

Office :

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Thane (W) – 400 607.

② 2530 8032

S.M. KARNIK

B. A. LL.B

ADVOCATE

(Enrollment No. MAH/1569/1985)

AJAY YADAV

B.Com. LL.B.

ADVOCATE

(Enrollment No. MAH/4008/2011)

TO WHOMSOEVER IT MAY CONCERN

Property/Land Ref.: That piece and parcel of agricultural land bearing Survey/Hissa No. 123/1B and non-agricultural land or ground bearing Survey/Hissa Nos. 123/5C and 123/5D situate, lying and being at Revenue Village – Kavesar, Taluka and District Thane, within the limits of Thane Municipal Corporation, and in the Registration District and Sub-District Thane.

1) The search of the Index II of the above referred land has been taken by us with help of Search Clerk Mrs. Sharda P. Kadam in the office of Sub-Registrar of Assurances at Thane for 31 years i.e. from 1988 upto 26.04.2018. It is found in the said search that the transactions have taken place in respect of above mentioned lands together with the other lands, observed no adverse entry recorded therein.

2) That the piece and parcel of the land bearing Survey/Hissa No. **123/1B** owned by Roma Builders Pvt. Ltd. a Company incorporated under the provisions of Companies Act, 1956, having its office at: 514, Dalamal Towers, Nariman Point, Mumbai – 400 021 (hereinafter referred to as the **Developers**) and the land bearing Survey/Hissa Nos.



123/5C and 123/5D owned by Shri. Kacher Jayram Patil and others (hereinafter referred to as the said Owners).

3) a) That One Shri. Kilabhai Gangadas Thanawala was the original Owner and otherwise well and sufficiently entitled inter alia the land bearing Survey/Hissa No.123/1B out of the land referred above.

b) The said Kilabhai Gangadas Thanawala died long back living behind two sons namely 1) Shri. Tulsidas Kilabhai and 2) Shri. Purshottam Kilabhai as his only heirs and legal representatives.

c) The said Tulsidas Kilabhai died intestate on 23.02.1967 leaving behind sons and daughters 1) Shri. Krishnalal Tulsidas, 2) Shri. Hariyantal Tulsidas, 3) Shri. Laxmikant Tulsidas, 4) Shri. Anandilal Tulsidas, 5) Shri. Rajanikant Tulsidas, 6) Shri. Jayantilal Tulsidas, 7) Smt. Aruna Tulsidas (M.E.No.1269).

d) Shri. Krishnalal Tulsidas died on 08.05.1981 leaving behind him Wife Smt. Manjula Krishnalal Thanawala, sons 1) Shri. Upendra Krishnalal Thanawala, 2) Shri. Umesh Krishnalal Thanawala and daughters 1) Smt. Neeta Mahesh Bangali, 2) Smt. Usha Nayan Shah, and 3) Smt. Jyoti Dipak Kapadiya as his only heirs and legal representatives (M.E.No.2527), the said Hariyantal Tulsidas died on 21.02.2008 leaving behind him Wife Smt. Urmila Hariyantal Thanawala, son Shri. Sharad Hariyantal Thanawala and daughter Smt. Resham Vipul Shah. The said Laxmikant Tulsidas died on 03.09.2008 was unmarried, the said Jayantilal Tulsidas died on 29.08.2006 was unmarried, the said Rajanikant Tulsidas died on 11.05.2004 leaving behind him Wife Smt. Niranjana alias



Niranjan Rajanikant, son Shri. Vipul Rajanikant Thanawala and daughter Smt. Sneha Bharat Parikh (As per M.E.No. 2527).

