

ASHVIN D. RATHOD

B. Com, LL. B,

Advocate High Court.

M: 9323037814

Address: A-1/805,

Dandekar Dattachaya Co-op. Hsg. Ltd

Opposite Uday Nagar

Panchpakhadi, Thane (West) 400602

By Hand/RPAD/Courier

Ref no.

Date: 02/12/2021.

TO,

MAHARERA

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect lands bearing

(i) Old Survey No.194 New Survey No.92 Hissa No.8(1) Part admeasuring 3431 sq. mtrs., Old Survey No.194 New Survey No.92 Hissa No.8(1) Part admeasuring 219 sq. mtrs., & 8(3) admeasuring 500 sq.mtrs., (hereinafter collectively referred to as "**the said first property**"),

(ii) Old Survey No.194 New Survey No.92 Hissa No.1 admeasuring 1900 sq. mtrs. (hereinafter referred to as "**the said second property**");

(iii) Old Survey No.194 New Survey No.92 Hissa No.11(1) admeasuring 1200 sq. mtrs.. (hereinafter referred to as "**the said third Property**")

(iv) Old Survey No.194 New Survey No.92 Hissa No.3 admeasuring 900 sq. mtrs., (hereinafter referred to as "**the said fourth property**"),

(v) Old Survey No.194 New Survey No.92 Hissa No.4(1) & 4(3) admeasuring 7200 sq. mtrs., (hereinafter collectively referred to as "**the said fifth property**"),

(vi) Old Survey No.194 New Survey No.92 Hissa No.10(2) admeasuring 1650 sq. mtrs., (hereinafter referred to as "**the said sixth property**"), and

(vii) Old Survey No.194 New Survey No.92 Hissa No.13(P) admeasuring 45 sq. mtrs., (hereinafter referred to as "**the said seventh property**") all lands situate, at village Bhayenderpada, Taluka & District Thane.

I have investigated the title of (A) M/s. Vihang Enterprises owners of the said area admeasuring 3431 sq. mtrs. out of land bearing Survey No.8(1)P, the said second property, the said third property, the said fourth property, the said sixth property (B) Shri Kapil Mahendra Sharma, Shri Gaurav Kapil Sharma and Shri Kirtidaksha Rajdaksha Sharma owners of area admeasuring 219 sq. mtrs. out

of land bearing Survey No.8(1)P and area admeasuring 500 sq. mtrs. of land bearing survey No.8(3), (C) Smt. Vithabai Gopinath Tandel, Smt. Pushpa Shailesh Bhate, Smt. Budhibai Balu Tandel, Shri Mahesh Mohan Bhokare, Smt. Anjali Eknath Tandel, Smt. Suvarna Sitaram Tandel, Shri Ramakant Gopinath Tandel, Shri Jaywant Gopinath Tandel, Smt. Shankuntala Nandkumar Tandel, Shri Prakash Nandkumar Tandel, Shri Avinash Nandkumar Tandel. Shri Hemant Nandkumar Tandel, Shri Vinayak Neelkanth Tandel, Shri Mangesh Neelkant Tandel and Mrs. Manisha Santosh Deshekar, owners of the said fifth property, (D) Shri Akshit Suraj Parmar, Shri Abhishek Suraj Parmar, Smt. Fulvanti Ramesh Parmar and Smt. Nayna Suraj Parmar owners of the said seventh property.

M/s. VIHANG ENTERPRISES (Promoters) have submitted following documents and information in respect of the said first to seventh property: -

- 1) Description of the property – is disclosed in **Annexure “A”**
- 2) The documents of allotment of plot - is disclosed in **Annexure “B”**
- 3) The 7/12 extract dated 06/10/2021 in respect of the said first to seventh property issued by Talathi, Saja Owale, Thane and the mutation entries in respect thereof are perused by me and list whereof is annexed hereto and marked as **Annexure “C”**;
- 4) I have caused searches to be taken at the office of the Sub Registrar of Assurances at Thane for the period of 30 years from 1982-2011 issued by Mr. Virendra Tak dated 15/07/2011 and reports for period 2012-2021 issued by Mr. Bipin Adhikari dated 20/10/2021 in respect of the said first to sixth property and search report dated 26/06/2021 for a period of 30 years in respect of the said seventh property.
- 5) Details of Litigation is disclosed in **Annexure “D”**;

On perusal of the above-mentioned documents and all other relevant documents relating to title of the said property I am of the opinion that, subject to outcome of the litigation, the title of the said owners mentioned in the chart in respect to their respective properties is clear, marketable.

Dated this 2nd day of December 2021

Yours Faithfully,

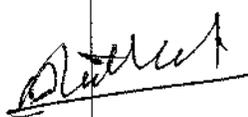


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Dandekar Colony, Opp. Uday Nagar,
Panchpada, Thane (W).

ANNEXURE "A"
DESCRIPTION OF PROPERTY

OLD SURVEY NO	NEW SURVEY NO	HISS NO	AREA IN SQ.MTRS.	NAME OF OWNERS
194	92	8/1	3431 219	Vihang Enterprises Kapil Sharma Gaurav Kapil Sharma Kirtidaksha R. Sharma
194	92	8/2	850	TMC – Road
194	92	8/3	500	Kapil Sharma Gaurav Kapil Sharma Kirtidaksha R. Sharma
194	92	1	1900	Vihang Enterprises
194	92	11/1	1200	Vihang Enterprises
194	92	11/2	900	TMC - Road
194	92	3	900	Vihang Enterprises
194	92	4/1	4000	Smt. Vithabai Gopinath Tandel, Smt. Pushpa Shailesh Bhate, Smt. Budhibai Balu Tandel, Shri Mahesh Mohan Bhokare, Smt. Anjali Eknath Tandel, Smt. Suvarna Sitaram Tandel, Shri Ramakant Gopinath Tandel, Shri Jaywant Gopinath Tandel, Smt. Shankuntala Nandkumar Tandel, Shri Prakash Nandkumar Tandel, Shri Avinash Nandkumar Tandel, Shri Hemant Nandkumar Tandel, Shri Vinayak Neelkanth Tandel, Shri Mangesh Neelkant Tandel and Mrs. Manisha Santosh Deshekar


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194	92	4/2	3000	TMC - Road
194	92	4/3	3200	Smt. Vithabai Gopinath Tandel, Smt. Pushpa Shailesh Bhate, Smt. Budhibai Balu Tandel, Shri Mahesh Mohan Bhokare, Smt. Anjali Eknath Tandel, Smt. Suvarna Sitaram Tandel, Shri Ramakant Gopinath Tandel, Shri Jaywant Gopinath Tandel, Smt. Shankuntala Nandkumar Tandel, Shri Prakash Nandkumar Tandel, Shri Avinash Nandkumar Tandel, Shri Hemant Nandkumar Tandel, Shri Vinayak Neelkanth Tandel, Shri Mangesh Neelkant Tandel and Mrs. Manisha Santosh Deshekar
194	92	10/1	250	TMC - Road
194	92	10/2	1650	Vihang Enterprises
194	92	10/3	300	TMC-Road
194	92	13P	45	Shri Akshit Suraj Parmar, Shri Abhishek Suraj Parmar, Smt. Fulvanti Ramesh Parmar and Smt. Nayna Suraj Parmar

Yours faithfully,



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ANNEXURE "B"
DOCUMENTS OF ALLOTMENT OF PLOT

A. 1. One Shri Pukhraj Hazarimal Jain (hereinafter referred to as 'the said Pukhraj') was absolutely seized and possessed of and/or otherwise sufficiently entitled to the property being land bearing old Survey No.194/8 and new Survey No.92/8, admeasuring 4900 sq. mtrs. or thereabout, situate, lying and being at village Bhayenderpada, Taluka and District Thane (hereinafter referred to as 'the said First Larger Property') and more particularly described Firstly in the First Schedule hereunder written.

2. By a Sale Deed dated 24/09/1999 made and executed by and between 1) Shri Kirtidaksh Rajdaksh Sharma (hereinafter referred to as "the said Kirtidaksh") & 2) Master Gaurav Kapil Sharma (hereinafter referred to as 'the said Gaurav'), through his guardian Shri Kapil Mahendra Sharma (hereinafter referred to as 'the said Kapil'), (hereinafter collectively referred to as "the said First Owners"), therein referred to as the Purchasers of the one part and the said Pukhraj and others therein referred to as the Vendors of the other part, the Vendors therein sold, transferred and conveyed all their rights, title, interest and claim whatsoever in respect of the said First Larger Property along with other properties in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned (hereinafter referred to as 'the said First Sale Deed'). The said First Sale Deed was lodged for registration with the Sub-Registrar of Assurances at Thane under Sr. No.5959/99. Since, the said First Sale Deed was not properly stamped; the said First Owners paid deficit stamp duty along with the penalty and got it registered on 17/11/2003.

3. The said Pukhraj died intestate on or about 08/07/2003, leaving behind him his wife, Vasantibai Pukhraj Jain and his children viz. 1) Bharat Pukhraj Jain, 2) Rekha Pukhraj Jain, 3) Vandana Pukhraj Jain and 4) Jyotsna Pukhraj Jain (hereinafter collectively referred to as 'the heirs of the said Pukhraj') as his only legal heirs in accordance with the law by which he was governed at the time of his death.

