

Registrar of Assurances Thane vide Sr. No. TNN9/6809/2015 on 1st October, 2015.

13. Thereafter, by Deed of Conveyance dated 30th September, 2015, the said Vivek Jagannath Khangate and Ganesh Jagannath Khangate conveyed their 50% share in Property to Developer herein for consideration and on terms and conditions therein contained. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/6810/2015 on 1st October, 2015. Thus Developer is entitled to said Property.

Litigation

Manisha Jagannath Khangate filed SCS No. 399/2022 against 1. Vivek Jagannath Khangate & others before Civil Judge Senior Division, Thane.

The Plaintiff filed suit for Partition, Separate Possession, Declaration and Injunction. The said property i.e. Survey No. 21/11A area 0.39.20 H.R.P. out of 0.78.4 H.R.P. of Village Vadavali, Taluka and District Thane & other properties.

The Sai Pushp Enterprises is only concern with the Survey No. 21/11A. The Plaintiff asked for the cancellation of Will executed by Father of Plaintiff Jagannath Khangate in the year 2008.

Plaintiff seek declaration that, she is having 1/7th share in the suit property and also entitled for separate possession of suit property. The Defendant No. 7 their heirs, agents, servants, attorney and/or person claiming through or under them be restrained by an order of temporary injunction from acting upon said alleged agreements and other reliefs regarding the other suit properties.

FLOW THE TITLE OF THE FIFTH PROPERTY

Property : Piece & parcel of land being bearing Survey No. 22 Hissa No. 1 admeasuring 1550 sq. mtrs lying being and situate at Village Vadavali, Taluka & District Thane.

Owner : Janardhan Atmaram Patil

Developer : Puranik Tokyo Bay Pvt. Ltd. (formerly known as Sai Pushp Enterprises)

For investigation of title I have perused the Following documents:

- A.** Current 7/12 extracts.
- B.** Relevant Mutation entries.
- C.** Search Report
- D.** Permission
- E.** Title Deeds

A. In respect of Latest 7/12 extracts

It appears from the current 7/12 extract dated 2/4/2025 that, the said property is owned by Janardhan Atmaram Patil and in other rights column construction of flats admeasuring upto 80 sq. mtrs and charge of Assignment of Development Rights of Sai Pushp Enterprises.

B. In respect of 6 D Mutation Entries :

- a. It appears from the mutation entry no. 76 dated 7/12/1928 that, Kutubuddin Mohiddin Varekar has mortgaged the said property to Rantanshi Premaji Rice Company through partner Khimaji Ramaji dated 19/2/1928.
- b. It appears from the mutation entry no. 201 dated 15/3/1940 that, Kutubuddin Mohiddin died and leaving behind his legal heir nephew Hasanmiya Sarfuddin Varekar.
- c. It appears from the mutation entry no. 253 dated 29/3/1947 that, As per the Partition Deed Khatijabai Kutubuddin Mohiddin, Aaishabibi Sirajuddin, Hasanmiya Sharfuddin Varekar partition the said property alongwith other properties among themselves. The said property is allotted to Aaishabibi Sirajuddin.
- d. It appears from mutation entry no. 279 dated 12/7/1951 that as per the order of the State Government of Bombay standard area was implemented as per Prevention of Fragmentation And Consolidation of Holdings Act, 1947 for various types of land and the Said Property being of lesser area than the standard area was declared as tukda (Fragment) land.
- e. It appears from the mutation entry no. 548 dated 25/7/1963 that, as per the application given by Aaishabibi Sirajuddin Bharmar the charge of

mortgage of Rantanshi Premaji Rice Company through partner Khimaji Ramaji the said property on 19/9/1928 is removed.

- f. It appears from the mutation entry no. 768 dated 11/6/1974 that, Aishabibi Sirajuddin Bharmar died on 26th May, 1974 leaving behind her legal heirs (1) Mahammad Ali Sirajuddin Bharmar (Son), (2) Rafiq Mahammad Sirajuddin Bharmar (Son), (3) Mahammad Hanif Sirajuddin Bharmar(Son) and (4) Najir Mahammad Sirajuddin Bharmar as per the principle of succession applicable to the deceased.
- g. It appears from the mutation entry no. 772 dated 12/8/1974 that, Mohammad Ali Sirajuddin and others by Deed of Conveyance dated 20th July, 1974 conveyed and transferred the said Property to Janardhan Atamaram Patil for consideration, therein contained. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances, Thane at Serial No. 490/1974.
- h. It appears from the mutation entry no. 680 dated 26/10/2006 that, Janardhan Atamaram Patil by the Development Agreement dated 10th July, 2006 granted the Development Rights of the Said Property to Haware Engineer and Builders Pvt. Ltd. for consideration and on the terms and conditions therein contained. The said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Serial No.5283/2006.
- i. It appears from the mutation entry no. 915 dated 4/6/2009 that, as per the order passed by Tahasildar, Thane vide order No. Mahasul/ Kaksha-1/T-3/SR605/2009/HN/KV-3778 dated 27/5/09 and letter from Additional Collector and Competent Authority, Urban Area, Thane vide No. ULC/TA/ATP/Sec.20/21 dated 25/3/2009 that for the said Property as well as other properties of the Village Vadavali to enter the ULC Scheme into other rights column of 7/12 extract.
- j. The said mutation entry no. 1834 contains schedule in respect of Correction of entries in computerized records.
- k. The said property was exempted under section 20 and 21 of The Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act"). However, as per the

Government Resolution dated August 1, 2019 on payment of the amount as stated in the said Government Resolution, the property released from the terms and conditions of the exemption order, but subject to construction of flats admeasuring upto 80 sq. mtrs. According in the present case, Owner/Developer made application for release of the said property and said property is released from the application of ULC Act, but Owner/Developer are required to construct flats admeasuring upto 80 sq.mtr. The effect of order passed by Additional Collector and Competent Authority, Urban Area, Thane recorded in the record of rights by Mutation Entry No. 2075 dated 3/7/2020.

1. Haware Engineer and Builders Pvt. Ltd. and Janardan Aatmaram Patil and others by Agreement for Sale and Development dated 16th September, 2014 assigned its Development Rights to Sai Pushp Enterprises for Survey No. 22/1, 23/2/1, 23/3/1 and 23/4. The said Agreement for Sale and Development is duly registered with the Sub-Registrar of Assurance, Thane at Serial No.TNN-5/8999/2014. By Rectification Deed dated 6/6/2022, the survey no. 22/1 was wrongly written as a 21/1 that typographical mistake is rectified. The said rectification deed is registered with Sub Registrar of Assurance, Thane vide sr. no. TNN-9/8967/2022. The effect of said document recorded in the record of rights by Mutation Entry No. 2254 dated 7/6/2022.

C. In respect of Search Report with the Sub Registrar of Assurances.

I have perused Search Report issued by Searcher Mr. Ramesh Dhalpe for the period of year 1950 to 2012 and Mr. Akshay Kinjale for the period 2012 to 17/10/2019 on 17/10/2019, for period from 17/10/2019 to 3/9/2021 on 3/9/2021 and 3/9/2021 to 23/11/2021 and 23/11/2021 to 25/1/2022 and 25/1/2022 to 12/10/2022 and 12/10/2022 to 4/9/2023 and 4/9/2023 to 3/4/2025.