e) The said Purushottam Kilabhai died long back leaving behind him the only son Shri. Ratilal Purushottam Thanawala as his heir and legal representative (M.E.No. 1268). The said Ratilal Purushottam Thanawala died on 01.09.1965 leaving behind him son Shri. Mahendra Ratilal Thanawala, daughters 1) Smt. Virmati Ramanlal Shet (since deceased), 2) Smt. Jayashree Manoharlal alias Manharlal Shroff and 3) Smt. Rajani Ratilal Thanawala and wife Kalavati Ratilal Thanawala also died long back leaving behind a son Mahendra Ratilal Thanawala and daughters 1) Smt. Virmati, 2) Jayashree and 3) Rajani. The said Smt. Virmati Ramanlal Shet died on 21.09.2007 leaving behind to her sons 1) Shri. Anil Ramanlal Shet, 2) Shri. Yatin Ramanlal Sheth. (As per M.E.No. 1268, 3075 and 3076).

f) In the circumstances as recited hereinabove, the Co-owners/heirs as above are jointly having undivided ownership right, title, interest, claim and share interalia in respect of the land bearing Survey/Hissa No. 123/1B out of the land referred above to.

g) By and under Agreement for Sale dated 18.08.2010, duly registered with the Sub-Registrar of Assurances, Thane – 5 under document No. TNN-5/8989/2010, Smt. Manjula Krushnalal Thanawalla and 14 others have agreed to sell, convey, assign and transfer and otherwise granted the development rights for and in respect of their ½ undivided rights, title and interest interalia for land bearing Survey/Hissa No. 123/1B out of the land referred above to, to the Developers as the Purchaser thereon and in pursuance of the said Agreement dated 18.08.2010 the said Smt. Manjula Krushnalal



Thanawalla and 14 others have executed registered Power of Attorney dated 18.08.2010 in favor the Developers together with its nominees and assignees interalia allowing to carry out all acts, deeds, matters and things authorizing the Attorneys privileges, rights and authorities which are in details contained therein.

h) Further, by and under Agreement for Sale dated 29.10.2010, which has been duly registered with the Sub-Registrar of Assurances, Thane – 5 under document No. TNN-5/11272/2010, Smt. Jayashri Manoharlal alias Manharlal Shroff and 3 others have agreed to sell, convey, assign and transfer and otherwise agreed, to grant development rights for and in respect of their undivided share rights, title and interest interalia in respect of the land bearing Survey/Hissa No. 123/1B out of the lands referred above to, to and in favour of the Developers, and in pursuance to the said Agreement dated 29.10.2010 the said Smt. Jayshri Manoharlal alias Manharlal Shroff and 3 others have executed registered Power of Attorney dated 29.10.2010 in favor of the Developers and its nominees and assignees to carry out all acts, deeds, matters and things, privileges, rights and authorities which are in details contained therein.

i) By and under Agreement for Sale dated 16.12.2010, duly registered with the Sub-Registrar of Assurances, Thane – 5 under document No. TNN-5/12877/2010, Shri.Mahendra Ratilal Thanawalla has agreed to sell, convey, assign and transfer and otherwise agreed to grant development rights for and in respect of his undivided share, rights, title and interest interalia in respect of the land bearing Survey/Hissa No. 123/1B out of the lands referred above to, and in pursuance to the said Agreement dated 16.12.2010 Shri.Mahendra Ratilal Thanawalla have executed registered Power of



Attorney dated 16.12.2010 in favor of the Developers and its nominees and assignees to carry out all acts, deeds, matters and things, privileges, rights and authorities which are in details contained therein.

j) The said Thanawala as aforesaid through their duly appointed constituted attorney have entered into Deed of Conveyance dated 12.06.2012, which is duly registered with the Sub-Registrar of Assurances Thane -2 under Document No. TNN-2/5501/2012 in favor of the Developers, interalia in respect of the land bearing Survey/Hissa No. 123/1B out of the land above referred to, thus the Developers being the Purchasers thereof have become the owners of interalia land bearing Survey/Hissa No. 123/1B, and the name of the Developers have recorded on the 7x12 extract and such other revenue records in the kabjedar column as the owners thereof (M.E.No. 2974).