4. Meanwhile, Shri Vithabai Gopinath Tandel and 10 others (hereinafter referred to as 'the said Vithabai & others'), were allegedly claiming to be Tenant under the Bombay Tenancy and Agricultural Lands Act, 1948 (hereinafter referred to as 'the Tenancy Act') and in pursuance of the Order passed by Tahsildar and Agricultural Land Tribunal, Thane bearing No.T.A.Sec.70B/Ovale/4/04 dated 05/06/2004 (hereinafter referred to as 'the said First Order'), got their names incorporated in the related revenue records of the said First Larger Property.

5. By a Development Agreement dated 27/11/2003 (hereinafter referred to as 'the said First Agreement') executed by and between 1) Shri Rajdaksh Mahendra Sharma (hereinafter referred to as 'the said Rajdaksh') and 2) the said Kapil (hereinafter collectively referred to as 'the said Sharma Brothers')

therein referred to as the Developers of the one part and the said Vithabai & others therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the portion admeasuring 2500 sq. mtrs. out of the said First Larger Property (hereinafter referred to as 'the said first portion') alongwith other properties more particularly described in the Schedule thereunder written, at or for the consideration and upon the terms and conditions therein contained. The said First Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.7602/2003;

6. Pursuant to the said First Agreement, the said Vithabai & others executed an even dated Power of Attorney (hereinafter referred to as 'the said First POA') in favour of the persons nominated by the Developers therein to enable them to do all acts, deeds, matters and things for and in respect of the development of the said first portion herein alongwith other properties as contained therein. The said First POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.624;

7. By an Agreement for Assignment of Development Rights dated 02/08/2007 (hereinafter referred to as 'the said First Agreement for Assignment') executed by and between the said Sharma Brothers, therein referred to as the Assignors of the one part and the M/s. Vihang Enterprises, a partnership firm (hereinafter referred to as "the said Promoters") therein referred to as the Assignees of the other part, the Assignors therein, in their turn, agreed to assign and entrust the development rights to the Assignees therein for and in respect of the said First portion herein alongwith other properties more particularly described in the Second Schedule thereunder written together with the rights and benefits of the said First Agreement in respect thereof at or for the consideration and upon the terms and conditions contained therein. The said First Agreement for Assignment is registered with the Sub-Registrar of Assurances at Thane under Sr.No.5714/2007;

8. Pursuant to the said First Agreement for Assignment, the said Sharma Brothers executed an even dated Power of Attorney (hereinafter referred to as 'the said Second POA') in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things for and in respect of the said First portion herein alongwith other properties as contained therein. The said Second POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No.842/07;

9. Pursuant to the said First Agreement for Assignment, the said Vithabai & others executed a Power of Attorney dated 14/08/2007 (hereinafter referred to as 'the said POA dated 14/08/2007') in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things for and in respect of the development of the said First portion herein alongwith other properties as contained therein. The said Second POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No.881/07 on 16/08/2007;

10. By a Development Agreement dated 14/08/2007 (hereinafter referred to as 'the said Second Agreement') executed by and between the Promoters therein also referred to as the Developers of the one part and the said Vithabai & others therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the balance portion admeasuring 2500 sq. mtrs. out of the said First Larger Property more particularly described in the Schedule thereunder written (hereinafter referred to as 'the said Second portion'), at or for the consideration and for and upon the terms and conditions therein contained. The said Second Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.6034/2007 on 16/08/2007;

11. Pursuant to the said Second Agreement, the said Vithabai and others executed a Power of Attorney of even date (hereinafter referred to as 'the said Third POA') in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things for and in respect of the said second portion. The said Third POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.880/2007 on 16/08/2007;

12. One Smt. Rama Jiten Koli (hereinafter referred to as 'the said Rama') had inadvertently remained to execute the said Second Agreement and hence, by a Deed of Confirmation/Consent dated 22/08/2007 (hereinafter referred to as 'the said First DOC'), executed by and between the Promoters therein also referred to as the Developers of the One Part and the said Rama therein referred to as the Owner of the Other Part, the Owner therein confirmed and consented to the execution of the said Second Agreement upon the terms as contained therein. The said Deed of Confirmation/Consent is registered with the Sub-Registrar of Assurances at Thane under Sr.No.6226/2007;

13. Pursuant to the said First DOC, the said Rama executed an even dated Power of Attorney (hereinafter referred to as 'the said Fourth POA ') in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things for and in respect of the said First Larger Property. The said Fourth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.909/2007;

14. In pursuance of Order passed by Sub-Divisional Officer, Thane bearing No. TNC/OVALE/9/2008 dated 24/02/2009 (hereinafter referred to as 'the said Second Order'), the Tenancy rights of the said Vithabai & others in respect of the said First Larger Property came to be cancelled and the effect thereof has been accordingly reflected in the related revenue records of the said First Larger Property vide Mutation Entry No.611.

15. By an Agreement for Development dated 14/10/2009 r/w Supplemental Agreement dated 25/01/2011 (hereinafter collectively referred to as 'the said Third Agreement'), made and entered into by and between the First Owners therein also referred to as the Owners of the first part, the said Kapil therein referred to as the Confirming Party of the second part and the Promoters

therein referred to as the Developers of the third part, the Owners therein, with the consent and knowledge of the Confirming Party therein, agreed to grant and the Developers therein agreed to acquire the development rights for and in respect of the said First Larger Property more particularly described in the Schedule thereunder written at or for the consideration of and upon the terms and conditions therein mentioned. The said Third Agreement is registered with the Sub-Registrar of Assurances, Thane under Sr. No.9549/2009 on 14/10/2009 & 1366/2011 on 10/02/2011.

16. Pursuant to the said Third Agreement, the First Owners along with the said Kapil executed Power of Attorney dated 14/10/2009 (hereinafter referred to as 'the said Fifth POA') in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things for and in respect of the said First Larger Property. The said Fifth POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No.497/2009 on 15/10/2009;

17. By a Deed of Rectification dated 13/01/2011, made and executed by and between the Promoters therein referred to as the Developers of the one part and the said Rama therein referred to as the Executant of the other part, the said Rama rectified the date of execution of the said Second Agreement as well as the admeasurement of the property described in the Schedule mentioned in the said First DOC (hereinafter referred to as 'the said First DOR'). The said First DOR is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.371/2011.

18. By another Deed of Rectification also dated 13/01/2011, made and executed by and between the Promoter therein referred to as the Developers of the one part and the said Rama therein referred to as the Executant of the other part, the said Rama rectified the date of execution of the said Second Agreement as well as the admeasurement of the property described in schedule written in the said Fourth POA (hereinafter referred to as 'the said Second DOR'). The said Second DOR is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.370/2011.

19. By a Deed of Confirmation dated 16/03/2018 (hereinafter referred to as "the said DOC dated 16/03/2018") made and executed between the Promoters therein referred to as the party of First Part and Shri Bhavarlal Chhaganlal Jain alias Mehta and 5 others therein referred to as the party of the Second Part, the party of the Second Part therein surrendered their 1/2 alleged right and/or interest in the said First Larger Property at or for consideration and upon the terms and conditions therein contained. The said DOC dated 16/03/2018 is registered with the office of Sub-Registrar of Assurances under SR.No.3922/2018;

20. In pursuance of the said DOC dated 16/03/2018, Shri Bhavarlal Chhaganlal Jain alias Mehta and 5 others also executed Power of Attorney dated 16/03/2018 (hereinafter referred to as "the said POA dated 16/03/2018") in favour of the person nominated by the Promoters to do all acts, deeds, matter

and things in respect of the said First Larger Property as therein contained. The said POA dated 16/03/2018 is registered with the office of Sub-Registrar of Assurances, under Sr.No.3923/2018;

B. 1. The said Pukhraj (during his lifetime) and Shri Babhootmal Krushnaji Jain (hereinafter referred to as 'the said Babhootmal') were absolutely seized and possessed of and/or otherwise sufficiently entitled to the property being land bearing old Survey No.194/1, new Survey No.92/1, admeasuring 1900 sq. mtrs. i.e., the said second property and more particularly described firstly in the second schedule hereunder written and old Survey No.194/11 and new Survey No.92/11, admeasuring 2100 sq. mtrs., both situate lying and being at village Bhayenderpada, Taluka and District Thane and more particularly described Firstly and Secondly respectively in the Second Schedule hereunder written (hereinafter referred to as 'the said Second Property and the said Second Larger Property' respectively);

2. The said Babhootmal died intestate in or about the year 1948 leaving behind him his son Shri Chaganlal Babhootmal Jain (hereinafter referred to as 'the said Chaganlal') as his only legal heir in accordance with the law by which he was governed at the time of his death;

3. The said Chaganlal died intestate on 13/12/1998 (M.E. 235) leaving behind him his widow Sumatibai Chaganlal Jain (hereinafter referred to as 'the said Sumatibai'), three sons viz. Shri. Kantilal Chaganlal Jain (hereinafter referred to as 'the said Kantilal'), Shri. Tejraj Chaganlal Jain (hereinafter referred to as 'the said Tejraj') and Shri Bhawarlal Chaganlal Jain (hereinafter referred to as 'the said Bhawarlal') and a daughter viz. Smt. Devibai Trilokchand Jain (hereinafter referred to as 'the said Devibai') (hereinafter collectively referred to as 'the heirs of the said Chaganlal' except the said Devibai) as his only legal heirs in accordance with the law by which he was governed at the time of his death.