D. In respect of various permissions :

- a. Part of the said Property bearing Survey No. 22/1, 23/2/1, 23/3/1 and 23/4 was excess land under Urban Land (Ceiling and Regulation) Act (**ULC**) u/s. 8(4) and u/s. 20 of ULC in respect of said Properties. The Competent

Authority by an order dated 29th April, 2009 exempted the part of the said Property and the terms and conditions therein contained

- b. The Tahasildar has determined the occupancy class and charge on the said property in pursuance of provisions of section 42 A of Maharashtra Land Revenue Code, 1966 (**MLR**) and declared that the said property as Occupancy Class I by order No. bearing No. Mahasul/K-1/T2/Zaminbab/KV-6858/SR-55/2006 dated 27th April, 2016.

E. In respect of Title Deeds :

1. The said Mohammad Ali Sirajuddin and others by Deed of Conveyance dated 20th July, 1974 conveyed and transferred the said said Property to Janardhan Atamaram Patil for consideration, therein contained. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances, Thane at Serial No. 490/1974.
2. The said Janardhan Atamaram Patil by the Development Agreement dated 10th July, 2006 granted the Development Rights of the Said Property to Haware Engineer and Builders Pvt. Ltd. for consideration and on the terms and conditions therein contained. The said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Serial No. 5283/2006.
3. The said Haware Engineer and Builders Pvt. Ltd. and Janardan Aatmaram Patil and others by Agreement for Sale and Development dated 16th September, 2014 assigned its Development Rights to Sai Pushp Enterprises (**Developer**) for the consideration and on the terms and conditions contained therein. The said Agreement for Sale and Development is duly registered with the Sub-Registrar of Assurance, Thane at Serial No.TNN-5/8999/2014. Thus the Developer herein has acquired the development rights of the said Property and subject to the said ULC Order dated 24th January, 2007 is entitled to develop the said "Property on the terms and conditions therein contained. Thus Developer has acquired development right of piece and parcel of properties bearing (1) Survey No. 21/11A, admeasuring 7840 sq. mtr., (2) Survey No.21/9, admeasuring 3240 sq. mtr., (3) Survey No.22/1, admeasuring 1550 sq. mtr. (4) Survey No. 22/5, admeasuring 2130 sq. mtr, (5) Survey No. 23/2/1, admeasuring 1060 sq. mtr. (6) Survey No.23/3/1 admeasuring

1320 and (7) Survey No.23/4, admeasuring 660 sq. mtr aggregating to 17800 sq.mtrs situated at Village Vadvali, Ghodbunder Road, Taluka and District Thane(herein after referred as said Property). Out of the said above referred property part of the property admeasuring approximately 1625.24 sq. mtrs(herein after referred as “**Not in Possession Property**”) is not in possession of the Developer. The Developer is negotiating with the occupant to acquire the possession of Not in Possession Property and will acquire the said part of the property and will further amend the said plan to utilize FSI of the property which is not in possession.

4. By Agreement for Right of Way dated 19th November, 2015 executed between Developer and Annapurnalife Spaces LLP, granted Right of way from their respective properties to other adjacent Properties to each other. The said Agreement for Right of Way is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/8032/2015.

Litigation

Sharafat Shafique Varekar & others filed Special Civil Suit No. 481/2021 against 1. Anis Mohd. Ali Bharmar & others before Civil Judge Senior Division, Thane for Partition, Declaration, Injunction & other consequential reliefs.

The prayed that, It be declare that, Mrs. Aziza Abdul Latif Varekar being the heir and legal representative of late Mrs. Ayeshabi Shirajuddin Bharmar had interited 1/9th undivided share in the said Larger property being the suit property herein lying, being and situate at Village Vadavali, Taluka and District Thane.

FLOW THE TITLE OF THE SIXTH PROPERTY

Property : Piece & parcel of land being bearing Survey No. 22 Hissa No.5 admeasuring 2130 sq. mtrs lying being and situate at Village Vadavali, Taluka & District Thane.

Owner : Puranik Tokyo Bay Pvt. Ltd.

Developer : Puranik Tokyo Bay Pvt. Ltd. (formerly known as Sai Pushp Enterprises)

For investigation of title I have perused the Following documents:

A. Latest 7/12 extracts.

B. Relevant Mutation entries.

C. Search Report

D. Permission

E. Title Deeds

A. In respect of Latest 7/12 extracts

It appears from the current 7/12 extract dated 2/4/2025 that, the said property is owned by M/s. Puranik Tokyo Bay Pvt. Ltd.

B. In respect of 6 D Mutation Entries :

1. It appears from the mutation entry no. 126 dated 18/7/1931 that, Rama Tuakaram Kavare for himself and on behalf of Kashinath Rama Kavare conveyed the said property alongwith other property to Mankya Bablya.
2. It appears from the mutation entry no. 222 dated 15/4/1942 that, Mankya Bablya Re-Conveyed the said property alongwith other property to Kashinath Rama Kavare
3. It appears from the mutation entry no. 265 dated 13/5/1990 that, Kashinath Rama Kavare died on the about in the year 1988 leaving behind him following legal heirs : - 1) Ratan Kashinath Kavare (Son) 2) Janardhan Kashinath Kavare (Son) 3) Ananta Kashinath Kavare (Son) 4) Ashok Kashinath Kavare (Son) 5) Manohar Kashinath Kavare (Son) 6) Bhagibai Maruti Shinge (Daughter) 7) Parvatibai Pandurang Salavi (Daughter). Manohar Kashinath Kavare died leaving behind him following legal heirs :- 1) Jamanabai Manohar Kavare (Wife) 2) Madhukar Manohar Kavare (Son) 3) Jaywanti Manohar Kavare (Daughter).
4. It appears from mutation entry no. 279 dated 12/7/1951 that as per the order of the State Government of Bombay standard area was implemented as per Prevention of Fragmentation And Consolidation of Holdings Act, 1947 for various types of land and the Said Property being of lesser area than the standard area was declared as tukda (Fragment) land.
5. It appears from the mutation entry no. 451 dated 15/11/2000 that, the Partition Deed is registered Sub-Registrar Assurance Vide No. 2726 dated 3/4/1999 between 1) Ratan Kashinath Kavare 2) Janardhan Kashinath

Kavare 3) Ananta Kashinath Kavare 4) Ashok Kashinath Kavare 5) Bhagibai Maruti Shinge 6) Parvatibai Pandurang Salavi 7) Jamanabai Manohar Kavare 8) Madhukar Manohar Kavare 9) Jaywanti Manohar Kavare regarding said property alongwith other property and said property came the share of Ratan Kashinath Kavare.

