



NL/DJM/10655/ 9246/ 2016

November 3, 2016

TITLE CERTIFICATE

To,

Adhiraj Constructions Private Limited
303, Sharda Chambers,
New Marine Lines,
Mumbai - 400 020

Re: All those pieces and parcels of land admeasuring in the aggregate about [15] Hectares [74.50] Ares equivalent to [1,57,450] square meters and bearing Survey nos./Hissa nos. 64/2, 66/2, 67/1, 67/2/1, 67/2/2, 67/4, 68/1A, 68/1B, 68/2, 68/4, 69/0, 70/1, 70/2, 71/2, 71/3, 71/4, 72/1A, 72/1B, 72/3, 76/1, 76/2/1, 76/2/2, 77/1, 77/2, 79/3, 86/1, 86/2, 88/0, 89/1, 89/2, 90/0, 91/3, 99/2 situate, lying and being at Village Rohinjan, Taluka Panvel and District Raigad (collectively called or referred to as the "Lands")

A. INTRODUCTION:

You have instructed us to investigate the status of title of Adhiraj Constructions Private Limited, a private limited company incorporated and registered under the provisions of Companies Act, 1956 and having its registered office address at 303, Sharda Chambers, New Marine Lines, Mumbai, 400 020 (the "Company") to the Lands. In this regard we have undertaken the following steps as appearing after the disclaimers.

B. DISCLAIMERS:

In connection with this certificate ("Title Certificate") it may be noted that:-

1. This Title Certificate is prepared solely for the use of the Company. No other person may rely on it for any purpose whatsoever.
2. We have, at the instructions of the Company, conducted a title investigation relating to the Lands for the purpose of issuing our Title Certificate. It is expressly clarified that this Title Certificate is to ascertain the rights of the Company to the Lands and does not address any other issue.

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sale deeds were not available for inspection, we have relied upon the relevant mutations in the revenue records.

- g. We have not been furnished with the official demarcation. Therefore, we do not offer any observations and/or comments in respect of the demarcation and survey of the said Lands and this Title Certificate is not dealing with issues, if any, arising out of the official demarcation as the same has not been made available to us for our perusal.
- h. Family trees of the predecessors in title of the Company have not been furnished to us. The Hindu Undivided Family is presumed to be joint unless otherwise proved. Relying upon the same, conclusions about various matters of fact and law to the extent possible have been drawn from the perusal of the Revenue records made available to us.
- i. The Village Form no. VIII-A recording the consolidated holdings of the respective individuals dealing with the respective lands comprised in the said Lands, evidencing their consolidated holdings as envisaged under The Maharashtra Agricultural Lands (Ceiling on Holdings) Act, 1961, have not been furnished to us. It is seen that portions out of said Lands have been dealt with by separate individuals from time to time. In the absence of records relating to the consolidated holding of the respective parties, we are unable to comment on their holding being within or exceeding the limits prescribed under the Agricultural Lands Ceiling Act. The present Title Certificate is issued subject to the same.
- j. Since it is revenue based title we have taken the VII/XII extracts as the root of title and have assumed the authenticity of the VII/XII extracts and the corresponding mutation entries. In certain cases, we have not been furnished with documents / orders / letters / correspondences referred to in the mutation entries. In such cases, we have relied upon the contents of the mutation entries since as per Section 157 of the Maharashtra Land Revenue Code, 1966, the entries made in record of rights and a certified entry in the register of mutations are presumed to be true until the contrary is proved or a new entry is lawfully substituted therefor.

3. We have received certain instructions and information in relation to preparation of this Title Certificate from the Company and we have relied on information furnished by the Company regarding the title of the Company to the Lands.
4. In connection with this Title Certificate it may be noted that:-
 - a. The accuracy of this Title Certificate necessarily depends on the documents furnished to us and the information provided to us during the course of our discussions and responses to our requisitions, being true, complete and accurate and which we have assumed to be the case.
 - b. For the purpose of this Title Certificate we have through a search clerk, conducted searches at the Offices of the Sub-Registrar of Assurances, Panvel-1, 2, 3, 4 & 5. However, searches at the office of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated.
 - c. Unless specifically stated otherwise in the main section of this Title Certificate, we have not verified whether the formalities which have a direct bearing on the enforceability of the contractual or other arrangements comprised in the documents furnished to us and/or the information provided to us during the course of our discussions have been complied with or not.
 - d. We did not have any access directly to the predecessors in title of the Company to ascertain various aspects about the holding such as the persons who comprised of their Hindu Undivided Families, the undivided shareholding of the individuals in the Lands, the boundaries of the holding and other like issues.
 - e. We have assumed that all the documents as referred herein furnished to us for our review have been validly executed and delivered by the parties to them and that all documents are within the capacity and powers and have been validly authorized by each party.
 - f. The present Title Certificate is submitted on the basis of perusal of photocopies of sale deeds and other documents as also revenue records as are referred to in this Title Certificate. In cases where the

C. STEPS:

- For the purpose of issuing this Title Certificate, we have undertaken the following:-
- a. Caused searches to be conducted at the Offices of the Sub-Registrars, Panvel - 1, 2, 3, 4 and 5 for the period 1961 to 2016 (both inclusive). Copies of the Search Reports dated 17th May, 2016 and 7th October, 2016 are annexed hereto and marked as **Annexure 'A1'** and **"A2"** respectively. The searches for the records in the year 2016 have been conducted for the period upto 7th October, 2016.
 - b. Caused searches of the relevant documents in respect of the registered charges of the Company as may be available for inspection on the portal of Ministry of Corporate Affairs on May 27, 2016 and on September 26, 2016. Copy of the Search Reports dated June 9, 2016 and September 28, 2016 issued by Jayshree Dagli & Associates, Company Secretaries is annexed hereto and marked as **Annexure "B1"** and **"B2"** respectively.

- c. Perused photocopies of extracts of Village Form No. VII/XII, extracts of mutation entries and other revenue records made available to us and as referred to in this Title Certificate;
- d. Perused the photocopies of the title deeds with respect to the said Lands made available to us.
- e. Since the year 2000, in addition to the system of keeping the Revenue Records manually, the Government of Maharashtra has introduced a system of maintaining record of rights by using suitable electronics systems. Accordingly, in addition to the manual records computerized records are also maintained. However, it is our experience that numerous mistakes and errors have crept in and continue to creep into the record of rights maintained by using electronic system. Therefore, in this Title Certificate, we have only relied upon the manual records furnished to us.
- f. Carried out inspection of the original title documents. A list setting out the details of the original title documents furnished to us for inspections mentioned above is annexed hereto and marked as Annexure "C".
- g. Caused notice to be published in the 10th March, 2016 Mumbai edition of the newspapers The Times of India (Classified) and Navshakti, inviting objections to the title of the Company to the said Lands.
- h. Perused and relied upon the Declaration dated November 3, 2016 made by the Company with respect to all the facts concerning the said Lands.
- i. The permissions / approvals obtained in respect of the Lands are set out in a common paragraph in this Title Certificate and for the sake of brevity, we have not repeated the details of such permissions for every survey number as may be relevant to such survey number. Further, we have not commented upon whether the Company has complied with the terms and conditions of such permissions / approvals.
- j. The opinion as stated hereinbelow is subject to and based on the Observations contained in this Title Certificate and shall be read and construed accordingly.

D. OBSERVATIONS:

a. Survey no.64 Hissa no.2 admeasuring 00 Hectares 20.30 Ares:

1. We have been furnished with the extracts of Village Form VII/XII for the period 1929-1930 to 1938-1939, 1978-1979 to 1994-1995; 1996-1997 to 2007-2008; and 2002-2003 to 2015-2016. Upon perusal of the VII/XII extract for the period 1929-1930 to 1938-1939, it is seen that the name of Ganu Babu Patil is recorded as the holder of the captioned land. Further, by and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the balance VII/XII extracts, if required, we will update the Title Certificate accordingly.
2. We have been furnished with a certificate 5th June, 2010 issued by the Talathi, Rohinjani stating that mutation entries are available from Mutation Entry no.98 onwards and that Mutation Entry no.64 is not available. We have relied upon the said certificate.
3. Mutation Entry no.390 dated 16th June, 1951 records that Ganu Babu Patil expired on 2nd March, 1951 and was survived by his sons (a) Hirya Ganu Patil, (b) Hasha Ganu Patil, (c) Shama Ganu Patil, (d) Atmaram Ganu Patil, (e) Budhya Ganu Patil and (f) Babu Ganu Patil. The said mutation entry further records that Hirya Ganu Patil became entitled to a share of 02 Anna 08 Pai in *inter alia* the captioned land and the others along with Hasha Ganu Patil became entitled to a share of 13 Anna 08 Pai in *inter alia* the captioned land. However, it is not clear as to how the aforementioned shares were arrived at. In the absence of any supporting documents, we have relied upon the contents of the said mutation entry.
4. Mutation Entry no. 402 dated 26th June, 1952 records that Hirya Ganu Patil is entitled to the captioned land and pursuant to the statement made by the holders, Hirya Ganu Patil has no rights in the other lands mentioned in the said mutation entry.
5. Mutation Entry no.1046 dated 26th November, 1990 records that Hirya Ganu Patil expired in the year 1985 and was survived by (a)

Banubai Hirya Patil (wife) and (b) Janardan Hirya Patil (adopted son). Accordingly, the names of the heirs were mutated on record. In the absence of any supporting documents, we cannot comment upon the adoption.

6. Mutation Entry no.2280 dated 31st January, 2006 records that Banubai Hirya Patil expired on 31st December, 1995 and was survived by her only heir Janardan Hirya Patil. Accordingly, the name of the heir was mutated on record.
7. By and under an Agreement for Sale dated 29th January, 2008 registered with the office of the Sub-Registrar, Panvel at Serial no. 939 of 2008, Janardan Hirya Patil agreed to sell and transfer in favour of Sangita Brijbhushan Gupta the captioned land, for the consideration and in the manner stated therein. The Agreement records that the land was sold for legal and financial necessity of the joint family.
8. By and under a Sale Deed dated 15th July, 2010 registered with the office of the Sub-Registrar, Panvel - 1 at Serial no 8674 of 2010, (a) Janardan Hirya Patil, with the consent of (b) Shilpa Janardan Patil (being a minor, through her guardian father (a) above), (c) Nirabai Janardan Patil, (d) Balnath Janardan Patil, (e) Trupti Balnath Patil, (f) Prem Balnath Patil, (g) Pralay Balnath Patil ((f) and (g) being minors, through his guardian father (d) above), (h) Anjali Harchandra Bhoir alias Anjali alias Anjani Janardan Patil, (i) Vaishali Motiram Bhoir alias Vaishali Janardan Patil and (j) Vijayanta Yashwant Patil alias Vijayanta Janardan Patil ((b) to (j) above through their power of attorney holder Kuri Bihari Gupta) sold and transferred in favour of Sangita Brijbhushan Gupta the captioned land admeasuring 00 Hectares 20.30 Ares, for the consideration as mentioned therein, which fact has been recorded vide Mutation no.2614 dated 6th August, 2010. The Sale Deed records that the land was sold for legal and financial necessity of the joint family. Annexed to the Sale Deed is a copy of the Power of Attorney dated 2nd March, 2009 authenticated by Advocate Prafulla Mhatre, Notary and noted and registered at Serial no.437 of 2009 of his register, the aforementioned vendors granted in favour of Kuri Behari Shivshankar Gupta the powers mentioned therein for enabling him to undertake the acts,

deeds and things mentioned therein.

9. By and under a Deed of Family Declaration dated 15th July, 2010 registered with the Sub-Registrar, Panvel - 1, at Serial no.8675 of 2010, (a) Janardan Hirya Patil, (b) Shilpa Janardan Patil (being a minor, through her guardian (father) Janardan Hirya Patil), (c) Nerabai Janardan Patil, (d) Balnath Janardan Patil, (e) Trupti Balnath Patil, (f) Prem Balnath Patil (being a minor, through her guardian (father) Balnath Janardan Patil), (g) Pralay Balnath Patil (being a minor, through her guardian (father) Balnath Janardan Patil), (h) Anjali Harchandra Bhoir alias Anjali alias Anjani Janardan Patil, (i) Vaishali Motiram Bhoir alias Vaishali Janardan Patil and (j) Vijayanta Yashwant Patil alias Vijayanta Janardan Patil *inter alia* gave declarations in respect of their title to the captioned land, declared that the captioned land was jointly owned and possessed by them and that they have executed an Agreement for Sale dated 29th January, 2008 in favour of Sangita Brijbhushan Gupta in respect thereof. Further, they have confirmed the sale transaction under the Sale Deed on 15th July, 2010 in favor of Sangita Brijbhushan Gupta.
10. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
11. Upon perusal of an extract of Mutation Entry no.2668 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the VII/XII extract should be updated to delete the same.
12. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares

74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.

13. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel – 4, at Serial no.1000 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel – 4, at Serial no.1001 of 2016, Sangita Brijbhushan Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta *inter alia* the captioned land admeasuring 00 Hectares 20.30 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2870 dated March 10, 2016. The Supplement to Indenture of Conveyance *inter alia* records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2860 dated 19th February, 2016; however, on account of correction therein, Mutation Entry no.2870 was prepared and the said Mutation Entry no.2860 was cancelled.
14. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.64 Hissa no.2 admeasuring 00 Hectares 20.30 Ares.
15. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate (including the obligation of the Company to handover / transfer the area mentioned therein to MMRDA / concerned authority), we are of the opinion that the Company is the owner of the land bearing Survey no.64 Hissa no.2 admeasuring 00 Hectares 20.30 Ares and the title of the Company to the captioned land is clear and marketable.

by the entire family and that as per the aforesaid oral declaration, all the properties of Kalya Mahadu Mhatre came to be partitioned and divided and the captioned land came to the share of Dhakalu Kalu Mhatre. Further, the Company has informed us that no claims / objections challenging the aforesaid partition has been received by it till date.

4. Mutation Entry no.970 dated June 13, 1988 records that Dhakalu Kalya Mhatre expired in the year 1985 and was survived by Tribhambak Dhakalu Mhatre, Shama Dhakalu Mhatre, Maruti Dhakalu Mhatre, Balaram Dhakalu Mhatre, Gunabai Kashinath Patil and Shantabai Joma Phadke. Accordingly, the names of the heirs were mutated on record.
5. By and under a Release Deed dated 16th November, 2006 registered with the office of the Sub-Registrar, Panvel – 1, at Serial no.9044 of 2006, Tribhambak Dhakalu Mhatre, Shama Dhakalu Mhatre, Maruti Dhakalu Mhatre, Gunabai Kashinath Patil and Shantabai Joma Phadke released in favour of Balaram Dhakalu Mhatre all their rights, title and interest in the captioned land, without any consideration, which fact has been recorded under Mutation Entry no.2313 dated 5th January, 2007.
6. Mutation Entry no.2599 dated 7th June, 2010 does not pertain to the captioned land and the same should be deleted from the VII/XII of the captioned land.
7. By and under a Sale Deed dated 17th February, 2010 registered with the office of the Sub-Registrar, Panvel – 2, at Serial no.1613 of 2010, (a) Balaram Dhakalu Mhatre (b) Parvati Balaram Mhatre, (c) Sopan Balaram Mhatre (being a minor, represented by his guardian father Balaram Dhakalu Mhatre), (d) Janardan Balaram Mhatre, (e) Jaysree Janardan Mhatre, (f) Bhavna Janardan Mhatre, (g) Sanjana Janardan Mhatre, (h) Siddhesh Janardan Mhatre ((f), (g) and (h) through their guardian father Janardan Balaram Mhatre) (i) Gajanan Balaram Mhatre, (j) Apha Gajanan Mhatre, (k) Divya Gajanan Mhatre, (l) Payal Gajanan Mhatre, ((k) and (l) through their guardian father Gajanan Balaram Mhatre), (m) Bharati Balaram Mhatre alias

b. Survey no.66 Hissa no.2 admeasuring 00 Hectares 27 Ares:

1. We have been furnished with an extract of Village Form VII/XII in respect of the captioned land for the period 1929-1930 to 1938-1939, 2002-2003 to 2015-2016. Upon perusal of the VII/XII extract for the period 1929-1930 to 1938-1939, it is seen that the name of Kalya Mahadu Mhatre is reflected as the holder of the land bearing Survey no.66 Hissa no.2 admeasuring 00 Hectares 27 Ares. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the VII/XII extracts for the balance period, if required, we will update the Title Certificate accordingly.
2. We have been furnished with a certificate 22nd January, 2010 issued by the Talathi Saja, Rohinjan stating that mutation entries are available from Mutation Entry no.98 onwards and that Mutation Entry no.68 is not available. We have relied upon the said certificate.
3. Mutation Entry no.599 dated March 26, 1965 records that Kalya Mahadu Mhatre expired in and around the year 1965 and was survived by (a) Dhakalu Kalya Mhatre, (b) Ladku Kalya Mhatre and (c) Undrya Kalya Mhatre. The name of Dhakalu Kalya Mhatre, as the Karta of the joint family, was mutated on record. Further, upon perusal of an extract of Mutation Entry no. 885 dated 16th October, 1981, it appears that pursuant to the oral declaration given by Dhakalu Kalu Mhatre, a partition amongst (i) Dhakalu Kalu Mhatre, (ii) Ladku Kalya Mhatre and (iii) Undrya Kalya Mhatre was effected in respect of various land parcels as mentioned therein. Though the Mutation Entry no. 885 does not specifically mention the survey number of the captioned land, M/s.Adhiraj has informed us that pursuant to the aforesaid oral partition, the captioned land also stood partitioned amongst (i) Dhakalu Kalu Mhatre, (ii) Ladku Kalya Mhatre and (iii) Undrya Kalya Mhatre and the captioned land came to the share of Dhakalu Kalu Mhatre. The said fact has not been substantiated by any document. However, the Sale Deed dated 17th February, 2010 as mentioned hereinbelow *inter alia* states that Dhakalu Kalya Mhatre made an oral declaration which was accepted

Bharti Tukaram Patil, (n) Tara Balaram Mhatre alias Tara Jayantia Salunke and (o) Dwarakabai Balaram Mhatre alias Darshana Bhalchandra Patil sold and transferred in favour of Kunj Behari Gupta the captioned land admeasuring 00 Hectares 27 Ares, for the consideration and in the manner as stated therein, which fact has been recorded under Mutation Entry no.2600 dated 7th June, 2010. The Sale Deed records that the land was sold for legal and financial necessity of the joint family. In furtherance of the aforementioned Sale Deed, vendors also executed a Power of Attorney dated 17th February, 2010 registered with the Sub-Registrar, Panvel – 2, at Serial no.1614 of 2010 in favour of the said Kunj Behari Gupta to enable him to do all the acts, deeds and things mentioned therein. The Company has informed us that the entire consideration has been received by the vendors from the purchaser.

8. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/YSR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
9. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel – 4, at Serial no.995 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel – 4, at Serial no.996 of 2016, Kunj Behari Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta the lands bearing Survey no.66 Hissa no.2 admeasuring 00 Hectares 27 Ares and Survey no.67 Hissa no.2/1 admeasuring 00 Hectares 48.3 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2869 dated March 10, 2016. The Supplement to Indenture of Conveyance *inter alia* records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire

consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2859 however, on account of correction therein, Mutation Entry no.2869 was prepared.

10. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.66 Hissa no.2 admeasuring 00 Hectares 27 Ares.
11. In light of what is discussed above and subject to the observations made by us herein and further subject to the compliance of all the permissions / approvals as stated in Permission - Approval section of this Title Certificate including the obligation of the Company to handover / transfer the area mentioned therein to MMRDA / concerned authority), we are of the opinion that the Company is the owner of the land bearing Survey no.66 Hissa no.2 admeasuring 00 Hectares 27 Ares and the title of the Company to the captioned land is clear and marketable.

c. Survey no.67 Hissa no.1 admeasuring 00 Hectares 77 Ares;

1. We have been furnished with a letter dated 14th September, 2009 wherein the Tehsildar, Panvel has stated that the VII/XII extracts in respect of the captioned land for the period 1956 to 1963-1964 are not available. We have been furnished with VII/XII extracts in respect of the captioned land for the period 1929-1930 to 1938-1939; 1978-1979 to 1994-1995; 1996-1997 to 2007-2008 and 2002-2003 to 2015-2016. Upon perusal of the VII/XII extract for the period 1929-1930 to 1938-1939, it is seen that the name of Mohammed Hussain Patil, being a minor, represented by his mother Aminabai Ahmed Patil is reflected as the holder of the captioned land admeasuring 01 Acre 36 Gunthas. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the VII/XII extract for the balance period, if required, we will update the Title Certificate accordingly.

Sitaram Mhatre, (f) Bemtibai Bama Mhatre, (g) Rukhmibai Dama Patil, (h) Manjibai Dharmji Patil, and wife (i) Sakhubai Shiva Mhatre. It further appears that since Shaik Mhatre and Dinkar Mhatre were in possession of the captioned land, only their names were mutated on record as the co-sharers. There is no document on record reflecting the manner in which the rights of the (c) to (i) above were dealt with subsequently. However, Chindhabai Sitaram Mhatre had objected to release of her rights in the manner stated hereinafter and the said objection was thereafter withdrawn. It is pertinent to note that proceedings under Section 32G of the Tenancy Act were also held and it is presumed that the rights of all the concerned persons were considered by the authorities.

6. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
7. Mutation Entry no.767 dated 11th June, 1973 records charge of Vividh Vikas Karyakari Society Limited, Rohinjan in respect of loan of Rs.1,500/- availed of by Shalik Shiva Mhatre and Dinkar Shiva Mhatre from the society. However, on repayment of the said loan of Rs.1,500/- by Shalik Shiva Mhatre, the charge and name of the Society was deleted from other rights' column of Village Form no. VII of the subject land vide Mutation Entry no.2379 dated 1st October 2007. It is pertinent to note that another Mutation Entry no.2526 dated 1st October, 2007 also records the aforementioned fact. It is not clear as to why two separate mutation entries recording the same fact have been certified.
8. Mutation Entry no. 2223 dated 5th December, 2004 records that Dinkar Shiva Mhatre expired on 27th May, 1999 and was survived by daughters (a) Anita Chandrakant Nimase, (b) Sunanda Sundar Patil and (c) Vitahabai Dinkar Mhatre. Accordingly, the names of the heirs were mutated on record.

2. The extract of Mutation Entry no.197 dated 20th June, 1936 furnished to us is not completely legible. Upon perusal of the legible portion, it appears that one Inram Ahmed Patil expired on October 19, 1935 and was survived by his sons Mohammed Hussain, Mohammed Ismail, Abdul Hamid and Mohammed Saddik Ibrahim Patil and others (being minors, through their mother Aminabai Ahmed Patil). Further, the said mutation entry does not appear to reflect the captioned land.
3. The name of Shiva Changu Mhatre was recorded as protected tenant of the land bearing Survey no.67 Hissa no.1 vide Mutation Entry no.355 dated 2nd February, 1948.
4. On perusal of Mutation Entry no.553 dated 25th April, 1961, it is seen that an Order bearing no.Tenancy/SR/284, 285 dated 25th March, 1961 has been passed by the Agricultural Land Tribunal and Upper Tehsildar, Panvel under Section 32G of Tenancy Act. As per the said Order, the name of Mohammed Hussain Ibrahim Patil, being owner, was mutated in the other rights column and name of Shiva Changu Patil, being the tenant purchaser, was mutated in the holder's column of Village Form VII of inter alia the land bearing Survey no.67 Hissa no.1 and further, the charge of the purchase price was recorded in the other rights column. Since, we have not been furnished with the documents pertaining to the tenancy proceedings, we have no comments to offer on the same and as such we have relied upon the contents of the said mutation entry. The surname of Shiva Changu is reflected as Patil at some places and as Mhatre at some places. We presume that they are one and the same person. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Panvel to furnish them with inter alia the copies of the documents pertaining to the Section 32G proceedings, order passed under Section 32G and certificate issued under Section 32M. Upon receiving the aforementioned documents, we will update the Title Certificate accordingly.
5. Mutation Entry no.687 dated 11th May, 1969 records that Shiva Changu Mhatre expired in or around the year 1968 and was survived by sons (a) Shalik Shiva Mhatre, (b) Dinkar Shiva Mhatre, daughters (c) Nirabai Baiya Mhatre, (d) Shantabai Baiya Patil, (e) Chindhabai
9. Thereafter, pursuant to the payment of the purchase price by Anita Chandrakant Nimase and others to Mohammed Hussain Ibrahim Patel and on receipt of the Certificate bearing no.Tenancy/32M/08 dated September 30, 2008 issued by the Upper Tehsildar and Land Tribunal, Panvel - Raigad under Section 32M of the Tenancy Act, the charge of the erstwhile owner was deleted from the other rights column. The aforesaid is recorded vide Mutation Entry no.2521 dated 4th July, 2009. We have also been furnished with a Certificate bearing no.Tenancy/KAT/549/07 dated 29th August, 2007 issued by the Upper Tehsildar and Land Tribunal, Panvel - Raigad under Section 32M of the Tenancy Act and registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.7412 of 2007, recording payment of the purchase price of Rs.717/- by Shiva Changu Patil to Mohammed Hussain Ibrahim Patel. It is not clear as to why separate certificates were issued.
10. By and under an Agreement for Sale dated 21st August, 2009 registered with the office of the Sub-Registrar, Panvel - 2, at Serial no.5002 of 2009, (a) Shalik Shiva Mhatre alias Patil, (b) Anita Chandrakant Nimase, (c) Sunanda Sundar Patil alias Anandi Sundar Patil, (d) Vitahabai Dinkar Mhatre alias Patil, (e) Thakubai alias Thakabai Shalik Mhatre alias Patil, (f) Prabhakar Shalik Mhatre alias Patil, (g) Dhanubai Prabhakar Mhatre alias Patil alias Dhanubai Prabhakar Patil, (h) Pratiksha Prabhakar Mhatre alias Patil and (i) Pavan Prabhakar Mhatre alias Patil ((g) and (h) being minors, represented by their natural guardian and father Prabhakar Shalik Mhatre alias Patil) (the "Shalik Mhatre Family") agreed to sell and transfer in favour of Minal Kurj Behari Gupta the captioned land for the consideration and on such terms and conditions as stated therein.
11. By and under a Sale Deed dated 3rd February, 2010 registered with the office of the Sub-Registrar, Panvel - 2, at Serial no.1155 of 2010, the Shalik Mhatre Family sold and transferred in favour of Minal Kurj Behari Gupta inter alia the captioned land admeasuring 00 Hectares 77 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2574 dated 14th March, 2010. The Sale Deed records that the land was sold for legal and financial necessity of the family. Annexed to the Sale Deed is a

- copy of the Order bearing no.Tenancy/Sale Permission/SR 829/2009 (Agriculture) dated 27th January, 2010 whereby the Sub-Divisional Officer, Panvel has granted its permission to the Mhatre Family to sell the captioned land to Minal Kunj Behari Gupta for the purpose of agriculture only and on the terms mentioned therein. In furtherance to the aforementioned Sale Deed, the Shalk Mhatre Family also executed an Irrevocable Power of Attorney dated 2nd February, 2010 registered with the office of the Sub-Registrar, Panvel – 2, at Serial no.1156 of 2010 in favour of nominee of Minal Kunj Behari Gupta i.e. Brijhushan Shivshankar Gupta thereby enabling the attorney to undertake the acts, deeds and things mentioned therein.
12. By and under a Declaration dated 4th February, 2010 registered with the office of the Sub-Registrar, Panvel at Serial no.1157 of 2010, the Shalk Mhatre Family *inter alia* declared to Minal Kunj Behari Gupta they have all the right to sell the captioned land to Minal Gupta.
 13. Thereafter, a Complaint no.780 of 2010 was filed before the Judicial Magistrate First Class at Panvel by Chindabai Sitaram Mhatre, through her power of attorney holder Harishchandra Sitaram Mhatre against (a) Minal Kunj Behari Gupta (b) Shalk Shiva Mhatre, (c) Vitthal Dinkar Mhatre alias Patil, (d) Anita Chandrakant Nimse and (e) Sunanda Sundar Patil *inter alia* alleging that she was one of the legal heirs of Shiva Changu Mhatre and that she had a right and share in *inter alia* the captioned land and that she had never released her right and share in the captioned land. By and under an order dated 30th July, 2012 passed by the Third Judicial Magistrate First Class, Panvel, the captioned complaint was disposed of as withdrawn by the complainant.
 14. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.

19. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate (including the obligation of the Company to handover / transfer the area mentioned therein to MMRDA / concerned authority), we are of the opinion that the Company is the owner of the land bearing Survey no.67 Hissa no.1 admeasuring 00 Hectares 77 Ares and the title of the Company to the captioned land is clear and marketable.

d. Survey no.67 Hissa no.2/1 admeasuring 00 Hectares 48.30 Ares:

1. We have been furnished with the extracts of Village Form VII/XII for the period 1978-1979 to 1994-1995; 1996-1997 to 2004-2005; and 2002-2003 to 2015-2016. Upon perusal of the VII/XII extract for the period 1978-1979 to 1994-1995, it is seen that the names of Yashwanth Udrya Mhatre and 9 others are reflected as the holders of the captioned land. The other rights column reflects the charge of Colaba District Co-operative Land Development Bank Limited, Pen for Rs.1,250/- and the charge of Vividh Vikas Karyakari Society, Rohinjan for Rs.3,000/-. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the aforementioned VII/XII, we will update the Title Certificate accordingly.
2. Mutation Entry no.123 dated 25th December, 1930 records that Mohammed Shanif Mohammed Ibrahim Khamkar orally gifted *inter alia* the land bearing Survey no.67 Hissa no.2 to Sarabibi Javje Burhuddin Amin Patil.
3. The earliest mutation entry furnished to us is Mutation Entry no.297 dated 18th June, 1947, which records that on 21st December, 1946, Sarabibi Javje Nuruddin Patil, Abdulla, Abdul Rahiman, Abdul Latif and Abdul Rashid Nuruddin Patil sold in favour of Kalya Mahadu Mhatre the land bearing Survey no.67 Hissa no.2, for Rs.600/-. Since we have not been furnished with a copy of the Sale Deed, we have

15. Upon perusal of an extract of Mutation Entry no.2668 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the VII/XII extract should be updated to delete the same.
16. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
17. By and under an Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel – 4, at Serial no.1006 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel – 4, at Serial no.1007 of 2016, Minal Kunj Behari Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijhushan Shivshankar Gupta *inter alia* the captioned land admeasuring 00 Hectares 77 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2874 dated March 10, 2016. The Supplement to Indenture of Conveyance *inter alia* records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2864 dated 21st February, 2016, however, on account of correction therein, Mutation Entry no.2874 was prepared and the said Mutation Entry no.2864 was cancelled.
18. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijhushan Shivshankar Gupta as the holder of the land bearing Survey no.67 Hissa no.1 admeasuring 00 Hectares 77 Ares.

relied upon the contents of the said mutation entry. Further, since the land was gifted to Sarabibi Javje Nuruddin Patil, it is unclear as to why the others were joined as a party to the Sale Deed.

4. Mutation Entry no.316 dated February 2, 1948 records that in and around the year 1948, the name of Kalya Mahadu Mhatre was recorded as the protected tenant of *inter alia* the captioned land. It is not clear as to why the name of Kalya Mahadu Mhatre was recorded as protected tenant since he had already purchased the captioned land in the year 1946.
5. Mutation Entry no.485 dated 1st January, 1958 does not appear to pertain to the captioned land and the records should be updated to delete the said mutation entry from the VII/XII of the captioned land.
6. Mutation Entry no.599 dated March 28, 1965 records that Kalya Mahadu Mhatre expired in and around the year 1965 and was survived by (a) Dhakalu Kalya Mhatre, (b) Ladku Kalya Mhatre and (c) Udrya Kalya Mhatre. The name of Dhakalu Kalya Mhatre, as the Karta of the joint family, was mutated on records of the land bearing Survey no.67 Hissa no.2.
7. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
8. Mutation Entry no.707 dated 7th October, 1970 records charge of Colaba District Co-operative Land Development Bank Limited, Pen in respect of loan of Rs.1,250/- availed of by Dhakalya Kalya Mhatre from the bank on 6th July, 1970. Simultaneously with the execution of the loan documents, by and under a Lease Deed dated [25th January, 1967] registered with the office of Sub-Registrar, Panvel at Serial no.80 of 1967, Colaba District Co-operative Land Development Bank Limited, Pen leased the land bearing Survey no.67 Hissa no.2 to Dhakalya Kalya Mhatre for the term of 10 years on the terms and conditions as mentioned therein. Thereafter, on repayment of the

said loan by Dhakalya Kalya Mhatre, the charge and name of the Maharashtra Co-operative Land Development Bank (formerly Colaba District Co-operative Land Development Bank Limited) was deleted from other rights' column of Village Form no. VII of the subject land vide Mutation Entry no.2565 dated 10th February, 2010. Consequently, the lease in favor of Dhakalya Kalya Mhatre in respect of the captioned land stood terminated. We have not been furnished with a copy of the Reconveyance Deed, if any, executed in favour of heirs of Dhakalya Kalya Mhatre.

9. Mutation Entry no.738 dated 23rd July, 1971 records charge of Vividh Vikas Karyakari Society, Rohinjan in respect of loan of Rs.1,400/- availed of by Ladku Kalu Mhatre from the society. However, on repayment of the said loan by Keshav Undrya Mhatre, the charge and name of the Society is deleted from other rights' column of Village Form no. VII of the subject land vide Mutation Entry no.2564 dated 20th February, 2010.
10. Upon the review of the Mutation Entry no. 885 dated 16th October, 1981, it appears that an oral statement was made by Dhakalu Kalu Mhatre *inter alia* stating that only his name was mutated on records upon the demise of his father and that he has two brothers viz. (a) Ladku (since deceased and survived by Shantaram Ladku Mhatre, Baban Ladku Mhatre and Bhagwan Ladku Mhatre) and (b) Udir. It is further recorded that Udir Kalu Mhatre has separated and is staying away from Dhakalu. Accordingly, as per the oral statement made by Dhakalu, the land bearing Survey no.67 Hissa no.2(1) admeasuring 00 Acres 46 Gunthas came to the share of Udir Kalu Mhatre and the land bearing Survey no.67 Hissa no.2 admeasuring 00 Acres 27 Gunthas came to the share of Shantaram, Baban and Bhagwan Ladku Mhatre.
11. Mutation Entry no.2088 dated 27th November, 1995 records that Udir Kalu Mhatre expired on 30th May, 1994 and was survived by (a) Yashwanth Undrya Mhatre, (b) Keshav Undrya Mhatre, (c) Sanjay Undrya Mhatre, (d) Prakash Undrya Mhatre, (e) Ranjana Dagadu Mhatre, (f) Mathura Dagadu Mhatre, (g) Jijabai Ramchandra Thakur, (h) Leelabai Bandu Mhatre, (i) Yashodabai Kushindra Mhatre and (j)

Barkubai Undrya Mhatre. Accordingly, the names of the heirs were mutated on records of the land bearing Survey no.67 Hissa no.2(1).

12. Mutation Entry no.2221 dated December 5, 2004 records that Barkubai Undrya Mhatre expired on 4th May, 2004 and was survived by (a) Mathura Dagadu Mhatre, (b) Sanjay Dagadu Mhatre, (c) Prakash Dagadu Mhatre, (d) Ranjana Dagadu Mhatre, (e) Jijabai Ramchandra Thakur, (f) Leelabai Bandu Mhatre, (g) Yashodabai Kushindra Mhatre, (h) Manda Yashwanth Mhatre, (i) Savita Yashwanth Mhatre, (j) Akshay Yashwanth Mhatre, (k) Purna Yashwanth Mhatre and (l) Sopa Yashwanth Mhatre. Accordingly, the names of the heirs were mutated on records of *inter alia* the land bearing Survey no.67 Hissa no.2(1). It appears that Yashwanth Mhatre had predeceased Barkubai Undrya Mhatre and hence the title devolved upon his legal heirs being (h) to (l) above. However, we have not been furnished with any documents in support thereof.
13. By and under a Release Deed dated 21st June, 2007 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.5096 of 2007, (a) Prakash Dagadu Mhatre, (b) Ranjana Dagadu Mhatre, (c) Mathura Dagadu Mhatre, (d) Jijabai Ramchandra Thakur, (e) Lilabai Bandu Mhatre, (f) Yashoda Kushindra Mhatre, (g) Manda Yashwanth Mhatre, (h) Savita Yashwanth Mhatre, (i) Akshay Yashwanth Mhatre, (j) Purna Yashwanth Mhatre and (k) Sopa Yashwanth Mhatre ((h) to (k) being minors, through their guardian mother Manda Yashwanth Mhatre) (all through their Power of Attorney holders Keshav Undrya Mhatre and Sanjay Dagadu Mhatre), out of natural love and affection, released all their rights, title and interest in the captioned land in favour of Keshav Undrya Mhatre and Sanjay Dagadu Mhatre, which fact has been recorded vide Mutation Entry no.2358 dated 21st July, 2007. Subsequently, the minors have confirmed the documents executed in respect of the captioned land vide a Deed of Confirmation set out hereinafter.
14. By and under a Sale Deed dated 18th February, 2010 registered with the office of the Sub-Registrar, Panvel - 2, at Serial no.1669 of 2010, (a) Keshav alias Keshavnath Undrya Mhatre, (b) Sanjay alias Sanjeevan Dagadu Mhatre (therein referred to as the Vendor/ Parties

of the Second Part) and (c) Mathura Dagadu Mhatre, (d) Sumitra Keshav alias Keshavnath Mhatre, (e) Nilesh Keshav alias Keshavnath Mhatre, (f) Pritesh Keshav alias Keshavnath Mhatre, (g) Priyanka Keshav alias Keshavnath Mhatre, (h) Nikita Keshav alias Keshavnath Mhatre ((e) to (h), being minors, through their guardian father Keshav alias Keshavnath Mhatre) (i) Vajayanta Sanjay alias Sanjeevan Mhatre, (j) Neha Sanjay alias Sanjeevan Mhatre, (k) Vaishnavi Sanjay alias Sanjeevan Mhatre, (l) Nidhi Sanjay alias Sanjeevan Mhatre, (m) Antara Sanjay alias Sanjeevan Mhatre ((j) to (m), being minors, through their guardian father Sanjay alias Sanjeevan Mhatre), (n) Prakash Dagadu Mhatre, (o) Jyoti Prakash Mhatre and (p) Prajot Prakash Mhatre (being a minor, represented by her guardian father Prakash Mhatre) (the "Mhatre Family"), sold and transferred in favour of Kunj Behari Gupta the captioned land admeasuring 00 Hectares 48.30 Ares, for the consideration and in the manner as stated therein, which fact has been recorded vide Mutation Entry no.2599 dated 7th June, 2010. In furtherance of the aforementioned Sale Deed, the vendors therein executed a Power of Attorney dated 18th February, 2010 registered with the office of the Sub-Registrar, Panvel - 2, at Serial no.1670 of 2010 in favour of the said Kunj Behari Gupta to enable him to do all the acts, deeds and things mentioned therein.