4) a) That vide Sale Deed dated 07.11.1948 one Jayram Bama Patil purchased the land bearing Survey/Hissa No.123/5 from Jayantilal Tribhuvandas and others. (M.E.No. 358).

b) That the said Jayram Bama Patil died around the year 2000 leaving behind his legal heirs 1) Shri. Kacher Jayram Patil, 2) Shri. Janardhan Jayram Patil, 3) Shri. Bhalchandra Jayram Patil, 4) Shri. Nana Jayram Patil, 5) Smt. Bhagirathi Govardhan Manera and 6) Smt. Dwarkabai Dadu Patil (M.E.No.2009).



c) By and under the Development Agreement dated 07.03.1998 interalia in respect of Survey/Hissa Nos. 123/5C and 123/5D out of the lands referred above executed by Shri. Kacher Jayram Patil and others i.e. the said **Owners** in favor of the **Developers** registered with the Sub-Registrar of Assurances, Thane – 1 under Serial No. 2050/1998 on 16.04.1998 and the Confirmation-cum-Supplementary Agreement dated 16.03.2001 registered with the Sub-Registrar of Assurances Thane -1 under serial no. 1487/2001 on 16.03.2001, executed by Smt. Dwarkabai Dadu Patil i.e. the one of the Co-owner in the family of the said **Owners** by confirming the execution of the said Development Agreement executed by the said **Owners**, further in addition to the Development Agreement dated 07.03.1998 the said **Owners** have executed an Agreement for Sale dated 30.05.2011, same is confirmed by close relatives of the said **Owners** in favour of the **Developers** by agreeing to sell, convey and assign interalia Survey/Hissa Nos.123/5D out of the lands referred above, and same has been registered with the Sub-Registrar of Assurances, Thane – 2 under Serial No. 5985/2011 on 30.05.2011, further by and under the Conveyance Deed dated 30.05.2011 in respect of Survey/Hissa No. 123/5C out of the lands referred above to, executed by the said **Owners** and same has been registered with the Sub-Registrar of Assurances, Thane – 2 under Serial No. 5982/2011 on 30.05.2011 in favour of the Developers, the said **Owners** have sold, transferred and assigned sole and exclusive rights in respect of the land referred as aforesaid to the Developers. Further Smt. Gaurubai Harishchandra Patil and others, i.e. some of the co-owners in the family of the said Owners executed registered Confirmation-cum-Supplementary Agreements dated 12.07.2012 interalia in respect of the land bearing Survey/Hissa Nos. 123/5C and 123/5D out of the lands referred above properties confirming the execution, terms and conditions of the Agreement for Sale dated 30.05.2011 and Conveyance Deed dated 30.05.2011 executed by the said Owners in favor of the **Developers**. In pursuance of the



above said Development Agreement/s dated 07.03.1998, the Confirmation-cum-Supplementary Agreements dated 16.03.2001, 12.07.2012, 12.07.2012, the Agreement for Sale 30.05.2011 and the Conveyance Deed dated 30.05.2011, the said **Owners** have granted to the nominees of the Developers irrevocable Power of Attorneys dated 16.03.2001, 30.01.2006, 30.05.2011, 30.05.2011, 12.07.2012 and 12.07.2012 to do perform and carry out various acts, deeds, matters, things, privileges, rights and authorities which are in details contained therein.

In view thereof, we record that the **Developers** as aforesaid are fully, freely authorized and entitled to deal with and dispose of the Development on the land referred above to (constructed and/or otherwise) in the manner and for the consideration and upon the terms and conditions as the Developers may think fit, proper and to receive, recover and appropriate the consideration and all other benefits thereto.

It is observed by us that, Thane Municipal Corporation, Thane vide it's Commencement Certificate bearing V. P. No. 2004/27 TMC/TDD 14 dated 03.05.2017 for the lay-out comprising of interalia building being No. 12 popularly known as "**GLENWOOD**" in the project known as '**LAKE ENCLAVE**' and being constructed on the portion out of the lands referred above to. Ms. Sharmistha Mukerjee-Shinde, Architect of the Developers has issued a certificate to that effect on 17.04.2018.