4. The said Devibai died intestate leaving behind her children viz. Harshala Trilokchand Jain (hereinafter referred to as 'the said Harshala') and Raju Trilokchand Jain (hereinafter referred to as 'the said Raju') as her only legal heirs in accordance with the law by which she was governed at the time of her death.

5. The heirs of the said Chaganlal, the said Harshal and the said Raju shall henceforth be collectively referred to as 'the said Original Owners').

6. In the circumstances as recited hereinabove, the said Pukhraj & others as well as the said Original Owners were absolutely seized and possessed of and/or otherwise sufficiently entitled to undivided 50% share in the said Second Property and the said Second Larger Property.

7. By a Sale Deed dated 01/10/1999 made and executed by and between 1) the said Kapil & 2) the said Kirtidaksh, therein referred to as the Purchasers of the one part and the said Pukhraj & others along with the heirs of the said

Chaganlal therein referred to as the Vendors of the other part, the Vendors therein sold, transferred and conveyed all their respective undivided rights, title, interest and claim whatsoever in respect of the said Second Property and the said Second Larger Property along with other properties in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned;

8. Pursuant to the aforesaid Sale Deed dated 01/10/1999, the said Pukhraj & others alongwith the heirs of the said Chaganlal executed an even dated Power of Attorney in favour of the said Kapil and the said Kirtidaksh in order to enable them to do all acts, deeds, matters and things contained therein in respect of the said Second Property and the said Second Larger Property.

9. The said Pukhraj died intestate on 08/07/2003, leaving behind him the heirs of the said Pukhraj as his only legal heirs in accordance with the law by which he was governed at the time of his death.

10. Meanwhile, in pursuance of the said First Order, the said Vithabai & others were declared to be tenants in respect of the said Second Property and the said Second Larger Property and the effect of the said First Order has been recorded on the Second Property and the said Second Larger Property vide Mutation Entry No.241.

11. The aforesaid Sale Deed dated 01/10/1999 inadvertently remained to be lodged for registration and therefore, the parties thereto executed a Deed of Confirmation dated 07/01/2008 confirming the said Sale Deed dated 01/10/1999 and lodged the same alongwith the said Sale Deed dated 01/10/1999 (hereinafter collectively referred to as 'the said Second Sale Deed') for registration and the same is registered in the office of Sub-Registrar of Assurances at Thane under Sr.No.147/2008.

12. By the said First Agreement, executed by and between the said Sharma Brothers therein referred to as the Developers of the one part and the said Vithabai & others therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Second Property and the said Second Larger Property alongwith other properties more particularly described in the Schedule therein written, at or for the consideration and upon the terms and conditions therein contained. The said First Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.7602/2003;

13. Pursuant to the said First Agreement, the said Vithabai & others executed the said First POA in favour of the persons nominated by the Developers therein to enable them to do all acts, deeds, matters and things for and in respect of the said Second Property and the said Second Larger Property as contained therein. The said First POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.624;

14. By the said First Agreement for Assignment dated 02/08/2007 executed by and between the said Sharma Brothers, therein referred to as the Assignors of the one part and the Promoters therein referred to as the Assignees of the other part, the Assignors therein entrusted to the Assignees therein the development rights for and in respect of the said Second Property and portion of the said Second Larger Property admeasuring 150 sq. mtrs. aggregately admeasuring 2050 sq. mtrs. along with other properties more particularly described in the Second Schedule there under written together with the rights and benefits of the said First Agreement in respect thereof at or for the consideration and upon the terms and conditions contained therein. The said First Agreement for Assignment is registered with the Sub-Registrar of Assurances at Thane under Sr.No.5714/2007;

15. Pursuant to the said First Agreement for Assignment, the said Sharma Brothers executed an even dated said Second POA in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things for and in respect of the said Second Property and portion of the said Second Larger Property aggregately admeasuring 2050 sq. mtrs. along with other properties as contained therein. The said Second POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No.842/07;

16. By an Agreement for Assignment dated 23/05/2008 (hereinafter referred to as 'the said Second Agreement for Assignment'), executed by and between the said Sharma Brothers therein referred to as the Assignors of the one part and the Promoters therein referred to as the Assignees of the other part, the Assignors therein entrusted the development rights for and in respect of the balance portion of the said Second Larger Property to the extent of 1950 sq. mtrs., alongwith another property more particularly described in the Second Schedule thereunder written together with the rights and benefits of the said First Agreement in respect thereof at or for the consideration and upon the terms and conditions therein contained. The said Second Agreement for Assignment is registered with the Sub-Registrar of Assurances at Thane under Sr.No.5938/2008;

17. Pursuant to the said Second Agreement for Assignment, the said Sharma Brothers executed Power of Attorney dated 20/05/2007 (hereinafter referred to as 'the said Sixth POA') in favour of the persons nominated by the Assignees therein to enable them to do all acts, deeds, matters and things for and in respect of the development of the balance portion of the said Second Larger Property alongwith another property as contained therein. The said Sixth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.711 on 22/07/2008;

18. Pursuant to the said First Agreement for Assignment as well as the said Second Agreement for assignment, the said Vithabai & others executed the said POA dated 14/08/2007 in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Second Property and the said Second

Larger Property along with other properties as contained therein. The said POA dated 14/08/2007 is registered with the Sub-Registrar of Assurances at Thane under Sr. No.881/07;

19. In pursuance of the said Second Order passed by Sub-Divisional Officer, Thane, the Tenancy rights of the said Vithabai & others in respect of the said Second Property and the said Second Larger Property came to be cancelled and the effect thereof has been accordingly reflected in the related revenue records of the said Second Property and the said Second Larger Property vide Mutation Entry No.611.

20. By a Declaration dated 13/04/2009 (hereinafter referred to as 'the said First Declaration'), the heirs of the said Chaganlal, through their Constituted Attorney, Shri Rajendra Bhavarlal Jain alias Mehta, confirmed, assured and consented to the execution of the said Second Sale Deed in favour of the said Kapil and the said Kirtidaksh. The said First Declaration is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.1672/2009.

21. By an Agreement for Development dated 14/10/2009 r/w Supplemental Agreement dated 01/02/2011 (hereinafter collectively referred to as 'the said Fourth Agreement'), made and entered into by and between the said Kapil and the said Kirtidaksh therein referred to as the Owners of the one part and the Promoters therein referred to as the Developers of the other part, the Owners therein agreed to grant and the Developers therein agreed to acquire the development rights for and in respect of the said Second Property and the said Second Larger Property more particularly described in the Schedule thereunder written at or for the consideration of and upon the terms and conditions therein mentioned. The said Fourth Agreement is registered with the Sub-Registrar of Assurances, Thane under Sr. No.9550/2009 on 15/10/2009 and 1365/2011 on 01/02/2011.

22. Pursuant to the said Fourth Agreement, the said Kapil and the said Kirtidaksh executed an even dated Power of Attorney (hereinafter referred to as 'the said Seventh POA') in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things for and in respect of the said Second Property and the said Second Larger Property as contained therein. The said Seventh POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.496/2009 on 15/10/2009;

23. By a Declaration dated 15/10/2009 (hereinafter referred to as 'the said Declaration'), the heirs of the said Pukhraj confirmed, assured and consented to the execution of the said Second Sale Deed as well as the said POA in favour of the said Kapil and the said Kirtidaksh. The said Declaration is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.9559/2009.

24. By a Deed of Modification dated 30/10/2009 (hereinafter referred to as 'the said First Deed of Modification'), made and executed by the said Sharma Brothers therein referred to as the First Party of the one part and the Promoters

therein referred to as the Second Party of the other part, the parties thereto modified and rectified the description and Schedule of the property more particularly described in the said First Agreement for Assignment by deleting the portion admeasuring 2,500 sq. mtrs. out of the said First Larger Property, the said Second Property and a portion of the said Second Larger Property to the extent of 150 sq. mtrs. in pursuance of the said Second Order at or upon the terms and conditions therein mentioned. The said First Deed of Modification is registered with the Sub-Registrar of Assurances at Thane under Sr. No.2025/2010 on 26/02/2010.

25. By another Deed of Modification also dated 30/10/2009 (hereinafter referred to as the said Second Deed of Modification'), made and executed by the said Sharma Brothers therein referred to as the First Party of the one part and the Promoters therein referred to as the Second Party of the other part, the parties thereto modified and rectified the description and Schedule of the said property more particularly described in the said Second Agreement for Assignment by deleting the balance portion of the said Second Larger Property to the extent of 1950 sq. mtrs. in pursuance of the said Second Order at or upon the terms and conditions therein mentioned. The said Second Deed of Modification is registered with the Sub-Registrar of Assurances at Thane under Sr. No.2024/2010 on 26/02/2010.