15. By and under a Declaration cum indemnity dated 18th February, 2010 registered with the office of the Sub-Registrar, Panvel - 2, at Serial no.1671 of 2010, the Mhatre Family *inter alia* gave declarations in relation to their title to the captioned land and further declared that they have sold the captioned land to Kunj Behari Gupta by and under a Sale Deed dated 18th February, 2010 registered with the office of the Sub-Registrar, Panvel - 2, at Serial no.1669 of 2010.
16. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(BY)SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.

17. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.995 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.998 of 2016, Kunj Behari Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta the lands bearing Survey no.66 Hissa no.2 admeasuring 00 Hectares 27 Ares and Survey no.67 Hissa no.2/1 admeasuring 00 Hectares 48.3 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2869 dated March 10, 2016. The Supplement to Indenture of Conveyance *inter alia* records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2859, however, on account of correction therein, Mutation Entry no.2869 was prepared. It is pertinent to note that the said Mutation Entry no.2859 is not reflected on the VIIIXII and the same should be updated to reflect the said Mutation Entry no.2859.
18. By and under a Deed of Confirmation dated September 1, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.8150 of 2016, the aforementioned Savita Yashwanth Mhatre, Akshay Yashwanth Mhatre, Purna Yashwanth Mhatre and Sopa Yashwanth Mhatre, upon attaining majority, *inter alia* confirmed the following documents:
 - a. Release Deed dated 21st June, 2007 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.5096 of 2007;
 - b. Sale Deed dated 18th February, 2010 registered with the office of the Sub-Registrar, Panvel - 2, at Serial no.1669 of 2010;
 - c. Power of Attorney dated 18th February, 2010 registered with the office of the Sub-Registrar, Panvel - 2, at Serial no.1670 of 2010;

- d. Declaration cum Indemnity dated 18th February, 2010 registered with the office of the Sub-Registrar, Panvel – 2, at Serial no.1671 of 2010.
 - e. Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel – 4, at Serial no.995 of 2016.
 - f. Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel – 4, at Serial no.996 of 2016.
19. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.68 Hissa no.2/1 admeasuring 00 Hectares 48.30 Ares.
 20. In light of what is discussed above and subject to the observations made by us herein and further subject to the compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate (including the obligation of the Company to handover / transfer the area mentioned therein to MMRDA / concerned authority), we are of the opinion that the Company is the owner of the land bearing Survey no.67 Hissa no.2/1 admeasuring 00 Hectares 48.30 Ares and the title of the Company to the captioned land is clear and marketable.
- e. Survey no.67 Hissa no.2/2 admeasuring 00 Hectares 38 Ares:**

1. We have been furnished with the extracts of Village Form VII/XII for the period 1982-1983 to 1994-1995; 1996-1997 to 2009-2010; and 2015-2016. Upon perusal of the VII/XII extract for the period 1982-1983 to 1994-1995, it is seen that the names of Baban Ladku Mhatre, Shantaram Ladku Mhatre and Parshuram Ladku Mhatre are reflected as the holders of the captioned land. The other rights column reflects the charge of Colaba District Co-operative Land Development Bank Limited, Pan for Rs. 1,250/- and the charge of Vividh Vikas Karyakari Society, Rohinjan for Rs.3,000/-. By and under an application dated 4th May, 2016, the Company has requested the Tehsilidar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned

recorded that Undir Kalu Mhatre has separated and is staying away from Dhakalu. Accordingly, as per the oral statement made by Dhakalu, the land bearing Survey no.67 Hissa no.2 came to the share of Shantaram, Baban and Bhagwan Ladku Mhatre.

5. Mutation Entry no.2420 dated 4th February, 2008 records that pursuant to repayment of the loan of Rs.3,000/- to the Vividh Vikas Karyakari Society, Rohinjan by Baban Ladku Mhatre, the charge of the society was deleted. However, on the basis of available records, there is no corresponding mutation entry recording creation of the charge.
6. Mutation Entry no.2476 dated 28th November, 2008 records that Bhagwan Ladku Mhatre expired on 7th September, 2008 and was survived by (a) Yashoda Bhagwan Mhatre, (b) Sarita Balram Patil, (c) Vaishali Nirvutti Bhagat, (d) Sachin Bhagwan Mhatre and (e) Sushma Bhagwan Mhatre. Accordingly, the names of the heirs were mutated on records of inter alia the land bearing Survey no.67 Hissa no.2(2).
7. Mutation Entry no.2484 dated December 23, 2008 records that Baban Ladku Mhatre expired on April 3, 2008 and was survived by (a) Vasudev Baban Mhatre, (b) Ashok Baban Mhatre, (c) Satish Baban Mhatre, (d) Anita Shatrughn Thakur and (e) Vithabai Baban Mhatre. Accordingly, the names of the heirs were mutated on record of inter alia the captioned land.
8. By and under an unregistered Agreement dated 22nd February, 2010, Shantaram Ladku Mhatre agreed to sell and transfer in favour of Kunj Behari Gupta the captioned land admeasuring 00 Hectares 38 Ares for a consideration and in the manner stated therein.
9. Thereafter, Kunj Behari Gupta filed a notice of lis pendens dated 23rd March, 2010 registered with the office of the Sub-Registrar, Panvel – 2, at Serial no.2881 of 2010. The notice of lis pendens inter alia reflects that a Special Civil Suit no.111 of 2010 has been filed before the Civil Judge Senior Division, Panvel on March 18, 2010 by Kunj Behari Gupta (as the plaintiff therein) against (a) Shantaram Ladku Mhatre, (b) Yashoda Bhagwan Mhatre, (c) Sarita Balaram Patil, (d)

land for the period 1931 to 2016. Upon receiving the aforementioned VII/XII, we will update the Title Certificate accordingly.

2. The earliest mutation entry appearing on the records is Mutation Entry no.707 dated 7th October, 1970. However, it is necessary to refer to Mutation Entry no.599 set out in respect of Survey no.67 Hissa no.2(1) above setting out the manner in which Dhakalya Kalya Mhatre became entitled to the land bearing Survey no.67 Hissa no.2. It is pertinent to note that the latest VII/XII extract in respect of the captioned land does not reflect Mutation Entry no.599.
3. Mutation Entry no.707 dated 7th October records charge of Colaba District Co-operative Land Development Bank Limited, Pan in respect of loan of Rs.1,250/- availed of by Dhakalya Kalya Mhatre from the bank on 6th July, 1970. Simultaneously with the execution of the loan documents, by and under a Lease Deed dated [25th January, 1967] registered with the office of Sub-Registrar, Panvel at Serial no.80 of 1967, Colaba District Co-operative Land Development Bank Limited, Pan leased the land bearing Survey no.67 Hissa no.2 to Dhakalya Kalya Mhatre for the term of 10 years on the terms and conditions as mentioned therein. Thereafter, on repayment of the said loan by Dhakalya Kalya Mhatre, the charge and name of the Maharashtra Co-operative Land Development Bank (formerly Colaba District Co-operative Land Development Bank Limited) was deleted from other rights' column of Village Form no. VII of the land bearing Survey no.67 Hissa no.2(2) vide Mutation Entry no.2419 dated 4th February, 2008. Consequently, the lease in favor of Dhakalya Kalya Mhatre in respect of the captioned land stood terminated. We have not been furnished with a copy of the Reconveyance Deed, if any, executed in favour of heirs of Dhakalya Kalya Mhatre.
4. We have been provided with a copy of the Mutation Entry no. 885 dated 16th October, 1981. Upon the review of the same, it appears that an oral statement was made by Dhakalu Kalu Mhatre inter alia stating that only his name was mutated on records upon the demise of his father and that he has two brothers viz: (a) Ladku (since deceased and survived by Shantaram Ladku Mhatre, Baban Ladku Mhatre and Bhagwan Ladku Mhatre) and (b) Undir. It is further

Vaishali Nirvutti Bhagat, (e) Sachin Bhagwan Mhatre, (f) Sushma Bhagwan Mhatre, (g) Vasudev Baban Mhatre, (h) Ashok Baban Mhatre, (i) Satish Baban Mhatre, (j) Anita Shatrughna Thakur and (k) Vithabai Baban Mhatre (as the defendants therein) praying inter alia for specific performance of agreement dated 22nd February, 2010 executed in respect of the captioned land and for ad-interim injunction against defendants for not creating any third party interest in the captioned land. The plaintiff has claimed that an agreement was entered into between the plaintiff and the defendants for sale of the captioned land in favour of the plaintiff and in relation thereto, the plaintiff has paid to the defendants, part consideration. The plaintiff has made an application on 11th October, 2012 for unconditional withdrawal of the said suit on account of the matter being settled inter se the parties. Consequently, by and under an Order dated 28th April, 2016 of the Joint Civil Judge, Senior Division, Panvel, the suit was disposed of as withdrawn.

10. After filing of the said suit, by and under a Sale Deed dated 10th August, 2010 registered with the office of the Sub-Registrar, Panvel at Serial no.10083 of 2010, (a) Shantaram Ladku Mhatre, (b) Yashoda Bhagwan Mhatre, (c) Sarita Balram Mhatre alias Suvarna Bhagwan Mhatre, (d) Vaishali Nirvutti Bhagat alias Vaishali Bhagwan Mhatre, (e) Sachin Bhagwan Mhatre, (f) Sushma Bhagwan Mhatre, (g) Vasudev Baban Mhatre, (h) Ashok Baban Mhatre, (i) Satish Baban Mhatre, (j) Anita Shatrughn Thakur alias Anita Baban Mhatre and (k) Vithabai Baban Mhatre; (l) Santa Balaram Phadke alias Santa Shantaram Mhatre, (m) Surekha Govind Shendge alias Surekha Shantaram Mhatre, (n) Sujata Suraj Patil alias Sujata Shantaram Mhatre, (o) Gija Shantaram Mhatre, (p) Sandesh Shantaram Mhatre, (q) Sandeep Shantaram Mhatre, (r) Puja Sandeep Mhatre, (s) Swara Sandeep Mhatre (through his guardian father Sandeep Shantaram Mhatre), (t) Sunanda alias Sundara Vasudev Mhatre, (u) Snehal Vasudev Mhatre, (v) Sanket Vasudev Mhatre, (w) Vaibhav Vasudev Mhatre ((u), (v) and (w) through their guardian father Vasudev Baban Mhatre) (x) Sarika Ashok Mhatre, (y) Chelan Ashok Mhatre, (z) Ashwarya Ashok Mhatre ((y) and (z) through their guardian father Ashok Baban Mhatre) (aa) Aruna Satish Mhatre. (bb)

Sejal Satish Mhatre, (cc) Suyog Satish Mhatre and (dd) Deepanshu Satish Mhatre ((bb) (cc) and (dd) through their guardian father Satish Mhatre), sold and transferred in favour of Kunj Behari Gupta the captioned land admeasuring 00 Hectares 38 Ares, for the consideration and in the manner as stated therein, which fact has been recorded under Mutation Entry no.2620 dated 24th September, 2010. The Sale Deed records that the land was sold for legal and financial necessity of the family.

Further, by and under a Power of Attorney dated 10th August, 2010 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.10088 of 2010, the aforementioned vendors granted in favour of Brijbhushan Shivshankar Gupta (nominee of Kunj Behari Gupta) the powers mentioned therein, to enable him to undertake the acts, deeds and things mentioned therein.

After execution of the aforementioned Sale Deed dated August 10, 2010, Kunj Behari Gupta filed a Withdrawal Application dated 11th October, 2012 before the Civil Judge, Senior Division, Panvel seeking unconditional withdrawal of the Special Civil Suit no.111 of 2010. Consequently, by and under an Order dated 28th April, 2016 of the Joint Civil Judge, Senior Division, Panvel, the suit was disposed of as withdrawn.

Further by and under a Declaration cum Indemnity dated 10th August, 2010 registered with the office of Sub-Registrar, Panvel - 1, at Serial no.10084 of 2010, the aforementioned vendors *inter alia* declared that they have sold the captioned land to Kunj Behari Gupta, free from all encumbrances.

11. Mutation Entry no.2666 dated 1st February, 2011 records that a charge of Rs.3,000 created in favour of Talaja V.V.K.S.S. Society, Panvel was vacated since this amount of Rs.3,000 was repaid by Kunj Behari Gupta. The same was intimated by the Society vide its letter dated 21st January, 2011. However, on the basis of available records, there is no corresponding mutation entry recording creation of the charge.
12. Mutation Entry no.2788 dated March 4, 2014 records that vide Order

owner of the land bearing Survey no.67 Hissa no.2/2 admeasuring 00 Hectares 38 Ares and the title of the Company to the captioned land is clear and marketable.

f. Survey no.67 Hissa no.4 admeasuring 00 Hectares 23 Ares:

1. We have been furnished with a letter dated 19th June, 2007 wherein the Tehsildar, Panvel has stated that the VII/XII extracts in respect of *inter alia* the captioned land for the period 1950-1951 to 1963-1964 are not available. We have been furnished with VII/XII extracts in respect of the captioned land for the period 1929-1930 to 1938-1939; 1963-1964 to 1975-1976 and 2015-2016. Upon perusal of the VII/XII extract for the period 1929-1930 to 1938-1939, it is seen that the name of Kamruddin Mohammad Sayyed Patil is reflected as the holder of the captioned land admeasuring 00 Acres 23 Gunthas. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the balance VII/XII extracts, if required, we will update the Title Certificate accordingly.
2. The earliest record made available to us is Mutation Entry no.219 dated 15th May, 1939 which records that by and under a Sale Deed dated 11th April, 1939 registered with the office of the Sub-Registrar, Panvel, at Serial no.441 of 1939, Kamruddin Mohammed Patil purchased from Abdul Kadir Shahabuddin Patil *inter alia* the captioned land for Rs.200/-.
3. Mutation Entry no.291 dated 10th November, 1946 records that Kamruddin Mohammed Sayyed expired on 15th August, 1946 and was survived by his sons Mohammed Abdulla, Mohammed Ismail, Abdul Rahiman and Abdul Latif.
4. The name of Kanya Ragho Mhatre was recorded as protected tenant of the land bearing Survey no.67 Hissa no.4 vide Mutation Entry no.318 dated 2nd February, 1948.
5. Mutation Entry no.396 dated 1st April, 1952 does not pertain to the captioned land and the VII/XII extract should be updated to delete the

bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.

13. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.997 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.998 of 2016, Kunj Behari Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta the land bearing Survey no.67 Hissa no.2/2 admeasuring 00 Hectares 38 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2871 dated March 10, 2016. The Supplement to Indenture of Conveyance *inter alia* records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2861 dated 21st February, 2016; however, on account of correction therein, Mutation Entry no.2871 was prepared and the said Mutation Entry no.2861 was cancelled.
14. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.67 Hissa no.2/2 admeasuring 00 Hectares 38 Ares.
15. In light of what is discussed above and subject to the observations made by us herein and further subject to the compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate (including the obligation of the Company to handover / transfer the area mentioned therein to MMRDA / concerned authority), we are of the opinion that the Company is the

same.

6. On perusal of Mutation Entry no.543 dated 25th April, 1961, it is seen that an Order bearing no.Tenancy/SR/300, 301 has been passed by the Agricultural Land Tribunal and Upper Tehsildar, Panvel under Section 32G of Tenancy Act. As per the said Order, the name of Abdul Latif Kamruddin Patil, being owner, was mutated in the other rights column and name of Kanya Ragho Mhatre, being the tenant purchaser, was mutated in the holder's column of Village Form VII of *inter alia* the land bearing Survey no.67 Hissa no.4 and further, the charge to the extent of the purchase price was recorded in the other rights column.
7. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
8. Mutation Entry no.1081 dated August 15, 1991 records that Kana Ragho Patil expired on 9th May, 1991 and was survived by his sons (a) Hari Kana Mhatre, (b) Raghunath Kana Mhatre, (c) Padmakar Kana Mhatre, (d) Ananta Kana Mhatre, and daughter (e) Sarika Changdev Mhatre. Accordingly, the names of the heirs were mutated on record. Though the name of Kanya Ragho Patil appears in Mutation Entry no.1081, the same has been mentioned as Kanya Ragho Mhatre in earlier Mutation Entry no. 543. However, we have not independently verified the authenticity of the fact that Kanya Ragho Mhatre is the same person as Kanya Ragho Patil as referred above.
9. Thereafter, pursuant to the payment of the purchase price by Kanya Ragho Patil to Abdul Latif Kamruddin Patil, the charge of the erstwhile owner was deleted from the other rights column vide Mutation Entry no.2133 dated 10th February, 2000. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Panvel to furnish them

- Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil, (k) Krishna Sitaram Patil, (l) Lakshman Dattu Mhatre (for self and as the attorney of (a) to (k) above), (m) Raghunath Kana Mhatre, (n) Padmakar Kana Mhatre, (o) Ananta Kana Mhatre, (p) Rohidas Changdev Mhatre, (q) Janardan Hari Mhatre (for self and as the attorney of (m) to (p) above), (r) Prabhat Mukund Mhatre (for herself and as the guardian of her daughter Akshata and as the attorney of (s) to (u) below), (s) Mosmi Mukund Mhatre, (t) Monica Mukund Mhatre and (u) Shiweta Mukund Mhatre (all the above through their power of attorney holder Milind Jaysing Pawar), with the consent of Milind Jaysing Pawar, agreed to sell, assign and transfer their respective right, title and interest *inter alia* in respect of the captioned land in favour of Dynasty Developers, for the consideration and in the manner as stated therein. In furtherance to the aforementioned Deed of Assignment / Transfer, a Power of Attorney dated 8th June, 2007 registered with the Sub-Registrar, Panvel at Serial no.4677 of 2007 was also executed in favour of Dynasty Developers (through its partners Kishor Govind Pate and Prakash Harakchand Parakh) to enable Dynasty Developers to do certain acts, deeds and things mentioned therein *inter alia* in relation to the captioned land.
14. Thereafter, one Gurukrupa Associates, through its partner Satvindersingh Sohansingh Pabte filed a notice of its pendens dated 9th January, 2008 registered with the Sub-Registrar, Uran at Serial no.509 of 2008. The notice of its pendens *inter alia* reflects that a Special Civil Suit no.729 of 2007 has been filed before the Civil Judge Senior Division, Panvel by Gurukrupa Associates (as the plaintiff therein) against (a) Raghunath Kana Mhatre, (b) Padmakar Kana Mhatre, (c) Ananta Kana Mhatre, (d) Janardan Hari Mhatre and (e) Rohidas Changdev Mhatre (as the defendants therein) praying for specific performance of agreement dated 4th February, 2006 executed *inter alia* in respect of the captioned land. It appears on the review of the copy of the plaint annexed to the notice of its pendens that the plaint does not pertain to the captioned land. By and under a

with *inter alia* the certificate issued under Section 32M. Upon receiving the aforementioned document, we will update the Title Certificate accordingly.

10. Mutation Entry no.2274 dated 12th January, 2006 records that Hari Kana Mhatre expired on 23rd July, 2002 and was survived by his son Janardan Hari Mhatre. Accordingly, the name of the legal heir was mutated on record.
 11. Mutation Entry no.2275 dated 12th January, 2006 records that Sarika Changdev Mhatre expired on 16th August, 2001 and was survived by Rohidas Changdev Mhatre. Accordingly, the name of the legal heir was mutated on record.
 12. By and under an Agreement for Sale dated 3rd May, 2007 registered with the Sub-Registrar, Panvel - 1, at Serial no.4042 of 2007, (a) Janardan Hari Mhatre, (b) Rohidas Changdev Mhatre, (c) Raghunath Kana Mhatre (d) Padmakar Kana Mhatre and (e) Ananta Kana Mhatre agreed to sell and transfer in favour of Milind Jaysing Pawar the captioned land, for the consideration and in the manner as stated therein. By and under a Power of Attorney dated 30th April, 2007 and authenticated before the Sub-Registrar, Panvel and noted at Serial no.391 of 2007, (a) Padmakar Kana Mhatre (b) Ananta Kana Mhatre (c) Raghunath Kana Mhatre and (d) Rohidas Changdev Mhatre granted in favour of Janardan Hari Mhatre, powers mentioned therein, thereby enabling Janardan Hari Mhatre to do the acts, deeds and things mentioned therein *inter alia* in relation to the captioned land. By and under a Power of Attorney dated 15th May, 2007 and authenticated before the Sub-Registrar, Panvel and noted at Serial no.392 of 2007, Janardan Hari Mhatre (for self and as the power of attorney holder of (a) to (d), mentioned above) granted powers in favour of Milind Jaysing Pawar to enable him to undertake the acts, deeds and things mentioned therein *inter alia* in relation to the captioned land.
 13. By and under a Deed of Assignment / Transfer dated 8th June, 2007 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.4676 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar
- Mutation Entry no.2657 dated December 24, 2010, the remark of its pendens was recorded *inter alia* in respect of the captioned land. The said Mutation Entry no.2657 also records that no further changes will be made in the revenue records till further Order and status quo be maintained in respect of the captioned land. Upon perusal of the Order bearing no.Tenancy/Kat/RTS Appeal - 325/2011 dated March 6, 2012 passed by the Sub-Divisional Officer in the appeal filed by Brijbhushan Shivshankar Gupta (as the plaintiff therein) against Talathi Saja, Owe and Mandal Officer, Panvel (as the defendant therein) read with clarification Order, it is seen that the Mutation Entry no.2657 as set out above was cancelled, which fact has been recorded under Mutation Entry no. 2733 dated April 14, 2012.
15. By and under a Sale Deed dated 9th July, 2008 registered with the office of the Sub-Registrar, Uran, at Serial no.5289 of 2008, (a) Janardan Hari Mhatre, (b) Rohidas Changdev Mhatre, (c) Raghunath Kana Mhatre (d) Padmakar Kana Mhatre and (e) Ananta Kana Mhatre (all through their power of attorney holder Milind Jaysing Pawar), with the consent of Milind Jaysing Pawar, sold and transferred in favour of Brijbhushan Shivshankar Gupta the captioned land admeasuring 00 Hectares 23 Ares, for the consideration and in the manner as stated therein, which fact has been recorded under Mutation Entry no.2455 dated July 10, 2008. The Sale Deed records that the land was sold for legal and financial necessity of the family. Annexed to the Sale Deed is a copy of the Order bearing no.Tenancy/Sale Permission/SR 1536/2007 (Agriculture) dated 22nd May, 2008 whereby the Sub-Divisional Officer, Panvel has granted its permission to Janardan Hari Mhatre and others to sell the captioned land to Brijbhushan Shivshankar Gupta for the purpose of agriculture only and on the terms mentioned therein.
 16. By and under a Release Deed dated 12th July, 2010 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.8512 of 2010, Dynasty Developers released in favour of (a) Brijbhushan Shivshankar Gupta, (c) Sangita Brijbhushan Gupta and (d) Minal Kunj Behari Gupta all their rights, claim and interest *inter alia* in respect of the captioned land in the manner and for the consideration

mentioned therein. The said Release Deed *inter-alia* states that under the said Deed of Assignment dated 8th June, 2007, Milind Jaysing Pawar was to perform and fulfil certain obligations as mentioned therein; however, Milind Jaysing Pawar failed and neglected to perform the said obligations and orally informed the Dynasty Developers that (a) Janardan Hari Mhatre, (b) Rohidas Changdev Mhatre, (c) Raghunath Kana Mhatre, (d) Padmakar Kana Mhatre and (e) Ananta Kana Mhatre had already sold the captioned land, which was in blatant breach of the Deed of Assignment dated 8th June, 2007. Further, the said Release Deed recites that the said Releasees therein including Brijbhushan Shivshankar Gupta were not informed of the subsistence of the Deed of Assignment dated 8th June, 2007 at the time of execution of the Sale Deed dated 9th July, 2008 and therefore, in view of the aforesaid facts and with a view to avoid disputes, the said releasors therein agreed to release all their claims, rights, interest, charges, etc. in the subject land under the Deed of Assignment dated 8th June, 2007 in favour of Brijbhushan Shivshankar Gupta.

17. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
18. Upon perusal of an extract of Mutation Entry no.2668 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the VII/XII extract should be updated to delete the same.
19. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental

(including the obligation of the Company to handover / transfer the area mentioned therein to MMIRDA / concerned authority), we are of the opinion that the Company is the owner of the land bearing Survey no.67 Hissa no.4 admeasuring 00 Hectares 23 Ares and the title of the Company to the captioned land is clear and marketable.

g. Survey no.68 Hissa no.1/A admeasuring 00 Hectares 30.50 Ares:

1. We have been furnished with the extracts of Village Form VII/XII in respect of the captioned land for the period 1964-1965 to 1994-1995; 1996-1997 to 2007-2008 and 2015-2016. On perusal of the VII/XII extract for the period 1964-1965 onwards, it is seen that the name Janu Bama Mhatre is reflected as the holder thereof. By and under an application dated 4th May, 2016, the Company has requested the Tehsilidar, Parvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the aforementioned VII/XII, we will update the Title Certificate accordingly.
2. Mutation Entry no.170 dated 20th July, 1934 records that by and under a Sale Deed dated 2nd May, 1934 registered with the office of the Sub-Registrar, Parvel at Serial no.636 of 1934, Abdul Gaffur Haji Hussain Patil purchased from Nuruddin Amin Patil and Ibrahim Amin Patil the land bearing Survey no.68 Hissa no.1 admeasuring 01 Acre 20.50 Gunthas for Rs.200/-
3. The name of Bama Chahu Mhatre was recorded as protected tenant of the land bearing Survey no.68 Hissa no.1 vide Mutation Entry no.345 dated 2nd February, 1948.
4. Mutation Entry no.407 dated 7th September, 1953 records that Bama Chahu Mhatre, the protected tenant, expired in or around the year 1949. Pursuant thereto, the name of his son Atmaram Bama Mhatre, as the Karta of the joint family, was mutated on record of *inter alia* the land bearing Survey no.68 Hissa no.1/A. We have not been furnished with any documents evidencing the manner in which the land bearing Survey no.68 Hissa no.1 was renumbered as Survey no.68 Hissa no.1A. However, we have been furnished with an undated certificate issued by the Talathi Saja, Parvel stating that the

Housing on the terms and conditions mentioned in the said order.

20. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Parvel - 4, at Serial no.967 of 2016 read with Supplement to Indenture of Conveyance dated 30th January, 2016 registered with the office of the Sub-Registrar, Parvel - 4, at Serial no.968 of 2016, Brijbhushan Shivshankar Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta the lands bearing Survey no.67 Hissa no.4 admeasuring 00 Hectares 23 Ares and Survey no.68 Hissa no.4 admeasuring 00 Hectares 25.3 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2867 dated March 10, 2016. The Supplement to Indenture of Conveyance *inter alia* records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2857 dated 19th February, 2016; however, on account of correction therein, Mutation Entry no.2867 was prepared and the said Mutation Entry no.2857 was cancelled.
21. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.67 Hissa no.4 admeasuring 00 Hectares 23 Ares.
22. For the litigation pertaining to the captioned land, please see the Litigation paragraph of this Certificate
23. In light of what is discussed above and subject to the observations made by us herein and subject to the outcome of the pending litigation set out in the Litigation paragraph of this Certificate and also subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate

land bearing Survey no.68 Hissa no.1 has been sub-divided into two parcels - Survey no.68 Hissa no.1A admeasuring 00 Hectares 30.5 Ares and Survey no.68 Hissa no.1B admeasuring 00 Hectares 30.5 Ares. There is no reference to any mutation entry / record whereby this sub-division has been recorded.

5. By and under a Sale Deed dated 29th March, 1951 registered with the office of the Sub-Registrar, Parvel at Serial no.274 of 1951, Atmaram Bama Mhatre purchased from Amimiyah Abdul Razak Patil, Mohammed Sadik Abdul Razak Patil and Abdul Latif Abdul Razak Patil their $\frac{1}{3}$ share in the land bearing Survey no.68 Hissa no.1 admeasuring 00 Acre 30.25 Gunthas (inclusive of polkharaba) for a consideration of Rs. 200, which fact has been recorded vide Mutation Entry no.398 dated 14th June, 1952. The said Sale Deed makes reference to Survey no.68 Hissa no.1 and the said Mutation Entry reflects Survey no.68 Hissa no.1A and Survey no.68 Hissa no.2B. The Sale Deed further records that Abdul Gaffur Haji Hussain Patil and the vendors are co-sharers in the aforementioned lands. However, the Sale Deed does not record the manner in which the aforementioned vendors became co-sharers in the captioned land.
6. Mutation Entry no.427 dated 1st April, 1955 records that Atmaram Bama Mhatre expired on 30th September, 1954 and was survived by his wife Vanibai Atmaram Mhatre. Accordingly, the name of his wife was mutated on record of *inter alia* the land bearing Survey no.68 Hissa no.1/A.
7. Mutation Entry no.650 dated 4th February, 1967 does not pertain to the captioned land and the VII/XII extract should be updated to delete the same.
8. Mutation Entry no.652 dated 29th April, 1967 records that Abdul Gaffur Haji Hussain Patil expired on 10th January, 1966 and was survived by his sons (a) Mohammed Ismail Abdul Gaffur, (b) Mohammed Yusuf Abdul Gaffur; daughters (c) Afnabi Hasufmiya, (d) Khatjabi Hajmiya, (e) Fatimabi Meruddin, (f) Maryambi Hajmiya, (g) Aishabi Ibrahim, (h) Zazirabi Siddhikmiya; and wife (i) Shariyabi. The said mutation entry incorrectly records that the name of Mohammed

Ismail Abdul Gaffur was mutated as the Karta of the joint family since as per Muslim law, the concept of Karta is not recognized.

9. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
10. On perusal of Mutation Entry no.720 dated 7th April, 1971, it is seen that an Order bearing no.32G/Rohinjar/8831 has been passed by the Agricultural Lands Tribunal and Additional Tehsildar, Parvel no.2 under Section 32G of Tenancy Act. As per the said Order, the name of Ismail Abdul Gaffur Patil, being owner, was mutated in the other rights column and name of Venibai Atmaram Mhatre, being tenant purchaser was mutated in the holder's column. The subject land was recorded to be governed by 'restricted tenure' and a charge of Rs.662/- being the purchase price under the provisions of Tenancy Act, was recorded in the other rights column. Since, we have not been furnished with the documents pertaining to the tenancy proceedings, we have no comments to offer on the same and as such we have relied upon the contents of the said mutation entry. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Parvel to furnish them with inter alia the copies of the documents pertaining to the Section 32G proceedings, order passed under Section 32G and certificate issued under Section 32M. Upon receiving the aforementioned documents, we will update the Title Certificate accordingly.
11. Mutation Entry no.764 dated 25th January, 1973 records that Venibai Atmaram Mhatre expired on 4th November, 1972 and was survived by her daughters (a) Kasubai Pandurang Patil, (b) Vasubai Trimbak Mhatre, (c) Dwarkabai Kalu Patil; and brothers in law (d) Mahadu Bama Mhatre, (e) Shankar Bama Mhatre, (f) Janu Bama Mhatre and (g) Kashinath Bama Mhatre. The said mutation entry records that all the daughters are married and the brothers in law are actually

manner stated therein. The Agreement records that the land was sold for financial necessity of the family. The vendors also executed an irrevocable Power of Attorney dated 1st October, 2007 registered with the office of the Sub-Registrar, Parvel on 1st October, 2007 at Serial no.765 of 2007 in favour of Sangita Brijbhushan Gupta inter alia granting her powers to undertake the acts, deeds and things mentioned therein in respect of the captioned land. Annexed to the Agreement is an Irrevocable Power of Attorney dated 30th July, 2007 authenticated before the Sub-Registrar, Parvel and noted at Serial no.637 of 2007 executed by Kushendra Janu Mhatre and Suman Janardan Bhalekar in favour of Eknath Dattu Mhatre thereby enabling the attorney to undertake the acts, deeds and things mentioned therein in respect of inter alia the captioned land.

16. By and under a Sale Deed dated 6th April, 2009 registered with the office of the Sub-Registrar, Parvel - 2, at Serial no.1721 of 2009, (a) Vishnu Janu Mhatre (for self and as the natural guardian of Vinayak and Nikhil) (b) Kushendra Janu Mhatre (for self and as the natural guardian of Kajal, Komal, Nilesh and Minal) (c) Banibai Janu Mhatre, (d) Shakuntala Harichandra Patil, (e) Suman Janardan Bhalekar (through her power of attorney holder Eknath Dattu Mhatre), (f) Mosami Mukund Mhatre, (g) Monica Mukund Mhatre, (h) Shweta Mukund Mhatre (i) Prabhat Mukund Mhatre (for self and as the natural guardian behalf of Akshata), (j) Yashoda Kushendra Mhatre (k) Vidya Vishnu Mhatre (a) to (d) and (f) to (k) through their power of attorney holder Sangita Brijbhushan Gupta) with the confirmation of Adhiraj & Hammer Realty Private Limited sold and transferred in favour of Sangita Brijbhushan Gupta, the captioned land admeasuring 00 Hectares 30.5 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2511 dated 2nd May, 2009. The Sale Deed records that the lands were sold for financial necessity of the family. Annexed to the Sale Deed is a copy of the Order bearing no. Tenancy/V.P./S.R.267/2008 dated 13th January, 2009, whereby the Sub-Divisional Officer permitted Vishnu Janu Mhatre and others to inter alia sell the captioned land to Sangita Brijbhushan Gupta inter alia for utilizing the same for agricultural purposes only and on such terms and conditions

cultivating the lands mentioned therein. Therefore, the names of the brothers in law were mutated in respect of the lands being cultivated by them. Accordingly, the land bearing Survey no.68 Hissa no.1/A recorded to be admeasuring 00 Acres 30.50 Gunthas was allotted to Janu Bama Mhatre as per his actual physical possession and the partition was mutated on record.

12. Mutation Entry no.907 dated 25th February, 1984 records that Janu Bama Mhatre expired on 27th May, 1983 and was survived by his sons (a) Mukund Janu Mhatre, (b) Vishnu Janu Mhatre, (c) Kushendra Janu Mhatre; daughters (d) Shakuntala Harichandra Patil, (e) Suman Janardan Bhalekar; and wife (f) Banubai Janu Mhatre. Accordingly, the names of the heirs were mutated on record.
 13. Mutation Entry no.2112 dated 3rd September, 1998 records that Mukund Janu Mhatre expired on 1st December, 1997 and was survived by (a) Prabhat Mukund Mhatre, (b) Mosami Mukund Mhatre, (c) Monica Mukund Mhatre, (d) Shweta Mukund Mhatre and (e) Akshata Mukund Mhatre. Accordingly, the names of the heirs were mutated on record.
 14. Pursuant to the payment of purchase price by Venibai Atmaram Mhatre, the charge of Rs.662/- of Ismail Abdul Gaffur Patil was deleted from the records of the captioned land vide Mutation Entry no.2193 dated 1st September, 2003. We have not been furnished with a copy of the certificate issued under Section 32M of the Tenancy Act.
 15. By and under an Agreement to Sell dated 1st October, 2007 registered with Sub-Registrar Parvel - 1, at Serial no.7761 of 2007, (a) Vishnu Janu Mhatre, (b) Kushendra Janu Mhatre, (c) Prabhat Mukund Mhatre (for self and as the natural guardian of Akshata Mhatre), (d) Shakuntala Harichandra Patil, (e) Suman Janardan Bhalekar, (f) Banibai Janu Mhatre, (g) Mosami Mukund Mhatre, (h) Monica Mukund Mhatre and (i) Shweta Mukund Mhatre agreed to sell and transfer in favour of Sangita Brijbhushan Gupta and Adhiraj and Hammer Realty Private Limited inter alia the captioned land admeasuring 00 Hectares 30.5 Ares, for the consideration and in the
- as stated therein. Also annexed to the Sale Deed is an Irrevocable Power of Attorney dated 26th November, 2008 executed by the vendors in favour of Sangita Brijbhushan Gupta / Brijbhushan Shivshankar Gupta thereby enabling them to undertake the acts, deeds and things mentioned therein.
17. By and under a Deed of Declaration dated 23rd January, 2009 registered with the Sub-Registrar, Uran at Serial no.8377 of 2008, (a) Vishnu Janu Mhatre (for self and as the guardian father of Vinayak and Nikhil), (b) Kushendra Janu Mhatre (for self and as the guardian father of Kajal, Komal, Nilesh and Minal), (c) Prabhat Mukund Mhatre (for self and as a natural guardian of Akshata), (d) Shakuntala Hari Patil, (e) Suman Janardan Bhalekar, (f) Banibai Janu Mhatre, (g) Mosami Mukund Mhatre, (h) Monica Mukund Mhatre, (i) Shweta Mukund Mhatre (j) Vidya Vishnu Mhatre and (k) Yashoda Kushendra Mhatre gave declarations inter alia in relation to their title to the captioned land and also recorded that they have agreed to sell the captioned land to Sangita Brijbhushan Gupta.
 18. By and under a Deed of Ratification dated 21st March, 2014 and registered with the office of the Sub-Registrar, Parvel - 4 at Serial no.3423 of 2014, Akshata Mukund Mhatre confirmed and ratified inter alia the aforementioned documents executed in respect of the captioned land.
 19. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
 20. Upon perusal of an extract of Mutation Entry no.2668 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the VII(XII) extract should be updated to delete the same.
 21. Mutation Entry no.2788 dated March 4, 2014 records that vide Order

bearing no Masha/LNA 1(BY/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.

22. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Parvel – 4, at Serial no.1000 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Parvel – 4, at Serial no.1001 of 2016, Sangta Brijbhushan Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta inter alia the captioned land admeasuring 00 Hectares 30.50 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2870 dated March 10, 2016. The Supplement to Indenture of Conveyance inter alia records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2860 dated 19th February, 2016; however, on account of correction therein, Mutation Entry no.2870 was prepared and the said Mutation Entry no.2860 was cancelled.
23. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.68 Hissa no.1/A admeasuring 00 Hectares 30.50 Ares.
24. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate (including the obligation of the Company to handover / transfer the area mentioned therein to MMRDA /

concerned authority), we are of the opinion that the Company is the owner of the land bearing Survey no.68 Hissa no.1A admeasuring 00 Hectares 30.50 Ares and the title of the Company to the captioned land is clear and marketable.

h. Survey no.68 Hissa no.1/B admeasuring 00 Hectares 30.50 Ares:

1. We have been furnished with the extracts of Village Form VII/XII in respect of the captioned land for the period 1964-1965 to 1994-1995, 1996-1997 to 2007-2008 and 2015-2016. On perusal of the VII/XII extract for the period 1964-1965 onwards, it is seen that the name Janu Bama Mhatre is reflected as the holder thereof. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Parvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the aforementioned VII/XII, we will update the Title Certificate accordingly.
2. Mutation Entry no.170 dated 20th July, 1934 records that by and under a Sale Deed dated 2nd May, 1934 registered with the office of the Sub-Registrar, Parvel at Serial no.636 of 1934, Abdul Gaffur Haji Hussain Patil purchased from Nuruddin Amin Patil and Ibrahim Amin Patil the land bearing Survey no.68 Hissa no.1 admeasuring 01 Acre 20.50 Gunthas for Rs.200/- . Mutation Entry no.170 is not reflected on the VII/XII of the captioned land.
3. The name of Bama Chahu Mhatre was recorded as protected tenant of the land bearing Survey no.68 Hissa no.1 vide Mutation Entry no.345 dated 2nd February, 1948.
4. Even though the Mutation Entry no.358 appears on the 7/12 extract of the captioned land, the same pertains to Survey no.25 Hissa no.2C and does not pertain to the captioned land and the VII/XII extract should be updated to delete the same.
5. Mutation Entry no.407 dated 7th September, 1953 records that Bama Chahu Mhatre, the protected tenant, expired in or around the year 1949. Pursuant thereto, the name of his son Almaram Bama Mhatre, as the Karta of the joint family, was mutated on record of inter alia

the land bearing Survey no.68 Hissa no.1/B. We have not been furnished with any documents evidencing the manner in which the land bearing Survey no.68 Hissa no.1 was renumbered as Survey no.68 Hissa no.1B. However, we have been furnished with an undated certificate issued by the Talathi Saja, Parvel stating that the land bearing Survey no.68 Hissa no.1 has been sub-divided into two parcels - Survey no.68 Hissa no.1A admeasuring 00 Hectares 30.5 Ares and Survey no.68 Hissa no.1B admeasuring 00 Hectares 30.5 Ares. There is no reference to any mutation entry / record whereby this sub-division has been recorded.

6. By and under a Sale Deed dated 29th March, 1951 registered with the office of the Sub-Registrar, Parvel at Serial no.274 of 1951, Almaram Bama Mhatre purchased from Amirniya Abdul Razak Patil, Mohammed Sadik Abdul Razak Patil and Abdul Latif Abdul Razak Patil their 1/3 share in the land bearing Survey no.68 Hissa no.1 admeasuring 00 Acre 30.25 Gunthas (inclusive of pokharaba) for a consideration of Rs. 200, which fact has been recorded vide Mutation Entry no.398 dated 14th June, 1952. The said Sale Deed makes reference to Survey no.68 Hissa no.1 and the said Mutation Entry reflects Survey no.68 Hissa no.1A and Survey no.68 Hissa no.2B. The Sale Deed further records that Abdul Gaffur Haji Hussain Patil and the vendors are co-sharers in the aforementioned lands. However, the Sale Deed does not record the manner in which the aforementioned vendors became co-sharers in the captioned land. Though Mutation Entry no.398 refers to Survey no.68 Hissa no.1A and Survey no.68 Hissa no.2B, the same has been reflected on the Village Form VII/XII of the captioned land and therefore it appears that the incorrectly refers to Survey no.68 Hissa no.2B instead of Survey no.68 Hissa no.1B.
7. Mutation Entry no.427 dated 1st April, 1955 records that Almaram Bama Mhatre expired on September 30, 1954 and was survived by his wife Venibai Almaram Mhatre. Accordingly, the name of his wife was mutated on record of inter alia the land bearing Survey no.68 Hissa no.1/B.
8. It is recorded vide Mutation Entry no.697 (date is not mentioned) that

the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.

9. Mutation Entry no.764 dated 25th January, 1973 records that Venibai Almaram Mhatre expired on 4th November, 1972 and was survived by her daughters (a) Kasubai Pandurang Patil, (b) Vasubai Trimbak Mhatre, (c) Dwarakabai Kalu Patil and brothers in law (d) Mahadu Bama Mhatre, (e) Shankar Bama Mhatre, (f) Janu Bama Mhatre and (g) Kashinath Bama Mhatre. The said mutation entry records that all the daughters are married and the brothers in law are actually cultivating the lands mentioned therein. Therefore, the names of the brothers in law were mutated in respect of the lands being cultivated by them. Accordingly, the land bearing Survey no.68 Hissa no.1/B was allotted to Janu Bama Mhatre as per his actual physical possession and the partition was mutated on record.
10. Mutation Entry no.907 dated 25th February, 1984 records that Janu Bama Mhatre expired on 27th May, 1983 and was survived by his sons (a) Mukund Janu Mhatre, (b) Vishnu Janu Mhatre, (c) Kushendra Janu Mhatre; daughters (d) Shakuntala Harichandra Patil, (e) Suman Janardan Bhalekar; and wife (f) Banubai Janu Mhatre. Accordingly, the names of the heirs were mutated on record.
11. Mutation Entry no.2112 dated 3rd September, 1998 records that Mukund Janu Mhatre expired on 1st December, 1997 and was survived by (a) Prabhakar Mukund Mhatre, (b) Mosami Mukund Mhatre, (c) Monica Mukund Mhatre, (d) Shweta Mukund Mhatre and (e) Akshata Mukund Mhatre. Accordingly, the names of the heirs were mutated on record.
12. By and under an Agreement to Sell dated 1st October, 2007 registered with Sub-Registrar Parvel – 1, at Serial no.7761 of 2007, (a) Vishnu Janu Mhatre, (b) Kushendra Janu Mhatre, (c) Prabhakar Mukund Mhatre (for self and as the natural guardian of Akshata Mhatre), (d) Shakuntala Harichandra Patil, (e) Suman Janardan

Bhalekar, (f) Banibai Janu Mhatre, (g) Mosami Mukund Mhatre, (h) Monica Mukund Mhatre and (i) Shweta Mukund Mhatre agreed to sell and transfer in favour of Sangita Brijbhushan Gupta and Adhiraj and Hammer Realty Private Limited *inter alia* the captioned land admeasuring 00 Hectares 30.5 Ares, for the consideration and in the manner stated therein. The Agreement records that the land was sold for financial necessity of the family. The vendors also executed an Irrevocable Power of Attorney dated 1st October, 2007 registered with the office of the Sub-Registrar, Panvel at Serial no.788 of 2007, in favour of Sangita Brijbhushan Gupta *inter alia* granting her powers to undertake the acts, deeds and things mentioned therein in respect of the captioned land. Annexed to the Agreement is an Irrevocable Power of Attorney dated 30th July, 2007 authenticated before the Sub-Registrar, Panvel and noted at Serial no.637 of 2007 executed by Kushendra Janu Mhatre and Suman Janardan Bhalekar in favour of Eunalh Dattu Mhatre thereby enabling the attorney to undertake the acts, deeds and things mentioned therein in respect of *inter alia* the captioned land.

13. By and under a Sale Deed dated 28th November, 2008 registered with the office of the Sub-Registrar, Uran at Serial no.8368 of 2008. (a) Vishnu Janu Mhatre (for self and as the natural guardian of Vinayak and Nikhil) (b) Kushendra Janu Mhatre (for self and as the natural guardian of Kajal, Komal, Nilesh and Minal Khushendra) (c) Banibai Janu Mhatre, (d) Shakuntala Harichandra Patil, (e) Suman Janardan Bhalekar, (f) Mosami Mukund Mhatre, (g) Monica Mukund Mhatre, (h) Shweta Mukund Mhatre (i) Prabhat Mukund Mhatre (for self and as the natural guardian behalf of Akshata), (j) Yashoda Kushendra Mhatre (k) Vidya Vishnu Mhatre with the confirmation of Adhiraj & Hammer Realty Private Limited sold and transferred in favour of Sangita Brijbhushan Gupta, *inter alia* the captioned land admeasuring 00 Hectares 30.5 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2512 dated 2nd May, 2009. The Sale Deed records that the lands were sold for financial necessity of the family.
14. By and under a Deed of Family Declaration dated 28th November, 2008 registered with the Sub-Registrar, Uran at Serial no.8376 of

dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1001 of 2016, Sangita Brijbhushan Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta *inter alia* the captioned land admeasuring 00 Hectares 30.50 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2870 dated March 10, 2016. The Supplement to Indenture of Conveyance *inter alia* records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2860 dated 19th February, 2016; however, on account of correction therein, Mutation Entry no.2870 was prepared and the said Mutation Entry no.2860 was cancelled.

19. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.68 Hissa no.1B admeasuring 00 Hectares 30.50 Ares.
20. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate (including the obligation of the Company to handover / transfer the area mentioned therein to MMRDA / concerned authority), we are of the opinion that the Company is the owner of the land bearing Survey no.68 Hissa no.1B admeasuring 00 Hectares 30.50 Ares and the title of the Company to the captioned land is clear and marketable.

i. Survey no.68 Hissa no.2 admeasuring 00 Hectares 46 Ares;

1. We have been furnished with extracts of Village Form VII/XII in respect of the captioned land for the period 1929-1930 to 1938-1939, 1964-1965 to 2007-2008 and 2015-2016. Upon perusal of the VII/XII

2008, (a) Vishnu Janu Mhatre (for self and as the guardian father of Vinayak and Nikhil), (b) Kushendra Janu Mhatre (for self and as the guardian father of Kajal, Komal, Nilesh and Minal), (c) Prabhat Mukund Mhatre (for self and as a natural guardian of Akshata), (d) Shakuntala Hari Patil, (e) Suman Janardan Bhalekar, (f) Banibai Janu Mhatre, (g) Mosami Mukund Mhatre, (h) Monica Mukund Mhatre, (i) Shweta Mukund Mhatre (j) Vidya Vishnu Mhatre and (k) Yashoda Kushendra Mhatre *inter alia* declared that the captioned land was jointly owned and possessed by them and that they have sold the captioned land to Sangita Brijbhushan Gupta under a Sale Deed dated 28th November, 2008 registered with the Sub-Registrar, Uran at Serial no.8368 of 2008.

15. By and under a Deed of Ratification dated 21st March, 2014 and registered with the office of the Sub-Registrar, Panvel - 4 at Serial no.3423 of 2014, Akshata Mukund Mhatre confirmed and ratified *inter alia* the aforementioned documents executed in respect of the captioned land.
16. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(BYSR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
17. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(BYSR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
18. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1000 of 2016 read with Supplement to Indenture of Conveyance

for the period 1929-1930 to 1938-1939, it is seen that the name Mohammed Abdulla Kamruddin Patil is reflected as the holder thereof. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the balance VII/XII extracts, if required, we will update the Title Certificate accordingly.

2. We have been furnished with an undated certificate issued by the Talathi Saja, Ove, Panvel stating that mutation entries are available from Mutation Entry no.99 onwards and that Mutation Entry no.67 is not available. We have relied upon the said certificate.
3. The name of Bama Chahu Mhatre was recorded as protected tenant of the land bearing Survey no.68 Hissa no.2 vide Mutation Entry no.345 dated 2nd February, 1948.
4. Mutation Entry no.396 dated 1st April, 1952 Mohammed Abdulla Kamruddin Patil and others orally partitioned the lands amongst themselves and pursuant to the Order no.RTSSR dated 29th March, 1952, the land bearing Survey no.68 Hissa no.2 came to the share of Abdul Latif Kamruddin Patil. Since we have not been furnished with any documents, we have relied upon the contents of the said mutation entry.
5. Mutation Entry no.407 dated 7th September, 1953 records that Bama Chahu Mhatre, the protected tenant, expired in or around the year 1949. Pursuant thereto, the name of his son Almaram Bama Mhatre, as the Karta of the joint family, was mutated on record of *inter alia* the land bearing Survey no.68 Hissa no.2.
6. Mutation Entry no.427 dated 1st April, 1955 records that Almaram Bama Mhatre expired on September 30, 1954 and was survived by his wife Venibai Almaram Mhatre. Accordingly, the name of his wife was mutated on record of *inter alia* the land bearing Survey no.68 Hissa no.2.
7. Since Dharma Krishna Bhoir was actually cultivating the captioned land, his name was recorded as simple tenant vide Mutation Entry

no.486 dated 1st January, 1959.

8. Upon perusal of an extract of Mutation Entry no.572 dated 30th August, 1961, it is seen that the same does not pertain to the captioned land and the VII/XII extract should be updated to delete the same.
9. On perusal of Mutation Entry no.576 dated 25th October, 1961, it is seen that an Order bearing no.818 has been passed by the Agricultural Land Tribunal and Upper Tehsildar, Panvel under Section 32G of Tenancy Act. As per the said Order, the name of Abdul Latif Kamruddin Patil, being owner, was mutated in the other rights column and name of Dharma Krishna Bhoir, being tenant purchaser, was mutated in the holder's column of Village Form VII of the land bearing Survey no.68 Hissa no.2 and further, the charge of the purchase price was recorded in the other rights column. Since, we have not been furnished with the documents pertaining to the tenancy proceedings, we have no comments to offer on the same and as such we have relied upon the contents of the said mutation entry. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Panvel to furnish them with inter alia the copies of the documents pertaining to the Section 32G proceedings, order passed under Section 32G and certificate issued under Section 32M. Upon receiving the aforementioned documents, we will update the Title Certificate accordingly.
10. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
11. Upon perusal of an extract of Mutation Entry no. 756 dated 28th March, 1972, it is seen that the same does not pertain to the captioned land and the VII/XII extract should be updated to delete the same.
12. Mutation Entry no.789 dated 14th September, 1973 records charge of

was deleted from the records of the captioned land. We have been furnished with a certificate bearing no.Tenancy/KAT/550/07 dated 29th August, 2007 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.7415 of 2007 recording the payment of the purchase price. We have also been furnished with a copy of a certificate bearing no.Tenancy/MR/KAT dated 15th April, 2008 registered with the office of the Sub-Registrar, Uran, at Serial no.3517 of 2008 recording the payment of the purchase price. It appears that the certificate was registered in two different offices.

17. By and under an Agreement for Sale dated 20th February 2008 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.1588 of 2008, (a) Sukarya Dharma Bhoir, (b) Kailas Baban Bhoir, (c) Rajesh Baban Bhoir, (d) Balubai Baban Bhoir, (e) Manjula Sunil Patil, (f) Shobha Chandrakant Keni, (g) Priya Pradeep Patil, (h) Sulochana Jaidas Kalekar and (i) Vishnu Janu Mhatre (through his constituted Power of Attorney holder Manoj Gorakhnath Bhosale) (the "Bhoir Family") agreed to sell and transfer in favour of Sangita Brijbhushan Gupta the captioned land admeasuring 00 Hectares 46 Ares, for the consideration and in the manner stated therein. The Agreement records that the land was sold for legal and financial necessity of the family. Annexed to the Agreement is a General Power of Attorney dated 20th February 2008 authenticated before Adv. Prafulla Mhatre and noted in his register at Serial no.248 of 2008, executed by Vishnu Janu Mhatre in favour of Manoj Gorakhnath Bhosale, thereby enabling the attorney to undertake the acts, deeds and things mentioned therein. The aforementioned vendors had earlier agreed to sell the captioned land to Vishnu Janu Mhatre pursuant to an oral agreement in the year 2002 and they had also received a considerable amount of consideration from Vishnu Janu Mhatre. However, the said transaction could not be completed and therefore, Vishnu Janu Mhatre was joined as a party to the aforementioned Agreement for Sale.
18. By and under a Sale Deed dated 23rd October, 2008 and registered with the office of the Sub-Registrar, Uran, at Serial no.7771 of 2008, the Bhoir Family (all through their constituted attorney Brijbhushan Shivshankar Gupta) and Vishnu Janu Mhatre as the Confirming Party

Vividh Vikas Karyakari Society Limited, Rohinjan in respect of loan of Rs.700/- availed of by Dharma Krishna Bhoir from the society. However, on repayment of the said loan by Sukarya Dharma Bhoir, the charge and name of the Society was deleted from other rights' column of Village Form no. VII of the subject land vide Mutation Entry no.2380 dated 1st October, 2007.

13. Mutation Entry no.1079 dated 15th June, 1991 records that Dharma Krishna Bhoir expired on 13th July, 1979 and was survived by (a) Sukarya Dharma Bhoir, (b) Baban Dharma Bhoir and (c) Budhibai Shripat Nighukar. Accordingly, the names of the heirs were mutated on record.
14. Mutation Entry no.2383 dated 1st October, 2007 records that Baban Dharma Bhoir expired on 9th September, 2007 and was survived by (a) Kailash Baban Bhoir, (b) Rajesh Baban Bhoir, (c) Balubai Baban Bhoir, (d) Manjula Sunil Patil, (e) Shobha Chandrakant Keni, (f) Priya Pradip Patil and (g) Sulochana Jaydas Kalekar. Accordingly, the names of the heirs were mutated on record.
15. By and under the without consideration Release Deed dated 23rd November, 2007 registered with the office of the Sub-Registrar, Panvel - 3, at Serial no.11370 of 2007, Budhibai Shripat Nighukar released her share in respect of the captioned land in favor of Sukarya Dharma Bhoir and accordingly the said fact was mutated on record as per the letter of Tehsildar Panvel under no. Hakkanond/Kat-4/A-Patrk1439/ 07 dated 31st December, 2007 and accordingly, her name was deleted vide Mutation Entry no.2418 dated 10th January, 2008. Subsequently, Budhibai Shripat Nighukar and her family members also executed a Deed of Confirmation / Declaration dated 22nd December, 2011 registered with the office of Sub-Registrar, Panvel - 1, at Serial no.16219 of 2011, in the manner set out hereinafter.
16. Mutation Entry no.2433 dated 20th April, 2008 records that pursuant to the payment of the purchase price by Dharma Krishna Bhoir and on receiving the certificate issued by the Upper Tehsildar and Agricultural Land Tribunal, the charge of Abdul Latif Kamruddin Patil

therein, sold and transferred in favour of Sangita Brijbhushan Gupta the captioned land admeasuring 00 Hectares 46 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2508 dated 23rd March, 2009. The Sale Deed records that the land was sold for financial necessity of the family. The Sale Deed also records that the Bhoir Family had under an Oral Agreement in the year 2002, agreed to sell the captioned land to Vishnu Janu Mhatre and they had also received a considerable amount of consideration from Vishnu Janu Mhatre. Under the Sale Deed, Vishnu Janu Mhatre had released all his rights, title and interest in respect of the captioned land in favour of the Purchaser. Annexed to the Sale Deed is a copy of the Order bearing no.Tenancy/V.P./S.R.912/ 2008 (Agriculture) dated 28th July, 2008, whereby the Sub-Divisional Officer permitted Sukarya Dharma Bhoir and others to inter alia sell the captioned land to Sangita Brijbhushan Gupta inter alia for utilizing the same for agricultural purposes only and on such terms and conditions as stated therein. Also annexed to the Sale Deed is an Irrevocable Power of Attorney dated 20th February 2008 registered with the office of the Sub-Registrar, Panvel, at Serial no.1569 of 2008, executed by the Bhoir Family in favour of Brijbhushan Shivshankar Gupta, thereby enabling the attorney to undertake the acts, deeds and things mentioned therein.

19. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
20. Upon perusal of an extract of Mutation Entry no.2668 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the VII/XII extract should be updated to delete the same.
21. By and Under a Deed of Confirmation: Declaration dated 22nd December, 2011 registered with the office of Sub-Registrar, Panvel

- 1, at Serial no.16219 of 2011, Budhibai Shripal Nighukar, in the presence of (a) Shivram Shripal Nighukar, (b) Lahu Shivram Nighukar, (c) Gurusath Shivram Nighukar, (d) Mahesh Shivram Nighukar, (e) Mahendra Shivram Nighukar, (f) Sukanya Dharma Bhoir, (g) Kaitas Baban Bhoir, (h) Rajesh Baban Bhoir, (i) Balubai Baban Bhoir, (j) Manjula Baban Bhoir alias Manjula Suni Patil, (k) Shobha Baban Bhoir alias Shobha Chandrakant Keni, (l) Priya Baban Bhoir alias Priya Pradip Patil and (m) Sulochana Baban Bhoir alias Sulochana Jaydas Kalekar ((f) to (m) through their power of attorney holder Brijbhushan Shivshankar Gupta) *inter alia* confirmed the Sale Deed dated 23rd October, 2008 and registered with the office of the Sub-Registrar, Uran, at Serial no.7771 of 2008.
22. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
23. By and under a indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1000 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1001 of 2016, Sangita Brijbhushan Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta *inter alia* the captioned land admeasuring 00 Hectares 46 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2870 dated March 10, 2016. The Supplement to Indenture of Conveyance *inter alia* records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2860 dated 19th February, 2016; however, on

- dated 15th May, 1939 which records that by and under a Sale Deed dated 11th April, 1939 registered with the office of the Sub-Registrar, Panvel, at Serial no.441 of 1939, Kamruddin Mohammed Patil purchased from Abdul Kadir Shahabuddin Patil *inter alia* the captioned land for Rs.200/-.
3. Mutation Entry no.291 dated 10th November, 1946 records that Kamruddin Mohammed Sayyed expired on 15th August, 1946 and was survived by his sons Mohammed Abdulla, Mohammed Ismail, Abdul Rahiman and Abdul Latif.
4. The name of Kanya Ragho Mhatre was recorded as protected tenant of the land bearing Survey no.68 Hissa no.4 vide Mutation Entry no.318 dated 2nd February, 1948.
5. Mutation Entry no.396 dated 1st April, 1952 records that pursuant to the oral partition amongst Abdulla Kamruddin Patil and 5 others, the land bearing Survey no.68 Hissa no.4 admeasuring 00 Acres 24 Gunthas came to the share of Abdul Latif Kamruddin Patil.
6. Since Kanya Ragho Mhatre was not actually cultivating the land, his name was deleted vide Mutation Entry no.487 dated 1st January, 1958. However, since Balya Ragho Mhatre was cultivating the captioned land, his name was mutated as simple tenant vide Mutation Entry no.488 dated 1st January, 1958.
7. On perusal of Mutation Entry no.543 dated 25th April, 1961, it is seen that an Order bearing no.Tenancy/SR/300, 301 has been passed by the Agricultural Land Tribunal and Upper Tehsildar, Panvel under Section 32G of Tenancy Act. As per the said Order, the name of Abdul Latif Kamruddin Patil, being owner, was mutated in the other rights column and name of Kanya Ragho Mhatre, being the tenant purchaser, was mutated in the holder's column of Village Form VII of *inter alia* the land bearing Survey no.68 Hissa no.4 and further, the charge of the purchase price was recorded in the other rights column.
8. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1956 and the Indian Coinage Act, 1956 were implemented and accordingly, the records

account of correction therein, Mutation Entry no.2870 was prepared and the said Mutation Entry no.2860 was cancelled. The VII(XII) extract in respect of the captioned land however does not reflect Mutation Entry no.2860.

24. Village Form VII(XII) for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.68 Hissa no.2 admeasuring 00 Hectares 46 Ares.
25. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate (including the obligation of the Company to handover / transfer the area mentioned therein to MMRDA / concerned authority), we are of the opinion that the Company is the owner of the land bearing Survey no.68 Hissa no.2 admeasuring 00 Hectares 46 Ares and the title of the Company to the captioned land is clear and marketable.

J. Survey no.68 Hissa no.4 admeasuring 00 Hectares 25.30 Ares:

1. We have been furnished with a letter dated 19th June, 2007 wherein the Tehsildar, Panvel has stated that the VII(XII) extracts in respect of *inter alia* the captioned land for the period 1950-1951 to 1963-1964 are not available. We have been furnished with VII(XI) extracts in respect of the captioned land for the period 1929-1930 to 1938-1939; 1963-1964 to 1978-1979 and 2015-2016. Upon perusal of the VII(XII) extract for the period 1929-1930 to 1938-1939, it is seen that the name of Kamruddin Sayyed Patil is reflected as the holder of the captioned land admeasuring 00 Acres 25 Gunthas. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII(XII) in respect of the captioned land for the period 1931 to 2016. Upon receiving the balance VII(XII) extracts, if required, we will update the Title Certificate accordingly.
2. The earliest record made available to us is Mutation Entry no.219
- were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
9. Mutation Entry no.766 dated 11th June, 1973 records charge of Vividh Vikas Karyakari Society Limited, Rohinjari in respect of loan of Rs.1,500/- availed of by Kanya Ragho Mhatre from the society. However, on repayment of the said loan by Raghunath Kanya Mhatre, the charge and name of the Society is deleted from other rights' column of Village Form no. VII of the subject land vide Mutation Entry no.2340 dated 7th June, 2007.
10. Mutation Entry no.1081 dated August 15, 1991 records that Kana Ragho Patil expired on 9th May, 1991 and was survived by his sons (a) Hari Kana Mhatre, (b) Raghunath Kana Mhatre, (c) Padmakar Kana Mhatre, (d) Ananta Kana Mhatre; and daughter (e) Sarika Changdev Mhatre. Accordingly, the names of the heirs were mutated on record. Though the name of Kanya Ragho Patil appears in Mutation Entry no.1081, the same has been mentioned as Kanya Ragho Mhatre in earlier Mutation Entry no. 543. However, we have not independently verified the authenticity of the fact that Kanya Ragho Mhatre is the same person as Kanya Ragho Patil as referred above.
11. Thereafter, pursuant to the payment of the purchase price by Kanya Ragho Patil to Abdul Latif Kamruddin Patil, the charge of the erstwhile owner was deleted from the other rights column vide Mutation Entry no.2133 dated 10th February, 2000. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Panvel to furnish them with *inter alia* the copies of the documents pertaining to the Section 32G proceedings, order passed under Section 32G and certificate issued under Section 32M. Upon receiving the aforementioned documents, we will update the Title Certificate accordingly.
12. Mutation Entry no.2274 dated 12th January, 2006 records that Hari Kana Mhatre expired on 23rd July, 2002 and was survived by his son Janardan Hari Mhatre. Accordingly, the name of the legal heir was

mutated on record.

13. Mutation Entry no 2275 dated 12th January, 2008 records that Sarika Changdev Mhatre expired on 16th August, 2001 and was survived by Rohidas Changdev Mhatre. Accordingly, the name of the legal heir was mutated on record.
14. By and under an Agreement for Sale dated 3rd May, 2007 registered with the Sub-Registrar, Panvel – 1, at Serial no.4042 of 2007, (a) Janardan Hari Mhatre, (b) Rohidas Changdev Mhatre, (c) Raghunath Kana Mhatre (d) Padmakar Kana Mhatre and (e) Ananta Kana Mhatre agreed to sell and transfer in favour of Milind Jaysing Pawar the captioned land, for the consideration and in the manner as stated therein. By and under a Power of Attorney dated 30th April, 2007 and authenticated before the Sub-Registrar, Panvel and noted at Serial no.391 of 2007, (a) Padmakar Kana Mhatre (b) Ananta Kana Mhatre (c) Raghunath Kana Mhatre and (d) Rohidas Changdev Mhatre granted in favour of Janardhan Hari Mhatre, powers mentioned therein, thereby enabling Janardhan Hari Mhatre to do the acts, deeds and things mentioned therein *inter alia* in relation to the captioned land. By and under a Power of Attorney dated 15th May, 2007 and authenticated before the Sub-Registrar, Panvel and noted at Serial no.392 of 2007, Janardhan Hari Mhatre (for self and as the power of attorney holder of (a) to (d) mentioned above) granted powers in favour of Milind Jaysing Pawar to enable him to undertake the acts, deeds and things mentioned therein *inter alia* in relation to the captioned land.
15. By and under a Deed of Assignment / Transfer dated 8th June, 2007 registered with the office of the Sub-Registrar, Panvel – 1, at Serial no.4676 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil, (k) Krishna Sitaram Patil, (l) Laxman Dattu Mhatre (for self and as the attorney of (a) to (k) above); (m) Raghunath Kana Mhatre, (n) Padmakar Kana Mhatre, (o) Ananta Kana Mhatre, (p) Rohidas Changdev Mhatre, (q) Janardan Hari

Mhatre (for self and as the attorney of (m) to (p) above), (r) Prabhat Mukund Mhatre (for herself and as the guardian of her daughter Akshata and as the attorney of (s) to (u) below), (s) Mosmi Mukund Mhatre, (t) Monica Mukund Mhatre and (u) Shweta Mukund Mhatre (all the above through their power of attorney holder Milind Jaysing Pawar), with the consent of Milind Jaysing Pawar, agreed to sell, assign and transfer their respective right, title and interest *inter alia* in respect of the captioned land in favour of Dynasty Developers, for the consideration and in the manner as stated therein. In furtherance to the aforementioned Deed of Assignment / Transfer, a Power of Attorney dated 8th June, 2007 registered with the Sub-Registrar, Panvel at Serial no.4677 of 2007 was also executed in favour of Dynasty Developers (through its partners Kishor Govind Pate and Prakash Harakchand Parakh) to enable Dynasty Developers to do certain acts, deeds and things mentioned therein *inter alia* in relation to the captioned land.

16. Thereafter, one Gurukrupa Associates, through its partner Satvindersingh Sohansingh Pable filed a notice of lis pendens dated 9th January, 2008 registered with the Sub-Registrar, Uran at Serial no.609 of 2008. The notice of lis pendens *inter alia* reflects that a Special Civil Suit no.729 of 2007 has been filed before the Civil Judge Senior Division, Panvel by Gurukrupa Associates (as the plaintiff therein) against (a) Raghunath Kana Mhatre, (b) Padmakar Kana Mhatre, (c) Ananta Kana Mhatre, (d) Janardan Hari Mhatre and (e) Rohidas Changdev Mhatre (as the defendants therein) praying for specific performance of agreement dated 4th February, 2006 executed *inter alia* in respect of the captioned land. It appears on the review of the copy of the plaint annexed to the notice of lis pendens that the plaint does not pertain to the captioned land. By and under a Mutation Entry no.2657 dated December 24, 2010, the remark of lis pendens was recorded *inter alia* in respect of the captioned land. The said Mutation Entry no.2657 also records that no further changes will be made in the revenue records till further Order and status quo be maintained in respect of the captioned land. Upon perusal of the Order bearing no.Tenancy/Kat/RTS Appeal - 325/2011 dated March 6, 2012 passed by the Sub-Divisional Officer in the appeal filed by

Brijbhushan Shivshankar Gupta (as the plaintiff therein) against Talathi Saja, Owe and Mandal Officer, Panvel (as the defendant therein) read with clarification Order; it is seen that the Mutation Entry no.2657 as set out above was cancelled, which fact has been recorded under Mutation Entry no. 2733 dated April 14, 2012.

17. By and under a Sale Deed dated 9th July, 2008 registered with the office of the Sub-Registrar, Uran, at Serial no.5289 of 2008, (a) Janardan Hari Mhatre, (b) Rohidas Changdev Mhatre, (c) Raghunath Kana Mhatre (d) Padmakar Kana Mhatre and (e) Ananta Kana Mhatre (all through their power of attorney holder Milind Jaysing Pawar), with the consent of Milind Jaysing Pawar, sold and transferred in favour of Brijbhushan Shivshankar Gupta the captioned land admeasuring 00 Hectares 25.30 Ares, for the consideration and in the manner as stated therein, which fact has been recorded under Mutation Entry no.2455 dated July 10, 2008. The Sale Deed records that the land was sold for legal and financial necessity of the family. Annexed to the Sale Deed is a copy of the Order bearing no.Tenancy/Sale Permission/SR 1530/2007 (Agriculture) dated 22nd May, 2008 whereby the Sub-Divisional Officer, Panvel has granted its permission to Janardan Hari Mhatre and others to sell the captioned land to Brijbhushan Shivshankar Gupta for the purpose of agriculture only and on the terms mentioned therein.
18. By and under a Release Deed dated 12th July, 2010 registered with the office of the Sub-Registrar, Panvel – 1, at Serial no.8512 of 2010, Dynasty Developers released in favour of (a) Brijbhushan Shivshankar Gupta, (c) Sangita Brijbhushan Gupta and (d) Minal Kunj Behari Gupta all their rights, claim and interest *inter alia* in respect of the captioned land in the manner and for the consideration mentioned therein. The said Release Deed *inter-alia* states that under the said Deed of Assignment dated 8th June, 2007, Milind Jaysing Pawar was to perform and fulfil certain obligations as mentioned therein; however, Milind Jaysing Pawar failed and neglected to perform the said obligations and orally informed the Dynasty Developers that (a) Janardan Hari Mhatre, (b) Rohidas Changdev Mhatre, (c) Raghunath Kana Mhatre, (d) Padmakar Kana

Mhatre and (e) Ananta Kana Mhatre had already sold the captioned land, which was in blatant breach of the Deed of Assignment dated 8th June, 2007. Further, the said Release Deed recites that the said Releasees therein including Brijbhushan Shivshankar Gupta were not informed of the subsistence of the Deed of Assignment dated 8th June, 2007 at the time of execution of the Sale Deed dated 9th July, 2008 and therefore, in view of the aforesaid facts and with a view to avoid disputes, the said releasors therein agreed to release all their claims, rights, interest, charges, etc. in the subject land under the Deed of Assignment dated 8th June, 2007 in favour of Brijbhushan Shivshankar Gupta.

19. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
20. Upon perusal of an extract of Mutation Entry no.2668 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the VII/XII extract should be updated to delete the same.
21. Mutation Entry no. 2732 dated 4th April, 2012 does not pertain to the captioned land and the VII/XII should be updated to delete the same.
22. Mutation Entry no. 2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
23. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.967 of 2016 read with Supplement to Indenture of Conveyance

x. Survey no.69 admeasuring 01 Hectare 39.20 Ares;

1. We have been furnished with the extracts of Village Form VII/XII for the period 1964-1965 to 1976-1977, 1978-1979 to 1994-1995, 1996-1997 to 2008-2009 and 2015-2016. We have also been furnished with a letter dated 14th September, 2009 issued by the Tehsildar, Panvel stating that the VII/XII extracts for the period 1956 to 1963-1964 are not available. Upon perusal of the VII/XII extract for the period 964-1965 to 1976-1977, it is seen that the name Krishna Poshka Gaikwad is recorded as the holder of the captioned land. The other rights column records the charge of Abdul Latif Amirmiya Sayyed for Rs.2,150/- and the charge of Vividh Vikas Karyakari Society, Rohinjan for Rs.3,000/-. The VII/XII also bears a stamp reflecting restricted tenure as per Section 43 of the Tenancy Act. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the VII/XII extracts for the balance period, if required, we will update the Title Certificate accordingly.
2. Mutation Entry no.134 dated October 10, 1931 records that Abdul Kadir Sayyed expired on 22nd June, 1931 and was survived by his son Amirmiya Abdul Kadir. The said mutation entry incorrectly mentions that the name of the son was mutated on records as the Karta of the joint family since as per the Muslim law, the concept of 'joint family' and 'Karta' is not recognized.
3. The name of Krishna Poshka Gaikwad was recorded as protected tenant vide Mutation Entry no.322 dated 2nd February, 1948.
4. Mutation Entry no.384 dated December 10, 1950 records that on August 20, 1949, Aishabbi Kazi sold and transferred in favour of Amirmiya Abdul Kadir Sayyad her 1/5th share out of the land bearing Survey no.69 Hissa no.0, for Rs.1,500/-. Since we have not been furnished with a copy of the aforementioned Sale Deed, we have no comments to offer on the same and this Title Certificate is being submitted subject to the same. Further, we have not been furnished with any document evidencing the manner in which Aishabbi

dated 30th January, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.968 of 2016, Brijbhushan Shivshankar Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta the lands bearing Survey no.67 Hissa no.4 admeasuring 00 Hectares 23 Ares and Survey no.68 Hissa no.4 admeasuring 00 Hectares 25.3 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2667 dated March 10, 2016. The Supplement to Indenture of Conveyance inter alia records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2857 dated 19th February, 2016, however, on account of correction therein, Mutation Entry no.2867 was prepared and the said Mutation Entry no.2857 was cancelled.

24. For the litigation pertaining to the captioned land, please see the Litigation paragraph of this Certificate.
25. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.68 Hissa no.4 admeasuring 00 Hectares 25.30 Ares.
26. In light of what is discussed above and subject to the observations made by us, subject to the outcome of the pending litigation set out in the Litigation paragraph of this Certificate and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate (including the obligation of the Company to handover / transfer the area mentioned therein to MMRDA / concerned authority), we are of the opinion that the Company is the owner of the land bearing Survey no.68 Hissa no.4 admeasuring 00 Hectares 25.30 Ares and the title of the Company to the captioned land is clear and marketable.

became entitled to the captioned land. The said mutation entry also appears to incorrectly mention a remark that there is no protected tenant.

5. On perusal of Mutation Entry no.623 dated 6th January, 1967, it is seen that an Order bearing no. 1503 has been passed by the Agricultural Land Tribunal and Upper Tehsildar, Panvel under Section 32G of Tenancy Act. As per the said Order, the name of Amirmiya Abdul Kadir Sayyad, being owner, was mutated in the other rights column and name of Krishna Poshka Gaikwad, being tenant purchaser, were mutated in the holder's column. A charge of Rs.2,150/- being the purchase price under the provisions of Tenancy Act, was recorded in the other rights column. Since, we have not been furnished with the documents pertaining to the tenancy proceedings, we have no comments to offer on the same and as such we have relied upon the contents of the said mutation entry. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Panvel to furnish them with inter alia the copies of the documents pertaining to the Section 32G proceedings, order passed under Section 32G and certificate issued under Section 32M. Upon receiving the aforementioned documents, we will update the Title Certificate accordingly.
6. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
7. Mutation Entry no.794 dated 14th September, 1973 records charge of Vividh Vikas Karyakari Society, Rohinjan in respect of loan of Rs.3,000/- availed of by Krishna Poshka Gaikwad from the society. However, on repayment of the said loan by Ramesh Krishna Gaikar alias Gaikwad, the charge and name of the Society is deleted from other rights' column of Village Form no. VII of the subject land vide Mutation Entry no.2339 dated 7th June, 2007.