Further, on investigating the documents made available to us for inspection from the **Developers**, including relevant orders wherever applicable under the provisions of Maharashtra Land Revenue Code, 1966, Urban Land (Ceiling and Regulation) Act, 1976



(since repealed), Non agricultural permission bearing No. Revenue/K-1/NAP/SR-106/2010 dated 18.08.2010 issued by the Collector, Thane in respect of interalia land bearing Survey/Hissa Nos. 123/5C and 123/5D out of lands above referred to and revenue records and search reports including Sale Permission for development interalia in respect of land bearing Survey/Hissa No. 123/5D out of the said property bearing no. Sr.TD/T-6/KV/VP/SR353/2008 dated 12.08.2008 granted by the SDO, Thane, further we have gone through non-agricultural permission bearing no. Sr.Revenue/K-1/T-1/NAP/SR 106/2010 dated 18.08.2010 interalia for Survey/Hissa No. 123/5C and 123/5D of the lands referred above, further we have gone through 'Public Notice' dated 29.05.2006 in the daily 'Thane Vaibhav' published by Sub-Divisional officer, Thane, Division-Thane, wherein given property description interalia in respect of villages Kolshet/Kavesar, wherein mentioned about acquisition of the land by the Govt. under Indian Forest Act, 1927, and Maharashtra Private Forest Act, 1975 for acquisition of lands and letter dated 11.12.2012 issued by Range Forest Officer, Thane Forest Division , Thane referred the land mentioned therein excluding the land above referred to, listed Survey nos. of Kolshet/Kavesar villages are deemed to be 'Reserved Forest' as per the provisions of Maharashtra Private Forest Act (Acq) 1975.

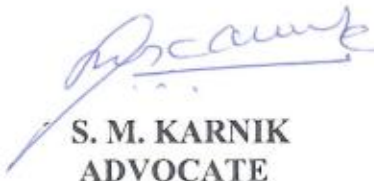
Further we have gone through a Special Civil Suit No. 693/2013 filed by one Bhagirathi Manera and another in the Civil Court (Senior Division) Thane against the Developers and others interalia in respect of Survey/Hissa No. 123/5C and 123/5D for declaration, cancellation of documents, injunction and such other reliefs and the Hon'ble Court was pleased to reject the Injunction Application preferred by the said Bhagirathi



Manera and others, and the matter is pending for further hearing. The Developers have also filed Special Civil Suit No. 337/2016 in the Court of Civil Judge Senior Division against Bhagirathi Manera and others inter alia in respect of Survey/Hissa No. 123/5C and 123/5D for Specific Performance of the Contract and Injunction and for such other reliefs. Till date no adverse order is passed against the Developers. Further, Mangilal Parmar (since deceased) through Hemant Parmar and others has/have filed Regular Civil Suit No. 715/2013 in respect of inter alia Survey/Hissa Nos. 123/5D against the State of Maharashtra and the Developer for declaration. The Developer has filed its Written Statement in the said suit and the suit is pending for further hearing. No adverse order is passed against the Developers till today. In the above said facts and circumstances, we find that the title of the said **Owners** together with the **Developers** to the land referred above to is clear and marketable subject to final disposal of Special Civil Suit no. 696 of 2013 and Special Civil Suit no. 337 of 2016 and Regular Civil Suit No. 715 of 2013 and subject to provisions of Urban Land (Ceiling and Regulation) Act, 1976 (since repealed) and any notices sent or orders passed thereunder and subject to obtaining non-agricultural permission for land bearing Survey/Hissa No. 123/1B out of the lands referred above from the concerned authority.

Thane.

Date: 28.04.2018


S. M. KARNIK
ADVOCATE


AJAY S. YADAV
ADVOCATE