26. By a Deed of Rectification dated 13/01/2011, the said Sharma Brothers and the Promoters herein, by mutual consent, rectified and confirmed the mistakes of the said Sixth POA in the manner stated therein (hereinafter referred to as 'the said Third DOR'). The said Third DOR is duly registered with the office of Sub-Registrar of Assurances, Thane under Sr. No.369/2011.

C. 1. One Smt. Amita Anil Vadke and others (hereinafter referred to as 'the said Vadke & others') were owners of the property being land bearing old Survey No. 194/3, new Survey No.92/3, admeasuring 900 sq. mtrs., situate lying and being at village Bhayenderpada, Taluka and District Thane and more particularly described in the Third Schedule hereunder written (hereinafter referred to as 'the said Fourth Property');

2. The said Vithabai & others (heirs of late Shri Gopinath Tandel) were cultivating the said Fourth Property and as such were entitled to be declared as Protected Tenants in accordance with the provisions of the Tenancy Act.

3. By the said First Agreement made and executed by and between the said Sharma Brother's therein referred to as the Developers of the one part and the said Vithabai & others therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Fourth Property alongwith other properties more particularly described in the Schedule therein written, at or for the consideration and upon the terms and conditions therein contained. The said First Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.7602/2003;

4. Pursuant to the said First Agreement, the said Vithabai & others executed an even dated the said First POA in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fourth Property along with other properties as contained therein. The said First POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.624;

5. In pursuance of the Order of Tahsildar and Agricultural Land Tribunal, Thane bearing No.T.A.Sec.70B/Ovale/79/04 dated 28/06/2004 (hereinafter referred to as 'the said Third Order'), the said Vithabai & others were declared to be tenants in respect of the said Fourth Property and accordingly vide Mutation Entry No.244 got their names incorporated in the related revenue records of the said Fourth Property.

6. One Shri Nandakumar Gopinath Tandel i.e. one of the co-tenant of the said Vithabai & others, died intestate on or about 22/12/2004, leaving behind him his wife viz. Smt. Shakuntala Nandkumar Tandel and Children Viz. 1) Shri Prakash Nandkumar Tandel, 2) Shri Avinash Nandakumar Tandel & 3) Shri Hemant Nandkumar Tandel (hereinafter collectively referred to as 'the said heirs of the said Nandakumar') as his only heirs in accordance with the provisions of the law by which he was governed at the time of his death.

7. The said Vithabai & others alongwith the said heirs of the said Nandakumar shall collectively henceforth be referred to as 'the said Second Owners'.

8. By the said First Agreement for Assignment made and executed by and between the said Sharma Brothers, therein referred to as the Assignors of the one part and the Promoters herein therein referred to as the Assignees of the other part, the Assignors therein assigned and entrusted the development rights to the Assignees therein for and in respect of the said Fourth Property alongwith other properties more particularly described in the Second Schedule thereunder written together with the rights and benefits of the said First Agreement in respect thereof at or for the consideration and upon the terms and conditions contained therein. The said First Agreement for Assignment is registered with the Sub-Registrar of Assurances at Thane under Sr.No.5714/2007;

9. Pursuant to the said First Agreement for Assignment, the said Sharma Brothers executed an even dated said Second POA in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fourth Property alongwith other properties as contained therein. The said Second POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.842/07;

10. Pursuant to the said First Agreement for Assignment, the said Second Owners executed the said POA dated 14/08/2007 in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things for and in respect of the development of the said fourth property along

with other properties as contained therein. The said POA dated 14/08/2007 is registered with the Sub-Registrar of Assurances at Thane under Sr. No.881/07;

11. By Order bearing No.TD/Te.6/KUV/VP/S.R.21/2011, dated 17/03/2011, the Sub-Divisional Officer granted development permission u/s. 43(1) of the Tenancy Act to the said Second Owners in respect of the said Fourth Property upon the terms and conditions mentioned therein.

D. 1. One Ratanshi Premji Dharmaday Trust (hereinafter referred to as 'the said Trust') was the owner of the property being land bearing old Survey No.194/4, new Survey No.92/4, admeasuring 10200 sq. mtrs., situate, lying and being at village Bhayenderpada, Taluka and District Thane (hereinafter referred to as 'the said Third Larger Property') and more particularly described Firstly in the Fourth Schedule hereunder written;

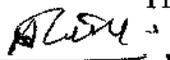
2. Shri Balu Bama Tandel (hereinafter referred to as 'the said Balu') and the said Vithabai & others (heirs of late Shri Gopinath Tandel were cultivating the said Third Larger Property and as such were entitled to be declared as Protected Tenants in accordance with the provisions of the Tenancy Act.

3. The said Balu died intestate leaving behind him 1) Budhibai Balu Tandel and 2) Neelkanth Balu Tandel (hereinafter collectively referred to as 'the said Budhibai and another') as his only heirs in accordance with the provisions of the law by which he was governed at the time of his death.

4. In the circumstances as recited hereinabove, the said Budhibai and another and the said Second Owners are entitled to undivided 50% right, interest, claim and share in the said Third Larger Property.

5. By the said First Agreement made and entered into by and between the said Sharma Brothers therein referred to as the Developers of the one part and the said Vithabai & others therein referred to as the Owners of the other part, the Owners therein agreed to grant to the Developers therein and the Developers therein agreed to acquire from the Owners therein the development rights for and in respect of the undivided 50% share of the Owners therein in respect of the said Third Larger Property alongwith other properties more particularly described in the Schedule 'B' therein written at or for the consideration and upon the terms and conditions therein mentioned. The said First Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.7602/2003;

6. Pursuant to the said First Agreement, the said Vithabai & others executed an even dated said First POA in favour of the persons nominated by the Developers therein to enable them to do all acts, deeds, matters and things for and in respect of the development of the said undivided 50% share of the said Third Larger Property alongwith other properties as contained therein. The said First POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.624;



7. By a Development Agreement dated 02/12/2003 (hereinafter referred to as 'the said Fifth Agreement') r/w Declaration dated 24/11/2005 made and entered into by and between the said Sharma Brothers therein referred to as the Developers of the one part and the said Budhibai & others therein referred to as the Owners of the other part, the Owners therein agreed to grant to the Developers therein and the Developers therein agreed to acquire from the Owners therein the development rights for and in respect of the undivided 50% share of the Owners therein in respect of the said Third Larger Property more particularly described in the Schedule therein written at or for the consideration and upon the terms and conditions therein mentioned. The said Fifth Agreement & the said Declaration are registered with the Sub-Registrar of Assurances at Thane under Sr. No.7715/2003 & 7819/2005 respectively;

8. Pursuant to the said Fifth Agreement, the said Budhibai & another executed an even dated Power of Attorney (hereinafter referred to as 'the said Eighth POA') in favour of the persons nominated by the Developers therein to enable them to do all acts, deeds, matters and things for and in respect of the development of the said undivided 50% share of the said Third Larger Property. The said Eighth POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No.637/03;

9. In the aforesaid premises the said Sharma Brothers are entitled to the said Third Larger Property more particularly described in the Fourth Schedule hereunder written.

10. The said Sharma Brothers had filed Special Civil Suit No.597/2005 (hereinafter referred to as the 'said First Suit') for the Specific performance, declaration and injunction against the said Second Owners in the Court of Civil Judge (S.D.) Thane. Since the Second Owners admitted the contents of the said First Suit, the Hon'ble Court has been pleased to pass Consent Decree dated 07/02/2008 therein;

11. The said Sharma Brothers had filed Special Civil Suit No.588/2005 (hereinafter referred to as the 'said Second Suit') for the Specific performance, declaration and injunction against the said Budhibai & others in the Court of Civil Judge (S.D.) Thane. Since the said Budhibai & others admitted the contents of the said Second Suit, the Hon'ble Court has been pleased to pass Consent Decree dated 07/02/2008 therein;

12. By the said First Agreement for Assignment made and executed by and between the said Sharma Brothers, therein referred to as the Assignors of the one part and the Promoters therein referred to as the Assignees of the other part, the Assignors therein assigned and entrusted the development rights to the Assignees therein for and in respect of a portion admeasuring 1290 sq. mtrs. out of the said Third Larger Property herein alongwith other properties more particularly described in the Second schedule thereunder written together with the rights and benefits of the said First Agreement as well as the said Fifth Agreement in respect thereof at or for the consideration and upon the terms and conditions contained therein. The said First Agreement for Assignment is

registered with the Sub-Registrar of Assurances at Thane under Sr.No.5714/2007;

13. Pursuant to the said First Agreement for Assignment, the said Sharma Brothers executed an even dated said Second POA in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things for and in respect of the development of the portion admeasuring 1290 sq. mtrs., out of the said Third Larger Property along with other properties as contained therein. The said Second POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No.842/07;