6. It appears from the mutation entry no. 1352 dated 6/8/2012 that, the SDO passed an Order no. Mahsul/K-1/T-1/NAP/SR/19/2004 dated 1/1/2005 for use of said property to Non-Agricultural use.
7. It appears from the mutation entry no. 1731 dated 02/12/2016 that, Ratan Kashinath Kaware has conveyed and transferred the said Property to Developer through Partner Jagdish Kanhainayalal Khetwani and Shailesh Gopal Puranik by Conveyance deed dated 01/04/2016. The said Conveyance Deed is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. 719/2016 for consideration of Rs. 3,50,00,000/- . The said transaction is recorded in the record of rights of the said Property.
8. Ratan Kashinath Kavare died on 29/9/2015 leaving behind his legal heirs 1) Sulochana Janardhan Patil (Daughter), 2) Pramila Bhaskar Mhatre (Daughter), 3) Babita Shivaji Patil (Daughter) and 4) Digambar Ratan Kavare (Son). The name of legal heirs recorded in the record of rights by Mutation Entry No. 1758 dated 5/4/2017.
9. The said mutation entry no. 1801 contains schedule in respect of Correction of entries in computerized records.
10. As per Govt decision for compurization of perfect 7/12 extracts and creating account extract. As per Section 155 of Maharashtra Land Revenue Code, 1966. The Tahsildar, Thane (Adhik Subhash Patil) passed an order no. 155/ Mutation Entry Numbers/16/2019/2019 dated 19/7/2019. As such, amendments have been made to reduce the unnecessary Mutation numbers in the survey numbers in the village, to include the Mutation numbers on 7/12 extract. The effect of correction in mutations recorded in the record of rights by Mutation Entry No. 1963 dated 22/7/2019.
11. The Sai Pushp Enterprises was originally constituted and registered as Partnership Firm under the provisions of Partnership Act 1932 in the

name and style as “Sai Pushp Enterprises”. Pursuant to the application under the provisions of Companies Act 2013, the Registrar of Companies have granted certificate of registration on May 9, 2023 to the Promoter firm as Private Limited Company by the name and style of “Puranik Tokyo Bay Private Limited”. The effect of said change recorded in the record of rights by Mutation Entry No. 2383 dated 18/8/2023.

C. In respect of Search Report with the Sub Registrar of Assurances.

I have perused Search Report issued by Searcher Mr. Ramesh Dhalpe for the period of year 1950 to 2012 and Mr. Akshay Kinjale for the period 2012 to 17/10/2019 on 17/10/2019, for period from 17/10/2019 to 3/9/2021 on 3/9/2021 and 3/9/2021 to 23/11/2021 and 23/11/2021 to 25/1/2022 and 25/1/2022 to 12/10/2022 and 12/10/2022 to 4/9/2023 and 4/9/2023 to 3/4/2025.

D. In respect of various permissions and sanctions

1. In respect of Order U/s 8(4) of ULC Act:

As per the Order vide no. ULC/TA/T-7/Kasarvadavali/SR-18+118 dated 25/08/2000 u/s 8(4) of ULC Act 1976. The said act is not applicable to the property alongwith other property.

2. In respect of Non-Agricultural Order :

The Collector of Thane by his order No. Mahsul/K-1/T-1/NAP/SR-19/2004 dated 1st January, 2005 granted permission for Non-Agricultural use of the Said Property.

E. In respect of Title Deeds :

1. By Development Agreement dated 7th April, 2000 the Ratan Kashinath Kaware, Digambar Ratan Kavare, Mrs. Sulochana Janardan Patil, Mrs. Pramila Bhaskar Mhatre, Mrs. Babita Shivaji Patil granted the development rights of the said Property to Ashok Sitaram Ghag for consideration and terms and conditions therein contained. The said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No. TNN-1/2214 /2000.

2. By Development Agreement dated 17th May, 2006 Mr. Ashok Sitaram Ghag assigned Development Rights to M/s. Tirupati Developers.
3. By Confirmation Deed dated 19th January, 2007 Ashok Sitaram Ghag and Tirupati Developers confirmed the said Development Agreement dated 17th May, 2006. The said Confirmation Deed is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No.TNN5/576/2007 on 19/1/2007.
4. By an Agreement for Sale cum Development dated 8th October, 2014 Ashok Sitaram Ghag with consent and confirmation of Tirupati Developers assigned development rights to Developer for consideration and on the terms and conditions therein contained. The Agreement for Sale cum Development is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No.TNN-5/9583/2014 on 8th October, 2014.
5. By Agreement for Right of Way dated 19th November, 2015 executed between Developer and Annapurnalife Spaces LLP, granted Right of way from their respective properties to other adjacent Properties to each other. The said Agreement for Right of Way is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/8032/2015.
6. By Deed of Conveyance dated 28th March, 2016 Ratan Kashinath Kavare as an Owner/Vendor with confirmation of Tirupati Developers has conveyed the said Property to Sai Pushp Enterprises on the terms and conditions contained therein. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN-12/719/2016 on 18/04/2016.

FLOW THE TITLE OF THE SEVENTH PROPERTY

Property : Piece & parcel of land being bearing Survey No. 23 Hissa No. 2/1 admeasuring 1060 sq. mtrs lying being and situate at Village Vadavali, Taluka & District Thane.

Owner : Janardhan Atmaram Patil

Developer : Puranik Tokyo Bay Pvt. Ltd. (formerly known as Sai Pushp Enterprises)

For investigation of title I have perused the Following documents:

- A.** Latest 7/12 extracts.
- B.** Relevant Mutation entries.
- C.** Search Report
- D.** Permission
- E.** Title Deeds

A. In respect of Latest 7/12 extracts

It appears from the current 7/12 extract dated 2/4/2025 that, the said property is owned by Janardhan Atmaram Patil and in other rights column charge of Assignment of Development Rights of Sai Pushp Enterprises and construction of flats admeasuring upto 80 sq. mtrs.

B. In respect of 6 D Mutation Entries :

1. It appears from the mutation entry no. 201 dated 15/3/1940 that, Kutubuddin Mohiddin died and leaving behind his legal heir nephew Hasanmiya Sarfuddin Varekar.
2. It appears from the mutation entry no. 253 dated 29/3/1947 that, As per the Partition Deed Khatijabai Kutubuddin Mohiddin, Aaishabibi Sirajuddin, Hasanmiya Sharfuddin Varekar partition the said property alongwith other properties among themselves. The said property came in the share of Aaishabibi Sirajuddin.
3. It appears from mutation entry no. 279 dated 12/7/1951 that as per the order of the State Government of Bombay standard area was implemented as per Prevention of Fragmentation And Consolidation of Holdings Act, 1947 for various types of land and the Said Property being of lesser area than the standard area was declared as tukda (Fragment) land.
4. It appears from the mutation entry no. 768 dated 11/6/1974 that, Aishabibi Sirajuddin Bharmar died on 26th May, 1974 leaving behind his legal heirs (1) Mahammad Ali Sirajuddin Bharmar (Son), (2) Rafiq Mahammad Sirajuddin Bharmar (Son), (3) Mahammad Hanif Sirajuddin

Bharmar(Son) and (4) Najir Mahammad Sirajuddin Bharmar as per the principle of succession applicable to the deceased.