8. Mutation Entry no. 846 dated 11th August, 1977 records that Aamiriyah Abdul Kadir Sayyid expired in or around the year 1970 and was survived by his sons (a) Abdul Razak Amiriyah Sayyid (b) Abdul Latif Amiriyah Sayyid (c) Abdul Galoor Amiriyah Sayyid, (d) Abdul Rahiman Amiriyah Sayyid, (e) Ismail Amiriyah Sayyid; daughters (f) Begum Kadir Patel (g) Safia Abdul Rahiman Mulla (h) Fatima Amiriyah Sayyid; and wife (i) Mariambi Aamiriyah Sayyid as his legal heirs. The said mutation entry incorrectly records that the name of Abdul Latif Amiriyah Sayyid was mutated on record as 'Karta of the joint family' since as per the Muslim law, the concept of 'joint family' and 'Karta' is not recognized.
9. Upon payment of the purchase price of Rs.2,150/- by Krishna Poshha Gaikwad, the charge of Amiriyah Abdul Kadir Sayyid was deleted from the other rights column of the land bearing Survey no.69 Hissa no.0 vide Mutation Entry no.2228 dated 5th December, 2004.
10. Mutation Entry no. 2306 dated 30th September, 2006 records that Krishna Poshha Gaikwad expired on 7th November, 2002 and was survived by his sons (a) Ramesh Krishna Gaikar alias Gaikwad, (b) Naresh Krishna Gaikar alias Gaikwad and daughter (c) Meena Ramdas Patil. Accordingly, the names of the heirs were mutated on records of the land bearing Survey no.69 Hissa no.0.
11. By and under an Agreement for Sale dated 4th June, 2009 registered with the office of the Sub-Registrar, Panvel at Serial no.2986 of 2009, (a) Ramesh Krishna Gaikwar alias Gaikwad, (b) Naresh Krishna Gaikwar alias Gaikwad, (c) Meena Ramdas Patil and (d) Nanda Ramesh Gaikwar alias Gaikwad, (e) Sajjan Ramesh Gaikwar alias Gaikwad, (f) Sunita Ramesh Gaikwar (g) Avinash Ramesh Gaikwar alias Gaikwad, (h) Kajal Ramesh Gaikwar alias Gaikwad (i), (g) and (h) being minors, through their guardian father Ramesh Gaikar alias Gaikwad, (j) Kalpana Naresh Gaikwar alias Gaikwad, (k) Shweta Gaikwar alias Gaikwad and (l) Sandesh Naresh Gaikwar alias Gaikwad (j), (k) and (l) being minors, through their guardian and father Naresh, Sandesh Gaikwar alias Gaikwad (hereinafter collectively referred to as the "Gaikwad Family" : agreed to sell and transfer in favour of Minal Kunj Behari Gupta a portion admeasuring 01 Hectare

00 Ares out of the captioned land admeasuring 01 Hectare 39.20 Ares, for the consideration and in the manner stated therein. The Agreement records that the land was being sold for financial necessity of the family.

12. By and under a Sale Deed dated 16th December, 2009 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.8385 of 2009, the Gaikwad Family, through their power of attorney holder Brijbhushan Gupta, sold and transferred in favour of Minal Kunj Behari Gupta a portion of admeasuring 01 Hectare 00 Ares out of the captioned land, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2591 dated 13th May, 2010. The Sale Deed records that the land was sold for legal and financial necessity of the joint family. Annexed to the Sale Deed is a copy of the Order bearing no.Tenancy/VP/SR 559/2009 (Agriculture) dated September 18, 2009 whereby the Sub-Divisional Officer permitted Ramesh Krishna Gaikar alias Gaikwad and others to sell the captioned land to Minal Kunj Behari Gupta inter alia for utilizing the same for agricultural purposes only and on such terms and conditions as stated therein.
13. By and under a Sale Deed dated 3rd November, 2010 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.13169 of 2010, the Gaikwad Family alongwith Jagruhi Sajjan Gaikar alias Gaikwad, sold and transferred in favour of Minal Kunj Behari Gupta the balance portion admeasuring 00 Hectares 39.20 Ares out of the captioned land, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2632 dated 22nd November, 2010. The Sale Deed records that the land was sold for legal and financial necessity of the joint family. Annexed to the Sale Deed is a copy of the Order bearing no.Tenancy/VP/SR 559/2009 (Agriculture) dated September 18, 2009 whereby the Sub-Divisional Officer permitted Ramesh Krishna Gaikar alias Gaikwad and others to sell the captioned land to Minal Kunj Behari Gupta inter alia for utilizing the same for agricultural purposes only and on such terms and conditions as stated therein. By and under an Order bearing no.Tenancy/VP/SR 559/2009 (Agriculture) dated 25th October, 2010, the Sub-Divisional Officer granted a month's time for

- the purchaser to purchase the balance area out of the captioned land.
14. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
15. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
16. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1006 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1007 of 2016, Minal Kunj Behari Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta inter alia the captioned land admeasuring 01 Hectare 39.20 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2874 dated March 10, 2016. The Supplement to Indenture of Conveyance inter alia records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2864 dated 21st February, 2016, however, on account of correction therein, Mutation Entry no.2874 was prepared and the said Mutation Entry no.2864 was cancelled.

17. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.69 admeasuring 01 Hectare 39.20 Ares.
18. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate (including the obligation of the Company to handover / transfer the area mentioned therein to MMRDA / concerned authority), we are of the opinion that the Company is the owner of the land bearing Survey no.69 admeasuring 00 Hectares 39.20 Ares and the title of the Company to the captioned land is clear and marketable.

I. Survey no.70 Hissa no.1 admeasuring 00 Hectares 21.70 Ares:

1. We have been furnished with the extracts of Village Form VII/XII in respect of the captioned land for the period 1929-1930 to 1938-1939; 1964-1965 to 1974-1975; 1978-1979 to 1994-1995; 1996-1997 to 2007-2008 and 2015-2016. Upon perusal of the VII/XII extract for the period 1929-1930 to 1938-1939, it is seen that the name of Sarabibi Javje Burhuddin Amin Patil is reflected as the holder thereof. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the balance VII/XII extracts, if required, we will update the Title Certificate accordingly.
2. Mutation Entry no.123 dated 25th December, 1930 records that Mohammed Sharif Mohammed Ibrahim Khamkar orally gifted inter alia the captioned land to Sarabibi Javje Burhuddin Amin Patil.
3. On 23rd April, 1940 Sakharam Laxman Kalan purchased inter alia the captioned land from Sarabibi Javje Burhuddin Patil for Rs.40/-, which fact has been recorded vide Mutation Entry no.229 dated 25th April, 1940. Since we have not been furnished with a copy of the aforementioned Sale Deed, we have relied upon the contents of the

said mutation entry.

4. The name of Bama Chahu Mhatre was recorded as protected tenant of the land bearing Survey no.70 Hissa no.1 vide Mutation Entry no.345 dated 2nd February, 1948.
5. Mutation Entry no.357 dated 3rd April, 1948 records that Sakharam Laxman Vange expired on 19th June, 1947 and was survived by his wife Janki Sakharam Vange. Accordingly, the name of the heir was mutated on records of inter alia the captioned land.
6. Mutation Entry no.407 dated 7th September, 1953 records that Bama Chahu Mhatre, the protected tenant, expired in or around the year 1949. Pursuant thereto, the name of his son Atmaram Bama Mhatre, as the Karta of the joint family, was mutated on record of inter alia the land bearing Survey no.70 Hissa no.1.
7. Mutation Entry no.427 dated 1st April, 1955 records that Atmaram Bama Mhatre expired on September 30, 1954 and was survived by his wife Venbai Atmaram Mhatre. Accordingly, the name of his wife was mutated on record of inter alia the land bearing Survey no.70 Hissa no.1.
8. Thereafter, pursuant to an Order bearing no.Tenancy/302 to 305 dated 26th March, 1961, passed under Section 32G of the Tenancy Act, it was held that Venbai Atmaram Mhatre, the tenant of the land bearing Survey no.70 Hissa no.1 was a widow and therefore, the Tiler's Day was postponed with respect of fixation of purchase price under Section 32G of Tenancy Act. The aforementioned fact is recorded vide Mutation Entry no.564 dated 27th April, 1961.
9. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
10. Mutation Entry no.764 dated 25th January, 1973 records that Venbai Atmaram Mhatre expired on 4th November, 1972 and was survived

by her daughters (a) Kasubai Pandurang Patil, (b) Vasubai Trimbak Mhatre, (c) Dwarakabai Kalu Patil; and brothers in law (d) Mahadu Bama Mhatre, (e) Shankar Bama Mhatre, (f) Janu Bama Mhatre and (g) Kashinath Bama Mhatre. The said mutation entry records that all the daughters are married and the brothers in law are actually cultivating the lands mentioned therein. Therefore, the names of the brothers in law were mutated in respect of the lands being cultivated by them. Accordingly, the land bearing Survey no.70 Hissa no.1 recorded to be admeasuring 00 Acres 21 50 Gunthas was allotted to Shankar Bama Mhatre as per his actual physical possession and the partition was mutated on record.

11. By and under an Order no.32G/Rohinjan/462 dated 11th February, 1973 passed under the provisions of Section 32G of the said Act, the remark of postponement of the Tilers Day has been deleted from the other rights column of the captioned land vide Mutation Entry no. 802 dated 12th December, 1973.
12. Mutation Entry no.864 dated 15th May, 1980 does not pertain to the captioned land and the VIII/XII should be updated to delete the same.
13. Mutation Entry no.908 dated 25th February, 1984 records that Shankar Bama Mhatre expired on 27th May, 1983 and was survived by his sons (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, daughters (e) Anandi Krishna Patil, (f) Ramubai Kana Patil; and wife (g) Parvati Shankar Mhatre. Accordingly, the names of the heirs were mutated on record.
14. Mutation Entry no.938 dated 17th October, 1986 records that Anandi Krishna Patil expired in the year 1986 and was survived by her sons (a) Sanjeev Krishna Patil, (b) Gautam Krishna Patil; daughters (c) Gulab Krishna Patil, (d) Chandrabhaga Krishna Patil, (e) Ranjana Krishna Patil; and husband (f) Krishna Sitaram Patil. It is also recorded that (a) to (e) being minors, are represented by their father (f) above. Accordingly, the names were mutated on record.
15. Mutation Entry no.2124 dated 2nd August, 1999 records that Parvatibai Shankar Mhatre expired in or around the year 1991 and was survived by (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Sanjeev Krishna Patil, (f) Gautam Krishna Patil, (g) Gulab Krishna Patil, (h) Chandrabhaga Krishna Patil, (i) Ranjana Krishna Patil and (j) Ramubai Kana Patil. Accordingly, the names of the heirs were mutated on record.
16. On perusal of Mutation Entry no.2384 dated 10th October, 2007, it is seen that an Order bearing no.Tenancy/SR/336/2007 has been passed by the Upper Tehsildar, Parvel under Section 32G of Tenancy Act. As per the said Order, the name of Janki Sakharam Vange, being owner, was mutated in the other rights column and names of (a) Dattu Shankar Mhatre (b) Charpat Shankar Mhatre (c) Mohan Shankar Mhatre (d) Ramubai Kana Patil (e) Sanjiv Krishna Patil (f) Revan Shankar Mhatre (g) Gautam Krishna Patil (h) Gulab Krishna Patil (i) Chandrabhaga Krishna Patil (j) Ranjana Krishna Patil and (k) Krishna Sakharam Patil, being tenant purchasers, were mutated in the holder's column of Village Form VII of inter alia the land bearing Survey no.70 Hissa no.1 and further, the charge of the purchase price was recorded in the other rights column. Since, we have not been furnished with the documents pertaining to the tenancy proceedings, we have no comments to offer on the same and as such we have relied upon the contents of the said mutation entry. It is pertinent to note that the name of Janki Sakharam Kalan is also mentioned as Janki Sakharam Vange at several places. The Company has informed us that they are the same person. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Parvel to furnish them with inter alia the copies of the documents pertaining to the Section 32G proceedings, order passed under Section 32G and certificate issued under Section 32M. Upon receiving the aforementioned documents, we will update the Title Certificate accordingly.
17. Mutation Entry no.2429 dated 26th March, 2008 records that pursuant to the payment of the purchase price by Dattu Shankar Mhatre and others and on receipt of the certificate bearing no.Tenancy/32M dated 25th March, 2008 registered with the office of the Sub-

Registrar, Parvel - 1, at Serial no.4169 of 2008 issued under Section 32M of the Tenancy Act, the charge of Janki Sakharam Kalan was deleted from the records of the captioned land.

18. By and under an Agreement for Sale dated 10th April, 2008 registered with the office of the Sub-Registrar, Parvel - 1, at Serial no.2982 of 2008, (a) Dattu Shankar Mhatre (b) Charpat Shankar Mhatre (c) Mohan Shankar Mhatre (d) Ramubai Kana Patil (e) Sanjeev Krishna Patil (f) Revan Shankar Mhatre (g) Gautam Krishna Patil (h) Gulab Krishna Patil (i) Chandrabhaga Krishna Patil (j) Ranjana Krishna Patil and (k) Krishna Sitaram Patil (the "Mhatre Family") agreed to sell and transfer inter alia the captioned land in favour of Minal Kunj Behari Gupta for the consideration and in the manner stated therein. The Agreement records that the lands were sold for legal and financial necessity of the family.
19. By and under a Sale Deed dated 23rd October, 2008 registered with the office of the Sub-Registrar, Uran at Serial no.7772 of 2008, the Mhatre Family, through their power of attorney holder Brijbhushan Shivshankar Gupta, sold and transferred in favour of Minal Kunj Behari Gupta inter alia the captioned land admeasuring 00 Hectares 21.70 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no. 2505 dated 23rd March, 2009. Annexed to the Sale Deed is a copy of the Order bearing no.Tenancy/Sale Permission/SR 924/2008 (Agriculture) dated 28th July, 2008 whereby the Sub-Divisional Officer, Parvel has granted its permission to the Mhatre Family to sell the captioned land to Minal Kunj Behari Gupta for the purpose of agriculture only and on the terms mentioned therein. Also annexed to the Sale Deed is an Irrevocable Power of Attorney dated 10th April, 2008 authenticated before the Sub-Registrar, Uran and recorded at Serial no.404 of 2008, executed by the Mhatre Family in favour of Brijbhushan Shivshankar Gupta, enabling the attorney to undertake the acts, deeds and things mentioned therein.
20. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar

- Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
21. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
 22. By and under a indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel – 4, at Serial no.1006 of 2016 read with Supplement to indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel – 4, at Serial no.1007 of 2016, Minal Kunj Behari Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta inter alia the captioned land admeasuring 00 Hectares 21.70 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2874 dated March 10, 2016. The Supplement to indenture of Conveyance inter alia records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2864 dated 21st February, 2016, however, on account of correction therein, Mutation Entry no.2874 was prepared and the said Mutation Entry no.2864 was cancelled.
 23. Village Form VIII/XI for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.70 Hissa no.1 admeasuring 00 Hectares 21.70 Ares.

- of the land bearing Survey no.70 Hissa no.2 vide Mutation Entry no.345 dated 2nd February, 1948.
5. Mutation Entry no.380 dated 10th December, 1950 does not pertain to the captioned land and the same should be deleted from the VII/XI extract of the captioned land.
 6. Mutation Entry no.407 dated September 7, 1953 records that Bama Chahu Mhatre, the protected tenant, expired in or around the year 1949. Pursuant thereto, the name of his son Atmaram Bama Mhatre, as the Karta of the joint family, was mutated on record of inter alia the land bearing Survey no.70 Hissa no.2.
 7. Mutation Entry no.426 dated January 31, 1955 records that Atmaram Bama Mhatre expired on September 30, 1954 and was survived by his wife Venibai Atmaram Mhatre. Accordingly, the name of his wife was mutated on record of inter alia the land bearing Survey no.70 Hissa no.2. The aforementioned fact is also recorded vide Mutation Entry no.427 dated April 1, 1955. In the absence of any explanation / documents, we have no comments to offer on as to why two mutation entries recording the same fact were made.
 8. Thereafter, pursuant to an Order bearing no.Tenancy/292 dated 8th March, 1961, passed under Section 32G of the Tenancy Act, it was held that Venibai Atmaram Mhatre, the owner of the land bearing Survey no.70 Hissa no.2 was a widow and therefore, the Tiler's Day was postponed with respect of fixation of purchase price under Section 32G of Tenancy Act in favour of the tenant Shankar Bama Mhatre. The aforementioned fact is recorded vide Mutation Entry no.659 dated 14th October, 1967. Since we have not been furnished with a copy of the aforementioned order, we have no comments to offer on the same and this Title Certificate is being submitted subject to the same.

Subsequently, no proceedings under Section 32G were conducted. It is pertinent to note that Atmaram Bama Mhatre had purchased the captioned land on 23rd April, 1947 i.e. prior to the Tiler's Day. There is a presumption that the land was purchased by Atmaram Bama Mhatre for his joint family. It appears that the entry regarding

24. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate, we are of the opinion that the Company is the owner of the land bearing Survey no.70 Hissa no.1 admeasuring 00 Hectares 21.70 Ares and the title of the Company to the captioned land is clear and marketable.

m. Survey no.70 Hissa no.2 admeasuring 00 Hectares 34.80 Ares:

1. We have been furnished with extracts of Village Form VIII/XI in respect of the captioned land for the period 1929-1930 to 1938-1939, 1964-1965 to 1975-1976; 1978-1979 to 1983-1984; 1996-1997 to 2007-2008 and 2015-2016. Upon perusal of the extract for the period 1929-1930 to 1938-1939, it is seen that the name of Danmal Namaji Marwadi is recorded as the holder thereof. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VIII/XI in respect of the captioned land for the period 1931 to 2016. Upon receiving the balance VIII/XI extracts, if required, we will update the Title Certificate accordingly.
 2. Mutation Entry no.137 dated 27th October 27, 1931 records that Ladmal Namaji Marwadi expired on 4th March, 1931. Pursuant thereto, the name of his brother Danmal Namaji Marwadi was mutated on records of inter alia the land bearing Survey no.70 Hissa no.2 as the Karta of the joint family.
 3. By and under a Sale Deed dated 27th March, 1947 registered with the office of the Sub-Registrar, Panvel, at Serial no.331 of 1947, Danmal Namaji Marwadi sold and transferred in favour of Atmaram Bama Mhatre inter alia the land bearing Survey no.70 Hissa no.2 for Rs.250/-, which fact has been recorded vide Mutation Entry no.300 dated 16th June, 1947. The said mutation entry is not reflected on the latest VIII/XI extract of the captioned land and the same will require to be updated.
 4. The name of Bama Chahu Mhatre was recorded as protected tenant
- postponement of the purchase under Mutation Entry no.659 is incorrect as on the Tiler's Day, the land was held by Atmaram Bama Mhatre for the joint family. As such, Atmaram Bama Mhatre became entitled to the captioned land as the owner thereof and the tenancy rights of Bama Mhatre came to an end upon such purchase by Atmaram Bama Mhatre. Further, the VII/XI extracts reflect the captioned land as Class 1 land.
9. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1956 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
 10. Mutation Entry no.764 dated 25th January, 1973 records that Venibai Atmaram Mhatre expired on 4th November, 1972 and was survived by her daughters (a) Kasubai Pandurang Patil, (b) Vasubai Trimbak Mhatre, (c) Dwarkabai Kalu Patil; and brothers in law (d) Mahadu Bama Mhatre, (e) Shankar Bama Mhatre, (f) Janu Bama Mhatre and (g) Kashinath Bama Mhatre. The said mutation entry records that all the daughters are married and the brothers in law are actually cultivating the lands mentioned therein. Therefore, the names of the brothers in law were mutated in respect of the lands being cultivated by them. Accordingly, the land bearing Survey no.70 Hissa no.2 was allotted to Shankar Bama Mhatre as per his actual physical possession and the partition was mutated on record.
 11. Mutation Entry no.906 dated 25th February, 1984 records that Shankar Bama Mhatre expired on 27th May, 1983 and was survived by his sons (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre; daughters (e) Anandi Krishna Patil, (f) Ramubai Kana Patil; and wife (g) Parvati Shankar Mhatre. Accordingly, the names of the heirs were mutated on record.
 12. Mutation Entry no.938 dated 17th October, 1986 records that Anandi Krishna Patil expired in the year 1986 and was survived by her sons

(a) Sanjeev Krishna Patil, (b) Gautam Krishna Patil, daughters (c) Gulab Krishna Patil, (d) Chandrabhaga Krishna Patil, (e) Ranjana Krishna Patil; and husband (f) Krishna Sitaram Patil. It is also recorded that (a) to (e) being minors, are represented by their father (f) above. Accordingly, the names were mutated on record.

13. Mutation Entry no.2124 dated 2nd August, 1999 records that Parvatibai Shankar Mhatre expired in or around the year 1991 and was survived by (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Sanjeev Krishna Patil, (f) Gautam Krishna Patil, (g) Gulab Krishna Patil, (h) Chandrabhaga Krishna Patil, (i) Ranjana Krishna Patil and Ramubai Kana Patil. Accordingly, the names of the heirs were mutated on record.
14. By and under an Irrevocable Power of Attorney dated 15th February, 2007 and authenticated by the Sub-Registrar, Panvel at Serial no.136 of 2007, (a) Dattu Shankar Mhatre, (b) Sanjeev Krishna Patil, (c) Chandrabhaga Krishna Patil and (d) Ranjana Krishna Patil granted powers in favour of Laxman Dattu Mhatre to enable him to undertake the acts, deeds and things mentioned therein inter alia in respect of the captioned land.
15. By and under an Irrevocable Power of Attorney dated 22nd March, 2007 and authenticated by the Sub-Registrar, Panvel at Serial no.226 of 2007, (a) Revan Shankar Mhatre, (b) Mohan Shankar Mhatre, (c) Ramubai Kana Patil, (d) Gautam Krishna Patil, (e) Gulab Krishna Patil and (f) Krishna Sitaram Patil granted powers in favour of Laxman Dattu Mhatre to enable him to undertake the acts, deeds and things mentioned therein inter alia in respect of the captioned land.
16. By and under an Irrevocable Power of Attorney dated 16th April, 2007, Charpat Shankar Mhatre granted powers in favour of Laxman Dattu Mhatre to enable him to undertake the acts, deeds and things mentioned therein inter alia in respect of the captioned land. The said Power of Attorney does not appear to have been registered.
17. By and under an Agreement for Sale dated April 18, 2007 registered

Akshata and as the attorney of (s) to (u) below, (s) Mosmi Mukund Mhatre; (t) Monica Mukund Mhatre and (u) Shweta Mukund Mhatre (all the above through their power of attorney holder Milind Jaysing Pawar), with the consent of Milind Jaysing Pawar, agreed to sell, assign and transfer their respective right, title and interest inter alia in respect of the captioned land in favour of Dynasty Developers, for the consideration and in the manner as stated therein. In furtherance to the aforementioned Deed of Assignment / Transfer, a Power of Attorney dated 8th June, 2007 registered with the Sub-Registrar, Panvel at Serial no.4677 of 2007 was also executed in favour of Dynasty Developers (through its partners Kishor Govind Pale and Prakash Harakchand Parakh) to enable Dynasty Developers to do certain acts, deeds and things mentioned therein inter alia in relation to the captioned land.

By and under a Release Deed dated 12th July, 2010 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.8512 of 2010, Dynasty Developers released in favour of (a) Brijbhushan Shivshankar Gupta, (c) Sangita Brijbhushan Gupta and (d) Minal Kunj Behari Gupta all their rights, claim and interest inter alia in respect of the captioned land in the manner and for the consideration mentioned therein.

20. By and under a Sale Deed dated 7th July, 2008 registered with the office of the Sub-Registrar, Uran at Serial no. 5238 of 2008, (a) Dattu Shankar Mhatre, (ii) Charpat Shankar Mhatre, (iii) Revan Shankar Mhatre, (iv) Mohan Shankar Mhatre, (v) Ramubai Kana Patil, (vi) Sanjeev Krishna Patil, (vii) Gautam Krishna Patil, (viii) Ranjana Krishna Patil, (ix) Gulab Krishna Patil, (x) Chandrabhaga Krishna Patil and (xi) Krishna Sitaram Patil, through their power of attorney holder Milind Jaysing Pawar and with the consent of Milind Jaysing Pawar, sold and transferred the captioned land admeasuring 60 Hectares 34.80 Ares in favour of Sangita Brijbhushan Gupta and Minal Kunj Behari Gupta, for the consideration and in the manner as stated therein, which fact has been recorded vide Mutation Entry no.2457 dated 10th July, 2008. Milind Jaysing Pawar who is a confirming party to this Sale Deed dated 7th July, 2008, confirmed the abovementioned transaction and also released all his rights and

with the office of the Sub-Registrar, Panvel - 1, at Serial no.3218 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil and (k) Krishna Sitaram Patil, through their constituted attorney Laxman Mhatre, agreed to sell and transfer in favour of Milind Jaysing Pawar inter alia the captioned land, for the consideration and in the manner as stated therein. In furtherance of the aforementioned Agreement, the vendors also executed in favour of Milind Jaysing Pawar, a Power of Attorney dated 7th May, 2007, registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.406 of 2007 to enable the attorney to undertake the acts, deeds and things mentioned therein inter alia in relation to the captioned land.

18. By and under an Irrevocable Power of Attorney dated 7th May, 2007, Laxman Dattu Mhatre, for self and as the power of attorney holder of (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gulab Krishna Patil (h) Gautam Krishna Patil (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil and (k) Krishna Sitaram Patil granted powers in favour of Milind Jaysing Pawar to enable him to undertake the acts, deeds and things mentioned therein inter alia in respect of the captioned land.
19. By and under a Deed of Assignment / Transfer dated 8th June, 2007 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.4676 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil (k) Krishna Sitaram Patil, (l) Laxman Dattu Mhatre (for self and as the attorney of (a) to (k) above); (m) Raghunath Kana Mhatre, (n) Padmakar Kana Mhatre, (o) Ananta Kana Mhatre, (p) Rohidas Changdev Mhatre, (q) Janardan Hari Mhatre (for self and as the attorney of (m) to (p) above), (r) Prabhat Mukund Mhatre (for herself and as the guardian of her daughter

interest created in his favour by the abovementioned Agreement for Sale dated 18th April, 2007 registered with the office of Sub-Registrar, Panvel at Serial no.3218 of 2007, in favour of the aforementioned purchasers. The Sale Deed records that the land was sold for financial necessity of the joint family.

21. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(BY/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
22. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(BY/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
23. By and under a Sale Deed dated August 10, 2015 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1002 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1003 of 2016, Sangita Brijbhushan Gupta and Minal Kunj Behari Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta inter alia the captioned land admeasuring 00 Hectares 34.80 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2873 dated March 10, 2016. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2863 dated 21st February, 2016, however, on account of correction therein, Mutation Entry no.2873 was prepared and the said Mutation Entry no.2863 was cancelled. It is pertinent to note that the said Mutation Entry no.2863 is not reflected on the VII/XII and the same should be updated to

reflect the said Mutation Entry no.2863.

24. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.70 Hissa no.2 admeasuring 00 Hectares 34.80 Ares.
25. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate, we are of the opinion that the Company is the owner of the land bearing Survey no.70 Hissa no.2 admeasuring 00 Hectares 34.80 Ares and the title of the Company to the captioned land is clear and marketable.

n. Survey no.71 Hissa no.2 admeasuring 00 Hectares 28 Ares:

- We have been furnished with the extracts of Village Form VII/XII in respect of the captioned land for the period 1929-1930 to 1938-1939; 1964-1965 to 1978-1979 and 2015-2016. Upon perusal of the VII/XII extract for the period 1929-1930 to 1938-1939, it is seen that the name of Sarabibi Javje Burhuddin Patil is reflected as the holder of the captioned land admeasuring 00 Acres 28 Gunthas. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the balance VII/XII extracts, if required, we will update the Title Certificate accordingly.
- Mutation Entry no.123 dated 25th December, 1930 records that Mohammed Sharif Mohammed Ibrahim Khamkar orally gifted inter alia the captioned land to Sarabibi Javje Burhuddin Amin Patil.
- Mutation Entry no.228 dated 25th April, 1940 does not pertain to the captioned land and the VII/XII should be updated to delete the same.
- On 23rd April, 1940 Sakharam Laxman Vange purchased inter alia the captioned land from Sarabibi Javje Burhuddin Patil for Rs.40/-, which fact has been recorded vide Mutation Entry no.229 dated 25th

Section 32G of Tenancy Act. The aforementioned fact is recorded vide Mutation Entry no.585 dated 18th January, 1962. Since we have not been furnished with a copy of the aforementioned order, we have no comments to offer on the same and this Title Certificate is being submitted subject to the same. It is pertinent to note that the name of Janki Sakharam Kalan is also mentioned as Janki Sakharam Vange at several places. The Company has informed us that they are the same person. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Panvel to furnish them with inter alia the copies of the documents pertaining to the Section 32G proceedings, order passed under Section 32G and certificate issued under Section 32M. Upon receiving the aforementioned documents, if required, we will update the Title Certificate accordingly.

- It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
- Mutation Entry no.908 dated 25th February, 1984 records that Shankar Bama Mhatre expired on 27th May, 1983 and was survived by his sons (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, daughters (e) Anandi Krishna Patil, (f) Ramubai Kana Patil, and wife (g) Parvati Shankar Mhatre. Accordingly, the names of the heirs were mutated on record.
- Mutation Entry no.938 dated 17th October, 1986 records that Anandi Krishna Patil expired in the year 1986 and was survived by her sons (a) Sanjeev Krishna Patil, (b) Gautam Krishna Patil, daughters (c) Gulab Krishna Patil, (d) Chandrabhaga Krishna Patil, (e) Ranjana Krishna Patil and husband (f) Krishna Sitaram Patil. It is also recorded that (a) to (e) being minors, are represented by their father (f) above. Accordingly, the names were mutated on record.

April, 1940. Since we have not been furnished with a copy of the aforementioned Sale Deed, we have relied upon the contents of the said mutation entry. It is pertinent to note that the Village Form VII/XII does not reflect the Mutation Entry no.229.

- The name of Bama Chahu Mhatre was recorded as protected tenant of the land bearing Survey no.71 Hissa no.2 vide Mutation Entry no.345 dated 2nd February, 1948.
- Mutation Entry no.357 dated 3rd April, 1948 records that Sakharam Laxman Vange expired on 19th June, 1947 and was survived by his wife Janki Sakharam Vange. Accordingly, the name of the heir was mutated on records of inter alia the captioned land.
- Mutation Entry no.407 dated 7th September, 1953 records that Bama Chahu Mhatre, the protected tenant, expired in or around the year 1949. Pursuant thereto, the name of his son Almaram Bama Mhatre, as the Karta of the joint family, was mutated on record of inter alia the land bearing Survey no.71 Hissa no.2.
- Mutation Entry no.427 dated 1st April, 1955 records that Almaram Bama Mhatre expired on September 30, 1954 and was survived by his wife Venibai Almaram Mhatre. Accordingly, the name of his wife was mutated on record of inter alia the land bearing Survey no.71 Hissa no.2.
- Mutation Entry no.484 dated 1st January, 1958 records that since Venibai Almaram Mhatre was not personally cultivating the captioned land, her name was deleted. The said mutation entry further records that Shankar Mhatre was cultivating the captioned land.
- Since Shankar Bama Mhatre was cultivating the captioned land, his name was recorded as simple tenant vide Mutation Entry no.485 dated 1st January, 1958.
- Thereafter, pursuant to an Order bearing no.Tenancy/1384 dated 26th December, 1961, passed under Section 32G of the Tenancy Act, it was held that Janki Sakharam Vange, the owner of the land bearing Survey no.71 Hissa no.2 was a widow and therefore, the Tiller's Day was postponed with respect of fixation of purchase price under
- Mutation Entry no.2124 dated 2nd August, 1999 records that Parvatibai Shankar Mhatre expired in or around the year 1991 and was survived by (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Sanjeev Krishna Patil, (f) Gautam Krishna Patil, (g) Gulab Krishna Patil, (h) Chandrabhaga Krishna Patil, (i) Ranjana Krishna Patil and (j) Ramubai Kana Patil. Accordingly, the names of the heirs were mutated on record.
- On perusal of Mutation Entry no.2364 dated 10th October, 2007, it is seen that an Order bearing no.Tenancy/SR/336/2007 has been passed by the Upper Tehsildar, Panvel under Section 32G of Tenancy Act. As per the said Order, the name of Janki Sakharam Vange, being owner, was mutated in the other rights column and names of (a) Dattu Shankar Mhatre (b) Charpat Shankar Mhatre (c) Mohan Shankar Mhatre (d) Ramubai Kana Patil (e) Sanjeev Krishna Patil (f) Revan Shankar Mhatre (g) Gautam Krishna Patil (h) Gulab Krishna Patil (i) Chandrabhaga Krishna Patil (j) Ranjana Krishna Patil and (k) Krishna Sakharam Patil, being tenant purchasers, were mutated in the holder's column of Village Form VII of inter alia the land bearing Survey no.71 Hissa no.2 and further, the charge of the purchase price was recorded in the other rights column. Since, we have not been furnished with the documents pertaining to the tenancy proceedings, we have no comments to offer on the same and as such we have relied upon the contents of the said mutation entry. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Panvel to furnish them with inter alia the copies of the documents pertaining to the Section 32G proceedings, order passed under Section 32G and certificate issued under Section 32M. Upon receiving the aforementioned documents, we will update the Title Certificate accordingly.
- Mutation Entry no.2429 dated 26th March, 2008 records that pursuant to the payment of the purchase price by Dattu Shankar Mhatre and others and on receipt of the certificate bearing no.Tenancy/32M dated 25th March, 2008 under Section 32M of the Tenancy Act, the charge of Janki Sakharam Vange was deleted from the records of

the captioned land.

18. By and under an Agreement for Sale dated 10th April, 2006 registered with the office of the Sub-Registrar, Parvel - 1, at Serial no.2982 of 2006, (a) Dattu Shankar Mhatre (b) Charpat Shankar Mhatre (c) Mohan Shankar Mhatre (d) Ramubai Karha Patil (e) Sarjeev Krishna Patil (f) Revan Shankar Mhatre (g) Gautam Krishna Patil (h) Gulab Krishna Patil (i) Chandrabhaga Krishna Patil (j) Ranjana Krishna Patil and (k) Krishna Sitaram Patil (the "Mhatre Family") agreed to sell and transfer *inter alia* the captioned land in favour of Minal Kunj Behari Gupta for the consideration and in the manner stated therein. The Agreement records that the lands were sold for legal and financial necessity of the family.
19. By and under a Sale Deed dated 23rd October, 2008 registered with the office of the Sub-Registrar, Uran at Serial no.7772 of 2008, the Mhatre Family, through their power of attorney holder Brijbhushan Shivshankar Gupta, sold and transferred in favour of Minal Kunj Behari Gupta *inter alia* the captioned land admeasuring 00 Hectares 28 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no. 2505 dated 23rd March, 2009. Annexed to the Sale Deed is a copy of the Order bearing no.Tenancy/Sale Permission/SR 924/2008 (Agriculture) dated 28th July, 2008 whereby the Sub-Divisional Officer, Parvel has granted its permission to the Mhatre Family to sell the captioned land to Minal Kunj Behari Gupta for the purpose of agriculture only and on the terms mentioned therein. Also annexed to the Sale Deed is an Irrevocable Power of Attorney dated 10th April, 2008 authenticated before the Sub-Registrar, Uran and recorded at Serial no.404 of 2008, executed by the Mhatre Family in favour of Brijbhushan Shivshankar Gupta, enabling the attorney to undertake the acts, deeds and things mentioned therein.
20. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for

non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.

21. Mutation Entry no.2786 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
22. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Parvel - 4, at Serial no 1006 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Parvel - 4, at Serial no.1007 of 2016, Minal Kunj Behari Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta *inter alia* the captioned land admeasuring 00 Hectares 28 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2674 dated March 10, 2016. The Supplement to Indenture of Conveyance *inter alia* records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2664 dated 21st February, 2016; however, on account of correction therein, Mutation Entry no.2674 was prepared and the said Mutation Entry no.2664 was cancelled.
23. Village Form VII(XI) for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.71 Hissa no.2 admeasuring 00 Hectares 28 Ares.
24. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in

the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate, we are of the opinion that the Company is the owner of the land bearing Survey no.71 Hissa no.2 admeasuring 00 Hectares 28 Ares and the title of the Company to the captioned land is clear and marketable.

o. Survey no.71 Hissa no.3 admeasuring 00 Hectares 22.80 Ares:

1. We have been furnished with the extracts of Village Form VII(XI) in respect of the captioned land for the period 1929-1930 to 1936-1939; 1964-1965 to 1977-1978; 1978-1979 to 1994-1995; 1996-1997 to 2007-2008 and 2015-2016. Upon perusal of the VII (XII) extract for the period 1929-1930 to 1936-1939, it is seen that the name of Danmal Namaji Marwadi is reflected as the holder of the captioned land. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Parvel to furnish them with the Village Form VII(XI) in respect of the captioned land for the period 1931 to 2016. Upon receiving the balance VII(XI) extracts, if required, we will update the Title Certificate accordingly.
2. Mutation Entry no.137 dated 27th October 27, 1931 records that Ladmal Namaji Marwadi expired on 4th March, 1931. Pursuant thereto, the name of his brother Danmal Namaji Marwadi was mutated on records of *inter alia* the land bearing Survey no.71 Hissa no.3 as the Karta of the joint family.
3. Mutation Entry no.302 dated 18th June, 1947 records that on 23rd April, 1947, Danmal Namaji Marwadi sold and transferred the captioned land in favour of Almaram Bama Mhatre. Since we have not been furnished with a copy of the sale deed referred to in the said mutation entry, we have relied upon the contents of the said mutation entry and this Title Certificate is being submitted subject to the same.
4. The name of Bama Chahu Mhatre was recorded as protected tenant of the land bearing Survey no.71 Hissa no.3 vide Mutation Entry no.345 dated 2nd February, 1948.
5. Mutation Entry no.407 dated September 7, 1953 records that Bama

Chahu Mhatre, the protected tenant, expired in or around the year 1949. Pursuant thereto, the name of his son Almaram Bama Mhatre, as the Karta of the joint family, was mutated on record of *inter alia* the land bearing Survey no.70 Hissa no.2.