14. By the said Second Agreement for Assignment r/w Supplemental Agreement dated 01/02/2011 (hereinafter referred to as 'the said Revised Second Agreement for Assignment') executed by and between the said Sharma Brothers therein referred to as the Assignors of the one part and the Promoters therein referred to as the Assignees of the other part, the Assignors therein entrusted the development rights for and in respect of the balance portion admeasuring 8910 sq. mtrs. out of the said Third Larger Property along with another property more particularly described in the Second Schedule thereunder written together with the rights and benefits of the said First Agreement as well as the said Fifth Agreement in respect thereof at or for the consideration and upon the terms and conditions therein contained. The said Revised Second Agreement for Assignment is registered with the Sub-Registrar of Assurances at Thane under Sr. No.5938/2008 on 22/07/2008 & Sr. No.1408/2011 on 11/02/2011 respectively;

15. Pursuant to the said Second Agreement for Assignment, the said Sharma Brothers executed said Sixth POA r/w said Third DOR in favour of the persons nominated by the Assignees therein to enable them to do all acts, deeds, matters and things for and in respect of the development of the balance portion admeasuring 8910 sq. mtrs. out of the said Third Larger Property alongwith another property as contained therein. The said Sixth POA as well as the said Third DOR is registered with the Sub-Registrar of Assurances at Thane under Sr.No.711 on 22/07/2008 & 369/2011 on 13/01/2011 respectively;

16. Pursuant to the said First Agreement for Assignment as well as the said second agreement for assignment, the said Second Owners executed the said POA dated 14/08/2007 in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Third Larger Property along with other properties as contained therein. The said POA dated 14/08/2007 is registered with the Sub-Registrar of Assurances at Thane under Sr. No.881/07;

17. By Order bearing No.TD/Te.6/KUV/VP/S.R.270/2009, dated 08/07/2009, the Sub-Divisional Officer granted development permission u/s. 43(1) of the Tenancy Act to the said Budhibai & another alongwith the said Second Owners in respect of the said Third Larger Property upon the terms and conditions mentioned therein.

E. 1. 1) Shri Bhaskar Narayan Patil (hereinafter referred to as 'the said Bhaskar') and 2) Kamruddin Badruddin Varekar (hereinafter referred to as 'the said Kamruddin') were seized and possessed of and/or otherwise absolutely entitled to the property being land bearing old Survey No.194/10, new Survey No.92/10, admeasuring 2300 sq. mtrs., situate lying and being at village Bhayenderpada, Taluka and District Thane and more particularly described Firstly in the Fifth Schedule hereunder written (hereinafter referred to as 'the said Fourth Larger Property');

2. The said Kamruddin died intestate in or about in the year 1983 leaving behind him his widow viz. Khatunabi Kamruddin Varekar and his Children i.e. 1) Mohammad Yusuf Kamruddin Varekar, 2) Mohammad Shaddik Kamruddin Varekar, 3) Shri Abdul Jabbar Kamruddin Varekar, 4) Shri Sattar Kamruddin Varekar, 5) Smt. Khairunissa Abdul Latif Bharmar, 6) Smt. Jamelabi Hasan Surme, 7) Smt. Salimabi Abdul Bhure (hereinafter collectively referred to as 'the heirs of the said Kamruddin') as his only legal heirs in accordance with the law by which he was governed at the time of his death.

3. The said Bhaskar died intestate on or about 09/07/1985 leaving behind him his widow Smt. Devkubai Bhaskar Patil, two sons Viz. 1) Harishchandra Bhaskar Patil, 2) Shri. Narayan Bhaskar Patil and four daughters Viz. 1) Smt. Laxmibai Sitaram Patil, 2) Smt. Dharmi Dama Mukadam, 3) Smt. Chandrabhaga Namdeo Patil, 4) Smt. Kamalabai Namdeo Madhavi (hereinafter collectively referred to as 'the heirs of the said Bhaskar') as his only legal heirs in accordance with the law by which he was governed at the time of his death.

4. The heirs of the said Kamruddin Nos. 5 to 7 relinquished and released their undivided right title interest in respect of the said Fourth Larger Property in favour of their brothers i.e., the heirs of the said Kamruddin Nos.1 to 4 by giving oral statement. The Mutation Entry No.1827 has been certified to that effect.

5. By a Sale Deed dated 21/12/1989 made and executed by and between Shri. Dattatraya Vishnu Temgire and 4 others (hereinafter referred to as 'the said Dattatraya and others') therein referred to as the Purchasers of the one part and the heirs of the said Bhaskar alongwith the heirs of the said Kamruddin therein collectively referred to as the Vendors of the other part, the Vendors therein sold, transferred and conveyed all their respective undivided 50% rights, title, interest and claim whatsoever in respect of the said Fourth Larger Property along with another property in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Third Sale Deed'). The said Third Sale Deed is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.8758/89.

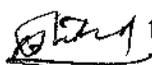
6. By a Development Agreement dated 31/10/2003 (hereinafter referred to as 'the said Sixth Agreement') executed by and between the said Sharma Brothers therein referred to as the Developers of the one part and the said Dattatraya & others therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Fourth Larger Property along with another property more particularly described therein written at or for the consideration and upon the terms and conditions therein contained. The said Sixth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.6974/2003;

7. Pursuant to the said Sixth Agreement, the said Dattatray & others executed an even dated Power of Attorney (hereinafter referred to as 'the said Nineth POA') in favour of the persons nominated by the Developers therein to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fourth Larger Property along with another property as contained therein. The said Nineth POA is registered with the Office of Sub-Registrar of Assurances at Thane under Sr.No.577;

8. Meanwhile, dispute arose between the heirs of the said Bhaskar and the said heirs of the said Kamruddin Nos.1 & 3 in respect of the said Fourth Larger Property resulting thereto they, filed a Special Civil Suit No.446 of 2007 in the Court of the Civil Judge (S.D.), Thane at Thane (hereinafter referred to as 'the said third suit') against the said Sattar, the said Dattatraya and others as well as the said Sharma Brothers & others for declaration and cancellation of the said Third Sale Deed.

9. By Deed of Conveyance dated 09/05/2008 made and entered into by and between the said Dattatraya and others therein referred to as the Vendors of the One Part and the said Sharma Brothers therein referred to as the Purchasers of the Other Part, the Vendors therein sold, transferred and conveyed all their undivided rights, title, interest and claim whatsoever in respect of the said Fourth Larger Property along with another property in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Fourth Sale Deed'). The said Fourth Sale Deed is duly registered with the Office of Sub-Registrar of Assurances at Thane under Sr. No.2806/2008 on 09/05/2008.

10. By a Development Agreement dated 23/05/2008 r/w Supplemental Agreement dated 01/02/2011, made and entered in to between the said Sharma Brothers therein referred to as the Owners of the One Part and the Promoters therein also referred to as the Developers of the Other Part (hereinafter referred to as 'the said Seventh Agreement'), the Owners therein granted to the Developers therein, and the Developers therein agreed to acquire from the Owners therein the development rights for and in respect of the said Fourth Larger Property along with another property more particularly described in the Schedule thereunder written, at or for the consideration and for and upon the terms and conditions therein contained. The said Seventh Agreement is



registered with the sub registrar of Assurances at Thane under Sr. No. 5937/2008 on 22/07/2008 and 1367/2011 on 10/02/2011 respectively;

11. Pursuant to the said Seventh Agreement the said Sharma Brothers executed Power of attorney dated 20/05/2008 (hereinafter referred to as 'the said Tenth POA'), to enable them to do all the acts, deeds, matters and things for and in respect of the development of the said Fourth Larger Property along with another property contained therein. The said Tenth POA is registered with the Sub registrar of Assurances Thane under the Sr. No.712 on 22/07/2008;

12. Upon due negotiations, the parties to the said Third Suit mutually agreed to amicably settled the said Third Suit and accordingly, on 28/09/2010 the heirs of the said Bhaskar and the heirs of the said Kamruddin Nos.1 & 3 have withdrawn the said third suit unconditionally.

13. By a Deed of Rectification dated 13/01/2011, the said Sharma Brothers and the Promoters herein, by mutual consent, rectified and confirmed the mistakes of the date of execution of the said Tenth POA in the manner stated therein (hereinafter referred to as 'the said Fourth DOR'). The said Fourth DOR is registered with the office of Sub-Registrar of Assurances, Thane under Sr. No.368/2011.

F. (1) One Shri Narayan Gajanan Mastan (hereinafter referred to as "the said Narayan") during his life time, was cultivating the land then bearing Old Survey No.194 New Survey No.92 Hissa No.13, admeasuring 2700 sq.mtrs. lying, being & situate at village Bhayenderpada, Taluka & Dist. Thane (hereinafter referred to as "the said Fifth Larger Property") and more particularly described firstly in the Sixth Schedule hereunder written and became entitled to the status of protected tenant under the provisions of the said Act.

(2) After demise of the said Narayan, the names of his legal heirs viz. (1) Kamlibai Narayan Mastan, (2) Ravindra Narayan Mastan, (3) Vasudeo Narayan Mastan, (4) Kantilal Narayan Mastan, (5) Hemant Narayan Mastan, (6) Laxmi Narayan Mastan and (7) Anita Anant Bhoir (hereinafter referred to as "the said Kamlibai & others") were recorded as tenants vide order dated 31/05/2004 bearing No.70B/Owale/77/04 passed by the Hon'ble Tahasildar, Thane.