5. It appears from the mutation entry no. 772 dated 12/8/1974 that, Mohammad Ali Sirajuddin and others by Deed of Conveyance dated 20th July, 1974 conveyed and transferred the said Property to Janardhan Atamaram Patil for consideration, therein contained. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances, Thane at Serial No. 490/1974.
6. It appears from the mutation entry no. 680 dated 26/10/2006 that, Janardhan Atamaram Patil by the Development Agreement dated 10th July, 2006 granted the Development Rights of the Said Property to Haware Engineer and Builders Pvt. Ltd. for consideration and on the terms and conditions therein contained. The said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Serial No.5283/2006.
7. It appears from the mutation entry no. 889 dated 13/2/2009, As per Letter of Deputy Superintendent of Land Record vide no. Pot Hissa/Mouje Kasarvadavali/Du.R.No. 494/09 Outward No. 41 dated 23/1/2009 and as per the order of Tahsildar vide letter no. Mahsul/K-1/T-3/Hakkanond/KV-1057/SR-136/09 dated 12/2/2009, the effect is given to the record of rights to the said property is as follows :-
8. Survey No. 23 Hissa No. 2 admeasuring area 5770 sq. mtrs. subdivided into two parts, 1) Survey No. 23 Hissa No. 2/1 admeasuring area 1120 sq. mtrs. in the name of Janardan Atamaram Patil and 2) Survey No. 23 Hissa No. 2/2 admeasuring 4650 sq. mtrs in the name of Purushottam Vasudev Patil.
9. It appears from the mutation entry no. 915 dated 4/6/2009 that, as per the order passed by Tahasildar, Thane vide order No. Mahasul/ Kaksha-1/T-3/SR605/2009/HN/KV-3778 dated 27/5/09 and letter from Additional Collector and Competent Authority, Urban Area, Thane vide No. ULC/TA/ATP/Sec.20/21 dated 25/3/2009 that for the said Property as well as other properties of the Village Vadavali to enter the ULC Scheme into other rights column of 7/12 extract.

10. The said mutation entry no. 1834 contains schedule in respect of Correction of entries in computerized records.
11. The said property was exempted under section 20 and 21 of The Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act"). However, as per the Government Resolution dated August 1, 2019 on payment of the amount as stated in the said Government Resolution, the property released from the terms and conditions of the exemption order, but subject to construction of flats admeasuring upto 80 sq. mtrs. According in the present case, Owner/Developer made application for release of the said property and said property is released from the application of ULC Act, but Owner/Developer are required to construct flats admeasuring upto 80 sq.mtr. The effect of order passed by Additional Collector and Competent Authority, Urban Area, Thane recorded in the record of rights by Mutation Entry No. 2075 dated 3/7/2020.
12. Haware Engineer and Builders Pvt. Ltd. and Janardan Aatmaram Patil and others by Agreement for Sale and Development dated 16th September, 2014 assigned its Development Rights to Sai Pushp Enterprises for Survey No. 22/1, 23/2/1, 23/3/1 and 23/4. The said Agreement for Sale and Development is duly registered with the Sub-Registrar of Assurance, Thane at Serial No. TNN-5/8999/2014. By Rectification Deed dated 6/6/2022, the survey no. 22/1 was wrongly written as a 21/1 that typographical mistake is rectified. The said rectification deed is registered with Sub Registrar of Assurance, Thane vide sr. no. TNN-9/8967/2022. The effect of said document recorded in the record of rights by Mutation Entry No. 2254 dated 7/6/2022.

C. In respect of Search Report with the Sub Registrar of Assurances.

I have perused Search Report issued by Searcher Mr. Ramesh Dhalpe for the period of year 1950 to 2012 and Mr. Akshay Kinjale for the period 2012 to 17/10/2019 on 17/10/2019, for period from 17/10/2019 to 3/9/2021 on 3/9/2021 and 3/9/2021 to 23/11/2021 and 23/11/2021 to 25/1/2022 and 25/1/2022 to 12/10/2022 and 12/10/2022 to 4/9/2023 and 4/9/2023 to 3/4/2025.

D. In respect of various permissions and sanctions

1. In respect of Order U/s 8(4) and U/s 20 of ULC Act:

Part of the said Property bearing Survey No. 22/1, 23/2/1, 23/3/1 and 23/4 was excess land under Urban Land (Ceiling and Regulation) Act (**ULC**) u/s. 8(4) and u/s. 20 of ULC in respect of said Properties. The Competent Authority by an order dated 29th April, 2009 exempted the part of the said Property and the terms and conditions therein contained

2. The Tahasildar has determined the occupancy class and charge on the said property in pursuance of provisions of section 42 A of Maharashtra Land Revenue Code, 1966 (**MLR**) and declared that the said property belong to Occupancy Class I by order No. bearing No. Mahasul/K-1/T2/Zaminbab/KV-6858/SR-55/2006 dated 27th April, 2016.

E. In respect of Title Deeds :

1. The said Mohammad Ali Sirajuddin and others by Deed of Conveyance dated 20th July, 1974 conveyed and transferred the said said Property to Janardhan Atamaram Patil for consideration, therein contained. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances, Thane at Serial No. 490/1974.
2. The said Janardhan Atamaram Patil by the Development Agreement dated 10th July, 2006 granted the Development Rights of the Said Property to Haware Engineer and Builders Pvt. Ltd. for consideration and on the terms and conditions therein contained. The said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Serial No. 5283/2006.
3. The said Haware Engineer and Builders Pvt. Ltd. and Janardan Aatmaram Patil and others by Agreement for Sale and Development dated 16th September, 2014 assigned its Development Rights to Sai Pushp Enterprises (Developer) for the consideration and on the terms and conditions contained therein. The said Agreement for Sale and Development is duly registered with the Sub-Registrar of Assurance, Thane at Serial No.TNN-5/8999/2014. Thus the Developer herein has acquired the development rights of the said Property and subject to the

said ULC Order dated 24th January, 2007 is entitled to develop the said “Property on the terms and conditions therein contained. Thus Developer has acquired development right of piece and parcel of properties bearing (1) Survey No. 21/11A, admeasuring 7840 sq. mtr., (2) Survey No.21/9, admeasuring 3240 sq. mtr., (3) Survey No.22/1, admeasuring 1550 sq. mtr. (4) Survey No. 22/5, admeasuring 2130 sq. mtr, (5) Survey No. 23/2/1, admeasuring 1060 sq. mtr. (6) Survey No.23/3/1 admeasuring 1320 and (7) Survey No.23/4, admeasuring 660 sq. mtr aggregating to 17800 sq.mtrs situated at Village Vadvali, Ghodbunder Road, Taluka and District Thane(herein after referred as said Property). Out of the said above referred property part of the property admeasuring approximately 1625.24 sq. mtrs(herein after referred as “Not in Possession Property”) is not in possession of the Developer. The Developer is negotiating with the occupant to acquire the possession of Not in Possession Property and will acquire the said part of the property and will further amend the said plan to utilize FSI of the property which is not in possession.

4. The said property being more than 4000 sq. mtr as per the Notification dated 8th November, 2013 issued under Maharashtra Regional and Town Planning Act, 1996 under section 37 (1) (AA), the Government of Maharashtra has issued notification for any layout of land admeasuring 4000 sq. mtr or more for residential purpose minimum 20% of net plot area is required to be provided for economically weaker section/lower income group (EWS/LIG). Hereinafter referred as “Affordable Plot”. Accordingly in the present proposal developer has reserved part of the property for economically weaker section and will be handing over to same to MHADA for allotment of the flat to the economically weaker section.
5. By Agreement for Right of Way dated 19th November, 2015 executed between Developer and Annapurnalife Spaces LLP, granted Right of way from their respective properties to other adjacent Properties to each other. The said Agreement for Right of Way is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/8032/2015.
6. The Sai Pushp Enterprises was originally constituted and registered as Partnership Firm under the provisions of Partnership Act 1932 in the

name and style as “Sai Pushp Enterprises”. Pursuant to the application under the provisions of Companies Act 2013, the Registrar of Companies have granted certificate of registration on May 9, 2023 to the Promoter firm as Private Limited Company by the name and style of “Puranik Tokyo Bay Private Limited”.