6. Mutation Entry no.426 dated January 31, 1955 records that Almaram Bama Mhatre expired on September 30 1954 and was survived by his wife Venbai Almaram Mhatre. Accordingly, the name of his wife was mutated on record of *inter alia* the land bearing Survey no.71 Hissa no.3. The aforementioned fact is also recorded vide Mutation Entry no.427 dated April 1, 1955. In the absence of any explanation / documents, we have no comments to offer on as to why two mutation entries recording the same fact were made.
7. Thereafter, pursuant to an Order bearing no.Tenancy/292 dated 8th March, 1961, passed under Section 32G of the Tenancy Act, it was held that Venbai Almaram Mhatre, the owner of the land bearing Survey no.71 Hissa no.3 was a widow and therefore, the Tiler's Day was postponed with respect of fixation of purchase price under Section 32G of Tenancy Act in favour of the tenant Shankar Bama Mhatre. The aforementioned fact is recorded vide Mutation Entry no.659 dated 14th October, 1967. Since we have not been furnished with a copy of the aforementioned order, we have no comments to offer on the same and this Title Certificate is being submitted subject to the same. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Parvel to furnish them with *inter alia* the copies of the documents pertaining to the Section 32G proceedings, order passed under Section 32G and certificate issued under Section 32M. Upon receiving the aforementioned documents, we will update the Title Certificate accordingly.

Subsequently, no proceedings under Section 32G were conducted. It is pertinent to note that Almaram Bama Mhatre had purchased the captioned land on 23rd April, 1947 i.e. prior to the Tiler's Day. There is a presumption that the land was purchased by Almaram Bama Mhatre for his joint family. It appears that the entry regarding postponement of the purchase under Mutation Entry no.659 is

incorrect as on the Tiler's Day, the land was held by Almaram Bama Mhatre for the joint family. As such, Almaram Bama Mhatre became entitled to the captioned land as the owner thereof and the tenancy rights of Bama Mhatre came to an end upon such purchase by Almaram Bama Mhatre. Further, the VII, XII extracts reflect the captioned land as Class 1 land.

8. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
9. Mutation Entry no.764 dated 25th January, 1973 records that Venibai Almaram Mhatre expired on 4th November, 1972 and was survived by her daughters (a) Kasubai Pandurang Patil, (b) Vasubai Trimbak Mhatre, (c) Dwarkabai Kalu Patil; and brothers in law (d) Mahadu Bama Mhatre, (e) Shankar Bama Mhatre, (f) Janu Bama Mhatre and (g) Kashinath Bama Mhatre. The said mutation entry records that all the daughters are married and the brothers in law are actually cultivating the lands mentioned therein. Therefore, the names of the brothers in law were mutated in respect of the lands being cultivated by them. Accordingly, the land bearing Survey no.71 Hissa no.3 recorded to be admeasuring 00 Acres 23 Gunthas was allotted to Shankar Bama Mhatre as per his actual physical possession and the partition was mutated on record.
10. Mutation Entry no.908 dated 25th February, 1984 records that Shankar Bama Mhatre expired on 27th May, 1983 and was survived by his sons (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre; daughters (e) Anandi Krishna Patil, (f) Ramubai Kana Patil; and wife (g) Parvati Shankar Mhatre. Accordingly, the names of the heirs were mutated on record.
11. Mutation Entry no.938 dated 17th October, 1986 records that Anandi Krishna Patil expired in the year 1986 and was survived by her sons

(a) Sanjeev Krishna Patil, (b) Gautam Krishna Patil; daughters (c) Gulab Krishna Patil, (d) Chandrabhaga Krishna Patil, (e) Ranjana Krishna Patil; and husband (f) Krishna Sitaran Patil. It is also recorded that (a) to (e) being minors, are represented by their father (f) above. Accordingly, the names were mutated on record.

12. Mutation Entry no.2124 dated 2nd August, 1999 records that Parvati Shankar Mhatre expired in or around the year 1991 and was survived by (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Sanjeev Krishna Patil, (f) Gautam Krishna Patil, (g) Gulab Krishna Patil, (h) Chandrabhaga Krishna Patil, (i) Ranjana Krishna Patil and Ramubai Kana Patil. Accordingly, the names of the heirs were mutated on record. It is pertinent to note that the said mutation entry was certified after the sale of the captioned land by the aforesaid legal heirs of Parvati Shankar Mhatre to Narendra Ramsharan Bhalla as set out in Mutation Entry no.2122 here-in-below.
13. By and under a Sale Deed dated 21st January, 1999 registered with the office of the Sub-Registrar, Parvel, at Serial no.195 of 1999, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre (d) Mohan Shankar Mhatre (for self and as the power of attorney holder of ((a) to (c) and (e) and (f)), (e) Ramubai Kana Patil, (f) Krishna Sitaran Patil (for self and as the guardian (father) of (g) to (k)), (g) Sanjeev Krishna Patil, (h) Gautam Krishna Patil, (i) Gulab Krishna Patil, (j) Chandrabhaga Krishna Patil and (k) Ranjana Krishna Patil sold and transferred the captioned land in favour of Narendra Ramsharan Bhalla, for a consideration and in the manner as stated therein, which fact has also been recorded under Mutation Entry no.2122 dated August 2, 1999. The Sale Deed records that the land was sold for financial necessity of the family. We have however not been furnished with a copy of the Power of Attorney executed by Dattu Shankar Mhatre, Charpat Shankar Mhatre, Ramubai Kana Patil and Krishna Sitaran Patil in favour of Mohan Shankar Mhatre and this Title Certificate is being submitted subject to any challenge by the vendors to the said sale.
14. By and under a Sale Deed dated 28th April, 2008 registered with the

Sub-Registrar, Parvel - 1, at Serial no. 3394 of 2008, (a) Narendra Ramsharan Bhalla, (b) Nivutti Manuli Mhatre and (c) Maruti Dhaklu Mhatre sold and transferred the captioned land admeasuring 00 Hectares 22.80 Ares in favour of Brijbhushan Shivshankar Gupta, for the consideration and in the manner stated therein, which fact has been recorded under Mutation Entry no.2435 dated April 30, 2008. The aforementioned Sale Deed inter alia reflects that Narendra Ramsharan Bhalla had agreed to sell the captioned land in favour of Nivutti Manuli Mhatre and Maruti Dhaklu Mhatre and had received part consideration for the same. However, the transaction between them could not be completed and as such they have been made a party to the aforementioned Sale Deed.

15. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
16. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
17. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Parvel - 4, at Serial no.971 of 2016 read with Supplement to Indenture of Conveyance dated 30th January, 2016 registered with the office of the Sub-Registrar, Parvel - 4, at Serial no.972 of 2016, Brijbhushan Shivshankar Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta the captioned land admeasuring 00 Hectares 22.8 Ares, for the consideration and in the manner stated therein,

which fact has been recorded vide Mutation Entry no.2868 dated March 10, 2016. The Supplement to Indenture of Conveyance inter alia records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2858 dated 19th February, 2016, however, on account of correction therein, Mutation Entry no.2868 was prepared and the said Mutation Entry no.2858 was cancelled.

18. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.71 Hissa no.3 admeasuring 00 Hectares 22.80 Ares.
19. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate, we are of the opinion that the Company is the owner of the land bearing Survey no.71 Hissa no.3 admeasuring 00 Hectares 22.80 Ares and the title of the Company to the captioned land is clear and marketable.

p. Survey no.71 Hissa no.4 admeasuring 00 Hectares 10 Ares:

1. We have been furnished with Village Form VII/XII in respect of the captioned land for the period 1929-1930 to 1938-1939; 1964-1965 to 1978-1979; 1979-1979 to 1994-1995; 1995-1997 to 2007-2008 and 2015-2016. Upon perusal of the VII/XII extract for the period 1929-1930 to 1938-1939, it is seen that the name of Mohammed Hussain Imran Patil, being a minor represented by his mother Aminabibi Imran Ahmed Patil, is recorded as the holder of the captioned land. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Parvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the balance VII/XII extracts, if required, we will update

name was recorded as simple tenant vide Mutation Entry no.485 dated 1st January, 1958.

9. On perusal of Mutation Entry no.627 dated 6th January, 1967, it is seen that an Order bearing no.Tenancy/SR/1489/2007 has been passed by the Agricultural Land Tribunal and Upper Tehsildar, Parvel under Section 32G of Tenancy Act. As per the said Order, the name of Mohammed Hussain Ibrahim Patil being owner, was mutated in the other rights column and name of Shankar Bama Mhatre, being tenant purchaser, was mutated in the holder's column of Village Form VII of inter alia the land bearing Survey no.71 Hissa no.4 and further, the charge of the purchase price was recorded in the other rights column. Since, we have not been furnished with the documents pertaining to the tenancy proceedings, we have no comments to offer on the same and as such we have relied upon the contents of the said mutation entry. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Parvel to furnish them with inter alia the copies of the documents pertaining to the Section 32G proceedings, order passed under Section 32G and certificate issued under Section 32M. Upon receiving the aforementioned documents, we will update the Title Certificate accordingly.
10. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
11. Mutation Entry no.908 dated 25th February, 1984 records that Shankar Bama Mhatre expired on 27th May, 1983 and was survived by his sons (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, daughters (e) Anandi Krishna Patil, (f) Ramubai Kana Patil, and wife (g) Parvati Shankar Mhatre. Accordingly, the names of the heirs were mutated on record.

the Title Certificate accordingly.

2. Mutation Entry no.197 dated June 20, 1936 records that Imram Ahmed Patil expired on October 19, 1935 and was survived by his sons Mohammed Hussain, Mohammed Ismail, Abdul Hamid and Mohammed Sadiq Imran Patil and others (being minors, through their mother Aminabibi Imran Ahmed Patil).
3. The name of Bama Chahu Mhatre was recorded as protected tenant of the land bearing Survey no.71 Hissa no.4 vide Mutation Entry no.345 dated 2nd February, 1948.
4. Pursuant to Order no.5869/45 VII dated 17th May, 1950 passed under the provisions of the Fragmentation Act, the standard areas for the villages mentioned in the order were fixed. Accordingly, the captioned land, admeasuring less than the standard area, was declared to be a fragment vide Mutation Entry no.387 dated 15th June, 1951. Since we have not been furnished with a copy of the Order, we have relied upon the contents of the said mutation entry.
5. Mutation Entry no.407 dated 7th September, 1953 records that Bama Chahu Mhatre, the protected tenant, expired in or around the year 1949. Pursuant thereto, the name of his son Atmaram Bama Mhatre, as the Karla of the joint family, was mutated on record of inter alia the land bearing Survey no.71 Hissa no.4.
6. Mutation Entry no.427 dated 1st April, 1955 records that Atmaram Bama Mhatre expired on September 30, 1954 and was survived by his wife Venibai Atmaram Mhatre. Accordingly, the name of his wife was mutated on record of inter alia the land bearing Survey no.71 Hissa no.4. It is pertinent to note that the latest Village Form VII does not reflect the said mutation entry and the same should be updated to reflect Mutation Entry no.427.
7. Mutation Entry no.484 dated 1st January, 1958 records that since Venibai Atmaram Mhatre was not personally cultivating the captioned land, her name was deleted. The said mutation entry further records that Shankar Mhatre was cultivating the captioned land.
8. Since Shankar Bama Mhatre was cultivating the captioned land, his
12. Mutation Entry no.938 dated 17th October, 1986 records that Anandi Krishna Patil expired in the year 1986 and was survived by her sons (a) Sanjeev Krishna Patil, (b) Gautam Krishna Patil, daughters (c) Gulab Krishna Patil, (d) Chandrabhaga Krishna Patil, (e) Ranjana Krishna Patil, and husband (f) Krishna Sitaram Patil. It is also recorded that (a) to (e) being minors, are represented by their father (f) above. Accordingly, the names were mutated on record.
13. Mutation Entry no.2124 dated 2nd August, 1999 records that Parvati Shankar Mhatre expired in or around the year 1991 and was survived by (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Sanjeev Krishna Patil, (f) Gautam Krishna Patil, (g) Gulab Krishna Patil, (h) Chandrabhaga Krishna Patil, (i) Ranjana Krishna Patil and (j) Ramubai Kana Patil. Accordingly, the names of the heirs were mutated on record.
14. Pursuant to payment of purchase price by Shankar Bama Mhatre to Mohammed Hussain Ibrahim Patil and on receipt of the certificate bearing no.Tenancy/Ka/444/07 issued under Section 32M of the Tenancy Act, the charge of Mohammed Hussain Ibrahim Patil was deleted from the records of inter alia the captioned land vide Mutation Entry no.2363 dated 1st August, 2007.
15. By and under an Agreement for Sale dated April 18, 2007 registered with the office of the Sub-Registrar, Parvel - 1, at Serial no.3218 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil and (k) Krishna Sitaram Patil, through their constituted attorney Laxman Mhatre, agreed to sell and transfer in favour of M/s. Jaysing Pawar inter alia the captioned land, for the consideration and in the manner as stated therein. In furtherance of the aforementioned Agreement, the vendors also executed in favour of M/s. Jaysing Pawar, a Power of Attorney dated 7th May, 2007, registered with the office of the Sub-Registrar, Parvel - 1, at Serial no.406 of 2007 to enable the attorney to undertake the acts, deeds

and things mentioned therein *inter alia* in relation to the captioned land.

16. By and under a Deed of Assignment / Transfer dated 8th June, 2007 registered with the office of the Sub-Registrar, Panvel – 1, at Serial no.4676 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil (k) Krishna Sitaram Patil, (l) Laxman Dattu Mhatre (for sell and as the attorney of (a) to (k) above), (m) Raghunath Kana Mhatre, (n) Padmakar Kana Mhatre, (o) Ananta Kana Mhatre, (p) Rohidas Changdev Mhatre, (q) Janardan Hari Mhatre (for sell and as the attorney of (m) to (p) above), (r) Prabhat Mukund Mhatre (for herself and as the guardian of her daughter Akshata and as the attorney of (s) to (u) below), (s) Mosmi Mukund Mhatre; (t) Monica Mukund Mhatre and (u) Shweta Mukund Mhatre (all the above through their power of attorney holder Milind Jaysing Pawar), with the consent of Milind Jaysing Pawar, agreed to sell, assign and transfer their respective right, title and interest *inter alia* in respect of the captioned land in favour of Dynasty Developers, for the consideration and in the manner as stated therein. In furtherance to the aforementioned Deed of Assignment / Transfer, a Power of Attorney dated 8th June, 2007 registered with the Sub-Registrar, Panvel at Serial no.4677 of 2007 was also executed in favour of Dynasty Developers (through its partners Kishor Govind Pate and Prakash Harakchand Parakh) to enable Dynasty Developers to do certain acts, deeds and things mentioned therein *inter alia* in relation to the captioned land.
17. By and under a Sale Deed dated 7th July, 2008 registered with the office of the Sub-Registrar, Uran, at Serial no 5237 of 2008, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil and (k) Krishna Sitaram Patil (all through their power of attorney holder Milind Jaysing Pawar), with the confirmation of Milind Jaysing Pawar

sold and transferred *inter alia* the captioned land admeasuring 00 Hectares 10 Ares in favour of Brijbhushan Shivshankar Gupta, for the consideration and in the manner as stated therein, which fact has been recorded under Mutation Entry no.2458 of 10th July, 2008. Annexed to the Sale Deed is a copy of the Order bearing no Tenancy/Sale Permission/SR 811/2008 (Agriculture) dated 31st May, 2008 whereby the Sub-Divisional Officer, Panvel has granted its permission to the vendors to sell *inter alia* the captioned land to Brijbhushan Shivshankar Gupta for the purpose of agriculture only and on the terms mentioned therein. Also annexed to the Sale Deed are the following Irrevocable Powers of Attorney:

- i. Irrevocable Power of Attorney dated 15th February, 2007 authenticated before the Sub-Registrar, Panvel and recorded at Serial no.136 of 2007, executed by Dattu Shankar Mhatre, Sanjeev Krishna Patil, Chandrabhaga Krishna Patil and Ranjana Krishna Patil in favour of Laxman Dattu Mhatre, enabling the attorney to undertake the acts, deeds and things mentioned therein;
- ii. Irrevocable Power of Attorney dated 22nd March, 2007 authenticated by the Sub-Registrar, Panvel and noted at Serial no.226 of 2007, executed by (a) Revan Shankar Mhatre, (b) Mohan Shankar Mhatre, (c) Ramubai Kana Patil, (d) Gautam Krishna Patil, (e) Gulab Krishna Patil and (f) Krishna Sitaram Patil in favour of Laxman Dattu Mhatre to enable him to undertake the acts, deeds and things mentioned therein *inter alia* in respect of the captioned land;
- iii. Irrevocable Power of Attorney dated 16th April, 2007, executed by Charpat Shankar Mhatre in favour of Laxman Dattu Mhatre, enabling the attorney to undertake the acts, deeds and things mentioned therein *inter alia* in respect of the captioned land. The said Power of Attorney does not appear to have been registered;

18. By and under a Release Deed dated 12th July, 2010 registered with the office of the Sub-Registrar, Panvel – 1, at Serial no.8512 of 2010,

Dynasty Developers released in favour of (a) Brijbhushan Shivshankar Gupta, (c) Sangita Brijbhushan Gupta and (d) Minal Kuni Behari Gupta all their rights, claim and interest *inter alia* in respect of the captioned land in the manner and for the consideration mentioned therein. The said Release Deed *inter-alia* states that under the said Deed of Assignment dated 8th June, 2007, the said Milind Jaysing Pawar was to perform and fulfil certain obligations as mentioned therein. However, the said Milind Jaysing Pawar failed and neglected to perform the said obligations and orally informed the Dynasty Developers that Dattu Shankar Mhatre and 10 others had already sold the captioned land, which was in blatant breach of the Deed of Assignment dated 8th June, 2007. Further, the said Release Deed recites that the said Releasees therein including Brijbhushan Shivshankar Gupta were not informed of the subsistence of the Deed of Assignment dated 8th June, 2007 at the time of execution of the Sale Deed dated 7th July, 2008 by the vendors therein and therefore in view of the aforesaid facts and with a view to avoid disputes, the said Releasees therein agreed to release all their claims, rights, interest, charges, etc. in the captioned land under the Deed of Assignment dated 8th June, 2007 in favour of Brijbhushan Shivshankar Gupta.

19. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(BY/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
20. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(BY/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.

21. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel – 4, at Serial no.969 of 2016 read with Supplement to Indenture of Conveyance dated 30th January, 2016 registered with the office of the Sub-Registrar, Panvel – 4, at Serial no.970 of 2016, Brijbhushan Shivshankar Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta *inter alia* the captioned land admeasuring 00 Hectares 10 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2866 dated March 10, 2016. The Supplement to Indenture of Conveyance *inter alia* records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2856; however, on account of correction therein, Mutation Entry no.2866 was prepared.
22. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.71 Hissa no.4 admeasuring 00 Hectares 10 Ares. The other rights column reflects a remark of fragment. The Company has informed us that since it is the owner of the lands contiguous to the fragment, the restrictions under the Bombay Prevention of Fragmentation & Consolidation of Holdings Act, 1947 do not apply.
23. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate, we are of the opinion that the Company is the owner of the land bearing Survey no.71 Hissa no.4 admeasuring 00 Hectares 10 Ares and the title of the Company to the captioned land is clear and marketable.

9. Survey no.72 Hissa no. 1/A admeasuring 00 Hectares 52.90 Ares:

1. We have been furnished with the extracts of Village Form VII/XII in respect of the captioned land for the period 1964-1965 to 1976-1977; 1978-1979 to 1993-1994; 1996-1997 to 2007-2008 and 2015-2016. Upon perusal of the VII/XII extract for the period 1964-1965 to 1976-1977, it is seen that the name of Dharma Krishna Bhoir is reflected as the holder thereof. The other rights column reflects a charge of Isubmiya Alimiya Patil and charge of Vividh Vikas Karyakari Society, Rohinjan for Rs.700. The VII/XII also bears a stamp reflecting restricted tenure as per Section 43 of the Tenancy Act. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the balance VII/XII extracts, if required, we will update the Title Certificate accordingly.
2. By and under a Sale Deed dated 27th June, 1935 registered with the office of the Sub-Registrar, Panvel, at Serial no.930 of 1935, Hussainmiya Mohammed Ali Patil purchased from Ibrahim Ahmed Patil and Almiya Ahmed Patil inter alia the land bearing Survey no.72 Hissa no.1 for Rs.300/-, which fact has been recorded vide Mutation Entry no.188 dated 30th July, 1935.
3. By and under a Sale Deed dated 18th June, 1941 registered with the office of the Sub-Registrar, Panvel at Serial no.713 of 1941, Almiya Ahmed Patil purchased from Hussainmiya Mohammed Ali Patil the land bearing Survey no.72 Hissa no. 1 for Rs.300/-, which fact has been recorded vide Mutation Entry no.236 dated 15th July, 1941.
4. Mutation Entry no.281 dated 10th February, 1946 records that Almiya Ahmed Patil expired on 4th December, 1945 and was survived by Isubmiya Alimiya, Mehmoodmiya Alimiya, Amin Alimiya, Hajimiya Alimiya and Abdul Kadir Alimiya. Accordingly, the names of the heirs were mutated on records of inter alia the land bearing Survey no.72 Hissa no.1.
5. The name of Tukaram Shiva Patil was recorded as protected tenant vide Mutation Entry no.330 dated 2nd February, 1948. It is pertinent

receiving the aforementioned documents, we will update the Title Certificate accordingly.

10. Mutation Entry no.559 dated 25th April, 1961 does not pertain to the captioned land and the VII/XII should be updated to delete the same.
11. On perusal of Mutation Entry no.640 dated 7th January, 1967, it is seen that an Order bearing no. 5474 has been passed by the Agricultural Lands Tribunal and Upper Tehsildar, Panvel under Section 32G of Tenancy Act. As per the said Order, the names of Isubmiya Alimiya Patil and others, being owners, was mutated in the other rights column and name of Dharma Krishna Bhoir, being tenant purchaser, were mutated in the holder's column. A charge of Rs.1,180.15/- being the purchase price under the provisions of Tenancy Act, was recorded in the other rights column. It is pertinent to note that the available records do not reflect the manner in which the title devolved from Bajji Ragho Gaikwad in favour of Dharma Krishna Bhoir. However, in view of the proceedings under Section 32G of the Tenancy Act, all the concerned persons are presumed to have had notice of the said proceedings.
12. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
13. Mutation Entry no.789 dated 14th September, 1973 records charge of Vividh Vikas Karyakari Society Limited, Rohinjan in respect of loan of Rs.700/- availed of by Dharma Krishna Bhoir from the society. However, on repayment of the said loan by Sukarya Dharma Bhoir, the charge and name of the Society was deleted from other rights' column of Village Form no. VII of the subject land vide Mutation Entry no.2380 dated 1st October, 2007. The said mutation entry reflects the land as bearing Survey no.72 Hissa no.1A. However, we have not been furnished with any document evidencing the renumbering of the land bearing Survey no.72/1(part) to 72/1A and this Title Certificate

to note that the said mutation entry does not reflect the captioned land and as such the same does not appear to be related to the captioned land.

6. The name of Bajji Ragho Gaikwad was recorded as protected tenant of part of the land bearing Survey no.72 Hissa no.1 vide Mutation Entry no.348 dated 2nd February, 1948.
7. Mutation Entry no.451 dated 21st November, 1955 records that though the name of Jogi Kathod Mhatre was recorded as the protected tenant of the land bearing Survey no.72 Hissa no.1, he had not cultivated the land for two consecutive years and pursuant to Order bearing no.TNS/WS/357 dated 18th August, 1955, his name was deleted. Since we have not been furnished with the aforementioned order, we have relied upon the contents of the said mutation entry. Further, from the available records, there is no document recording of the name of Jogi Kathod Mhatre as the protected tenant.
8. Since Kanya Mahadya Gaikwad was cultivating a portion of the land bearing Survey no.72 Hissa no.1 (part), his name was mutated as simple tenant vide Mutation Entry no.496 dated 1st January, 1959.
9. Thereafter, pursuant to an Order bearing no.Tenancy/1287 dated 26th December, 1961, passed under Section 32G of the Tenancy Act, it was held that Bajji Ragho Gaikwad, the tenant of the land bearing Survey no.72 Hissa no.1 (part) was a widow and therefore, the Tiller's Day was postponed with respect of fixation of purchase price under Section 32G of Tenancy Act. The aforementioned fact is recorded vide Mutation Entry no.584 dated 18th January, 1962. The said mutation entry reflects the name of Isubmiya Alimiya and others as the owners of the land. Since we have not been furnished with a copy of the aforementioned order, we have relied upon the contents of the said mutation entry. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Panvel to furnish them with inter alia the copies of the documents pertaining to the Section 32G proceedings, order passed under Section 32G and certificate issued under Section 32M. Upon

is being submitted subject to the said handicap.

14. Mutation Entry no.1079 dated 15th June, 1991 records that Dharma Krishna Bhoir expired on 13th July, 1979 and was survived by (a) Sukarya Dharma Bhoir, (b) Baban Dharma Bhoir and (c) Budhibai Shripat Nighukar. Accordingly, the names of the heirs were mutated on record.
15. Mutation Entry no.2383 dated 1st October, 2007 records that Baban Dharma Bhoir expired on 9th September, 2007 and was survived by (a) Kailash Baban Bhoir, (b) Rajesh Baban Bhoir, (c) Balubai Baban Bhoir, (d) Manjula Sunil Patil, (e) Shobha Chandrakant Keni, (f) Priya Pradip Patil and (g) Sulochana Jaydas Kalekar. Accordingly, the names of the heirs were mutated on record.
16. By and under the without consideration Release Deed dated 23rd November, 2007 registered with the office of the Sub-Registrar, Panvel - 3, at Serial no.11370 of 2007, Budhibai Shripat Nighukar released her share in respect of the captioned land in favor of Sukarya Dharma Bhoir and accordingly the said fact was mutated on record as per the letter of Tehsildar Panvel under no. Hakkanon/Kat-4/A-Patrak/1439/07 dated 31st December, 2007 and accordingly, her name was deleted vide Mutation Entry no.2418 dated 10th January, 2008. Subsequently, Budhibai Shripat Nighukar and her family members also executed a Deed of Confirmation / Declaration dated 22nd December, 2011 registered with the office of Sub-Registrar, Panvel - 1, at Serial no.16219 of 2011, in the manner set out hereinafter.
17. Mutation Entry no.2421 dated 4th February, 2008 records that pursuant to the payment of purchase price by Dharma Krishna Patil to Isubmiya Alimiya, the charge of Isubmiya Alimiya on the captioned land was deleted. The Certificate dated 26th August, 2007, issued under Section 32M of the Tenancy Act is registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.7411 of 2007.
18. By and under the Agreement for Sale dated 15th April, 2008 registered with the Sub-Registrar Panvel - 1 at Serial no.3053 of 2008, (a) Sukarya Dharma Bhoir, (b) Kailash Baban Bhoir, (c) Rajesh

receiving the aforementioned documents, we will update the Title Certificate accordingly.

10. Mutation Entry no.559 dated 25th April, 1961 does not pertain to the captioned land and the VII/XII should be updated to delete the same.
11. On perusal of Mutation Entry no.640 dated 7th January, 1967, it is seen that an Order bearing no. 5474 has been passed by the Agricultural Lands Tribunal and Upper Tehsildar, Panvel under Section 32G of Tenancy Act. As per the said Order, the names of Isubmiya Alimiya Patil and others, being owners, was mutated in the other rights column and name of Dharma Krishna Bhoir, being tenant purchaser, were mutated in the holder's column. A charge of Rs.1,180.15/- being the purchase price under the provisions of Tenancy Act, was recorded in the other rights column. It is pertinent to note that the available records do not reflect the manner in which the title devolved from Bajji Ragho Gaikwad in favour of Dharma Krishna Bhoir. However, in view of the proceedings under Section 32G of the Tenancy Act, all the concerned persons are presumed to have had notice of the said proceedings.
12. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
13. Mutation Entry no.789 dated 14th September, 1973 records charge of Vividh Vikas Karyakari Society Limited, Rohinjan in respect of loan of Rs.700/- availed of by Dharma Krishna Bhoir from the society. However, on repayment of the said loan by Sukarya Dharma Bhoir, the charge and name of the Society was deleted from other rights' column of Village Form no. VII of the subject land vide Mutation Entry no.2380 dated 1st October, 2007. The said mutation entry reflects the land as bearing Survey no.72 Hissa no.1A. However, we have not been furnished with any document evidencing the renumbering of the land bearing Survey no.72/1(part) to 72/1A and this Title Certificate

is being submitted subject to the said handicap.

14. Mutation Entry no.1079 dated 15th June, 1991 records that Dharma Krishna Bhoir expired on 13th July, 1979 and was survived by (a) Sukarya Dharma Bhoir, (b) Baban Dharma Bhoir and (c) Budhibai Shripat Nighukar. Accordingly, the names of the heirs were mutated on record.
15. Mutation Entry no.2383 dated 1st October, 2007 records that Baban Dharma Bhoir expired on 9th September, 2007 and was survived by (a) Kailash Baban Bhoir, (b) Rajesh Baban Bhoir, (c) Balubai Baban Bhoir, (d) Manjula Sunil Patil, (e) Shobha Chandrakant Keni, (f) Priya Pradip Patil and (g) Sulochana Jaydas Kalekar. Accordingly, the names of the heirs were mutated on record.
16. By and under the without consideration Release Deed dated 23rd November, 2007 registered with the office of the Sub-Registrar, Panvel - 3, at Serial no.11370 of 2007, Budhibai Shripat Nighukar released her share in respect of the captioned land in favor of Sukarya Dharma Bhoir and accordingly the said fact was mutated on record as per the letter of Tehsildar Panvel under no. Hakkanon/Kat-4/A-Patrak/1439/07 dated 31st December, 2007 and accordingly, her name was deleted vide Mutation Entry no.2418 dated 10th January, 2008. Subsequently, Budhibai Shripat Nighukar and her family members also executed a Deed of Confirmation / Declaration dated 22nd December, 2011 registered with the office of Sub-Registrar, Panvel - 1, at Serial no.16219 of 2011, in the manner set out hereinafter.
17. Mutation Entry no.2421 dated 4th February, 2008 records that pursuant to the payment of purchase price by Dharma Krishna Patil to Isubmiya Alimiya, the charge of Isubmiya Alimiya on the captioned land was deleted. The Certificate dated 26th August, 2007, issued under Section 32M of the Tenancy Act is registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.7411 of 2007.
18. By and under the Agreement for Sale dated 15th April, 2008 registered with the Sub-Registrar Panvel - 1 at Serial no.3053 of 2008, (a) Sukarya Dharma Bhoir, (b) Kailash Baban Bhoir, (c) Rajesh

Baban Bhoir, (d) Balubai Baban Bhoir, (e) Manjula Sunil Patil, (f) Shobha Chandrakant Keni, (g) Priya Pradip Patil and (h) Sulochana Jaydas Kalekar (the "Bhoir Family") agreed to sell and transfer the captioned land in favour of Sangita Brijbhushan Gupta for the consideration and on the terms and conditions as mentioned therein. The Agreement records that the land was being sold for legal and financial necessity of the family.

19. By and under Sale Deed dated 23rd October, 2008 registered at the office of the Sub-Registrar, Uran at Serial no 7770 of 2008, the Bhoir Family, through their power of attorney holder Brijbhushan Shivshankar Gupta and Dattu Shankar Mhatre through their power of attorney holder Brijbhushan Shivshankar Gupta, sold and transferred in favour of Sangita Brijbhushan Gupta, the land bearing Survey no.72 Hissa no.1/A admeasuring 00 Hectares 52.90 Ares, for the consideration and on such terms and conditions as stated therein, which fact has been recorded vide Mutation Entry no.2504 dated 23rd March, 2009. The Sale Deed records that the lands were sold for legal and financial necessity of the joint family. The Sale Deed also records that the Bhoir Family had agreed to sell the captioned land to Dattu Shankar Mhatre and had received part consideration from him. However, the transaction could not be completed and under this Sale Deed, Dattu Shankar Mhatre has been paid part of the consideration for transferring his rights to the purchaser. Annexed to the Sale Deed is a copy of the Order bearing no. Tenancy/V.P./S.R. 911/2008 dated 28th July, 2008, whereby the Sub-Divisional Officer permitted Sukarya Dharma Bhoir and others to inter-*alia* sell the captioned land to Sangita Brijbhushan Gupta inter-*alia* for utilizing the same for agricultural purposes only and on such terms and conditions as stated therein. Also annexed to the Sale Deed is a copy of the Irrevocable Power of Attorney dated 15th April, 2008 and authenticated before the Sub-Registrar Parvel and noted at Serial no.406 of 2008, executed by the Bhoir Family and Dattu Shankar Mhatre in favour of nominee of Sangita Brijbhushan Gupta i.e. Brijbhushan Shivshankar Gupta, thereby enabling the attorney to undertake the acts, deeds and things mentioned therein.
20. Mutation Entry no.2661 dated 10th January, 2011 records that vide

presence of (a) Shivram Shripat Nighukar, (b) Lahu Shivram Nighukar, (c) Guranath Shivram Nighukar, (d) Mahesh Shivram Nighukar, (e) Mahendra Shivram Nighukar, (f) Sukarya Dharma Bhoir, (g) Kailas Baban Bhoir, (h) Rajesh Baban Bhoir, (i) Balubai Baban Bhoir, (j) Manjula Baban Bhoir alias Manjula Sunil Patil, (k) Shobha Baban Bhoir alias Shobha Chandrakant Keni, (l) Priya Baban Bhoir alias Priya Pradip Patil and (m) Sulochana Baban Bhoir alias Sulochana Jaydas Kalekar ((f) to (m) through their power of attorney holder Brijbhushan Shivshankar Gupta) inter-*alia* confirmed the Sale Deed dated 23rd October, 2008 and registered with the office of the Sub-Registrar, Uran, at Serial no.7770 of 2008. The said Deed of Confirmation / Declaration was executed even though Budhibai Shripat Nighukar had already released her rights in favour of Sukarya Dharma Bhoir.

23. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
24. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Parvel - 4, at Serial no.1000 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Parvel - 4, at Serial no.1001 of 2016, Sangita Brijbhushan Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta inter-*alia* the captioned land admeasuring 00 Hectares 52.90 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2870 dated March 10, 2016. The Supplement to Indenture of Conveyance inter-*alia* records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation

Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.

21. By and under a Deed of Family Declaration dated 5th March, 2011 registered with the office of the Sub-Registrar, Parvel - 1, at Serial no.3343 of 2011, (a) Sukarya Dharma Bhoir, (b) Kailash Baban Bhoir, (c) Rajesh Baban Bhoir, (d) Balubai Baban Bhoir, (e) Manjula Baban Bhoir, (f) Shobha Baban Bhoir, (g) Priya Baban Bhoir, (h) Sulochana Baban Bhoir, (i) Laxman Sukarya Bhoir, (j) Motiram Sukarya Bhoir, (k) Sugandha Kisan Madhavi, (l) Bhagabai Rama Bhoir, (m) Santosh Rama Bhoir, (n) Arjun Rama Bhoir, (o) Naku Rama Bhoir, (p) Aparna Prakash Yendarkar, (q) Kalpana Yashwant Patil, (r) Shonali Santosh Bhoir, (s) Sharvani Santosh Bhoir, (t) Nirmala Laxman Bhoir, (u) Pratibha Dhanaji Patil, (v) Suvarna Laxman Bhoir, (w) Jagruti Laxman Bhoir (being a minor, through her natural guardian (father) Laxman Bhoir), (x) Juhi Laxman Bhoir (being a minor, through her natural guardian (father) Laxman Bhoir), (y) Vaishali Motiram Bhoir, (z) Mayur Motiram Bhoir (being a minor, through his natural guardian (father) Motiram Bhoir), (aa) Roshni Motiram Bhoir, (bb) Neha Motiram Bhoir, (cc) Apurva Motiram Bhoir ((z) to (cc) being minors, through her natural guardian (father) Motiram Bhoir), (dd) Darshana Kailash Bhoir, (ee) Harshal Kailash Bhoir, (ff) Deep Kailash Bhoir ((ee) and (ff) being minors, through their natural guardian (father) Kailash Bhoir), (gg) Manisha Rajesh Bhoir and (hh) Amanat Rajesh Bhoir (being a minor, through his natural guardian (father) Rajesh Bhoir) inter-*alia* gave declarations in respect of the title and also confirmed that they have sold the captioned land to Sangita Brijbhushan Gupta vide Sale Deed dated 23rd October, 2008 registered with the office of the Sub-Registrar, Uran at Serial no.7770 of 2008.

22. By and Under a Deed of Confirmation/ Declaration dated 22nd December, 2011 registered with the office of Sub-Registrar, Parvel - 1, at Serial no.16219 of 2011, Budhibai Shripat Nighukar, in the

entry records that the aforementioned transaction was recorded vide Mutation Entry no.2860 dated 19th February, 2016; however, on account of correction therein, Mutation Entry no.2870 was prepared and the said Mutation Entry no.2860 was cancelled.

25. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
26. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.72 Hissa no.1/A admeasuring 00 Hectares 52.90 Ares.
27. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate, we are of the opinion that the Company is the owner of the land bearing Survey no.72 Hissa no.1A admeasuring 00 Hectares 52.90 Ares and the title of the Company to the captioned land is clear and marketable.

f. Survey no.72 Hissa no. 1/B admeasuring 00 Hectares 51 Ares:

1. We have been furnished with the extracts of Village Form VII/XII in respect of the captioned land for the period 1964-1965 to 1978-1979 and 2015-2016. Upon perusal of the VII/XII extract for the period 1964-1965 to 1978-1979, it is seen that the name of Kajiya Mahadu Gaikwad is reflected as the holder thereof. The other rights column reflects a charge of Isubmiya Alimiya Patil and others for Rs 521/- . The VII/XII also bears a stamp reflecting restricted tenure as per Section 43 of the Tenancy Act. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Parvel to furnish them with the Village Form VII/XII in respect of the captioned

land for the period 1931 to 2016. Upon receiving the aforementioned VII/XII, we will update the Title Certificate accordingly.