(3) The said Kamlibai & others filed case bearing No. 32G/Bhayenderpada/21/2005 before the Tahasildar, Thane and got the purchased price fixed in respect of the said Fifth Larger Property. The said Original Owners paid the purchase price fixed in respect of the said Fifth Larger Property and accordingly the 32M Certificate was issued in respect thereof.

(4) In the aforesaid premises the said Kamlibai & others became the owners of the said Fifth Larger Property.

Kirtidaksh (hereinafter collectively referred to as "the said original owners") submitted plans for development of the said First Larger Property, Second Property, Second Larger Property, Fourth Property, Third Larger Property and Fourth Larger Property and the Corporation has sanctioned the plans and also issued Commencement Certificate in respect thereof under V.P. No. S06/0025/08/TMC/TDD /0223/10 dated 29/03/2010.

I. By Order bearing No. REVENUE/C-1/Te-1/NAP/S.R. 52/2010, dated 01/07/2010, the Collector, Thane granted N.A. permission in respect of the portion admeasuring 9996.40 sq. mtrs. out of the said First Larger Property, Second Property, Second Larger Property, Fourth Property, Third Larger Property and Fourth Larger Property upon the terms and conditions mentioned therein.

J. A portion admeasuring 619.28 sq. mtrs. out of the said first larger property as well as portion admeasuring 4107.75 out of the said fourth larger property aggregating to 4727.03 sq. mtrs., is under Green Zone reservation and a portion admeasuring 4989.19 sq. mtrs. & 248.92 sq. mtrs. out of the said First Larger Property, Second Larger Property, Third Larger Property and Fourth Larger Property is reserved for 30 Mtr. wide & 20 Mtr. wide D.P. Road respectively (hereinafter collectively referred to as 'the said reserved area'). The Promoters intend to procure, consume and utilize the TDR in the form of FSI that may be granted by the Corporation in lieu of surrender of the said reserved area, on the said First Larger Property, the said Second Property, the said Second Larger Property, the said Fourth Property, the said Third Larger Property and the said Fourth Larger Property by constructing additional premises/structures on the said First Larger Property, the said Second Property, the said Second Larger Property, the Fourth Property, the said Third Larger Property and the said Fourth Larger Property.

K. By a Declaration cum-Indemnity Bond dated 26/11/2010, registered with the office of Sub-Registrar at Thane under Sr. No.9124/2010, the Promoter have, on behalf of the said original Owners, handed over and surrendered the said reserved area out of the said First Larger Property, the said Second Property, the said Second Larger Property, the Fourth Property, the said Third Larger Property and the said Fourth Larger Property which had been reserved for D.P. Road.

L. In order to exploit the development potential of the said First Larger Property, the said Second Property, the said Second Larger Property, the Fourth Property, the said Third Larger Property and the said Fourth Larger Property to the maximum, the Promoters had decided to develop the same under the MHADA Scheme and therefore, the Developers had applied to the MHADA Authorities with the development proposal of the above property to be carried out in joint venture with the MHADA Authorities (hereinafter referred to as 'the said MHADA'), which has been approved by the said MHADA vide its Letter of Intent bearing No.MH/CE-II/EE-I/497 dated 01/04/2010;

M. The Promoters have, on behalf of the said Original Owners, amended the plans in respect of the said Second Property, the said Second Larger Property, the Fourth Property, the said Third Larger Property and the said Fourth Larger Property and submitted the same to the Corporation for its approval and the same has been sanctioned by the Corporation vide V. P. No. S06/0025/08/TMC/TDD/0250/10 dated 03/05/2010 subject to the terms and conditions therein contained.

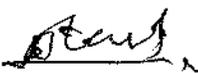
N. Subsequently, the Promoters, by their letter dated 06/12/2010 to the said MHADA, requested to withdraw the said LOI and sanctioned plans dated 03/05/2010. The Promoters submitted revised plans by utilizing and consuming FSI equivalent to 1 in respect of the said Second Property, the said Second Larger Property, the Fourth Property, the said Third Larger Property and the said Fourth Larger Property to the Corporation for its approval and the same has been sanctioned by the Corporation and the Commencement Certificate vide V. P. No. S06/0025/08/TMC/TDD/0338/11 dated 19/01/2011 has been issued by the Corporation.

O. As per amended sanctioned plans, the Promoters are entitled to construct 8 buildings, viz. Type A1, A1 & A2, A2 comprising of Stilt plus seventeen upper floors, Type B1, B2, C1 & C2 comprising of Stilt plus three upper floors on the said Second Property, the said Second Larger Property, the Fourth Property, the said Third Larger Property and the said Fourth Larger Property. However, the Promoters intend to use and consume the FSI as well as TDR potential of the said Second Property, the said Second Larger Property, the Fourth Property, the said Third Larger Property and the said Fourth Larger Property in the form of FSI permissible under the present DCR uponn the said Second Property, the said Second Larger Property, the Fourth Property, the said Third Larger Property and the said Fourth Larger Property and therefore, the Promoters propose to construct additional building/s or additional floors on the said buildings.

P. After handing over the said first reserved area to the Corporation, the some of the survey numbers are re-numbered as per Hissa Form No.12 viz.

i) the said First Larger property came to be sub-divided and renumbered as Survey No.92, Hissa No.8/1 admeasuring 3650 sq. mtrs., and Survey No.92 Hissa No.8/2 admeasuring 850 sq.mtrs. (handed over to the Corporation) and Survey No.92 Hissa No.8/3 admeasuring 500 sq.mtrs. respectively and more particularly described Secondly in the First Schedule hereunder written. As per the TILR Survey done, the area of the said First Larger Property was excess by 100 sq. mtrs.;

ii) the said Second Larger Property, came to be sub-divided and renumbered as Survey No.92 Hissa No.11/1 admeasuring 1200 sq. mtrs., and Survey No.92 Hissa No.11/2 admeasuring 900 sq.mtrs (handed over to the said corporation);



iii) the said Third Larger Property came to be sub-divided and renumbered as Survey No.92 Hissa No.4/1 admeasuring 4000 sq.mtrs., Survey No.92 Hissa No.4/2 admeasuring 3000 sq.mtrs. (handed over to the said Corporation) and Survey No.92 Hissa No.4/3 admeasuring 3200 sq. mtrs.;

iv) the said Fourth Larger Property came to be sub-divided and renumbered as Survey No.92 Hissa No.10/1 admeasuring 250 sq.mtrs. (handed over to the said Corporation), Survey No.92 Hissa No.10/2 admeasuring 1650 sq.mtrs. and Survey No.92 Hissa No.10/3 admeasuring 300 sq. mtrs. (handed over to the said Corporation).

Q. However, after the survey done by the TILR department in respect of the aforesaid reserved areas, it was noticed that there was a difference in the area falling under 30 M and 20 M wide road which was earlier surrendered to the Corporation by aforesaid declaration.

R. By Rectification of Declaration-cum-Indemnity Bond dated 29/08/2012, the aforesaid difference of area falling under 30 M and 20M wide road is rectified which includes- 1) the said First Larger Property to the extent of 850 sq. mtrs. instead of 1064.74 sq. mtrs.; 2) the said Second Larger Property to the extent of 900 sq. mtrs. instead of 912.86 sq. mtrs.; 3) the said Third Larger Property to the extent of 3000 sq. mtrs. instead of 2743.82 sq. mtrs. and 4) the said Fourth Larger Property to the extent of 250 sq.mtrs. & 300 sq. mtrs. instead of 263.49 sq. mtrs. & 248.92 sq. mtrs. The said Rectification of Declaration-cum-Indemnity Bond dated 29/08/2012 is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.6686/2012.

S. By a Deed of Confirmation dated 25/06/2012 made between the said Sharma Brothers therein referred to as the Purchasers of the one part and 1) the said Harshala & 2) the said Raju, through their Constituted Attorney, Shri Rajendra Bhawarlal Jain alias Mehta therein referred to as the Owners of the other part, the Owners therein confirmed, assured and consented to the execution of the Sale Deed dated 01/10/1999. The said Deed of Confirmation dated 25/06/2012 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.5511/2012.

T. By a Deed of Conveyance dated 03/10/2012 (hereinafter referred to as 'the said First Conveyance'), made and executed between the said First Owners, through their C.A., Mr. Yogesh Chandegala, therein referred to as the Vendors of the first part, Kapil Mahendra Sharma, through his C.A., Mr. Yogesh Chandegala, therein referred to as the Confirming Party of the second part and the Promoters therein referred to as the Purchasers of the third part, the Owners therein, with the knowledge and consent of the Confirming Party therein, sold, transferred and conveyed to the Purchaser therein a portion admeasuring 3430.72 sq.mtrs. out of the said First Larger Property (excluding therefrom the area falling under green zone i.e., 619.28 sq. mtrs. and excess area of 100 sq. mtrs.) at or for the consideration and upon the terms and

conditions therein mentioned. The said First Conveyance is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.7579/12.