Litigation

Sharafat Shafique Varekar & others filed Special Civil Suit No. 481/2021 against 1. Anis Mohd. Ali Bharmar & others before Civil Judge Senior Division, Thane for Partition, Declaration, Injunction & other consequential reliefs.

The prayed that, It be declare that, Mrs. Aziza Abdul Latif Varekar being the heir and legal representative of late Mrs. Ayeshabi Shirajuddin Bharmar had interited 1/9th undivided share in the said Larger property being the suit property herein lying, being and situate at Village Vadavali, Taluka and District Thane.

FLOW THE TITLE OF THE EIGHTH PROPERTY

Property : Piece & parcel of land being bearing Survey No. 23 Hissa No. 3/1 admeasuring 1320 sq. mtrs lying being and situate at Village Vadavali, Taluka & District Thane.

Owner : Janardhan Atmaram Patil

Developer : Puranik Tokyo Bay Pvt. Ltd. (formerly known as Sai Pushp Enterprises)

For investigation of title I have perused the Following documents:

- A.** Latest 7/12 extracts.
- B.** Relevant Mutation entries.
- C.** Search Report
- D.** Permission
- E.** Title Deeds

A. In respect of Latest 7/12 extracts

It appears from the current 7/12 extract dated 2/4/2025 that, the said property is owned by Janardhan Atmaram Patil and in other rights column charge of Assignment of Development Rights of Sai Pushp Enterprises and construction of flats admeasuring upto 80 sq. mtrs

B. In respect of 6 D Mutation Entries :

1. It appears from the mutation entry no. 201 dated 15/3/1940 that, Kutubuddin Mohiddin died and leaving behind his legal heir nephew Hasanmiya Sarfuddin Varekar.
2. The said mutation entry no. 210 is not available.
3. It appears from the mutation entry no. 253 dated 29/3/1947 that, As per the Partition Deed Khatijabai Kutubuddin Mohiddin, Aaishabibi Sirajuddin, Hasanmiya Sharfuddin Varekar partition the said property alongwith other properties among themselves. The said property came in the share of Aaishabibi Sirajuddin.
4. It appears from mutation entry no. 279 dated 12/7/1951 that as per the order of the State Government of Bombay standard area was implemented as per Prevention of Fragmentation And Consolidation of Holdings Act, 1947 for various types of land and the Said Property being of lesser area than the standard area was declared as tukda (Fragment) land.
5. It appears from the mutation entry no. 768 dated 11/6/1974 that, Aishabibi Sirajuddin Bharmar died on 26th May, 1974 leaving behind his legal heirs (1) Mahammad Ali Sirajuddin Bharmar (Son), (2) Rafiq Mahammad Sirajuddin Bharmar (Son), (3) Mahammad Hanif Sirajuddin Bharmar(Son) and (4) Najir Mahammad Sirajuddin Bharmar as per the principle of succession applicable to the deceased.
6. It appears from the mutation entry no. 772 dated 12/8/1974 that, Mohammad Ali Sirajuddin and others by Deed of Conveyance dated 20th July, 1974 conveyed and transferred the said Property to Janardhan Atamaram Patil for consideration, therein contained. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances, Thane at Serial No. 490/1974.

7. It appears from the mutation entry no. 680 dated 26/10/2006 that, Janardhan Atamaram Patil by the Development Agreement dated 10th July, 2006 granted the Development Rights of the Said Property to Haware Engineer and Builders Pvt. Ltd. for consideration and on the terms and conditions therein contained. The said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Serial No.5283/2006.
8. It appears from the mutation entry no. 889 dated 13/2/2009, As per Letter of Deputy Superintendent of Land Record vide no. Pot Hissa/Mouje Kasarvadavali/Du.R.No. 494/09 Outward No. 41 dated 23/1/2009 and as per the order of Tahsildar vide letter no. Mahsul/K-1/T-3/Hakkanond/KV-1057/SR-136/09 dated 12/2/2009, the effect is given to the record of rights to the said property is as follows :-
9. Survey No. 23 Hissa No. 3 admeasuring area 1320 sq. mtrs. subdivided into two parts, 1) Survey No. 23 Hissa No. 3/1 admeasuring area 1320 sq. mtrs. in the name of Janardan Atamaram Patil and 2) Survey No. 23 Hissa No. 3/2 admeasuring 880 sq. mtrs in the name of Purushottam Vasudev Patil.
10. It appears from the mutation entry no. 915 dated 4/6/2009 that, as per the order passed by Tahasildar, Thane vide order No. Mahasul/Kaksha-1/T-3/SR605/2009/HN/KV-3778 dated 27/5/09 and letter from Additional Collector and Competent Authority, Urban Area, Thane vide No. ULC/TA/ATP/Sec.20/21 dated 25/3/2009 that for the said Property as well as other properties of the Village Vadavali to enter the ULC Scheme into other rights column of 7/12 extract.
11. The said mutation entry no. 1834 contains schedule in respect of Correction of entries in computerized records.
12. The said property was exempted under section 20 and 21 of The Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act"). However, as per the Government Resolution dated August 1, 2019 on payment of the amount as stated in the said Government Resolution, the property released from the terms and conditions of the exemption order, but subject to construction of flats admeasuring upto 80 sq. mtrs. According in the

present case, Owner/Developer made application for release of the said property and said property is released from the application of ULC Act, but Owner/Developer are required to construct flats admeasuring upto 80 sq.mtr. The effect of order passed by Additional Collector and Competent Authority, Urban Area, Thane recorded in the record of rights by Mutation Entry No. 2075 dated 3/7/2020.

13. Haware Engineer and Builders Pvt. Ltd. and Janardan Aatmaram Patil and others by Agreement for Sale and Development dated 16th September, 2014 assigned its Development Rights to Sai Pushp Enterprises for Survey No. 22/1, 23/2/1, 23/3/1 and 23/4. The said Agreement for Sale and Development is duly registered with the Sub-Registrar of Assurance, Thane at Serial No. TNN-5/8999/2014. By Rectification Deed dated 6/6/2022, the survey no. 22/1 was wrongly written as a 21/1 that typhographical mistake is rectified. The said rectification deed is registered with Sub Registrar of Assurance, Thane vide sr. no. TNN-9/8967/2022. The effect of said document recorded in the record of rights by Mutation Entry No. 2254 dated 7/6/2022.

C. In respect of Search Report with the Sub Registrar of Assurances.

I have perused Search Report issued by Searcher Mr. Ramesh Dhalpe for the period of year 1950 to 2012 and Mr. Akshay Kinjale for the period 2012 to 17/10/2019 on 17/10/2019, for period from 17/10/2019 to 3/9/2021 on 3/9/2021 and 3/9/2021 to 23/11/2021 and 23/11/2021 to 25/1/2022 and 25/1/2022 to 12/10/2022 and 12/10/2022 to 4/9/2023 and 4/9/2023 to 3/4/2025.