2. On perusal of Mutation Entry no.579 dated 7th January, 1967, it is seen that an Order bearing no- 817 has been passed by the Agricultural Lands Tribunal and Upper Tehsildar, Panvel under Section 32G of Tenancy Act. As per the said Order, the names of Isubmiya Alimiya Patil and others, being owners, was mutated in the other rights column and name of Kanya Mahadu Gaikar, being tenant purchaser, were mutated in the holder's column. A charge of Rs.521/- being the purchase price under the provisions of Tenancy Act, was recorded in the other rights column. Since, we have not been furnished with the documents pertaining to the tenancy proceedings, we have no comments to offer on the same and as such we have relied upon the contents of the said mutation entry. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Panvel to furnish them with inter alia the copies of the documents pertaining to the Section 32G proceedings, order passed under Section 32G and certificate issued under Section 32M. Upon receiving the aforementioned documents, we will update the Title Certificate accordingly.
3. It is recorded vide Mutation Entry no 697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
4. Mutation Entry no. 2045 dated 27th December, 1993 records that Kanya Mahadu Gaikar expired on 18th August, 1993 and was survived by (a) Govind Kanya Gaikar, (b) Babibai Krishna Mhatre, (c) Prabhakar Kanya Gaikar and (d) Draupadi Ganesh Koparkar. Accordingly, the names of the heirs were mutated on record.
5. Mutation Entry no.2362 dated 21st July, 2007 records that pursuant to the payment of purchase price by Kanya Mahadu Gaikar to Isubmiya Alimiya and others, the charge of Isubmiya Alimiya and

i.e. Brijhushan Shivshankar Gupta, thereby enabling the attorney to undertake the acts, deeds and things mentioned therein.

8. Mutation Entry no 2661 dated 10th January, 2011 records that vide Order bearing no Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned and) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
9. Upon perusal of an extract of Mutation Entry no.2668 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the VII/XII extract should be updated to delete the same entry.
10. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
11. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1006 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1007 of 2016, Minal Kunj Behari Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijhushan Shivshankar Gupta inter alia the captioned land admeasuring 00 Hectares 51 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2874 dated March 10, 2016. The Supplement to Indenture of Conveyance inter alia records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire

others on the captioned land was deleted.

6. By and under an Agreement for Sale dated 13th April, 2009 registered with the office of the Sub-Registrar, Panvel - 2, at Serial no.1880 of 2009, (a) Govind Kanya Gaikar, (b) Prabhakar Kanya Gaikar, (c) Babibai Krishna Mhatre and (d) Draupadi Ganesh Koparkar, (e) Babibai Govind Gaikar, (f) Rohini Govind Gaikar, (g) Rohit Govind Gaikar, (h) Rina Govind Gaikar, (i) Ashwini Govind Gaikar (being a minor, represented by her natural guardian and father Govind Kanya Gaikar), (j) Babita Prabhakar Gaikar, (k) Mangesh Prabhakar Gaikar, (l) Sonali Prabhakar Gaikar (being a minor, represented by her natural guardian and father Prabhakar Kanya Gaikar), (m) Pranali Prabhakar Gaikar (being a minor, represented by her natural guardian and father Prabhakar Kanya Gaikar) (the "Gaikar Family"), agreed to sell and transfer in favour of Minal Kunj Behari Gupta the captioned land admeasuring 00 Hectares 51 Ares, for the consideration and on such terms and conditions as stated therein. The Agreement records that the land was being sold for financial necessity of the family.
7. By and under Sale Deed dated 3rd October, 2009 registered with the office of the Sub-Registrar, Panvel - 2, at Serial no.6179 of 2009, the Gaikar Family, sold and transferred in favour of Minal Kunj Behari Gupta, the land bearing Survey no.72 Hissa no.1/B admeasuring 00 Hectares 51 Ares, for the consideration and on such terms and conditions as stated therein, which fact has been recorded vide Mutation Entry no.2536 dated 7th October, 2009. The Sale Deed records that the lands were sold for financial necessity of the family. Annexed to the Sale Deed is a copy of the Order bearing no-Tenancy/V.P./S.R.413/2009 dated 27th September, 2009, whereby the Sub-Divisional Officer permitted Govind Kanya Gaikar and others to inter alia sell the captioned land to Minal Kunj Behari Gupta inter alia for utilizing the same for agricultural purposes only and on such terms and conditions as stated therein. Also annexed to the Sale Deed is a copy of the Irrevocable Power of Attorney dated 15th April, 2008 and authenticated before the Sub-Registrar Panvel and noted at Serial no.408 of 2008, executed by the Bhor Family and Dattu Shankar Mhatre in favour of nominee of Sangita Brijhushan Gupta

consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2864 dated 21st February, 2016, however, on account of correction therein, Mutation Entry no.2874 was prepared and the said Mutation Entry no.2864 was cancelled.

12. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijhushan Shivshankar Gupta as the holder of the land bearing Survey no.72 Hissa no.1/B admeasuring 00 Hectares 51 Ares.
 13. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate, we are of the opinion that the Company is the owner of the land bearing Survey no.72 Hissa no.1B admeasuring 00 Hectares 51 Ares and the title of the Company to the captioned land is clear and marketable.
- s. Survey no.72 Hissa no.3 admeasuring 00 Hectares 46.30 Ares:**
1. We have been furnished with the extracts of Village Form VII/XII in respect of the captioned land for the period 1929-1930 to 1936-1939; 1964-1965 to 1994-1995, 1996-1997 to 2007-2008 and 2015-2016. Upon perusal of the VII/XII extract for the period 1929-1930 to 1936-1939, it is seen that the name of Dadumiya Dabji Khankar is reflected as the holder thereof. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the balance VII/XII extracts, if required, we will update the Title Certificate accordingly.
 2. The name of Dehu Dharma Mhatre was recorded as the protected tenant in respect of the captioned land vide Mutation Entry no. 332 dated 2nd February, 1948.
 3. By and under a Sale Deed dated 22nd March, 1948 registered with the office of the Sub-Registrar, Panvel, at Serial no.193 of 1948,

Kalya Mahadu Mhatre purchased from (a) Hassanmiya Gulam Khamkar and (b) Dadumiya Dabji Khamkar Patil, the captioned land for Rs.250/-, which fact has been recorded vide Mutation Entry no.360 dated 12th July, 1948. From the available records, it is not clear as to how Hassanmiya Gulam Khamkar became entitled to the captioned land.

4. Since Dehu Dharma Mhatre was not physically cultivating the captioned land for two consecutive years, his name was deleted from the other rights column of the Village Form VII vide Mutation Entry no. 452 dated 21st November, 1955.
5. Mutation Entry no. 599 dated 26th March, 1965 records that Kalya Mahadu Mhatre expired in around the year 1957 and was survived by (a) Dhakalu Kalu Mhatre, (b) Ladku Kalu Mhatre and (c) Urdrya Kalu Mhatre. The name of Dhaklu Kalu Mhatre, as the Karta of the family, was mutated on records of inter alia the captioned land.
6. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
7. By and under a Sale Deed dated 17th September, 1975 registered with the office of the Sub-Registrar, Panvel, at Serial no.297 of 1975, Mukund Janu Mhatre purchased from (a) Dhakiya Kalu Mhatre and (b) Maruti Dhakiya Mhatre, the captioned land for Rs.7,000/-, which fact has been recorded vide Mutation Entry no.830 dated 13th October, 1975. The said Sale Deed records that the land was sold for financial necessity of the vendors. It appears that the vendors may have sold the captioned land in his capacity as the Karta of the joint family.
8. Mutation Entry no.2112 dated 3rd September, 1998 records that Mukund Janu Mhatre expired on 1st December, 1997 and was survived by (a) Prabhat Mukund Mhatre, (b) Mosami Mukund Mhatre, (c) Monica Mukund Mhatre, (d) Shweta Mukund Mhatre and (e)

11. By and under a Sale Deed dated 9th July, 2008 registered with the office of the Sub-Registrar, Uran, at Serial no.5286 of 2008, (a) Prabhat Mukund Mhatre, (b) Mosami Mukund Mhatre, (c) Monica Mukund Mhatre, (d) Shweta Mukund Mhatre, (e) Akshata Mukund Mhatre (being a minor, represented by her guardian mother Prabhat Mukund Mhatre), all through their power of attorney holder Milind Jaysing Pawar and with the consent of Milind Jaysing Pawar, sold and transferred in favour of Sangita Brijbhushan Gupta and Minal Kunj Behari Gupta inter alia the captioned land admeasuring 00 Hectares 46.3 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2454 dated 10th July, 2008. The Sale Deed records that Milind Jaysing Pawar relinquished and released in favour of the purchasers, all his rights, title and interest created in his favour under the Agreement for Sale dated 17th May, 2007 in respect of the captioned land. Annexed to the Sale Deed are the following Irrevocable Powers of Attorney:

- i. Irrevocable Power of Attorney dated 17th May, 2007 authenticated before the Sub-Registrar, Panvel and noted at Serial no.401 of 2007 and executed by Prabhat Mukund Mhatre and (a) Mosami Mukund Mhatre, (b) Monica Mukund Mhatre, (c) Shweta Mukund Mhatre and (d) Akshata Mukund Mhatre (being a minor, represented by her guardian mother Prabhat Mukund Mhatre) in favour of Prabhat Mukund Mhatre thereby enabling the attorney to undertake the acts, deeds and things mentioned therein;
- ii. Irrevocable Power of Attorney dated 17th May, 2007 authenticated before the Sub-Registrar, Panvel and noted at Serial no.402 of 2007 and executed by Prabhat Mukund Mhatre (for self and as the power of attorney holder of Mosami Mukund Mhatre, Monica Mukund Mhatre, Shweta Mukund Mhatre and Akshata Mukund Mhatre) in favour of Milind Jaysing Pawar thereby enabling the attorney to undertake the acts, deeds and things mentioned therein.

12. By and under a Deed of Confirmation/ Declaration dated 28th November, 2008 registered with the office of Sub-Registrar, Uran at

Akshata Mukund Mhatre. Accordingly, the names of the heirs were mutated on record.

9. By and under an Agreement for Sale dated 17th May, 2007 and registered with the Sub-Registrar, Panvel at Serial no.4038 of 2007, (a) Prabhat Mukund Mhatre, (b) Mosami Mukund Mhatre, (c) Monica Mukund Mhatre, (d) Shweta Mukund Mhatre and (e) Akshata Mukund Mhatre, agreed to sell and transfer inter alia the captioned land in favour of Milind Jaysing Pawar for the consideration and in the manner stated therein.
10. By and under a Deed of Assignment / Transfer dated 8th June, 2007 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.4676 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramabai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil (k) Krishna Sitaram Patil, (l) Lakman Dattu Mhatre (for self and as the attorney of (a) to (k) above), (m) Raghunath Kana Mhatre, (n) Padmakar Kana Mhatre, (o) Ananta Kana Mhatre, (p) Rohidas Changdev Mhatre, (q) Janardan Hari Mhatre (for self and as the attorney of (m) to (p) above), (r) Prabhat Mukund Mhatre (for herself and as the guardian of her daughter Akshata and as the attorney of (s) to (u) below), (s) Mosmi Mukund Mhatre; (t) Monica Mukund Mhatre and (u) Shweta Mukund Mhatre (all the above through their power of attorney holder Milind Jaysing Pawar), with the consent of Milind Jaysing Pawar, agreed to sell, assign and transfer their respective right, title and interest inter alia in respect of the captioned land in favour of Dynasty Developers, for the consideration and in the manner as stated therein. In furtherance to the aforementioned Deed of Assignment / Transfer, a Power of Attorney dated 8th June, 2007 registered with the Sub-Registrar, Panvel at Serial no.4677 of 2007 was also executed in favour of Dynasty Developers (through its partners Kishor Gound Pate and Prakash Harakchand Parakh) to enable Dynasty Developers to do certain acts, deeds and things mentioned therein inter alia in relation to the captioned land.

Serial no.8366 of 2008, (a) Prabhat Mukund Mhatre (for herself and as the natural guardian of Akshata Mukund Mhatre), (b) Mosami Mukund Mhatre, (c) Monica Mukund Mhatre, (d) Shweta Mukund Mhatre inter alia declared that the captioned land was jointly owned and possessed by them and that they have sold the captioned land to Sangita Brijbhushan Gupta and Minal Kunj Behari Gupta under a Sale Deed dated 9th July, 2008 registered with the office of the Sub-Registrar, Uran at Serial no.5286 of 2008.

13. By and under a Deed of Declaration dated 28th November, 2008 registered with the office of Sub-Registrar, Uran at Serial no.8367 of 2008 (a) Prabhat Mukund Mhatre (for self and as natural guardian of Akshata Mukund Mhatre), (b) Mosami Mukund Mhatre, (c) Monica Mukund Mhatre, (d) Shweta Mukund Mhatre, inter alia gave declarations in relation to their title to the captioned land and also stated that in the event any permission/s are required for confirming the transfer of the minors share in the captioned land in favour of Sangita Brijbhushan Gupta and Minal Kunj Behari Gupta under a Sale Deed dated 9th July, 2008 registered with the office of the Sub-Registrar, Uran at Serial no.5286 of 2008, they shall obtain the same at their own costs.
14. By and under a Release Deed dated 12th July, 2010 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.8512 of 2010, Dynasty Developers released in favour of (a) Brijbhushan Shivshankar Gupta, (c) Sangita Brijbhushan Gupta and (d) Minal Kunj Behari Gupta all their rights, claim and interest inter alia in respect of the captioned land in the manner and for the consideration mentioned therein.
15. By and under a Deed of Ratification dated 21st March, 2014 registered with the office of Sub-Registrar, Panvel - 4 at Serial no.3424 of 2014, Akshata Mukund Mhatre confirmed and ratified the (a) Agreement for Sale dated 17th May, 2007 registered with the office of the Sub-Registrar, Panvel at Serial no.4038 of 2007 and (b) Sale Deed dated 9th July, 2008 registered with the office of the Sub-Registrar, Uran at Serial no.5286 of 2008.

16. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
17. Upon perusal of an extract of Mutation Entry no.2668 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the VII/XII extract should be updated to delete the same.
18. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
19. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1002 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1003 of 2016, Sangita Brijbhushan Gupta and Minal Kunj Behari Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta *inter alia* the captioned land admeasuring 00 Hectares 46.30 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2873 dated March 10, 2016. The Supplement to Indenture of Conveyance *inter alia* records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2863 dated 21st February, 2016;

- by his son Hussain Miya Abdul Razzak. Accordingly, the name of the heir was mutated on record.
4. Mutation Entry no.304 dated August 9, 1947 records that pursuant to the documents registered at Serial nos.271 of 1935 and 112 of 1936 and the Order dated May 17, 1940 passed by the Collector, the land bearing Survey no.76 Hissa no.1 admeasuring 17 Acres 21 Gunthas was partitioned whereby Aishabibi Rahim Patil became entitled to 31/192 share and Aminabibi Javje Ahmed Miya Patil became entitled to 61/192 share out of the captioned land. We have not been furnished with the aforementioned documents and as such we have relied upon the contents of the said mutation entry. Further, it is not clear as to how the captioned land devolved upon Aishabibi and Aminabibi from Hussain Miya Abdul Razzak. However, in view of proceedings under Section 32G subsequently, the risk, if any, stands mitigated. Further, the Company has informed us that no claims / objections have been received from the aforementioned persons / their legal heirs.
 5. The name of Krishna Aaba Turkekar was recorded as protected tenant vide Mutation Entry no.317 dated 2nd February, 1948.
 6. On perusal of Mutation Entry no. 550 dated 24th April, 1961, it is seen that an Order bearing no. 266 / 267 dated 25th March, 1961 has been passed by the Additional Mamlatdar, Panvel under Section 32G of Tenancy Act. As per the said Order, the name of Aminabibi Javje Ahmed Miya Patil, being owner, was mutated in the other rights column and name of Krishna Aaba Mhatre, being tenant purchaser, were mutated in the holder's column. The subject land was recorded to be governed by 'restricted tenure' and a charge of Rs.588/- being the purchase price under the provisions of Tenancy Act, was recorded in the other rights column. Since, we have not been furnished with the documents pertaining to the tenancy proceedings, we have no comments to offer on the same and as such we have relied upon the contents of the said mutation entry. Further, it is not clear whether Krishna Aaba Turkekar and Krishna Aaba Mhatre are one and the same person. However, in view of the aforementioned proceedings, the risk, if any, is mitigated. Further, we have also been

- however, on account of correction therein, Mutation Entry no.2873 was prepared and the said Mutation Entry no.2863 was cancelled.
20. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.72 Hissa no.3 admeasuring 00 Hectares 46.30 Ares.
 21. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate (including the obligation of the Company to handover / transfer the area mentioned therein to MMRDA / concerned authority), we are of the opinion that the Company is the owner of the land bearing Survey no.72 Hissa no.3 admeasuring 00 Hectares 46.30 Ares and the title of the Company to the captioned land is clear and marketable.

I. Survey no.76 Hissa no. 1 admeasuring 00 Hectares 52.90 Ares:

1. We have been furnished with the extracts of Village Form VII/XII in respect of the captioned land for the period 1929-1930 to 1938-1939; 1978-1979 to 1994-1995; 1996-1997 to 2010-2010 and 2015-2016. Upon perusal of the VII/XII extract for the period 1929-1930 to 1938-1939, it is seen that the names of Abdul Razzak Rahim Patil and Mohammed Ismail Patil are reflected as the holders thereof. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the aforementioned VII/XII, we will update the Title Certificate accordingly.
 2. Upon perusal of an extract of Mutation Entry no.196 dated 30th July, 1935, it is seen that the same does not pertain to the captioned land and the VII/XII will have to be updated to delete the same.
 3. Mutation Entry no.294 dated 2nd April, 1947 records that Abdul Razzak Rahim expired in or around the year 1946 and was survived
- furnished with certificate issued under Section 32M of the Tenancy Act, which is detailed hereinafter. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Panvel to furnish them with *inter alia* the copies of the documents pertaining to the Section 32G proceedings and the order passed under Section 32G of the Tenancy Act. Upon receiving the aforementioned documents, we will update the Title Certificate accordingly.
7. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
 8. Mutation Entry no.775 dated 10th September, 1973 does not reflect the captioned land and the VII/XII extract should be updated to delete the same.
 9. Mutation Entry no.779 dated 13th September, 1973 records charge of Vividh Vikas Karyakan Society, Rohinjan in respect of loan of Rs.5,000/- availed of by Bendu Krishna Mhatre from the society. However, on repayment of the said loan by Kabaram Sitaram Mhatre, the charge and name of the Society was deleted from other rights' column of Village Form no. VII of the subject land vide Mutation Entry no.2378 dated 1st October, 2007. It is pertinent to note that the VII/XII extract for the period 2015-2016 does not reflect Mutation Entry no.779 and as such the VII/XII will have to be updated to reflect the same.
 10. Upon perusal of an extract of Mutation Entry no.860 dated 15th December, 1979, it is seen that the same does not pertain to the captioned land and the VII/XII extract will have to be updated to deleted the same.
 11. Mutation Entry no.869 dated 15th October, 1980 records that Krishna Aaba Mhatre expired in or around the year 1975-1976 and was survived by his sons (i) Sitaram Krishna Mhatre, (ii) Bendu Krishna

Mhatre, (iii) Parshuram Krishna Mhatre, (iv) Shaik Krishna Mhatre, daughters (v) Jijabai Barku Gharat (vi) Shevantibai Shaik Kadu. Accordingly, the names of the legal heirs were mutated on record.

12. Mutation Entry no.1284 dated 18th September, 1991 records that Ber... Krishna Mhatre expired in or around the year 1989 and was survived by his sons (i) Lahu Bendu Mhatre (ii) Dattu Bendu Mhatre (iii) Ganu Bendu Mhatre (iv) Tukaram Bendu Mhatre (v) Kushendra Bendu Mhatre; daughters (vi) Tulsabai Arjun Patil (vii) Nirabai Bendu Mhatre (viii) Mahadubai Bendu Mhatre; daughter in law (ix) Savitra Shivram Mhatre; grand daughter (x) Rupa Shivram Mhatre being a minor and represented through her mother being Savitra Shivram Mhatre. Accordingly, the names of the legal heirs were mutated on record.
13. Mutation Entry no.2065 dated 25th November, 1995 records that Parshuram Krishna Mhatre expired in or around 1985 and was survived by his sons (i) Santosh Parshuram Mhatre (ii) Haridas Parshuram Mhatre; grandchildren being heirs of predeceased on Manik Parshuram Mhatre viz. (iii) Sagar Manik Mhatre, (iv) Sarita Manik Mhatre, (v) Vinanti Manik Mhatre. (vi) Malka Manik Mhatre ((iii) to (v) being minors, through their guardian mother Malka Manik Mhatre), and daughters (vii) Gangubai Rajaram Khadekar, (viii) Mainabai Baburam Patil, (ix) Rakhmabai Janardan Mhatre, (x) Ganibai Baburao Gondhali. Accordingly, the names of the legal heirs were mutated on record.
14. Mutation Entry no.2073 dated 25th November, 1995 records that Sitaram Krishna Mhatre expired on 24th October, 1984 and was survived by his sons (i) Kaluram Sitaram Mhatre (ii) Harishchandra Sitaram Mhatre (iii) Ankush Sitaram Mhatre; daughters (iv) Venubai Ladku Madhavi (v) Girjabai Barku Mhatre (vi) Durgabai Ashok Gadge (vii) Chandrabhaga Sudam Dare; and wife (viii) Chindubai Sitaram Mhatre. Accordingly, the names of the heirs were mutated on record.
15. Mutation Entry no.2696 dated 16th May, 2011 records that Shevantibai Shaik Kadu expired on 29th February, 2000 and was survived by (i) Gajanan Shaik Kadu (ii) Suresh Shaik Kadu (iii)

Prakash Shaik Kadu (iv) Asha Baban Bhagat (v) Sakubai Shripad Mokashi (vi) Sunita Chandrakant Thakur and (vii) Sangita Mahendra Patil. Accordingly, the names of the heirs were mutated on record.

16. Mutation Entry no.2697 dated 26th May, 2011 records that pursuant to the payment of purchase price by Kushendra Bendu Mhatre and 16 others to Aminabibi Ahmed Miya and on receipt of certificate bearing no.32M/Rohinjan/1490/2011 dated 26th May, 2011 issued under Section 32M of the Tenancy Act, the charge of Aminabibi Ahmed Miya on the captioned land was deleted.
17. Shaik Krishna Mhatre expired on 4th August, 2009 and was survived by his sons (a) Mukund Shaik Mhatre, (b) Govind Shaik Mhatre; daughters (c) Laxman Shaik Mhatre, (d) Manisha Shrikant Patil, (e) Yashoda Laxman Patil, (f) Jana Manik Patil; and wife (g) Godabai Shaik Mhatre. Accordingly, the names of the heirs were mutated on record vide Mutation Entry no.2528 dated 25th September, 2009.
18. By and under an Agreement for Sale dated 8th June, 2011 registered at the office of the Sub-Registrar, Parvel at Serial no.7678 of 2011 (1) Jijabai Barku Gharat, (2) Gajanan Shaik Kadu, (3) Suresh Shaik Kadu, (4) Prakash Shaik Kadu, (5) Asha Baban Bhagat, (6) Sakubai Shripad Mokashi alias Shaila Shripad Mokashi, (7) Sunita Chandrakant Thakur, (8) Sangita Mahendra Patil, (9) Lahu Bendu Mhatre, (10) Dattu Bendu Mhatre (for self and as the guardian father of Jeevan and Rani), (11) Tukaram Bendu Mhatre (for self and as the guardian father of Kalu Tukaram Mhatre), (12) Ganu Bendu Mhatre (for self and as the guardian father of Suvarna), (13) Kushendra Bendu Mhatre (for self and as the guardian father of Ribka, Satyam and Manasvi), (14) Mahadubai Bendu Mhatre, (15) Savitra Shivram Mhatre, (16) Rupa alias Rupali Shivram Mhatre, (17) Tulsabai Bendu Mhatre alias Tulsabai Arjun Patil, (18) Nirabai Bendu Mhatre alias Nirabai Kaluram Sonawane, (19) Haridas Parshuram Mhatre (for self and as the guardian father of Jyoti, Guddi (Swati) and Sahil), (20) Santosh Parshuram Mhatre, (21) Sagar Manik Mhatre, (22) Sarita Manik Mhatre alias Santa Krishna Bhor (23) Malka Manik Mhatre (for self and as the guardian mother of Vinanti Manik Mhatre), (24) Gangubai Parshuram Mhatre alias Gangubai Baburao Patil, (25)

Mainabai Parshuram Mhatre alias Mainabai Baburao Patil, (26) Rakhmabai Parshuram Mhatre alias Rakhmabai Janardan Mhatre, (27) Ganibai Parshuram Mhatre alias Ganibai Baburao Gondhali alias Sharda Baburao Gondhali, (28) Kaluram Sitaram Mhatre, (29) Harishchandra Sitaram Mhatre, (30) Ankush Sitaram Mhatre (for self and as the guardian father of Vishal, Alul and Aadesh), (31) Venubai Sitaram Mhatre alias Venubai Ladku Madhavi, (32) Girjabai Sitaram Mhatre alias Girjabai Barku Mhatre, (33) Durgabai Sitaram Mhatre alias Durgabai Ashok Gadge, (34) Chandrabhaga Sitaram Mhatre alias Chandrabhaga Sudam Dare, (35) Chindubai Sitaram Mhatre, (36) Mukund Shaik Mhatre (for self and as the guardian father of Prachi Mhatre), (37) Govind Shaik Mhatre (for self and as the guardian father of Ashmita Mhatre), (38) Manisha Shaik Mhatre alias Manisha Shrikant Patil, (39) Yashoda Sitaram Mhatre alias Yashoda Laxman Patil, (40) Laxman Shaik Mhatre (for self and as the guardian father of Baby Mhatre, Tanvi Mhatre and Tanu Mhatre), (41) Jana Shaik Mhatre alias Jana Manik Patil, (42) Godabai Shaik Mhatre, (43) Nagubai Dattu Mhatre (44) Jyoti Dattu Mhatre (45) Jitendra (Jeetu) Dattu Mhatre (46) Krishnabai Lahu Mhatre (47) Vijay Lahu Mhatre (48) Savita Vijay Mhatre (49) Rekha Lahu Mhatre alias Rekha Jaydas Ambekar (50) Sandhya Lahu Mhatre alias Sandhya Rajesh Bhor (51) Sharmila Lahu Mhatre alias Sharmila Prabhudas Bhor (52) Gangaram Lahu Mhatre (for self and as the guardian father of Suraj Gangaram Mhatre and Sujil Gangaram Mhatre), (53) Rupali Gangaram Mhatre (54) Draupadi Tukaram Mhatre, (55) Pranali Tukaram Mhatre (being a minor, represented by her father Tukaram Bendu Mhatre), (56) Ranjana Krushindra Mhatre, (57) Nanda Ganu Mhatre, (58) Roshan Ganu Mhatre (being a minor, represented by his father Ganu Bendu Mhatre), (59) Muktabai Harishchandra Mhatre, (60) Shekhar Harishchandra Mhatre, (61) Kiran Harishchandra Mhatre, (62) Vidyabai Ankush Mhatre, (63) Bhagubai Kaluram Mhatre, (64) Sulochana Kaluram Mhatre alias Sulochana Madhu Alimkar, (65) Janardan Kaluram Mhatre (for self and as the guardian father of Raj Janardan Mhatre and Niyati Janardan Mhatre), (66) Nilam Janardan Mhatre, (67) Gurunath Kaluram Mhatre, (68) Jagruti Gurunath Mhatre, (69) Machindra Kaluram Mhatre (70) Komal Machindra Mhatre, (71) Hirabai Kaluram Mhatre alias Hirabai

Arjun Patil, (72) Vasudha Kaluram Mhatre alias Vasudha Uttam Morwekar, (73) Jaya Santosh Mhatre, (74) Hirabai Haridas Mhatre (75) Reshma Haridas Mhatre alias Reshma Kiran Bhoir, (76) Shobha Govind Mhatre (77) Akshay Govind Mhatre (being a minor represented by his guardian father Govind Shalik Mhatre), (78) Babybai Mukund Mhatre (79) Sachin Mukund Mhatre (80) Manjula Mukund Mhatre alias Manjula Motiram Jagale, (81) Pinki Mukund Mhatre (82) Manisha Mukund Mhatre alias Manisha Sandeep Bhoir and (83) Rupali Laxman Mhatre (hereinafter collectively referred to as the "Mhatre Family") agreed to sell and transferred *inter alia* the captioned land in favour of Minal Kunj Behari Gupta, for the consideration and on such terms and conditions as stated therein. In furtherance of the aforementioned Agreement, the Mhatre Family also executed a Power of Attorney dated 8th June, 2011 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.580 of 2011 in favour of Brijbhushan Shivshankar Gupta, being the nominee of Minal Kunj Behari Gupta, enabling Brijbhushan Shivshankar Gupta to undertake the acts, deeds and things mentioned therein.

19. By and under Sale Deed dated 25th July, 2011 registered at the office of the Sub-Registrar, Panvel at Serial no. 9798 of 2011, the Mhatre Family sold and transferred in favour of Minal Kunj Behari Gupta, the land bearing Survey no.76 Hissa no.1 admeasuring 00 Hectares 52.90 Ares, for the consideration and on such terms and conditions as stated therein, which fact has been recorded vide Mutation Entry no.2708 dated 1st August, 2011. The Sale Deed records that the lands were sold for legal and financial necessity of the joint family. Annexed to the Sale Deed is a copy of the Order bearing no. Tenancy/V.P./S.R.779/2011 dated 23rd July, 2011, whereby the Sub-Divisional Officer permitted Lahu Bendu Mhatre and 43 others to *inter-alia* sell the captioned land to Mrs. Minal Kunj Behari Gupta *inter alia* for utilizing the same for agricultural purposes only and on such terms and conditions as stated therein.
20. By and under a Declaration dated 8th June, 2011 registered with the office of the Sub-Registrar, Panvel at Serial no.9797 of 2011, the Mhatre Family *inter alia* declared that they have by and under an Agreement for Sale dated 8th June, 2011 registered at Serial no.7678

entry records that the aforementioned transaction was recorded vide Mutation Entry no.2864 dated 21st February, 2016; however, on account of correction therein, Mutation Entry no.2874 was prepared and the said Mutation Entry no.2864 was cancelled.

24. Village Form VIIIXII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.76 Hissa no.1 admeasuring 00 Hectares 52.90 Ares.
25. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate, we are of the opinion that the Company is the owner of the land bearing Survey no.76 Hissa no.1 admeasuring 00 Hectares 52.90 Ares and the title of the Company to the captioned land is clear and marketable.

u. **Survey no.76 Hissa no.2/1 admeasuring 00 Hectares 51.30 Ares:**

1. We have been furnished with the extracts of Village Form VIIIXII in respect of the land bearing Survey no.76 Hissa no.2 for the period 1964-1965 to 1979-1980; the captioned land for the period 1978-1979 to 2007-2008 and 2015-2016. Upon perusal of the VIIIXII extract for the period 1964-1965 to 1979-1980, it is seen that the name of Vitthu Keshu Rupekar is reflected as the holder thereof. The other rights column reflects the charge of Mohammed Abdulla Kamruddin Patil. The VIIIXII also bears a stamp reflecting restricted tenure as per Section 43 of the Tenancy Act. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VIIIXII in respect of the captioned land for the period 1931 to 2016. Upon receiving the aforementioned VIIIXII, we will update the Title Certificate accordingly.
2. By and under a Sale Deed dated 30th July, 1926, Abdulla Latif Salim Patil sold and transferred in favour of Mohammed Abdulla Kamaruddin Patil *inter alia* the land bearing Survey no.76 Hissa no.2,

of 2011, agreed to sell and transfer the captioned land in favour of Minal Gupta and that they have received the consideration agreed under the aforesaid Agreement for Sale and that they have no right, title and interest in the captioned land.

21. By and under a Deed of Ratification dated 9th April, 2014 registered with the office of the Sub-Registrar, Panvel - 4 at Serial no. 4023 of 2014, Vinanti Manik Mhatre confirmed and ratified the (i) Agreement for Sale dated 8th June, 2011 registered with the office of the Sub-Registrar, Panvel at Serial no.7678 of 2011; and (ii) Sale Deed dated 25th July, 2011 registered with the office of the Sub-Registrar, Panvel at Serial no.9798 of 2011. Vinanti Manik Mhatre also declared that the above mentioned Agreement for Sale dated 8th June, 2011 and Sale Deed dated 25th July, 2011 are valid, binding and subsisting.
22. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR.89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
23. By and under an Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1006 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1007 of 2016, Minal Kunj Behari Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta *inter alia* the captioned land admeasuring 00 Hectares 52.90 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2874 dated March 10, 2016. The Supplement to Indenture of Conveyance *inter alia* records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation

for Rs.200/-, which fact has been recorded vide Mutation Entry no.175 dated 22nd August, 1934.

3. The name of Zipyra Amrya Gaiikwad was recorded as a protected tenant of *inter alia* the land bearing Survey no.76 Hissa no.2 vide Mutation Entry no.329 dated 2nd February, 1948.
4. Upon perusal of Mutation Entry no.388 dated 16th June, 1951, it appears that Mohammed Abdulla Kamruddin Patil had filed Tenancy Case no.139 of 1949 against Zipyra Amrya Gaiikwad before the Mamlatdar Court and pursuant to the Order dated 9th May, 1950 passed by the Mamlatdar Court, possession of *inter alia* the land bearing Survey no.76 Hissa no.2 was handed over to Mohammed Abdulla Kamruddin Patil on 17th April, 1950. Since we have not been furnished with the proceedings referred to above, we have no comments to offer on the same and as such we have relied upon the contents of the said mutation entry.
5. Since Vinyu Keshu Rupekar was actually cultivating *inter alia* the land bearing Survey no.76 Hissa no.2, his name was recorded as simple tenant vide Mutation Entry no.515 dated 1st January, 1958.
6. On perusal of Mutation Entry no.561 dated 27th April, 1961, it is seen that an Order bearing no. 290, 291 has been passed by the Agricultural Land Tribunal and Upper Tehsildar, Panvel under Section 32G of Tenancy Act. As per the said Order, the name of Mohammed Abdulla Kamruddin Patil, being owner, was mutated in the other rights column and name of Vitthu Keshu Rupekar, being tenant purchaser, were mutated in the holder's column of Village Form VII of *inter alia* the land bearing Survey no.76 Hissa no.2. A charge of Rs.1,385/- being the purchase price under the provisions of Tenancy Act, was recorded in the other rights column. Since, we have not been furnished with the documents pertaining to the tenancy proceedings, we have no comments to offer on the same and as such we have relied upon the contents of the said mutation entry. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Panvel to furnish them with *inter alia* the copies of the

documents pertaining to the Section 32G proceedings, order passed under Section 32G and certificate issued under Section 32M. Upon receiving the aforementioned documents, we will update the Title Certificate accordingly.

7. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
8. Mutation Entry no. 940 dated 5th December, 1986 records that Vithu Keshu Rupekar expired on 21st October, 1986 and was survived by (a) Gopinath Vithu Rupekar (b) Shripat Vithu Rupekar (c) Trimbak Vithu Rupekar (d) Anandi Kisan Mhatre, (e) Parvati Vithu Rupekar and (f) Dharmubai Vithu Rupekar. Accordingly, the names of the heirs were mutated on records of inter alia the land bearing Survey no.76 Hissa no.2.
9. Upon perusal of Mutation Entry no.941 dated 5th December, 1986, it is seen that pursuant to an application made by Anandi Kisan Mhatre and Parvati Vithu Rupekar for deletion of their names recorded as the holders of inter alia the captioned land, their names were deleted.
10. Mutation Entry no.942 dated 5th December, 1986 records that pursuant to an oral partition between (a) Gopinath Vithu Rupekar (b) Shripat Vithu Rupekar (c) Trimbak Vithu Rupekar (d) Dharmubai Vithu Rupekar, the land bearing Survey no.76 Hissa no.2 was subdivided and the land renumbered as Survey no.76 Hissa no.2/1 admeasuring 00 Hectares 48.30 Ares came to the share of Shripat Vithu Rupekar.
11. Thereafter, pursuant to the payment of the purchase price by Vithu Keshu Rupekar to Abdul Rashid Mohammed Abdulla Patil and others and on receipt of the certificate under Section 32M of the Tenancy Act, the charge of the erstwhile owner was deleted from the other rights column. The aforesaid is recorded vide Mutation Entry no. 1011 dated 28th March, 1990. This Title Certificate will be updated.

parties in the said Deed of Confirmation also stated that the Agreement for Sale dated 10th June, 1990 executed between the parties could not be registered within a prescribed time frame and hence the parties have executed and registered this Deed of Confirmation. Annexed to the Deed is the power of attorney dated 13th March 1990 authenticated before the Taluka Executive Magistrate and executed by Shripat Vithu Rupekar in favour of Narendra Ramasharan Bhalia.

15. Thereafter, by and under a Declaration dated 6th February, 2009 registered with the office of the Sub-Registrar, Panvel at Serial no. 646 of 2009, (a) Shripat Vithu Rupekar, (b) Janabai Shripat Rupekar, (c) Ankush Shripat Rupekar (for self and as the guardian and father of Aakash and Vikas Rupekar), (d) Ranjana Ankush Rupekar, (e) Keshav Shripat Rupekar (for self and as the guardian and father of Tamana and Riddhi), (f) Nanda Keshav Rupekar, (g) Kasturi Shripat Rupekar, (h) Pramod Shripat Rupekar, (i) Vasanti Shripat Rupekar inter-alia declared that the captioned land has been sold to Minal Gupta vide Sale Deed dated 24th October, 2008 registered at Serial no. 7815 of 2008 and the said Sale Deed is recognized by them and the same shall be valid and binding on them and the entire consideration for the sale of the captioned land has been received by Shripat Vithu Rupekar and the same has been distributed amongst Janabai Shripat Rupekar and others.
16. Thereafter, by and under an Order dated 29th July, 2009 bearing Case no.Tenancy/Sale Permission/SR 200/2008 (Agriculture) the Sub-Divisional Officer, Panvel granted its permission to Shripat Vithu Rupekar to sell the captioned land to Kamal Ramsharan Bhalia.
17. Later, by and under an Application dated 19th September, 2009 made by Minal Kunj Behari Gupta to the Sub-Divisional Officer, Panvel, Minal Kunj Behari Gupta brought to the notice of office of the Sub-Divisional Officer, Panvel that a sale permission under Section 43 of the Tenancy Act was accorded to Shripat Vithu Rupekar to sell the captioned land to her and accordingly, the captioned land was sold by Shripat Vithu Rupekar to her vide a registered Sale Deed dated 24th October, 2008. Thus, Minal Kunj Behari Gupta requested the

if required, upon receipt of the aforementioned certificate under Section 32M of the Tenancy Act.