U. By virtue of the said First Conveyance the Promoters became the owner inter-alia seized and possessed to the area admeasuring 3431 sq.mtrs. (rounded off) out of land bearing New Survey No.92 Hissa No.8/1 and are entitled to the area admeasuring 219 sq.mtrs. out of land bearing New Survey No.92 Hissa No.8/1(P) and area admeasuring 500 sq.mtrs. out of land bearing New Survey No.92 Hissa No.8/3 (the land bearing Survey No.92/8(1) & 8(3) are hereinafter collectively referred to as "the said first property") and more particularly described Secondly in the First Schedule hereunder written.

V. By a Deed of Conveyance dated 03/10/2012 (hereinafter referred to as 'the said Second Conveyance'), made and executed between the said Sharma Brothers, through their C.A., Mr. Yogesh Chandegala, therein referred to as the Vendors of the first part, the said Rajdaksha, through his C.A., Mr. Yogesh Chandegala, therein referred to as the Confirming Party of the second part and the Promoters therein referred to as the Purchasers of the third part, the Owners therein, with the knowledge and consent of the Confirming Party therein, sold, transferred and conveyed the said Second Property & the said Second Larger Property to the extent of 1200 sq. mtrs. (excluding therefrom the area falling under road) aggregating to 3100 sq. mtrs., at or for the consideration and upon the terms and conditions therein mentioned. The said Second Conveyance is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.7580/12.

W. By virtue of the said Second Conveyance the Promoters became the owner inter-alia seized and possessed to the said Second Property and area admeasuring 1200 sq.mtrs. bearing New Survey No.92 Hissa No.11/1 out of the Second Larger Property (hereinafter referred to as "the said Third property") and more particularly described Thirdly in the First Schedule hereunder written.

X. By a Deed of Conveyance dated 04/10/2012 (hereinafter referred to as 'the said Third Conveyance'), made and executed between the said Second Owners, through their C.A., Mr. Yogesh Chandegala, therein referred to as the Vendors of the first part, the said Sharma Brothers, through his C.A., Mr. Yogesh Chandegala, therein referred to as the Confirming Party of the second part and the Promoters therein referred to as the Purchasers of the third part, the Owners therein, with the knowledge and consent of the Confirming Party therein, sold, transferred and conveyed the said Fourth Property at or for the consideration and upon the terms and conditions therein mentioned. The said Third Conveyance is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.7605/12.

Y. By virtue of the circumstances stated hereinabove, the Promoters have become the owners of the said Fourth Property;



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Z. By a Deed of Conveyance dated 03/10/2012 (hereinafter referred to as 'the said Fourth Conveyance'), made and executed between the said Budhibai & others alongwith the said Second Owners, through their C.A., Mr. Yogesh Chandegala, therein referred to as the Vendors of the first part, the said Sharma Brothers, through his C.A., Mr. Yogesh Chandegala, therein referred to as the Confirming Party of the second part and the Promoters therein referred to as the Purchasers of the third part, the Owners therein, with the knowledge and consent of the Confirming Party therein, sold, transferred and conveyed an portion admeasuring 3092.52 sq.mtrs. out of the said Third Larger Property (hereinafter referred to as "the said Fifth Property") and more particularly described secondly in the Fourth Schedule hereunder written at or for the consideration and upon the terms and conditions therein mentioned. The said Fourth Conveyance is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.7582/12, however, the name of the Promoters is yet to be mutated in revenue records.

AA. By virtue of the circumstances stated hereinabove, the Promoters have become the owners of the said Fifth Property to the extent of 3092.25 sq.mtrs.

BB. By a Deed of Conveyance dated 03/10/2012 (hereinafter referred to as 'the said Fifth Conveyance'), made and executed between the said Sharma Brothers, through their C.A., Mr. Yogesh Chandegala, therein referred to as the Vendors of the one part and the Promoters therein referred to as the Purchasers of the other part, the Owners therein sold, transferred and conveyed a portion admeasuring 1650 sq.mtrs. out of the Fourth Larger Property (hereinafter referred to as "the said Sixth Property") and more particularly described secondly in the fifth schedule hereunder written at or for the consideration and upon the terms and conditions therein mentioned. The said Fifth Conveyance is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.7581/12.

CC. By virtue of the circumstances stated hereinabove, the Promoters have become the owners of the said Sixth Property.

DD. The Promoters have, amended the plans in respect of the said First Property to the Sixth Property by loading the setback area as well as FSI in the form of TDR of the said plot and submitted the same to the Corporation for its approval and the same has been sanctioned by the Corporation and the said corporation has also issued Commencement Certificate vide Amended V. P. No. S06/0025/08/TMC/TDD/1293/14 dated 04/12/2014 subject to the terms and conditions therein contained.

EE. As per the Amended/Revised Commencement Certificate the Promoters are entitled to construct building A1, Wing 1 comprising of Stilt + 16 upper floor, Wing 2 comprising of Stilt + 17 upper floors, building A2, Wing 3 & 4 comprising of Stilt + 17 upper floors, building B2 comprising of Stilt + 6 upper floors, building B3 comprising of Stilt + 1 upper floor, building B1 & C1 comprising of Lower Ground + Upper Ground + Stilt + 7 upper floors, building C2 comprising of Stilt + 7 upper floors and a Club House

comprising of Ground + 1 upper floor due to loading and utilization of the said FSI of the said Plots.

FF. The Promoters have commenced and completed the construction of building A1, Wing 1 comprising of Stilt + 16 upper floor, Wing 2 comprising of Stilt + 17 upper floors, building A2, Wing 3 & 4 comprising of Stilt + 17 upper floors, building B2 comprising of Stilt + 6 upper floors, building B1 & C1 comprising of Lower Ground + Upper Ground + Stilt + 7 upper floors, building C2 comprising of Stilt + 7 upper floors on the said First to sixth property.

GG. The said Corporation has issued Part Occupation Certificate bearing No. V.P. No. S06/0025/08 TMC/TDD/ OCC/0558/18 dated 30/05/2018 in respect of building A1, Wing 1 comprising of 1st to 15 upper floor, Wing 2 comprising of 1st + 17th upper floors, building A2, Wing 3 & 4 comprising of 1st to 17th upper floors, building B2 comprising of Stilt + 1st to 6th upper floors, building B1 & C1 comprising of 1st to 7th upper floors, building C2 comprising of Stilt + 1st to 7th upper floors.

HH. As mentioned hereinabove the Corporation have sanctioned the amendment plans and have issued Amended Commencement Certificate No.S06/0025/08 TMC/TDD/2960/19 dated 22/01/2019 subject to the terms and conditions as therein contained.

II. As per the amended plan the Promoters are entitled to construct building A1, Wing 1 comprising of Ground (Part)/Stilt (Part) + 1 to 16 upper floor, Wing 2 comprising of Ground (Part)/Stilt (Part) + 1 to 17 upper floors, building A2, Wing 3 comprising of Ground (Part)/ Stilt (Part) + 1 to 17 upper floors, building A2, Wing 4 comprising of Lower Ground + Upper Ground + Ground (Part)/Stilt (Part) + 1 to 17 upper floors, building B2 & C2 comprising of Stilt + 1st to 7th upper floors, building B1 & C1 comprising of Lower Ground + Upper Ground (Part) + Ground (Part)/Stilt(Part) 1st to 7th upper floors. Further the Promoters intend to amend the said plans by loading TDR on the said property and construct building No. B-3 up to 18th Upper Floors.

JJ. As mentioned hereinabove, the Promoters have submitted amended plans by loading TDR totally admeasuring 3720 sq.mtrs. out DRC bearing No.264 purchased by them vide Deed of Transfer of TDR (Transfer of Development Rights) dated 26/04/2018 registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.6609/2018 from M/s. Balaji Enterprises.

KK. the Corporation have sanctioned the amendment plans and have issued Amended Commencement Certificate No.S06/0025/08 TMC/TDD/3058/19 dated 30/04/2019 subject to the terms and conditions as therein contained.

LL. The said Corporation has issued two Part Occupation Certificate bearing No.V.P. No.S06/0025/08TMC/TDD/ OCC/0721/19 dated 07/08/2019 in respect of building A1, Wing 1 & 2 for Shop Nos1 to 7 on ground floor and

16 floor (part) of Wing 1, building type A2, Wing 3 for Shop NO.8 on ground floor, building type A2 wing 4 for Shop Nos.9 to 11 on Upper Ground Floor and Shop No.12 for Lower + Upper Ground Floor and two flats on the ground floor and building type B2 for 7th floor (part) and Occupation Certificate bearing No. V.P. No. S06/0025/08 TMC/TDD/OCC/0770/19 dated 19/11/2019 in respect of building No. B1 & C1 for Lower Ground + Upper Ground + Ground (Part)/Stilt(part).

MM. The said first to seventh property are hereinafter referred to as the said property.

NN. Meanwhile, Unified Development Control and Promotion Regulations has been sanctioned by the state Government under Sec.37(1AA) (c) and Sec.20(4) of the Maharashtra Regional and Town Planning Act, 1966 vide Notification No. TPS-1818/CR-236/18/DP&RP/Sec.37(1AA) (c) & Sec. 20(4)/UD-13, dated 02/12/2020 (hereinafter referred to as 'the said Unified DCR').