D. In respect of various permissions and sanctions

1. In respect of Order U/s 8(4) and U/s 20 of ULC Act:

Part of the said Property bearing Survey No. 22/1, 23/2/1, 23/3/1 and 23/4 was excess land under Urban Land (Ceiling and Regulation) Act (ULC) u/s. 8(4) and u/s. 20 of ULC in respect of said Properties. The Competent Authority by an order dated 29th April, 2009 exempted the part of the said Property and the terms and conditions therein contained

2. The Tahasildar has determined the occupancy class and charge on the said property in pursuance of provisions of section 42 A of Maharashtra Land Revenue Code, 1966 (**MLR**) and declared that the said property belong to Occupancy Class I by order No. bearing No. Mahasul/K-1/T2/Zaminbab/KV-6858/SR-55/2006 dated 27th April, 2016.

E. In respect of Title Deeds :

1. The said Mohammad Ali Sirajuddin and others by Deed of Conveyance dated 20th July, 1974 conveyed and transferred the said said Property to Janardhan Atamaram Patil for consideration, therein contained. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances, Thane at Serial No. 490/1974.
2. The said Janardhan Atamaram Patil by the Development Agreement dated 10th July, 2006 granted the Development Rights of the Said Property to Haware Engineer and Builders Pvt. Ltd. for consideration and on the terms and conditions therein contained. The said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Serial No. 5283/2006.
3. The said Haware Engineer and Builders Pvt. Ltd. and Janardan Aatmaram Patil and others by Agreement for Sale and Development dated 16th September, 2014 assigned its Development Rights to Sai Pushp Enterprises (Developer) for the consideration and on the terms and conditions contained therein. The said Agreement for Sale and Development is duly registered with the Sub-Registrar of Assurance, Thane at Serial No.TNN-5/8999/2014. Thus the Developer herein has acquired the development rights of the said Property and subject to the said ULC Order dated 24th January, 2007 is entitled to develop the said "Property on the terms and conditions therein contained. Thus Developer has acquired development right of piece and parcel of properties bearing (1) Survey No. 21/11A, admeasuring 7840 sq. mtr., (2) Survey No.21/9, admeasuring 3240 sq. mtr., (3) Survey No.22/1, admeasuring 1550 sq. mtr. (4) Survey No. 22/5, admeasuring 2130 sq. mtr, (5) Survey No. 23/2/1, admeasuring 1060 sq. mtr. (6) Survey No.23/3/1 admeasuring 1320 and (7) Survey No.23/4, admeasuring 660 sq. mtr aggregating to 17800 sq.mtrs situated at Village Vadvali, Ghodbunder Road, Taluka and

District Thane(herein after referred as said Property). Out of the said above referred property part of the property admeasuring approximately 1625.24 sq. mtrs(herein after referred as “Not in Possession Property”) is not in possession of the Developer. The Developer is negotiating with the occupant to acquire the possession of Not in Possession Property and will acquire the said part of the property and will further amend the said plan to utilize FSI of the property which is not in possession.

4. By Agreement for Right of Way dated 19th November, 2015 executed between Developer and Annapurnalife Spaces LLP, granted Right of way from their respective properties to other adjacent Properties to each other. The said Agreement for Right of Way is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/8032/2015.

Litigation

Sharafat Shafique Varekar & others filed Special Civil Suit No. 481/2021 against 1. Anis Mohd. Ali Bharmar & others before Civil Judge Senior Division, Thane for Partition, Declaration, Injunction & other consequential reliefs.

The prayed that, It be declare that, Mrs. Aziza Abdul Latif Varekar being the heir and legal representative of late Mrs. Ayeshabi Shirajuddin Bharmar had interited 1/9th undivided share in the said Larger property being the suit property herein lying, being and situate at Village Vadavali, Taluka and District Thane.

FLOW THE TITLE OF THE NINETH PROPERTY

Property : Piece & parcel of land being bearing Survey No. 23 Hissa No. 4 admeasuring 660 sq. mtrs lying being and situate at Village Vadavali, Taluka & District Thane.

Owner : Janardhan Atmaram Patil

Developer : Puranik Tokyo Bay Pvt. Ltd. (formerly known as Sai Pushp Enterprises)

For investigation of title I have perused the Following documents:

- A.** Latest 7/12 extracts.
- B.** Relevant Mutation entries.
- C.** Search Report

D. Permission

E. Title Deeds

A. In respect of Latest 7/12 extracts

It appears from the current 7/12 extract dated 2/4/2025 that, the said property is owned by Janardhan Atmaram Patil and in other rights column charge of Assignment of Development Rights of Sai Pushp Enterprises and construction of flats admeasuring upto 80 sq. mtrs

B. In respect of 6 D Mutation Entries :

1. It appears from the mutation entry no. 201 dated 15/3/1940 that, Kutubuddin Mohiddin died and leaving behind his legal heir nephew Hasanmiya Sarfuddin Varekar.
2. It appears from the mutation entry no. 253 dated 29/3/1947 that, As per the Partition Deed Khatijabai Kutubuddin Mohiddin, Aaishabibi Sirajuddin, Hasanmiya Sharfuddin Varekar partition the said property alongwith other properties among themselves. The said property came in the share of Aaishabibi Sirajuddin.
3. It appears from the mutation entry no. 548 dated 25/7/1963 that, as per the application given by Aaishabibi Sirajuddin Bharmar the charge of mortgage of Rantanshi Premaji Rice Company through partner Khimaji Ramaji the said property on 19/9/1928 is removed.
4. It appears from the mutation entry no. 768 dated 11/6/1974 that, Aishabibi Sirajuddin Bharmar died on 26th May, 1974 leaving behind his legal heirs (1) Mahammad Ali Sirajuddin Bharmar (Son), (2) Rafiq Mahammad Sirajuddin Bharmar (Son), (3) Mahammad Hanif Sirajuddin Bharmar(Son) and (4) Najir Mahammad Sirajuddin Bharmar as per the principle of succession applicable to the deceased.
5. It appears from the mutation entry no. 772 dated 12/8/1974 that, Mohammad Ali Sirajuddin and others by Deed of Conveyance dated 20th July, 1974 conveyed and transferred the said Property to Janardhan Atamaram Patil for consideration, therein contained. The said Deed of

Conveyance is duly registered with the Sub-Registrar of Assurances, Thane at Serial No. 490/1974.