12. By and under an Agreement for Sale dated 25th July, 2008 registered with the office of the Sub-Registrar, Panvel at Serial no.5739 of 2008, Shripat Vithu Rupekar agreed to sell and transfer in favour of Minal Kunj Behari Gupta the captioned land admeasuring 00 Hectares 51.30 Ares for the consideration and in the manner stated therein. The Agreement records that the land was sold for financial necessity of the joint family.
13. By and under a Sale Deed dated 24th October, 2008 registered with the office of the Sub-Registrar, Uran at Serial no.7815 of 2008, Shripat Vithu Rupekar, through his power of attorney holder Kunj Behari Shivshankar Gupta sold and transferred in favour of Minal Kunj Behari Gupta the captioned land admeasuring 00 Hectares 51.30 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2506 dated 23rd March, 2009. The Sale Deed records that the land was sold for financial necessity of the family. Annexed to the Sale Deed is a copy of the Order bearing no.Tenancy/Sale Permission/SR 1268/2008 (Agriculture) dated 24th September, 2008 whereby the Sub-Divisional Officer, Panvel has granted its permission to Shripat Vithu Rupekar to sell the captioned land to Minal Kunj Behari Gupta for the purpose of agriculture only and on the terms mentioned therein. Also annexed to the Sale Deed is an Irrevocable Power of Attorney dated 25th July, 2008 authenticated before the Sub-Registrar, Panvel - 2 and recorded at Serial no.180 of 2005, executed by Shripat Vithu Rupekar in favour of Kunj Behari Shivshankar Gupta, enabling the attorney to undertake the acts, deeds and things mentioned therein.
14. By and under a Deed of Confirmation dated 2nd February, 2009 registered with the office of the Sub-Registrar, Panvel under Serial no.640 of 2009, Shripat Vithu Rupekar, through his constituted attorney Narendra Ramasharan Bhalia and Kamal Ramsharan Bhalia confirmed an unregistered Agreement for Sale dated 10th June, 1990 executed between them ("Bhalia Agreement") and stated that the same is valid and subsisting between the parties. The

Sub-Divisional Officer, Panvel to cancel the permission for sale granted to Shripat Vithu Rupekar to sell the captioned land to Kamal Ramsharan Bhalia vide its Order dated 29th July, 2009. Acting on the above mentioned Application dated 15th September, 2009 made by Minal Kunj Behari Gupta, the Sub-Divisional Officer, Panvel, by an order under its Order dated 18th September, 2009 bearing Case no.Tenancy/Sale Permission/SR 200/2008 (Agriculture) 2485 cancelled the Order dated 29th July, 2009 wherein permission was granted to Shripat Vithu Rupekar to sell the captioned land to Kamal Ramsharan Bhalia.

18. We have been informed by our client that no legal proceedings of any nature whatsoever has been initiated by any of the parties to the Bhalia Agreement including Kamal Ramsharan Bhalia for enforcing the rights under the Bhalia Agreement against Minal Kunj Behari Gupta and/or Shripat Vithu Rupekar in respect of the captioned land or any right, title and interests relating thereto.

Since, the Order dated 29th July, 2009 under which the permission was granted in respect of the sale of the captioned land in favour of Kamal Ramsharan Bhalia was rejected by an Order dated 18th September, 2009 passed by the Deputy Divisional Officer as mentioned above, the performance under the Bhalia Agreement has been refused to Kamal Ramsharan Bhalia on 18th September, 2009 and since, no legal proceedings in terms of suit for specific performance has been initiated by Kamal Ramsharan Bhalia, we are of the view that the claim for the specific performance to enforce the right of Kamal Ramsharan Bhalia to purchase the captioned land under the Bhalia Agreement appears to have been barred by law of limitation which is three years from the date of refusal by the seller to perform obligations under the agreement for sale.

19. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(BYSR 56/2010) dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the

terms and conditions mentioned in the said order.

20. Upon perusal of an extract of Mutation Entry no.2668 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the VII/XII extract should be updated to delete the same.
21. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
22. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1004 of 2015 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1005 of 2016, Minal Kunj Behari Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta the captioned land admeasuring 00 Hectares 51.30 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2872 dated March 10, 2016. The Supplement to indenture of Conveyance inter alia records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2862 dated 21st February, 2016; however, on account of correction therein, Mutation Entry no.2872 was prepared and the said Mutation Entry no.2862 was cancelled.
23. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.76

Trimbak Vitlu Rupekar agreed to sell and transfer in favour of Minal Kunj Behari Gupta the captioned land for the consideration and in the manner stated therein.

4. By and under a Sale Deed dated 24th October, 2008 registered with the office of the Sub-Registrar, Uran at Serial no.7817 of 2008, Trimbak Vitlu Rupekar, through his power of attorney holder Kunj Behari Shivshankar Gupta, sold and transferred in favour of Minal Kunj Behari Gupta, the captioned land admeasuring 00 Hectares 48 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no. 2509 dated 23rd March, 2009. The Sale Deed records that the land was sold for financial necessity of the family. Annexed to the Sale Deed is a copy of the Order bearing no.Tenancy/Sale Permission/SR 1270/2008 (Agriculture) dated 24th September, 2008 whereby the Sub-Divisional Officer, Panvel has granted its permission to Trimbak Vitlu Rupekar to sell the captioned land to Minal Kunj Behari Gupta for the purpose of agriculture only and on the terms mentioned therein. Also annexed to the Sale Deed is an Irrevocable Power of Attorney dated 25th July, 2008 authenticated before the Sub-Registrar, Panvel - 2 and recorded at Serial no.179 of 2005, executed by Trimbak Vitlu Rupekar in favour of Kunj Behari Shivshankar Gupta, enabling the attorney to undertake the acts, deeds and things mentioned therein.
5. By and under a Declaration dated 6th February, 2009 registered with the office of the Sub-Registrar, Panvel - 2, at Serial no.644 of 2009, (a) Trimbak Vitlu Rupekar, for self and as the power of attorney holder of (b) Krishnabai Trimbak Rupekar, (c) Deepak Trimbak Rupekar, (d) Bhumika Deepak Rupekar (being a minor, through her guardian (father) Deepak Rupekar), (e) Sangita Deepak Rupekar, (f) Kanchan Trimbak Rupekar, (g) Ranjeet Trimbak Rupekar, (h) Jyotsna Trimbak Rupekar, (i) Akshay Trimbak Rupekar (g) to (i) through their guardian (father) Trimbak Rupekar, (j) Rani Trimbak Rupekar and (k) Dharmabai Vitlu Rupekar inter alia gave declaration in relation to the title of the captioned land and further confirmed the sale of the captioned land by Trimbak Vitlu Rupekar in favour of Minal Kunj Behari Gupta vide the aforementioned Sale Deed dated 24th October, 2008.

Hissa no.2/1 admeasuring 00 Hectares 51.30 Ares.

24. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate (including the obligation of the Company to handover / transfer the area mentioned therein to MMRDA / concerned authority), we are of the opinion that the Company is the owner of the land bearing Survey no.76 Hissa no.2/1 admeasuring 00 Hectares 51.30 Ares and the title of the Company to the captioned land is clear and marketable.

v. Survey no.76 Hissa no.2/2 admeasuring 00 Hectares 48 Ares:

1. We have been furnished with the extracts of Village Form VII/XII in respect of the land bearing Survey no.76 Hissa no.2 for the period 1964-1965 to 1979-1980; the captioned land for the period 1996-1997 to 2007-2008, 2008-2009, 2010-2011 and 2015-2016. Upon perusal of the VII/XII extract for the period 1996-1997 to 2007-2008, it is seen that the name of Trimbak Vitlu Rupekar is reflected as the holder thereof. The land is mentioned to be Class 2 land. The VII/XII also bears a stamp reflecting restricted tenure as per Section 43 of the Tenancy Act. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the aforementioned VII/XII, we will update the Title Certificate accordingly.
2. Mutation Entry no.942 dated 5th December, 1986 records that pursuant to an oral partition between (a) Gopinath Vitlu Rupekar (b) Shripat Vitlu Rupekar (c) Trimbak Vitlu Rupekar (d) Dharmabai Vitlu Rupekar, the land bearing Survey no.76 Hissa no.2 was subdivided and the land renumbered as Survey no.76 Hissa no.2/2 admeasuring 00 Hectares 48 Ares, came to the share of Trimbak Vitlu Rupekar.
3. By and under an Agreement for Sale dated 25th July, 2008 registered with the office of the Sub-Registrar, Panvel at Serial no.5738 of 2008,

6. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
7. Upon perusal of an extract of Mutation Entry no.2668 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the VII/XII extract should be updated to delete the same.
8. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
9. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1006 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1007 of 2016, Minal Kunj Behari Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta inter alia the captioned land admeasuring 00 Hectares 48 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2874 dated March 10, 2016. The Supplement to Indenture of Conveyance inter alia records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2864 however, on account of correction therein,

Mutation Entry no.2874 was prepared.

10. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.76 Hissa no.2/2 admeasuring 00 Hectares 48 Ares.
11. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate (including the obligation of the Company to handover / transfer the area mentioned therein to MMRDA / concerned authority), we are of the opinion that the Company is the owner of the land bearing Survey no.76 Hissa no.2/2 admeasuring 00 Hectares 48 Ares and the title of the Company to the captioned land is clear and marketable.

w. Survey no.77 Hissa no.1 admeasuring 00 Hectares 57.20 Ares:

1. We have been furnished with VII/XII extracts in respect of the captioned land for the period 1964-1965 to 1975-1976; 1978-1979 to 1994-1995; 1996-1997 to 2007-2008 and 2015-2016. Upon perusal of the VII/XII extract for the period 1964-1965 to 1975-1976, it is seen that the name of Shankar Bama Mhatre is reflected as the holder of the captioned land. The other rights column reflects the charge of Mohammed Hussain Ibrahim Patil and the charge of Vividh Vikas Karyakari Society, Rohinjan for Rs.4,000/-. The VII/XII also bears a stamp reflecting restricted tenure as per Section 43 of the Tenancy Act. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the aforementioned VII/XII, we will update the Title Certificate accordingly.
2. Mutation Entry no.197 dated June 20, 1936 records that Inram Ahmed Patil expired on October 19, 1935 and was survived by his sons Mohammed Hussain, Mohammed Ismail, Abdul Hamid and Mohammed Saddiq Inram Patil and others (being minors, through

seen that an Order bearing no.Tenancy/SR/1489/2007 has been passed by the Agricultural Land Tribunal and Upper Tehsildar, Panvel under Section 32G of Tenancy Act. As per the said Order, the name of Mohammed Hussain Ibrahim Patil, being owner, was mutated in the other rights column and name of Shankar Bama Mhatre, being tenant purchaser, was mutated in the holder's column of Village Form VII of inter alia the land bearing Survey no.77 Hissa no.1 and further, the charge of the purchase price was recorded in the other rights column. Since, we have not been furnished with the documents pertaining to the tenancy proceedings, we have no comments to offer on the same and as such we have relied upon the contents of the said mutation entry. However, we have been furnished with a certificate issued under Section 32M of the Tenancy Act evidencing payment of purchase price. The said certificate is detailed hereinafter. We have not been furnished with documents recording the renumbering of the land to Survey no.77 Hissa no.1. Further, by and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Panvel to furnish them with inter alia the copies of the documents pertaining to the Section 32G proceedings, order passed under Section 32G and certificate issued under Section 32M. Upon receiving the aforementioned documents, we will update the Title Certificate accordingly.

11. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
12. Mutation Entry no.908 dated 25th February, 1984 records that Shankar Bama Mhatre expired on 27th May, 1983 and was survived by his sons (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre; daughters (e) Anandi Krishna Patil, (f) Ramubai Kana Patil; and wife (g) Parvati Shankar Mhatre. Accordingly, the names of the heirs were mutated on record.

their mother Amnabai Inram Ahmed Patil). The said mutation entry reflects the land bearing Survey no.77 Hissa no.0.

3. The name of Krishna Aashu Tungkar was recorded as the protected tenant of the land bearing Survey no.77 Hissa no.0 vide Mutation Entry no.317 dated 2nd February, 1948.
4. The name of Bama Chahu Mhatre was recorded as protected tenant of the land bearing Survey no.77 Hissa no.0 vide Mutation Entry no.345 dated 2nd February, 1948.
5. Mutation Entry no.407 dated 7th September, 1953 records that Bama Chahu Mhatre, the protected tenant, expired in or around the year 1949. Pursuant thereto, the name of his son Atmaram Bama Mhatre, as the Karta of the said family, was mutated on record of inter alia the land bearing Survey no.77 (part).
6. Mutation Entry no.427 dated 1st April, 1955 records that Atmaram Bama Mhatre expired on September 30, 1954 and was survived by his wife Venbai Atmaram Mhatre. Accordingly, the name of his wife was mutated on record of inter alia the land bearing Survey no.77 (part). It is pertinent to note that the latest Village Form VII does not reflect the said mutation entry and the same should be updated to reflect Mutation Entry no.426.
7. Mutation Entry no.484 dated 1st January, 1958 records that since Venbai Atmaram Mhatre was not personally cultivating the land bearing Survey no.77 (part), her name was deleted. The said mutation entry further records that Shankar Mhatre was cultivating the captioned land.
8. Since Shankar Bama Mhatre was cultivating the land bearing Survey no.77 (part), his name was recorded as simple tenant vide Mutation Entry no.485 dated 1st January, 1958.
9. On perusal of Mutation Entry no.551 dated 25th April, 1961, it appears that the same does not pertain to the captioned land and the VII/XII extract should be updated to delete the said mutation entry.
10. On perusal of Mutation Entry no.627 dated 6th January, 1967, it is

13. Mutation Entry no.938 dated 17th October, 1986 records that Anandi Krishna Patil expired in the year 1986 and was survived by her sons (a) Sanjeev Krishna Patil, (b) Gautam Krishna Patil; daughters (c) Gulab Krishna Patil, (d) Chandrabhaga Krishna Patil, (e) Ranjana Krishna Patil, and husband (f) Krishna Sitaram Patil. It is also recorded that (a) to (e) being minors, are represented by their father (f) above. Accordingly, the names were mutated on record.
14. Mutation Entry no.2124 dated 2nd August, 1999 records that Parvatibai Shankar Mhatre expired in or around the year 1991 and was survived by (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Sanjeev Krishna Patil, (f) Gautam Krishna Patil, (g) Gulab Krishna Patil, (h) Chandrabhaga Krishna Patil, (i) Ranjana Krishna Patil and (j) Ramubai Kana Patil. Accordingly, the names of the heirs were mutated on record.
15. Mutation Entry no.2341 dated 7th June, 2007 records that pursuant to the repayment of the loan amount of Rs.4,000/- by Dattu Shankar Mhatre to Vividh Vikas Karyakari Society Limited, Rohinjan, the charge of the society was deleted. However, on the basis of available records, there is no corresponding mutation entry recording creation of the charge.
16. Pursuant to payment of purchase price by Shankar Bama Mhatre to Mohammed Hussain Ibrahim Patil and on receipt of the certificate bearing no.Tenancy/Kat/444/07 issued under Section 32M of the Tenancy Act, the charge of Mohammed Hussain Ibrahim Patil was deleted from the records of inter alia the captioned land vide Mutation Entry no.2363 dated 1st August, 2007.
17. By and under an Agreement for Sale dated April 18, 2007 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.3218 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil and (k) Krishna Sitaram Patil, through their constituted

attorney Laxman Mhatre, agreed to sell and transfer in favour of Milind Jaysing Pawar inter alia the captioned land, for the consideration and in the manner as stated therein. In furtherance of the aforementioned Agreement, the vendors also executed in favour of Milind Jaysing Pawar, a Power of Attorney dated 7th May, 2007, registered with the office of the Sub-Registrar, Parvel – 1, at Serial no.406 of 2007 to enable the attorney to undertake the acts, deeds and things mentioned therein inter alia in relation to the captioned land.

18. By and under a Deed of Assignment / Transfer dated 8th June, 2007 registered with the office of the Sub-Registrar, Parvel – 1, at Serial no.4676 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil (k) Krishna Sitaram Patil, (l) Laxman Dattu Mhatre (for self and as the attorney of (a) to (k) above), (m) Raghunath Kana Mhatre, (n) Padmakar Kana Mhatre, (o) Ananta Kana Mhatre, (p) Rohidas Changdev Mhatre, (q) Janardan Hari Mhatre (for self and as the attorney of (m) to (p) above), (r) Prabhat Mukund Mhatre (for herself and as the guardian of her daughter Akshata and as the attorney of (s) to (u) below), (s) Mosmi Mukund Mhatre, (t) Monica Mukund Mhatre and (u) Shweta Mukund Mhatre (all the above through their power of attorney holder Milind Jaysing Pawar), with the consent of Milind Jaysing Pawar, agreed to sell, assign and transfer their respective right, title and interest inter alia in respect of the captioned land in favour of Dynasty Developers, for the consideration and in the manner as stated therein. In furtherance to the aforementioned Deed of Assignment / Transfer, a Power of Attorney dated 8th June, 2007 registered with the Sub-Registrar, Parvel at Serial no.4677 of 2007 was also executed in favour of Dynasty Developers (through its partners Kishor Govind Pale and Prakash Harakchand Parakh) to enable Dynasty Developers to do certain acts, deeds and things mentioned therein inter alia in relation to the captioned land.
19. By and under a Sale Deed dated 7th July, 2008 registered with the

Dattu Mhatre, enabling the attorney to undertake the acts, deeds and things mentioned therein inter alia in respect of the captioned land. The said Power of Attorney does not appear to have been registered;

20. By and under a Release Deed dated 12th July, 2010 registered with the office of the Sub-Registrar, Parvel – 1, at Serial no.9512 of 2010, Dynasty Developers released in favour of (a) Brijbhushan Shivshankar Gupta, (c) Sangita Brijbhushan Gupta and (d) Minal Kunj Behari Gupta all their rights, claim and interest inter alia in respect of the captioned land in the manner and for the consideration mentioned therein. The said Release Deed inter-alia states that under the said the said Deed of Assignment dated 8th June, 2007, the said Milind Jaysing Pawar was to perform and fulfill certain obligations as mentioned therein, however, the said Milind Jaysing Pawar failed and neglected to perform the said obligations and orally informed the Dynasty Developers that Dattu Shankar Mhatre and 10 others had already sold the captioned land, which was in blatant breach of the Deed of Assignment dated 8th June, 2007. Further, the said Release Deed recites that the said Releasees therein including Brijbhushan Shivshankar Gupta were not informed of the subsistence of the Deed of Assignment dated 8th June, 2007 at the time of execution of the Sale Deed dated 7th July, 2008 by the vendors therein and therefore in view of the aforesaid facts and with a view to avoid disputes, the said Releasees therein agreed to release all their claims, rights, interest, charges, etc. in the captioned land under the Deed of Assignment dated 8th June, 2007 in favour of Brijbhushan Shivshankar Gupta.
21. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.

office of the Sub-Registrar, Uran, at Serial no.5237 of 2008. (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil and (k) Krishna Sitaram Patil (all through their power of attorney holder Milind Jaysing Pawar), with the confirmation of Milind Jaysing Pawar sold and transferred inter alia the captioned land admeasuring 00 Hectares 57.20 Ares in favour of Brijbhushan Shivshankar Gupta, for the consideration and in the manner as stated therein, which fact has been recorded under Mutation Entry no.2458 of 10th July, 2008. Annexed to the Sale Deed is a copy of the Order bearing no.Tenancy/Sale Permission/SR 811/2008 (Agriculture) dated 31st May, 2008 whereby the Sub-Divisional Officer, Parvel has granted its permission to the vendors to sell inter alia the captioned land to Brijbhushan Shivshankar Gupta for the purpose of agriculture only and on the terms mentioned therein. Also annexed to the Sale Deed are the following Irrevocable Powers of Attorney:

- i. Irrevocable Power of Attorney dated 15th February, 2007 authenticated before the Sub-Registrar, Parvel and recorded at Serial no.136 of 2007, executed by Dattu Shankar Mhatre, Sanjeev Krishna Patil, Chandrabhaga Krishna Patil and Ranjana Krishna Patil in favour of Laxman Dattu Mhatre, enabling the attorney to undertake the acts, deeds and things mentioned therein;
- ii. Irrevocable Power of Attorney dated 22nd March, 2007 authenticated by the Sub-Registrar, Parvel and noted at Serial no.226 of 2007, executed by (a) Revan Shankar Mhatre, (b) Mohan Shankar Mhatre, (c) Ramubai Kana Patil, (d) Gautam Krishna Patil, (e) Gulab Krishna Patil and (f) Krishna Sitaram Patil in favour of Laxman Dattu Mhatre to enable him to undertake the acts, deeds and things mentioned therein inter alia in respect of the captioned land;
- iii. Irrevocable Power of Attorney dated 16th April, 2007, executed by Charpat Shankar Mhatre in favour of Laxman

22. Upon perusal of an extract of Mutation Entry no.2668 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the VII/XII extract should be updated to delete the same.
23. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
24. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Parvel – 4, at Serial no.969 of 2015 read with Supplement to Indenture of Conveyance dated 30th January, 2016 registered with the office of the Sub-Registrar, Parvel – 4, at Serial no.970 of 2016, Brijbhushan Shivshankar Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta inter alia the captioned land admeasuring 00 Hectares 57.20 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2886 dated March 10, 2016. The Supplement to Indenture of Conveyance inter alia records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2856; however, on account of correction therein, Mutation Entry no.2866 was prepared.
25. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.77 Hissa no.1 admeasuring 00 Hectares 57.20 Ares.
26. In light of what is discussed above and subject to the observations

made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate, we are of the opinion that the Company is the owner of the land bearing Survey no.77 Hissa no.1 admeasuring 00 Hectares 57.20 Ares and the title of the Company to the captioned land is clear and marketable.

x. Survey no.77 Hissa no.2 admeasuring 01 Hectare 74 Ares:

1. We have been furnished with the extracts of Village Form VIIIXII in respect of the captioned land for the period 1978-1979 to 1994-1995, 1996-1997 to 2010-2010 and 2015-2016. Upon perusal of the VIIIXII extract for the period 1978-1979 to 1994-1995 it is seen that the names of Shalik Krishna Mhatre, Lahu Bendu Mhatre, Dattu Bendu Mhatre, Ganu Bendu Mhatre, Tukaram Bendu Mhatre, Kushendra Bendu Mhatre, Tulsabai Arjun Patil, Nirabai Bendu Mhatre, Mahadubai Bendu Mhatre, Savitra Shivram Mhatre, Rupa Shivram Mhatre (being a minor, represented by her guardian mother Savitra Shivram Mhatre), Kaluram Sitaram Mhatre and 8 others and Haridas Parshuram Mhatre and 7 others are reflected as the holders thereof. The other rights column records the charge of Mohammed Hussain Ibrahim and the charge of Vividh Vikas Karyakari Society, Rohinjan for Rs.5,000/-. Further, the names of Jijabai Barku Gharat and Shevantabai Shalik Kadu are recorded as persons in possession. The VIIIXII also bears a stamp reflecting restricted tenure as per Section 43 of the Tenancy Act. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Parvel to furnish them with the Village Form VIIIXII in respect of the captioned land for the period 1931 to 2016. Upon receiving the aforementioned VIIIXII, we will update the Title Certificate accordingly.
2. On perusal of Mutation Entry no. 551 dated 25th April, 1961, it is seen that an Order bearing no. 282 / 287 dated 25th March, 1961 has been passed by the Additional Mamlatdar, Parvel under Section 32G of Tenancy Act. As per the said Order, the name of Mohammad Hussain Ismail Patil, being owner, was mutated in the other rights column and name of Krishna Aaba Mhatre, being tenant purchaser,

daughters (v) Jijabai Barku Gharat (vi) Shevantabai Shalik Kadu. Accordingly, the names of the legal heirs were mutated on record.

6. Mutation Entry no.1084 dated 15th September, 1991 records that Bendu Krishna Mhatre expired in or around the year 1989 and was survived by his sons (i) Lahu Bendu Mhatre (ii) Dattu Bendu Mhatre (iii) Ganu Bendu Mhatre (iv) Tukaram Bendu Mhatre (v) Kushendra Bendu Mhatre; daughters (vi) Tulsabai Arjun Patil (vii) Nirabai Bendu Mhatre (viii) Mahadubai Bendu Mhatre; daughter in law (ix) Savitra Shivram Mhatre; grand daughter (x) Rupa Shivram Mhatre being a minor and represented through her mother being Savitra Shivram Mhatre. Accordingly, the names of the legal heirs were mutated on record.
7. Mutation Entry no.2065 dated 25th November, 1995 records that Parshuram Krishna Mhatre expired in or around 1985 and was survived by his sons (i) Santosh Parshuram Mhatre (ii) Haridas Parshuram Mhatre; grandchildren being heirs of predeceased on Manik Parshuram Mhatre viz. (i) Sagar Manik Mhatre, (iv) Sarita Manik Mhatre, (v) Vinanti Manik Mhatre, (vi) Malika Manik Mhatre (iii) to (v) being minors, through their guardian mother Malika Manik Mhatre; and daughters (vii) Gangubai Rajaram Khadekar, (viii) Mainabai Baburam Patil, (ix) Rakshabai Janardan Mhatre, (x) Ganibai Baburao Gondhali. Accordingly, the names of the legal heirs were mutated on record.
8. Mutation Entry no.2073 dated 25th November, 1995 records that Sitaram Krishna Mhatre expired on 24th October, 1994 and was survived by his sons (i) Kaluram Sitaram Mhatre (ii) Hanshchandra Sitaram Mhatre (iii) Ankush Sitaram Mhatre; daughters (iv) Venubai Ladku Madhavi (v) Girjabai Barku Mhatre (vi) Durgabai Ashok Gadge (vii) Chandrabhaga Sudam Dare; and wife (viii) Chindubai Sitaram Mhatre. Accordingly, the names of the heirs were mutated on record.
9. Mutation Entry no.2696 dated 16th May, 2011 records that Shevantabai Shalik Kadu expired on 29th February, 2000 and was survived by (i) Gajanan Shalik Kadu (ii) Suresh Shalik Kadu (iii) Prakash Shalik Kadu (iv) Asha Baban Bhagat (v) Sakubai Shripat

were mutated in the holder's column. The subject land was recorded to be governed by 'restricted tenure' and a charge of Rs.1,551/- being the purchase price under the provisions of Tenancy Act, was recorded in the other rights column. Since, we have not been furnished with the documents pertaining to the tenancy proceedings, we have no comments to offer on the same and as such we have relied upon the contents of the said mutation entry. However, we have been furnished with the certificate issued under Section 32M of the Tenancy Act, which is detailed hereinafter. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Parvel to furnish them with inter alia the copies of the documents pertaining to the Section 32G proceedings, order passed under Section 32G and certificate issued under Section 32M. Upon receiving the aforementioned documents, we will update the Title Certificate accordingly.

3. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1955 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
4. Mutation Entry no.779 dated 13th September, 1973 records charge of Vividh Vikas Karyakari Society, Rohinjan in respect of loan of Rs.5,000/- availed of by Bendu Krishna Mhatre from the society. However, on repayment of the said loan by Kaluram Sitaram Mhatre, the charge and name of the Society was deleted from other rights' column of Village Form no. VII of the subject land vide Mutation Entry no.2378 dated 1st October, 2007. It is pertinent to note that the VIIIXII extract for the period 2015-2016 does not reflect Mutation Entry no.779 and as such the VIIIXII will have to be updated to reflect the same.
5. Mutation Entry no.869 dated 15th October, 1990 records that Krishna Aaba Mhatre expired in or around the year 1975-1976 and was survived by his sons (i) Sitaram Krishna Mhatre, (ii) Bendu Krishna Mhatre, (iii) Parshuram Krishna Mhatre, (iv) Shalik Krishna Mhatre,

Mokashi (v) Sunita Chandrakant Thakur and (vi) Sangita Mahendra Patil. Accordingly, the names of the heirs were mutated on record.

10. Mutation Entry no.2698 dated 28th May, 2011 records that pursuant to the payment of purchase price by Kushendra Bendu Mhatre and 16 others to Mohammed Hussain Ismail Patil and on receipt of certificate bearing no.32M/Rohinjan/1489/2011 dated 26th May, 2011 issued under Section 32M of the Tenancy Act, the charge of Mohammed Hussain Ismail Patil on the captioned land was deleted. It appears that the said mutation entry is yet to be certified.
11. Shalik Krishna Mhatre expired on 4th August, 2009 and was survived by his sons (a) Mukund Shalik Mhatre, (b) Govind Shalik Mhatre; daughters (c) Laxman Shalik Mhatre, (d) Manisha Shrikant Patil, (e) Yashoda Laxman Patil, (f) Jara Manik Patil; and wife (g) Godabai Shalik Mhatre. Accordingly, the names of the heirs were mutated on record vide Mutation Entry no.2528 dated 25th September, 2009.
12. By and under an Agreement for Sale dated 8th June, 2011 registered at the office of the Sub-Registrar, Parvel at Serial no.7678 of 2011 (1) Jijabai Barku Gharat, (2) Gajanan Shalik Kadu, (3) Suresh Shalik Kadu, (4) Prakash Shalik Kadu, (5) Asha Baban Bhagat, (6) Sakubai Shripat Mokashi alias Shaila Shripat Mokashi, (7) Sunita Chandrakant Thakur, (8) Sangita Mahendra Patil, (9) Lahu Bendu Mhatre, (10) Dattu Bendu Mhatre (for self and as the guardian father of Jeevan and Rani), (11) Tukaram Bendu Mhatre (for self and as the guardian father of Kalu Tukaram Mhatre), (12) Ganu Bendu Mhatre (for self and as the guardian father of Suvama), (13) Kushendra Bendu Mhatre (for self and as the guardian father of Ritika, Satyam and Manasvi), (14) Mahadubai Bendu Mhatre, (15) Savitra Shivram Mhatre, (16) Rupa alias Rupali Shivram Mhatre, (17) Tulsabai Bendu Mhatre alias Tulsabai Arjun Patil, (18) Nirabai Bendu Mhatre alias Nirabai Kaluram Sonawane, (19) Haridas Parshuram Mhatre (for self and as the guardian father of Jyoti, Guddi (Swati) and Sahil), (20) Santosh Parshuram Mhatre, (21) Sagar Manik Mhatre, (22) Sarita Manik Mhatre alias Sarita Krishna Bhoir (23) Malika Manik Mhatre (for self and as the guardian mother of Vinanti Manik Mhatre), (24) Gangubai Parshuram Mhatre alias Gangubai Baburao Patil, (25)

Mainabai Parshuram Mhatre alias Mainabai Baburao Patil, (26) Rakhmabai Parshuram Mhatre alias Rakhmabai Janardan Mhatre, (27) Ganibai Parshuram Mhatre alias Ganibai Baburao Gondhali alias Sharda Baburao Gondhali, (28) Kaluram Sitaram Mhatre, (29) Harishchandra Sitaram Mhatre, (30) Ankush Sitaram Mhatre (for self and as the guardian father of Vishal, Atul and Aadesh), (31) Venubai Sitaram Mhatre alias Venubai Ladku Madhavi, (32) Girjabai Sitaram Mhatre alias Girjabai Barku Mhatre, (33) Durgabai Sitaram Mhatre alias Durgabai Ashok Gadge, (34) Chandrabhaga Sitaram Mhatre alias Chandrabhaga Sudam Dare, (35) Chindubai Sitaram Mhatre, (36) Mukund Shaik Mhatre (for self and as the guardian father of Prachi Mhatre), (37) Govind Shaik Mhatre (for self and as the guardian father of Ashmita Mhatre), (38) Manisha Shaik Mhatre alias Manisha Shrikant Patil, (39) Yashoda Sitaram Mhatre alias Yashoda Laxman Patil, (40) Laxman Shaik Mhatre (for self and as the guardian father of Baby Mhatre, Tarvi Mhatre and Tanu Mhatre), (41) Jana Shaik Mhatre alias Jana Manik Patil, (42) Godabai Shaik Mhatre, (43) Nagubai Dattu Mhatre (44) Jyoti Dattu Mhatre (45) Jitendra (Jeetu) Dattu Mhatre (46) Krishnabai Lahu Mhatre (47) Vijay Lahu Mhatre (48) Savita Vijay Mhatre (49) Rekha Lahu Mhatre alias Rekha Jaydas Ambekar (50) Sandhya Lahu Mhatre alias Sandhya Rajesh Bhoir (51) Shamila Lahu Mhatre alias Shamila Prabhudas Bhoir (52) Gangaram Lahu Mhatre (for self and as the guardian father of Suraj Gangaram Mhatre and Sujil Gangaram Mhatre), (53) Rupali Gangaram Mhatre (54) Draupadi Tukaram Mhatre, (55) Pranali Tukaram Mhatre (being a minor, represented by her father Tukaram Bendu Mhatre), (56) Ranjana Krushindra Mhatre, (57) Nanda Ganu Mhatre, (58) Roshan Ganu Mhatre (being a minor, represented by his father Ganu Bendu Mhatre), (59) Muktabai Harishchandra Mhatre, (60) Shekhar Harishchandra Mhatre, (61) Kiran Harishchandra Mhatre, (62) Vidyabai Ankush Mhatre, (63) Bhagubai Kaluram Mhatre, (64) Sulochana Kaluram Mhatre alias Sulochana Madhu Aikmar, (65) Janardan Kaluram Mhatre (for self and as the guardian father of Raj Janardan Mhatre and Niyati Janardan Mhatre), (66) Nilam Janardan Mhatre, (67) Gurunath Kaluram Mhatre, (68) Jagruti Gurunath Mhatre, (69) Machindra Kaluram Mhatre (70) Komal Machindra Mhatre, (71) Hirabai Kaluram Mhatre alias Hirabai

Arjun Patil, (72) Vasudha Kaluram Mhatre alias Vasudha Uttam Morwekar, (73) Jaya Santosh Mhatre, (74) Hirabai Haridas Mhatre (75) Reshma Haridas Mhatre alias Reshma Kiran Bhoir, (76) Shobha Govind Mhatre (77) Akshay Govind Mhatre (being a minor represented by his guardian father Govind Shaik Mhatre), (78) Babybai Mukund Mhatre (79) Sachin Mukund Mhatre (80) Manjula Mukund Mhatre alias Manjula Mohram Jagale, (81) Pinki Mukund Mhatre (82) Manisha Mukund Mhatre alias Manisha Sandeep Bhoir and (83) Rupali Laxman Mhatre (hereinafter collectively referred to as the "Mhatre Family") agreed to sell and transferred inter alia the captioned and in favour of Minal Kunj Behari Gupta, for the consideration and on such terms and conditions as stated therein. In furtherance of the aforementioned Agreement, the Mhatre Family also executed a Power of Attorney dated 8th June, 2011 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.580 of 2011 in favour of Brijbhushan Shivshankar Gupta, being the nominee of Minal Kunj Behari Gupta, enabling Brijbhushan Shivshankar Gupta to undertake the acts, deeds and things mentioned therein.

13. By and under Sale Deed dated 25th July, 2011 registered at the office of the Sub-Registrar, Panvel at Serial no. 9798 of 2011, the Mhatre Family sold and transferred in favour of Minal Kunj Behari Gupta, the land bearing Survey no.77 Hissa no.2 admeasuring 01 Hectare 74 Ares, for the consideration and on such terms and conditions as stated therein, which fact has been recorded vide Mutation Entry no.2708 dated 1st August, 2011. The Sale Deed records that the lands were sold for legal and financial necessity of the joint family. Annexed to the Sale Deed is a copy of the Order bearing no. Tenancy/V.P./S.R.779/2011 dated 23rd July, 2011, whereby the Sub-Divisional Officer permitted Lahu Bendu Mhatre and 43 others to inter-alia sell the captioned land to Mrs. Minal Kunj Behari Gupta inter alia for utilizing the same for agricultural purposes only and on such terms and conditions as stated therein.
14. By and under a Declaration dated 8th June, 2011 registered with the office of the Sub-Registrar, Panvel at Serial no.9797 of 2011, the Mhatre Family inter alia declared that they have by and under an Agreement for Sale dated 8th June, 2011 registered at Serial no.7678

of 2011, agreed to sell and transfer the captioned land in favour of Minal Gupta and that they have received the consideration agreed under the aforesaid Agreement for Sale and that they have no right, title and interest in the captioned land.

15. By and under a Deed of Ratification dated 9th April, 2014 registered with the office of the Sub-Registrar, Panvel - 4 at Serial no. 4023 of 2014, Vinanti Manik Mhatre confirmed and ratified the (i) Agreement for Sale dated 8th June, 2011 registered with the office of the Sub-Registrar, Panvel at Serial no.7678 of 2011; and (ii) Sale Deed dated 25th July, 2011 registered with the office of the Sub-Registrar, Panvel at Serial no.9798 of 2011. Vinanti Manik Mhatre also declared that the above mentioned Agreement for Sale dated 8th June, 2011 and Sale Deed dated 25th July, 2011 are valid, binding and subsisting.
16. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR.89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
17. By and under an Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1006 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1007 of 2016, Minal Kunj Behari Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta inter alia the captioned land admeasuring 01 Hectare 74 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2874 dated March 10, 2016. The Supplement to Indenture of Conveyance inter alia records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation

entry records that the aforementioned transaction was recorded vide Mutation Entry no.2864 however, on account of correction therein, Mutation Entry no.2874 was prepared.

18. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.77 Hissa no.2 admeasuring 01 Hectare 74 Ares.
19. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate (including the obligation of the Company to handover / transfer the area mentioned therein to MMRDA / concerned authority), we are of the opinion that the Company is the owner of the land bearing Survey no.77 Hissa no.2 admeasuring 01 Hectare 74 Ares and the title of the Company to the captioned land is clear and marketable.

y. **Survey no.79 Hissa no.3 admeasuring 00 Hectares 48.10 Ares:**

1. We have been furnished with a letter dated 17th November, 2008 addressed by the Tehsildar, Panvel to Mr. Manoj Bhosale stating that the VII/XII extracts for the period 1956-1957 to 1963-1964 are not available. We have been furnished with the extracts of Village Form VII/XII in respect of the captioned land for the period 1964-1965 to 1994-1995, 1996-1997 to 2007-2008 and 2015-2016. Upon perusal of the VII/XII extract for the period 1964-1965 onwards, it is seen that the name of Vitthu Kesha Rupekar is reflected as the holder thereof. The other rights column reflects the charge of Mohammed Hussain Ibrahim Patil. The VII/XII also bears a stamp reflecting restricted tenure as per Section 43 of the Tenancy Act. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the aforementioned VII/XII, we will update the Title Certificate accordingly.