OO. The Promoters are entitled to consume and utilise upon the said property all the potential FSI as might be permissible under the present as well as the said Unified DCR in order to develop the said property to its optimal level and accordingly, the Promoters have submitted revised amended plans therein consuming and utilising all the potential beneficial FSI/TDR as might be permissible upon the said property under the prevailing DCR as well as the said Unified DCR to the Corporation.

MM. The Corporation have sanctioned the amendment plans and have issued Amended Commencement Certificate bearing V.P. No. S06/0025/08TMC/TDD/3782/2 dated: 30TH November 2021 subject to the terms and conditions as therein contained.

NN. As per the revised amended plans, the Promoters are entitled to construction building No.1 to be known as NOVA comprising of Ground + 1st upper floor consisting of commercial premises and 2nd to 19th upper floors consisting of residential premises.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Firstly - (The said First Larger Property)

ALL THAT piece and parcel of land bearing old Survey No. 194/8 and new Survey No.92/8, admeasuring 4900 sq. mtrs. thereabout, situate lying and being at village Bhayenderpada, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

Secondly - (The said First Property)

ALL THAT piece and parcel of the said First Larger Property more particularly described Firstly in the First Schedule hereinabove written subsequently came to be sub-divided and renumbered as Survey No.92, Hissa No.8/1 admeasuring 3650 sq. mtrs. and Survey No.92 Hissa No.8/3 admeasuring 500 sq.mtrs. respectively.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Firstly ('The said Second Property'):

ALL THAT piece and parcel of land bearing old survey No. 194/1, new Survey No.92/1, admeasuring 1900 sq. mtrs., situate lying and being at village Bhayenderpada, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

Secondly (The said Second Larger Property'):

ALL THAT piece and parcel of land bearing old Survey No. 194/11 and new Survey No.92/11, admeasuring 2100 situate lying and being at village Bhayenderpada, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

Thirdly ('The said Third Property'):

ALL THAT piece and parcel of the said Second Larger Property more particularly described Secondly in the Second Schedule hereinabove written, subsequently came to be sub-divided and renumbered as Survey No.92, Hissa No.11/1 admeasuring 1200 sq. mtrs.;

THE THIRD SCHEDULE ABOVE REFERRED TO:

(The said fourth property)

ALL THAT piece and parcel of land bearing old Survey No. 194/3, new Survey No.92/3, admeasuring 900 sq. mtrs., situate lying and being at village Bhayenderpada, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

Firstly: ('The said Third Larger Property')

ALL THAT piece and parcel of land bearing old Survey No.194/4, new Survey No.92/4, admeasuring 10200 sq. mtrs., situate lying and being at village Bhayenderpada, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation

Secondly: (The said Fifth Property)

ALL THAT piece and parcel of the said Third Larger Property more particularly described Secondly in the Second Schedule hereinabove written, subsequently came to be sub-divided and renumbered as Survey No.92, Hissa No.4/1 admeasuring 4000 sq. mtrs. And Survey No.92, Hissa No.4/3 admeasuring 3200 sq. mtrs.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

Firstly: ('**The said Fourth Larger Property**')

ALL THAT piece and parcel of land bearing old Survey No.194/10, new Survey No.92/10, admeasuring 2300 sq. mtrs., situate lying and being at village Bhayenderpada, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation

Secondly: (**The said Sixth Property**)

ALL THAT piece and parcel of the said Fourth Larger Property more particularly described Secondly in the Second Schedule hereinabove written, subsequently came to be sub-divided and renumbered as Survey No.92, Hissa No.10/2 admeasuring 1650 sq. mtrs.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

Firstly: ('**The said Fifth Larger Property**')

ALL THAT piece and parcel of land bearing old Survey No.194/13, new Survey No.92/13, admeasuring 2700 sq. mtrs., situate lying and being at village Bhayenderpada, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation

Secondly: (**The said Seventh Property**)

ALL THAT piece and parcel of the said Fifth Larger Property more particularly described Secondly in the Second Schedule hereinabove written, subsequently came to be sub-divided and renumbered as Survey No.92, Hissa No.10/Part admeasuring 45 sq. mtrs.

Yours faithfully,



[Ashvin D. Rathod]
Advocate High Court

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B.Com, L.L.B. ADVOCATE, HIGH COURT
Dandekar Colony, Opp. Uday Nagar,
Panchpakhadi, Thane (W).

ANNEXURE "C"
List Of 7/12 Extract along with its Mutation Entries

OLD SURVEY NO	NEW SURVEY NO	HISS NO	AREA IN SQ. MTRS.	NAME OF OWNERS	Mutation Entry
194	92	8/1	3431 219	Vihang Enterprises through its partner Yogesh K. Chandegala Kapil Sharma Gaurav Kapil Sharma Kirtidaksha R. Sharma	220, 233, 234, 241, 465, 517, 611, 650, 742, 861, 913, 1027, 1105, 1159, 2061,
194	92	8/2	850	TMC - Road	220, 233, 234, 241, 517, 611, 742, 1105, 1159,
194	92	8/3	500	Kapil Sharma Gaurav Kapil Sharma Kirtidaksha R. Sharma	220, 233, 234, 241, 464, 517, 611, 650, 707, 715, 742, 1105, 1159, 2061,
194	92	1	1900	Vihang Enterprises through its partner Yogesh K. Chandegala	13, 19, 88, 234, 235, 241, 464, 515, 611, 650, 715, 858, 1062, 1105
194	92	11/1	1200	Vihang Enterprises through its partner Yogesh K. Chandegala	220, 233, 234, 241, 289, 464, 516, 591, 611, 650, 715, 742, 858, 1002, 1105, 2061
194	92	11/2	900	TMC - Road	220, 233, 234, 241, 516, 611, 650, 715, 742, 1105,
194	92	3	900	Vihang Enterprises through its partner Yogesh K. Chandegala	226, 244, 279, 464, 556, 558, 580, 650, 715, 859, 1027, 1105
194	92	4/1	4000	Smt. Vithabai Gopinath Tandel, Smt. Pushpa Shailesh Bhate, Smt. Budhibai Balu Tandel, Shri Mahesh Mohan Bhokare, Smt. Anjali Eknath Tandel, Smt. Suvarna Sitaram Tandel, Shri Ramakant Gopinath Tandel, Shri Jaywant Gopinath Tandel, Smt. Shankuntala Nandkumar Tandel, Shri Prakash Nandkumar Tandel, Shri Avinash	1, 3, 205, 227, 237, 525, 580, 588, 589, 597, 715, 946, 1105, 1431, 1873, 1890, 2023

Ashvin D. Rathod

				Nandkumar Tandel, Shri Hemant Nandkumar Tandel, Shri Vinayak Neelkanth Tandel, Shri Mangesh Neelkant Tandel and Mrs. Manisha Santosh Deshekar	
194	92	4/2	3000	TMC - Road	205, 337, 580, 742
194	92	4/3	3200	Smt. Vithabai Gopinath Tandel, Smt. Pushpa Shailesh Bhate, Smt. Budhibai Balu Tandel, Shri Mahesh Mohan Bhokare, Smt. Anjali Eknath Tandel, Smt. Suvama Sitaram Tandel, Shri Ramakant Gopinath Tandel, Shri Jaywant Gopinath Tandel, Smt. Shankuntala Nandkumar Tandel, Shri Prakash Nandkumar Tandel, Shri Avinash Nandkumar Tandel, Shri Hemant Nandkumar Tandel, Shri Neelkant Balu Tandel	3, 205, 227, 237, 580, 589, 597, 715, 742, 946, 1105, 1228,
194	92	10/1	250	TMC - Road	304, 714, 742, 1105, 2174
194	92	10/2	1650	Vihang Enterprises, partner Yogesh K. Chandegala	210, 304, 387, 464, 513, 650, 714, 715, 742, 862, 1062, 1105, 1826, 1949, 2174,
194	92	10/3	300	TMC-Road	300, 304, 714, 742, 2174
194	92	13P	45	Shri Akshit Suraj Parmar, Shri Abhishek Suraj Parmar, Smt. Fulvanti Ramesh Parmar and Smt. Nayna Suraj Parmar	70, 204, 242, 340, 342, 350, 353, 464, 585, 587, 606, 636, 817, 1014, 1062, 1105, 1286, 1431, 1873, 2022

Yours Faithfully,



[Ashvin D. Rathod]
Advocate High Court

ASHVIN D. RATHOD
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Dandekar Colony, Opp. Uday Nagar,
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ANNEXURE "D"

LITIGATIONS DETAILS

One Shri Jaywant Ziprya Thakur has filed **Regular Civil Suit bearing No.233/2010** against Smt. Shakuntala Nandkumar Tandel & others for declaration and injunction in respect of the land bearing Old Survey No.194 New Survey No.92 Hissa No.4 and the same is pending with the **Hon'ble 5th Jt. Civil Judge Senior Division Thane**. However, no adverse order has been passed till date in the said suit.

Yours Faithfully,



[Ashvin D. Rathod]
Advocate High Court

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