6. It appears from the mutation entry no. 680 dated 26/10/2006 that, Janardhan Atamaram Patil by the Development Agreement dated 10th July, 2006 granted the Development Rights of the Said Property to Haware Engineer and Builders Pvt. Ltd. for consideration and on the terms and conditions therein contained. The said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Serial No.5283/2006.
7. It appears from the mutation entry no. 915 dated 4/6/2009 that, as per the order passed by Tahasildar, Thane vide order No. Mahasul/Kaksha-1/T-3/SR605/2009/HN/KV-3778 dated 27/5/09 and letter from Additional Collector and Competent Authority, Urban Area, Thane vide No. ULC/TA/ATP/Sec.20/21 dated 25/3/2009 that for the said Property as well as other properties of the Village Vadavali to enter the ULC Scheme into other rights column of 7/12 extract.
8. The said mutation entry no. 1682 and 1834 contains schedule in respect of Correction of entries in computerized records.
9. The said property was exempted under section 20 and 21 of The Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act"). However, as per the Government Resolution dated August 1, 2019 on payment of the amount as stated in the said Government Resolution, the property released from the terms and conditions of the exemption order, but subject to construction of flats admeasuring upto 80 sq. mtrs. According in the present case, Owner/Developer made application for release of the said property and said property is released from the application of ULC Act, but Owner/Developer are required to construct flats admeasuring upto 80 sq.mtr. The effect of order passed by Additional Collector and Competent Authority, Urban Area, Thane recorded in the record of rights by Mutation Entry No. 2075 dated 3/7/2020.
10. Haware Engineer and Builders Pvt. Ltd. and Janardan Aatmaram Patil and others by Agreement for Sale and Development dated 16th September, 2014 assigned its Development Rights to Sai Pushp

Enterprises for Survey No. 22/1, 23/2/1, 23/3/1 and 23/4. The said Agreement for Sale and Development is duly registered with the Sub-Registrar of Assurance, Thane at Serial No.TNN-5/8999/2014. By Rectification Deed dated 6/6/2022, the survey no. 22/1 was wrongly written as a 21/1 that typographical mistake is rectified. The said rectification deed is registered with Sub Registrar of Assurance, Thane vide sr. no. TNN-9/8967/2022. The effect of said document recorded in the record of rights by Mutation Entry No. 2254 dated 7/6/2022.

C. In respect of Search Report with the Sub Registrar of Assurances.

I have perused Search Report issued by Searcher Mr. Ramesh Dhalpe for the period of year 1950 to 2012 and Mr. Akshay Kinjale for the period 2012 to 17/10/2019 on 17/10/2019, for period from 17/10/2019 to 3/9/2021 on 3/9/2021 and 3/9/2021 to 23/11/2021 and 23/11/2021 to 25/1/2022 and 25/1/2022 to 12/10/2022 and 12/10/2022 to 4/9/2023 and 4/9/2023 to 3/4/2025.

D. In respect of various permissions and sanctions

1. In respect of Order U/s 8(4) and U/s 20 of ULC Act:

Part of the said Property bearing Survey No. 22/1, 23/2/1, 23/3/1 and 23/4 was excess land under Urban Land (Ceiling and Regulation) Act (ULC) u/s. 8(4) and u/s. 20 of ULC in respect of said Properties. The Competent Authority by an order dated 29th April, 2009 exempted the part of the said Property and the terms and conditions therein contained

2. The Tahasildar has determined the occupancy class and charge on the said property in pursuance of provisions of section 42 A of Maharashtra Land Revenue Code, 1966 (MLR) and declared that the said property belong to Occupancy Class I by order No. bearing No. Mahasul/K-1/T2/Zaminbab/KV-6858/SR-55/2006 dated 27th April, 2016.

E. In respect of Title Deeds :

1. The said Mohammad Ali Sirajuddin and others by Deed of Conveyance dated 20th July, 1974 conveyed and transferred the said said Property to Janardhan Atamaram Patil for consideration, therein contained. The said

Deed of Conveyance is duly registered with the Sub-Registrar of Assurances, Thane at Serial No. 490/1974.

2. The said Janardhan Atamaram Patil by the Development Agreement dated 10th July, 2006 granted the Development Rights of the Said Property to Haware Engineer and Builders Pvt. Ltd. for consideration and on the terms and conditions therein contained. The said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Serial No. 5283/2006.
3. The said Haware Engineer and Builders Pvt. Ltd. and Janardan Aatmaram Patil and others by Agreement for Sale and Development dated 16th September, 2014 assigned its Development Rights to Sai Pushp Enterprises (Developer) for the consideration and on the terms and conditions contained therein. The said Agreement for Sale and Development is duly registered with the Sub-Registrar of Assurance, Thane at Serial No.TNN-5/8999/2014. Thus the Developer herein has acquired the development rights of the said Property and subject to the said ULC Order dated 24th January, 2007 is entitled to develop the said “Property on the terms and conditions therein contained. Thus Developer has acquired development right of piece and parcel of properties bearing (1) Survey No. 21/11A, admeasuring 7840 sq. mtr., (2) Survey No.21/9, admeasuring 3240 sq. mtr., (3) Survey No.22/1, admeasuring 1550 sq. mtr. (4) Survey No. 22/5, admeasuring 2130 sq. mtr, (5) Survey No. 23/2/1, admeasuring 1060 sq. mtr. (6) Survey No.23/3/1 admeasuring 1320 and (7) Survey No.23/4, admeasuring 660 sq. mtr aggregating to 17800 sq.mtrs situated at Village Vadvali, Ghodbunder Road, Taluka and District Thane(herein after referred as said Property). Out of the said above referred property part of the property admeasuring approximately 1625.24 sq. mtrs(herein after referred as “Not in Possession Property”) is not in possession of the Developer. The Developer is negotiating with the occupant to acquire the possession of Not in Possession Property and will acquire the said part of the property and will further amend the said plan to utilize FSI of the property which is not in possession.

4. The said property being more than 4000 sq. mtr as per the Notification dated 8th November, 2013 issued under Maharashtra Regional and Town Planning Act, 1996 under section 37 (1) (AA), the Government of Maharashtra has issued notification for any layout of land admeasuring 4000 sq. mtr or more for residential purpose minimum 20% of net plot area is required to be provided for economically weaker section/lower income group (EWS/LIG). Hereinafter referred as "Affordable Plot". Accordingly in the present proposal developer has reserved part of the property for economically weaker section and will be handing over to same to MHADA for allotment of the flat to the economically weaker section.
5. By Agreement for Right of Way dated 19th November, 2015 executed between Developer and Annapurnalife Spaces LLP, granted Right of way from their respective properties to other adjacent Properties to each other. The said Agreement for Right of Way is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/8032/2015.

Litigation

Sharafat Shafique Varekar & others filed Special Civil Suit No. 481/2021 against 1. Anis Mohd. Ali Bharmar & others before Civil Judge Senior Division, Thane for Partition, Declaration, Injunction & other consequential reliefs.

The prayed that, It be declare that, Mrs. Aziza Abdul Latif Varekar being the heir and legal representative of late Mrs. Ayeshabi Shirajuddin Bharmar had interited 1/9th undivided share in the said Larger property being the suit property herein lying, being and situate at Village Vadavali, Taluka and District Thane.

MORTGAGE

1. The Puranik Builders Ltd. (PBL) issued senior secure redeemable non-convertible debenture (First Debenture) of Rs.1100000000/- (Rupees Hundred and Ten Corers only). To secure the interest of first debenture holders PBL along with Sai Pushp Enterprises, Sai Shradha Developers, Annapurna Lifespaces LLP mortgaged the said property along with other properties by Debenture Trust Deed dated 14th November, 2014 (First Trust Deed) to Catalyst Trusteeship Ltd. (Formerly known as GDA Trusteeship Ltd.) the Trustee of first debenture holder. The said First Trust deed is duly

registered before the Sub-Registrar of Assurance Thane at Sr. No.TNN-9/7106/2014.

2. The PBL further issued senior secure redeemable non-convertible debenture (Second Debenture) of Rs. 500000000/- (Rupees Fifty Crores only). To secure the interest of Second debenture holders PBL along with Sai Pushp Enterprises, Sai Shradha Developers, Annapurna Lifespaces LLP further mortgaged the said property along with other properties by Debenture Trust Deed dated 4th December, 2015 (Second Trust Deed) to Catalyst Trusteeship Ltd. (Formerly known as GDA Trusteeship Ltd.) the Trustee of second debenture holder. The said Second Trust deed is duly registered before the Sub-Registrar of Assurance Thane at Sr. No.TNN-9/8480/2015.
3. PNB Housing Finance Limited (**PNBHFL**) had sanctioned consolidated facility of Rs. 2800000000/- to PBL along with Sai Pushp Enterprises, Sai Shradha Enterprises and Annapurna Lifespaces LLP. To secure the said payment the PBL along with Sai Pushp Enterprises, Sai Shradha Enterprises, Annapurna Lifespaces LLP by Deed of Mortgage dated 30th July, 2016 (**Deed of Mortgage**) mortgaged the said property along with other properties to **PNBHFL**. The said Deed of Mortgage is duly registered before the Sub-Registrar of Assurance Thane at Sr. No.TNN-9/7455/2016 on 30th July, 2016.
4. The PBL paid first and second debenture holders and redeemed the said debenture secured by First Trust Deed and Second Trust Deed. Therefore Debenture Trustee by separate two Deeds of Reconveyance both dated 20th August, 2016 re-conveyed and released the said property along with other properties. The said Deeds of Reconveyance are duly registered with the Sub-Registrar of Assurance Thane at Sr. No.TNN-9/7953/2016 and TNN-9/7952/2016 respectively.
5. By Supplementary Mortgage cum Loan Agreement dated 6th November, 2017 Puranik Builders Limited, Annapurna Lifespaces LLP, Sai Shraddha Developer and Sai Pushp Enterprises further mortgaged properties in that Project of Tokyo Bay in which said Property is also mortgaged alongwith other properties as stated in the Supplementary Mortgage cum Loan Agreement. To secure the mortgage debt 280,00,00,000/- (Rupees Two Hundred And Eighty

Crores Only) granted under Mortgage cum Loan Agreement dated 30/7/2016, registered at Sub-Registrar of Assurances Thane vide Sr. No. TNN9/7455/2016. The said Supplementary Mortgage cum Loan Agreement dated 6th November, 2017 is duly registered with the Sub-Registrar of Assurance, Thane 9 at Sr. No. 7569/2017.

6. On repayment of entire loan to PNBHFL, PNBHFL reconveyed and released the said property alongwith other property free from mortgage by Deed of Reconveyance dated March 1, 2019, which is duly registered with the Sub-Registrar of Assurances Thane vide sr. No, TNN9/2768/2019.
7. In the meantime, Sai Pushp Enterprises along with Puranik Builders Limited (PBL), Annapurna Lifespaces LLP and other persons as stated in the Mortgage Deed dated November 22, 2018 (Mortgage Deed) have mortgaged the said property along with other properties to Catalyst Trusteeship Ltd. (Formerly known as GDA Trusteeship Ltd.) the Trustee to secure proposed loan by the Indostar Capital Finance Limited (Indostar). The said Mortgage Deed is duly registered before the Sub-Registrar of Assurance, Thane at Sr. No. TNN-5/16159/2018.
8. The Sai Pushp Enterprises acquired further share/entitlement of Land Owner in some of the properties under varies Conveyance Deed and Deed of Confirmation, the said share/entitlement acquired by the Developer was further mortgaged to Catalyst to secure the said finance facility of Indostar by Supplementary Mortgage Deed dated March 18, 2019 (**Supplementary Mortgage Deed**). The Supplementary Mortgage Deed is registered with the Sub-Registrar of Assurance Thane at Sr. No. TNN-9/3631/2019, Developer have further mortgaged the said property along with the other properties.
9. The Sai Pushp Enterprises along with Puranik Builders Limited has recorded a second ranking charge over the properties mortgaged originally in favour of Catalyst Trusteeship Limited (now replaced by Beacon Trusteeship Limited) under the Mortgage Deed and First Supplementary Mortgage Deed to secure the financing facilities availed from Indostar by the Second Supplementary Mortgage Deed dated February 13, 2023 registered with Sub-Registrar of

Assurance Thane at Sr. No. TNN9/2592/2023 (**Second Supplementary Mortgage Deed**).

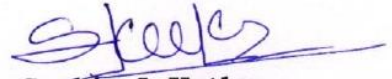
10. Sai Pushp Enterprises along with Puranik Builders Limited, Puranik Rumah Bali Private Limited and other persons as stated in the Debenture Trust cum Mortgage Deed dated January 27, 2023 registered with the Sub-Registrar of Assurance Thane at Sr. No. TNN-9/2598/2023 (Debenture Trust Deed) have created a first ranking charge by way of mortgage on the said property along with other properties in favour Beacon Trusteeship Limited, to secure the issuance of senior, secured, redeemable non-convertible debentures by Puranik Rumah Bali Private Limited.
11. Pursuant to the Debenture purchase Deed dated August 21, 2023 entered into by and between Real Estate Opportunities Fund - 1 managed by Dalmia Nisus Finance Investment Managers LLP and Nisus Finance and Investment Managers LLP ("Sellers"), IndoStar Capital Finance Limited ("Purchaser") and IndoStar Capital Finance Limited (Debenture Trustee), the Sellers sold the Nisus Debentures to the Purchaser.
12. In order to record consequential changes to the debenture trust cum mortgage deed dated January 27, 2023 on account of the aforesaid Debenture purchase Deed dated August 21, 2023 a Supplementary Deed dated August 24, 2023 to the Debenture Trust Cum Mortgage Deed was entered into between Puranik Builders Limited, Puranik Rumah Bali Private Limited, the Puranik Tokyo Bay Pvt. Ltd. (erstwhile Sai Pushp Enterprises) herein and other persons as mentioned therein. The said Supplementary Deed to the Debenture Trust Cum Mortgage Deed has been duly registered with the sub-Registrar of Assurance Thane at Sr. No. TNN-9/15416/2023 on August 25, 2023.
13. The Puranik Tokyo Bay Pvt. Ltd. (M/s. Sai Pushp Enterprises) along with Puranik Builders Limited has recorded a second ranking charge over the properties as mentioned therein in favour of Beacon Trusteeship Limited (Security trustee) to secure the financing facilities availed from Indostar Capital Finance Limited and the said deed is duly executed on June 30, 2023

registered with Sub-Registrar of Assurance Thane at Sr. No. TNN9/15418/2023 on August 25, 2023.

14. By Deed of Simple Mortgage dated 16/12/2024, Puranik Rumah Bali Pvt. Ltd alongwith Puranik Tokyo Bay Pvt. Ltd. and Annapurna Lifespaces LLP mortgaged the Said Property alongwith other properties to Phoenix Arc Pvt. Ltd. (as the mortgagee therein) and Beacon Trusteeship Ltd. (as trustee therein) for securing finance to the extent of Rs. 100,00,00,000/-. The said Deed of Simple Mortgage is duly registered with Sub Registrar of Assurance vide Sr. No. TNN-9/25000/2024.

Dated this 7th day of May, 2025




Sachin J. Katkar
Advocate