2. Upon perusal of Mutation Entry no.197 dated June 20, 1936, it appears that one Imram Ahmed Patil expired on 19th October, 1935 and was survived by his sons Mohammed Hussain, Mohammed Ismail, Abdul Hamid and Mohammed Kadir Imran Patil and others (being minors, through their mother Aminabibi Ahmed Patil)
3. The name of Kalya Gaikwad was recorded as protected tenant vide Mutation Entry no.319 dated 2nd February, 1948.
4. Mutation Entry no.445 dated 21st November, 1955 does not pertain to the captioned land and the VII/XII extract should be updated to delete the same.
5. Mutation Entry no.454 dated November 21, 1955 records that pursuant to the Order bearing no.TNC-45/357 dated August 18, 1955, it was held that Kalya Gosavi Gaikwad had not cultivated the land for two consecutive years and as such, his name, which was recorded as protected tenant, was deleted. We have not been furnished with copies of the aforementioned order and as such we have relied upon the contents of the said mutation entry.
6. Mutation Entry no.515 dated January 1, 1958 records that since Vitthu Keshu Rupekar was cultivating the captioned land, his name was mutated on record as simple tenant.
7. Mutation Entry no.545 dated 25th April, 1961 does not pertain to the captioned land and the VII/XII should be updated to delete the same.
8. On perusal of Mutation Entry no.560 dated 27th April, 1961, it is seen that an Order bearing no. 290 / has been passed by the Additional Mamladdar and Upper Tehsildar, Panvel under Section 32G of Tenancy Act. As per the said Order, the name of Hussain Ibrahim Patil, being owner, was mutated in the other rights column and name of Vitthu Keshu Rupekar, being tenant purchaser, were mutated in the holder's column. A charge of Rs.44/- being the purchase price under the provisions of Tenancy Act, was recorded in the other rights column.
9. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian

Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.

10. Mutation Entry no.940 dated 2nd December, 1986 records that Vitthu Keshu Rupekar expired on 21st October, 1986 and was survived by (i) Gopinath Vitthu Rupekar (ii) Shripat Vitthu Rupekar (iii) Trimbak Vitthu Rupekar (iv) Anand Kisan Mhatre, (v) Parvati Vitthu Rupekar and (vi) Dharmubai Vitthu Rupekar. Accordingly, the names of the heirs were mutated on record.
11. Thereafter, pursuant to an application made by Anand Kisan Mhatre and Parvati Vitthu Rupekar to delete their names as the holders of the captioned land, their names were deleted vide Mutation Entry no.941 dated 5th December, 1986.
12. Mutation Entry no.942 dated 5th December, 1986 records that pursuant to the oral partition between (i) Gopinath Vitthu Rupekar (ii) Shripat Vitthu Rupekar (iii) Trimbak Vitthu Rupekar (iv) Dharmubai Vitthu Rupekar in respect of inter alia the captioned land, the captioned land, recorded to be admeasuring 00 Hectares 44 Ares, came to the share of Gopinath Vitthu Rupekar.
13. Mutation Entry no.1012 dated 28th March, 1990 records that pursuant to payment of the purchase price of Rs.444/- by Vitthu Keshu Rupekar, receipt of the certificate under Section 32M of the Tenancy Act and the letter dated March 28, 1990 received from the Upper Tehsildar, Panvel, the charge of Hussain Ibrahim Patil was deleted from the records of the captioned land. We have not been furnished with the aforementioned documents and as such we have relied upon the contents of the said mutation entry.
14. Upon perusal of Mutation Entry no.1014 dated 9th April, 1990, it appears that pursuant to application made by Gopinath Vitthu Rupekar and in light of the Order bearing no.Hakkanond/Ka/4 dated 6th April, 1990 passed by the Tehsildar, Panvel, Gopinath Vitthu Rupekar transferred inter alia to the captioned land to his son Santosh Gopinath Rupekar and accordingly, the name of Gopinath

Vitthu Rupekar was deleted and the name of Santosh Gopinath Rupekar was mutated as the holder of the captioned land. We have not been furnished with the family tree of Gopinath Vitthu Rupekar and as such we are unable to ascertain if he could have given the land to only one son. We have therefore, relied upon the contents of the said mutation entry. We have also been furnished with a letter dated 29th December, 2008 addressed by Tensiidar, Panvel to Mr. Manoj Bhosale stating that a copy of the aforementioned Order dated 6th April, 1990 is not available.

15. By and under an Agreement for Sale dated 25th July, 2008 registered with the office of the Sub-Registrar, Panvel at Serial no.5737 of 2008, Santosh Gopinath Rupekar agreed to sell and transfer the captioned land in favour of Minal Kurj Behari Gupta, for the consideration and on such terms and conditions as stated therein. Thereafter, the Sub-Divisional officer has vide his Order bearing no.Tenancy/VP.SR.1266/2008 (Agriculture) dated 24th September, 2008 permitted Santosh Gopinath Rupekar to sell the captioned land to Minal Kurj Behari Gupta *inter alia* for using the captioned land for agricultural purposes only and on such terms and conditions as stated therein.
16. By and under a Sale Deed dated 24th October, 2008 registered with the office of the Sub-Registrar, Panvel at Serial no.7816 of 2008, Santosh Gopinath Rupekar, through his power of attorney holder Kurj Behari Shivshankar Gupta sold and transferred in favour of Minal Kurj Behari Gupta, the captioned land admeasuring 00 Hectares 48.10 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no. 2507 dated 23rd March, 2009. The Sale Deed records that the land was sold for financial necessity of the vendor. Annexed to the Sale Deed is a copy of the Power of Attorney dated 25th July, 2008 authenticated before the Sub-Registrar, Uran (Panvel - 2) at Serial no.178 of 2008 and executed by Santosh Gopinath Rupekar in favour of Kurj Behari Shivshankar Gupta.

By and under a Declaration dated 6th February, 2009 registered with the office of the Sub-Registrar, Panvel at Serial no. 645 of 2009, Santosh Gopinath Rupekar (for self and on behalf of Revli Santosh

Rupekar and as the natural guardian (father) of Satish Santosh Rupekar) *inter alia* declared that the sale of the captioned land vide the aforementioned Sale Deed dated 24th October, 2008 is accepted by them and the consideration received for the sale of the captioned land has been distributed amongst them in accordance with their proportion.

17. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
18. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel – 4, at Serial no.1006 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel – 4, at Serial no 1007 of 2016, Minal Kurj Behari Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta *inter alia* the captioned land admeasuring 00 Hectares 48.10 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2874 dated March 10, 2016. The Supplement to Indenture of Conveyance *inter alia* records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2864 however, on account of correction therein, Mutation Entry no.2874 was prepared.
19. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no 79 Hissa no.3 admeasuring 00 Hectares 48.10 Ares.

no.345 dated 2nd February, 1948

4. Mutation Entry no.361 dated July 12, 1948 records that on May 6, 1942, (a) Mohammed Hussain Ibrahim, (b) Mohammed Ismail Mohammed Ibrahim, (c) Isubmiya Alimiya, (d) Mehboodmiya Alimiya, (e) Aminmiya Alimiya and (f) Abdul Kadir Alimiya sold and transferred in favour of Atmaram Bama Mhatre the land bearing Survey no 86 Hissa no.0, for Rs.1,000/-. We have not been furnished with a copy of the aforementioned Sale Deed and as such we have relied upon the contents of the said mutation entry. Further, in the absence of the Sale Deed, we are unable to ascertain as to why Mohammed Ismail Mohammed Ibrahim was made a party to the Sale Deed and Hajimiya Alimiya was not made a party to the said Sale Deed. The Company has informed us that no claims / objections have been received from Hajimiya Alimiya or his legal heirs in respect of the captioned land till date.
5. Mutation Entry no.407 dated September 7, 1953 records that Bama Chahu Mhatre, the protected tenant, expired in or around the year 1949. Pursuant thereto, the name of his son Atmaram Bama Mhatre, as the Karta of the joint family, was mutated on record of *inter alia* the land bearing Survey no.86 (part).
6. Mutation Entry no.426 dated January 31, 1955 records that Atmaram Bama Mhatre expired on September 30, 1954 and was survived by his wife Venibai Atmaram Mhatre. Accordingly, the name of his wife was mutated on record of *inter alia* the land bearing Survey no.86 Hissa no.0. The aforementioned fact is also recorded vide Mutation Entry no.427 dated April 1, 1955. In the absence of any explanation / documents, we have no comments to offer on as to why two mutation entries recording the same fact were made.
7. Thereafter, pursuant to an Order bearing no.Tenancy/292 dated 8th March, 1961, passed under Section 32G of the Tenancy Act, it was held that Venibai Atmaram Mhatre, the owner of the land bearing Survey no.86 Hissa no.0 was a widow and therefore, the Tiller's Day was postponed with respect of fixation of purchase price under Section 32G of Tenancy Act in favour of the tenant Shankar Bama

20. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of the Title Certificate (including the obligation of the Company to handover / transfer the area mentioned therein to MMRDA / concerned authority), we are of the opinion that the Company is the owner of the land bearing Survey no 79 Hissa no.3 admeasuring 00 Hectares 48.10 Ares and the title of the Company to the captioned land is clear and marketable.

z. Survey no.86 Hissa no. 1 admeasuring 00 Hectares 76.80 Ares:

1. We have been furnished with the extracts of Village Form VII/XII in respect of the captioned land for the period 1963-1964 to 1972-1973; 1976-1979 to 1994-1995; 1996-1997 to 2007-2008 and 2015-2016. On perusal of the VII/XII extract for the period 1963-1964 to 1972-1973, it is seen that the name Kashinath Bama Bhoir is reflected as the holder of the captioned land. The other rights column reflects a remark of the Tillers' Day being postponed since the owner was a widow and the charge of Vividh Vikas Karyakari Society, Rohinjan for Rs.3500/-. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the aforementioned VII/XII, we will update the Title Certificate accordingly.
2. The earliest record made available to us in respect of the captioned land is Mutation Entry no.281 dated 10th February, 1946. Upon perusal thereof, it appears that one Alimiya Ahmed Patil was entitled to the land bearing Survey no.86 Hissa no.0 and that upon the demise of Alimiya Ahmed Patil on 4th December, 1945, he was survived by his sons (a) Isubmiya Alimiya, (b) Mehboodmiya Alimiya, (c) Amin Alimiya, (d) Hajimiya Alimiya and (e) Abdul Kadir Alimiya. Accordingly, the names of the heirs were mutated on record.
3. The name of Bama Chahu Mhatre was recorded as protected tenant of the land bearing Survey no.86 Hissa no.0 vide Mutation Entry

Mhatre. The aforementioned fact is recorded vide Mutation Entry no.659 dated 14th October, 1967. Since we have not been furnished with a copy of the aforementioned order, we have no comments to offer on the same and further we have relied upon the contents of the said mutation entry.

Subsequently, no proceedings under Section 32G were conducted. It is pertinent to note that Atmaram Bama Mhatre had purchased the captioned land on 23rd April, 1947 i.e. prior to the Tiller's Day. There is a presumption that the land was purchased by Atmaram Bama Mhatre for his joint family. It appears that the entry regarding postponement of the purchase under Mutation Entry no.659 is incorrect as on the Tiller's Day, the land was held by Atmaram Bama Mhatre for the joint family. As such, Atmaram Bama Mhatre became entitled to the captioned land as the owner thereof and the tenancy rights of Bama Mhatre came to an end upon such purchase by Atmaram Bama Mhatre. Further, the VII/XII extracts reflect the captioned land as Class 1 land.

8. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
9. Mutation Entry no.702 dated 13th September, 1973 records charge of Colaba District Co-operative Land Development Bank Limited, Pen in respect of loan of Rs.3,500/- availed of by Venibai Atmaram Mhatre from the bank on January 25, 1967. Simultaneously with the execution of the loan documents, by and under a Lease Deed dated 25th January, 1967 and registered with the office of Sub-Registrar of Assurances at Panvel at Serial no.80 of 1967, Colaba District Co-operative Land Development Bank Limited, Pen leased the land bearing Survey no.86 Hissa no.0 to Venibai Atmaram Mhatre for the term of 10 years on the terms and conditions as mentioned therein. Thereafter, on repayment of the said loan by Janu Bama Mhatre and others, the charge and name of the Maharashtra Co-operative Land

Development Bank (formerly Colaba District Co-operative Land Development Bank Limited) was deleted from other rights' column of Village Form no. VII of the subject land vide Mutation Entry no 877 dated 13th March, 1981. Consequently, the lease in favor of Venibai Airmaram Mhatre in respect of the captioned land stood terminated. We have not been furnished with a copy of the Reconveyance Deed, if any, executed in favour of heirs of Venibai Airmaram Mhatre.

10. Mutation Entry no.764 dated 25th January, 1973 records that Venibai Airmaram Mhatre expired on 4th November, 1972 and was survived by her daughters (a) Kasubai Pandurang Patil, (b) Vasubai Trimbak Mhatre, (c) Dwarkabai Kalu Patil; and brothers in law (d) Mahadu Bama Mhatre, (e) Shankar Bama Mhatre, (f) Janu Bama Mhatre and (g) Kashinath Bama Mhatre. The said mutation entry records that all the daughters are married and the brothers in law are actually cultivating the lands mentioned therein. Therefore, the names of the brothers in law were mutated in respect of the lands being cultivated by them. Accordingly, the land bearing Survey no.86 Hissa no.0 was allotted to Kashinath Bama Mhatre (01 Acre 20 Gunthas) and Janu Bama Mhatre (01 Acre 31.75 Gunthas) as per their actual physical possession and the partition was mutated on record and the land stood divided into two parts in the names of Kashinath Bama Mhatre and Janu Bama Mhatre respectively. It appears that the land admeasuring 01 Acre 20 Gunthas was numbered as Survey no.86 Hissa no.2 and the land admeasuring 01 Acre 31.75 Gunthas was numbered as Survey no.86 Hissa no.1.
11. Mutation Entry no.2336 dated 7th June, 2007 records that Janu Bama Mhatre expired on 27th May, 1983 and was survived by his wife (a) Babubai Janu Mhatre; sons (b) Vishnu Janu Mhatre, (c) Kushendra Janu Mhatre; daughters (d) Shakuntala Han Patil, (e) Suman Janardan Bhalekar; daughters in law (f) Prabhat Mukund Mhatre, (g) Mosami Mukund Mhatre, (h) Monica Mukund Mhatre, (i) Shweta Mukund Mhatre and (j) Akshata Mukund Mhatre. Accordingly, the names of the heirs were mutated on records of the land bearing Survey no.86 Hissa no.1. It is pertinent to note that the reference to the captioned land i.e. Survey no.86 Hissa no.1 appears for the first time in this mutation entry. However, no documents evidencing the

Mhatre alias Meena Anant Kakade, (s) Uday Dharma Mhatre (for self and as the guardian of minor son Suraj), (t) Bharti Uday Mhatre, (u) Sunita Dharma Mhatre, (v) Anita Dharma Mhatre, (w) Bhiva Kashinath Mhatre (for self and as the guardian of minor sons Vishwas, Vishal and Rahul), (x) Indubai Bhiva Mhatre, (y) Vajirani Bhiva Mhatre, (z) Jayshree Bhiva Mhatre, (aa) Reshma Bhiva Mhatre, (bb) Ramesh Kashinath Mhatre (for self and as the guardian of minor sons Pravin and Avinash), (cc) Krishnabai Ramesh Mhatre and (dd) Pramila Ramesh Mhatre (the "Vishnu Mhatre Family") alongwith Adhiraj and Hammer Realty Private Limited, sold and transferred in favour of Sangita Brijbhushan Gupta the land bearing Survey no.86 Hissa no.1 admeasuring 00 Hectares 76.80 Ares, for the consideration and in the manner mentioned therein, which fact has been recorded vide Mutation Entry no.2510 dated 2nd May, 2009. The said Sale Deed records that the vendors have sold the lands for legal and financial necessity of the family. It further records that Adhiraj and Hammer Realty Private Limited has been joined as a confirming party whereby Adhiraj and Hammer Realty Private Limited declared and confirmed that under the said Agreement for Sale dated 1st October, 2007, all the right and interest in respect of the captioned land which were jointly created in favour of the company and Sangita Brijbhushan Gupta and now the same are completely merged and transferred solely in favour of Sangita Brijbhushan Gupta.

14. By and under a Deed of Family Declaration dated 28th November 2008 registered with the office of the Sub-Registrar, Uran at Serial no.8378 of 2008, the Vishnu Mhatre Family *inter alia* gave declaration on title and declared that the captioned land was jointly owned and possessed by them and that they have sold the captioned land to Sangita Brijbhushan Gupta by under the Sale Deed dated 28th November, 2008 registered with the office of the Sub-Registrar, Uran at Serial no.8369 of 2008.
15. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for

change of survey number / hissa number have been furnished to us and as such we have no comments to offer on the same.

12. By and under an Agreement for Sale dated 1st October, 2007 registered with the office of the Sub-Registrar Parvel, at Serial no.7760 of 2007, (a) Kashinath Bama Mhatre, (b) Banibai Janu Mhatre (through her power of attorney holder Eknath Dattu Mhatre) (c) Vishnu Janu Mhatre, (d) Kushendra Janu Mhatre, (e) Shakuntala Harichandra Patil (through her power of attorney holder Eknath Dattu Mhatre), (f) Suman Janardan Bhalekar, (g) Prabhat Mukund Mhatre (for self and as the natural guardian of Akshata Mukund Mhatre), (h) Mosami Mukund Mhatre (through her power of attorney holder Eknath Dattu Mhatre), (i) Monica Mukund Mhatre (through her power of attorney holder Eknath Dattu Mhatre), (j) Shweta Mukund Mhatre ((b), (c), (h) to (j) above through their power of attorney holder Eknath Dattu Mhatre) agreed to sell and transfer in favour of Sangita Brijbhushan Gupta and Adhiraj and Hammer Realty Private Limited, the land bearing Survey no.86 Hissa no.1 admeasuring 00 Hectares 76.80 Ares, for the consideration and in the manner stated therein. The said Vishnu Janu Mhatre and others also executed an Irrevocable Power of Attorney registered with the office of the Sub-Registrar, Parvel at Serial no.788 of 2007, in favour of Sangita Brijbhushan Gupta thereby enabling her to undertake the acts, deeds and things mentioned therein.
13. By and under a Sale Deed dated 28th November, 2008 registered with the Sub Registrar, Uran at Serial no.8369 of 2008, (a) Kashinath Bama Mhatre, (b) Vishnu Janu Mhatre (for self and as the guardian of minor sons Vinayak and Nikhil), (c) Vidya Vishnu Mhatre, (d) Kushendra Janu Mhatre (for self and as the guardian father of minors – Kajal, Komal, Nilesh and Minal), (e) Yashoda Kushendra Mhatre, (f) Shakuntala Harichandra Patil, (g) Suman Janardan Bhalekar, (h) Banibai Janu Mhatre, (i) Prabhat Mukund Mhatre (for self and as the guardian of minor daughter Akshata), (j) Mosami Mukund Mhatre, (k) Monica Mukund Mhatre, (l) Shweta Mukund Mhatre, (m) Krishnabai Kashinath Mhatre, (n) Machindra Kashinath Mhatre, (o) Manisha Kashinath Mhatre alias Manisha Santosh Khutarkar, (p) Dharma Kashinath Mhatre, (q) Pramabai Dharma Mhatre, (r) Meena Dharma

non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.

15. Upon perusal of an extract of Mutation Entry no.2668 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the VII/XII extract should be updated to delete the same.
17. By and under a Deed of Conveyance dated 23rd August, 2013 registered with the office of Sub-Registrar of Assurances, Parvel - 4 at Serial no.7911 of 2013, Machindra Kashinath Mhatre, with the confirmation of Adhiraj Construction Company Private Limited, sold and transferred in favour of Sangita Brijbhushan Gupta, his 1/12th undivided share in the captioned land, for the consideration and in the manner mentioned therein.
18. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
19. By and under a Deed of Ratification dated 21st March, 2014 registered with the office of the Sub-Registrar, Parvel - 4 at Serial no.3423 of 2014, Akshata Mukund Mhatre confirmed and ratified *inter alia* the aforementioned documents executed in respect of the captioned land.
20. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Parvel - 4, at Serial no.1000 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Parvel - 4, at Serial no.1001 of 2016, Sangita Brijbhushan Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta *inter alia* the captioned land admeasuring 00 Hectares 76.80 Ares, for the consideration and in the manner stated therein, which fact has been

recorded vide Mutation Entry no.2870 dated March 10, 2016. The Supplement to Indenture of Conveyance inter alia records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2860 dated 19th February, 2016; however, on account of correction therein, Mutation Entry no.2870 was prepared and the said Mutation Entry no.2860 was canceled.

21. Village Form VIIIXII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.86 Hissa no.1 admeasuring 00 Hectares 76.80 Ares.
22. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate, we are of the opinion that the Company is the owner of the land bearing Survey no.86 Hissa no.1 admeasuring 00 Hectares 76.80 Ares and the title of the Company to the captioned land is clear and marketable.

aa. Survey no.86 Hissa no.2 admeasuring 00 Hectares 60 Ares:

1. We have been furnished with the extracts of Village Form VIIIXII in respect of the captioned land for the period 1978-1979 to 1994-1995; 1996-1997 to 2007-2008 and 2015-2016. On perusal of the VIIIXII extract for the period 1964-1965 onwards, it is seen that the name Mukund Mhatre and others are reflected as the holders thereof. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VIIIXII in respect of the captioned land for the period 1931 to 2016. Upon receiving the aforementioned VIIIXII, we will update the Title Certificate accordingly.
2. It is recorded vide Mutation Entry no.697 (date is not mentioned) that

by them. Accordingly, the land bearing Survey no.86 Hissa no.2 was allotted to Kashinath Bama Mhatre (01 Acre 20 Gunthas) and Janu Bama Mhatre (01 Acre 31.75 Gunthas) as per their actual physical possession and the partition was mutated on record and the land stood divided into two parts in the names of Kashinath Bama Mhatre and Janu Bama Mhatre respectively. It appears that the land admeasuring 01 Acre 20 Gunthas was numbered as Survey no.86 Hissa no.2 and the land admeasuring 01 Acre 31.75 Gunthas was numbered as Survey no.86 Hissa no.1.

5. Mutation Entry no.907 dated 25th February, 1984 records that Janu Bama Mhatre expired on 27th May, 1983 and was survived by his sons (a) Mukund Janu Mhatre, (b) Vishnu Janu Mhatre, (c) Kushendra Janu Mhatre; daughters (d) Shakuntala Harichandra Patil, (e) Suman Janardan Bhalekar; and wife (f) Banubai Janu Mhatre. Accordingly, the names of the heirs were mutated on records of the land bearing Survey no.86 Hissa no.2.
6. Mutation Entry no.2112 dated 3rd September, 1998 records that Mukund Janu Mhatre expired on 1st December, 1997 and was survived by (a) Prabhat Mukund Mhatre, (b) Mosami Mukund Mhatre, (c) Monica Mukund Mhatre, (d) Shweta Mukund Mhatre and (e) Akshata Mukund Mhatre. Accordingly, the names of the heirs were mutated on record.
7. By and under an Agreement to Sell dated 1st October, 2007 registered with Sub-Registrar Panvel - 1, at Serial no.7761 of 2007, (a) Vishnu Janu Mhatre, (b) Kushendra Janu Mhatre, (c) Prabhat Mukund Mhatre (for self and as the natural guardian of Akshata Mhatre), (d) Shakuntala Harichandra Patil, (e) Suman Janardan Bhalekar, (f) Banubai Janu Mhatre, (g) Mosami Mukund Mhatre, (h) Monica Mukund Mhatre and (i) Shweta Mukund Mhatre agreed to sell and transfer in favour of Sangita Brijbhushan Gupta and Adhiraj and Hammer Realty Private Limited inter alia the captioned land admeasuring 00 Hectares 60 Ares, for the consideration and in the manner stated therein. The Agreement records that the land was sold for financial necessity of the family. The vendors also executed an Irrevocable Power of Attorney dated 1st October, 2007 registered with

the provisions of the Weights and Measures Act, 1956 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.

3. Mutation Entry no.702 dated 13th September, 1973 records charge of Colaba District Co-operative Land Development Bank Limited, Pan in respect of loan of Rs.3,500/- availed of by Venbai Atmaram Mhatre from the bank on January 25, 1967. Simultaneously with the execution of the loan documents, by and under a Lease Deed dated 25th January, 1967 and registered with the office of Sub-Registrar of Assurances at Panvel at Serial no.80 of 1967, Colaba District Co-operative Land Development Bank Limited, Pan leased the land bearing Survey no.86 Hissa no.0 to Venbai Atmaram Mhatre for the term of 10 years on the terms and conditions as mentioned therein. Thereafter, on repayment of the said loan by Janu Bama Mhatre and others, the charge and name of the Maharashtra Co-operative Land Development Bank (formerly Colaba District Co-operative Land Development Bank Limited) was deleted from other rights' column of Village Form no. VII of the subject land vide Mutation Entry no.877 dated 13th March, 1981. Consequently, the lease in favour of Venbai Atmaram Mhatre in respect of the captioned land stood terminated. We have not been furnished with a copy of the Reconveyance Deed, if any, executed in favour of heirs of Venbai Atmaram Mhatre. As regards the manner in which Venbai Atmaram Mhatre became entitled to the captioned land, please see our notes in respect of the land bearing Survey no.86 Hissa no.1.
 4. Mutation Entry no.764 dated 25th January, 1973 records that Venbai Atmaram Mhatre expired on 4th November, 1972 and was survived by her daughters (a) Kasubai Pandurang Patil, (b) Vasubai Trimbak Mhatre, (c) Dwarikabai Kalu Patil, and brothers in law (d) Mahadu Bama Mhatre, (e) Shankar Bama Mhatre, (f) Janu Bama Mhatre and (g) Kashinath Bama Mhatre. The said mutation entry records that all the daughters are married and the brothers in law are actually cultivating the lands mentioned therein. Therefore, the names of the brothers in law were mutated in respect of the lands being cultivated
- the office of the Sub-Registrar, Panvel at Serial no.788 of 2007, in favour of Sangita Brijbhushan Gupta inter alia granting her powers to undertake the acts, deeds and things mentioned therein in respect of the captioned land. Annexed to the Agreement is an Irrevocable Power of Attorney dated 30th July, 2007 authenticated before the Sub-Registrar, Panvel and noted at Serial no.637 of 2007 executed by Kushendra Janu Mhatre and Suman Janardan Bhalekar in favour of Eknath Datu Mhatre thereby enabling the attorney to undertake the acts, deeds and things mentioned therein in respect of inter alia the captioned land.
8. By and under a Sale Deed dated 28th November, 2008 registered with the office of the Sub-Registrar, Uran at Serial no.8368 of 2008, (a) Vishnu Janu Mhatre (for self and as the natural guardian of Vinayak and Nikhil) (b) Kushendra Janu Mhatre (for self and as the natural guardian of Kajal, Komal, Nilesh and Minal Kushendra) (c) Banubai Janu Mhatre, (d) Shakuntala Harichandra Patil, (e) Suman Janardan Bhalekar, (f) Mosami Mukund Mhatre, (g) Monica Mukund Mhatre, (h) Shweta Mukund Mhatre (i) Prabhat Mukund Mhatre (for self and as the natural guardian behalf of Akshata), (j) Yashoda Kushendra Mhatre (k) Vidya Vishnu Mhatre with the confirmation of Adhiraj & Hammer Realty Private Limited sold and transferred in favour of Sangita Brijbhushan Gupta, inter alia the captioned land admeasuring 00 Hectares 60 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2512 dated 2nd May, 2009. The Sale Deed records that the lands were sold for financial necessity of the family.
 9. By and under a Deed of Family Declaration dated 28th November, 2008 registered with the Sub-Registrar, Uran at Serial no.8376 of 2008, (a) Vishnu Janu Mhatre (for self and as the guardian father of Vinayak and Nikhil), (b) Kushendra Janu Mhatre (for self and as the guardian father of Kajal, Komal, Nilesh and Minal), (c) Prabhat Mukund Mhatre (for self and as a natural guardian of Akshata), (d) Shakuntala Harichandra Patil, (e) Suman Janardan Bhalekar, (f) Banubai Janu Mhatre, (g) Mosami Mukund Mhatre, (h) Monica Mukund Mhatre, (i) Shweta Mukund Mhatre (j) Vidya Vishnu Mhatre and (k) Yashoda Kushendra Mhatre inter alia declared that the captioned

land was jointly owned and possessed by them and that they have sold the captioned land to Sangita Brijbhushan Gupta under a Sale Deed dated 28th November, 2008 registered with the Sub-Registrar, Uran at Serial no.8368 of 2008.

10. By and under a Deed of Ratification dated 21st March, 2014 and registered with the office of the Sub-Registrar, Panvel - 4 at Serial no.3423 of 2014, Akshata Mukund Mhatre confirmed and ratified inter alia the aforementioned documents executed in respect of the captioned land.
11. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/NA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
12. Upon perusal of an extract of Mutation Entry no.2668 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the VII/XII extract should be updated to delete the same.
13. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/NA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
14. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1000 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1001 of 2016, Sangita Brijbhushan Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta inter alia

the captioned land admeasuring 00 Hectares 60 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2870 dated March 10, 2016. The Supplement to Indenture of Conveyance inter alia records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2860 dated 19th February, 2016, however, on account of correction therein, Mutation Entry no.2870 was prepared and the said Mutation Entry no.2860 was cancelled.

15. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.86 Hissa no.2 admeasuring 00 Hectares 60 Ares.
16. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate, we are of the opinion that the Company is the owner of the land bearing Survey no.86 Hissa no.2 admeasuring 00 Hectares 60 Ares and the title of the Company to the captioned land is clear and marketable.

bb. Survey no.86 Hissa no.0 admeasuring 00 Hectares 77.10 Ares:

1. We have been furnished with VII/XII extracts in respect of the captioned land for the period 1929-1930 to 1938-1939, 1965-1966 to 1977-1978, 1978-1979 to 1994-1995, 1996-1997 to 2007-2008 and 2015-2016. Upon perusal of the VII/XII extract for the period 1929-1930 to 1938-1939, it is seen that the name of Ratanbibi Javje Mohammed Abdulla Patil is reflected as the holder of the captioned land. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to

2016. Upon receiving the balance VII/XII extracts, if required, we will update the Title Certificate accordingly.

2. Mutation Entry no.286 dated 10th February, 1946 records that Ratanbibi Javje Mohammed Abdulla Patil expired in and around the year 1945 and was survived by her husband Mohammed Abdulla Kamruddin Patil. The said mutation entry reflects the land bearing Survey no.88 Hissa no.0.
3. The name of Bama Chahu Mhatre was recorded as protected tenant of the land bearing Survey no.88 Hissa no.0 vide Mutation Entry no.345 dated 2nd February, 1948.
4. Mutation Entry no.396 dated 1st April, 1952 records that pursuant to oral partition between Mohammed Abdulla Kamruddin Patil and 5 others and pursuant to Order no.RTSSR dated 29th March, 1952, the land bearing Survey no.88 Hissa no.0 admeasuring 01 Acre 36.50 Gunthas came to the share of Abdulla Rahiman Kamruddin Patil.
5. Mutation Entry no.407 dated 7th September, 1953 records that Bama Chahu Mhatre, the protected tenant, expired in or around the year 1949. Pursuant thereto, the name of his son Atmaram Bama Mhatre, as the Karta of the joint family, was mutated on record of inter alia the land bearing Survey no.88 Hissa no.0. Village Form VII does not reflect the said mutation entry and the same should be updated.
6. Mutation Entry no.427 dated 1st April, 1955 records that Atmaram Bama Mhatre expired on September 30, 1954 and was survived by his wife Venbai Atmaram Mhatre. Accordingly, the name of his wife was mutated on record of inter alia the land bearing Survey no.88 (part). It is pertinent to note that the latest Village Form VII does not reflect the said mutation entry and the same should be updated to reflect Mutation Entry no.426.
7. Mutation Entry no.484 dated 1st January, 1958 records that since Venbai Atmaram Mhatre was not personally cultivating the land bearing Survey no.88 Hissa no.0, her name was deleted. The said mutation entry further records that Shankar Mhatre was cultivating the captioned land.

8. Since Shankar Bama Mhatre was cultivating the land bearing Survey no.88 Hissa no.0, his name was recorded as simple tenant vide Mutation Entry no.485 dated 1st January, 1958.
9. On perusal of Mutation Entry no.615 dated 6th January, 1967, it is seen that an Order bearing no.1504 has been passed by the Agricultural Land Tribunal and Upper Tehsildar, Panvel under Section 32G of Tenancy Act. As per the said Order, the name of Abdul Rahiman Kamruddin Patil, being owner, was mutated in the other rights column and name of Shankar Bama Mhatre, being tenant purchaser, was mutated in the holder's column of Village Form VII of inter alia the land bearing Survey no.88 Hissa no.0 and further, the charge of the purchase price was recorded in the other rights column.
10. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1956 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
11. Mutation Entry no.908 dated 25th February, 1984 records that Shankar Bama Mhatre expired on 27th May, 1983 and was survived by his sons (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre; daughters (e) Anandi Krishna Patil, (f) Ramubai Kana Patil, and wife (g) Parvati Shankar Mhatre. Accordingly, the names of the heirs were mutated on records of the land bearing Survey no.88 Hissa no.0.
12. Mutation Entry no.938 dated 17th October, 1986 records that Anandi Krishna Patil expired in the year 1986 and was survived by her sons (a) Sanjeev Krishna Patil, (b) Gautam Krishna Patil; daughters (c) Gulab Krishna Patil, (d) Chandrabhaga Krishna Patil, (e) Ranjana Krishna Patil; and husband (f) Krishna Sitaram Patil. It is also recorded that (a) to (e) being minors, are represented by their father (f) above. Accordingly, the names were mutated on record.
13. Mutation Entry no.2124 dated 2nd August, 1999 records that Parvati Shankar Mhatre expired in or around the year 1991 and

was survived by (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Sanjeev Krishna Patil, (f) Gautam Krishna Patil, (g) Gulab Krishna Patil, (h) Chandrabhaga Krishna Patil, (i) Ranjana Krishna Patil and (j) Ramubai Kana Patil. Accordingly, the names of the heirs were mutated on record.

14. Mutation Entry no.2341 dated 7th June, 2007 records that pursuant to the repayment of the loan amount of Rs.4,000/- by Dattu Shankar Mhatre to Vividh Vikas Karyakari Society Limited, Rohinjan, the charge of the society was deleted. However, on the basis of available records, there is no corresponding mutation entry recording creation of the charge.
15. Pursuant to payment of purchase price by Shankar Bama Patil to Abdul Rahiman Kamruddin Patil and on receipt of the certificate bearing no.Tenancy/Kas/442/07 dated 2nd July, 2007 registered with the office of the Sub-Registrar, Panvel – 1, at Serial no.5963 of 2007 and issued under Section 32M of the Tenancy Act, the charge of Abdul Rahiman Kamruddin Patil was deleted from the records of inter alia the captioned land vide Mutation Entry no 2365 dated 1st August, 2007.
16. By and under an Agreement for Sale dated April 18, 2007 registered with the office of the Sub-Registrar, Panvel – 1, at Serial no.3218 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil and (k) Krishna Sitaram Patil, through their constituted attorney Laxman Mhatre, agreed to sell and transfer in favour of Milind Jaysing Pawar inter alia the captioned land, for the consideration and in the manner as stated therein. In furtherance of the aforementioned Agreement, the vendors also executed in favour of Milind Jaysing Pawar, a Power of Attorney dated 7th May, 2007, registered with the office of the Sub-Registrar, Panvel – 1, at Serial no.406 of 2007 to enable the attorney to undertake the acts, deeds and things mentioned therein inter alia in relation to the captioned

land.

17. By and under a Deed of Assignment / Transfer dated 8th June, 2007 registered with the office of the Sub-Registrar, Panvel – 1, at Serial no.4676 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil, (k) Krishna Sitaram Patil, (l) Laxman Dattu Mhatre (for self and as the attorney of (a) to (k) above), (m) Raghunath Kana Mhatre, (n) Padmakar Kana Mhatre, (o) Anarita Kana Mhatre, (p) Rohidas Changdev Mhatre, (q) Janardan Hari Mhatre (for self and as the attorney of (m) to (p) above), (r) Prabhat Mukund Mhatre (for herself and as the guardian of her daughter Akshata and as the attorney of (s) to (u) below), (s) Mosmi Mukund Mhatre, (t) Monica Mukund Mhatre and (u) Shweta Mukund Mhatre (all the above through their power of attorney holder Milind Jaysing Pawar), with the consent of Milind Jaysing Pawar, agreed to sell, assign and transfer their respective right, title and interest inter alia in respect of the captioned land in favour of Dynasty Developers, for the consideration and in the manner as stated therein. In furtherance to the aforementioned Deed of Assignment / Transfer, a Power of Attorney dated 8th June, 2007 registered with the Sub-Registrar, Panvel at Serial no.4677 of 2007 was also executed in favour of Dynasty Developers (through its partners Kishor Govind Pate and Prakash Harakchand Parakh) to enable Dynasty Developers to do certain acts, deeds and things mentioned therein inter alia in relation to the captioned land.
18. By and under a Sale Deed dated 7th July, 2008 registered with the office of the Sub-Registrar, Uran, at Serial no.5237 of 2008, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil and (k) Krishna Sitaram Patil (all through their power of attorney holder Milind Jaysing Pawar), with the confirmation of Milind Jaysing Pawar sold and transferred inter alia the captioned land admeasuring 00

Hectares 14.20 Ares in favour of Brijbhushan Shivshankar Gupta, for the consideration and in the manner as stated therein, which fact has been recorded under Mutation Entry no.2458 of 10th July, 2008. Annexed to the Sale Deed is a copy of the Order bearing no.Tenancy/Sale Permission/SR 811/2008 (Agriculture) dated 31st May, 2008 whereby the Sub-Divisional Officer, Panvel has granted its permission to the vendors to sell inter alia the captioned land to Brijbhushan Shivshankar Gupta for the purpose of agriculture only and on the terms mentioned therein. Also annexed to the Sale Deed are the following Irrevocable Powers of Attorney:

- i. Irrevocable Power of Attorney dated 15th February, 2007 authenticated before the Sub-Registrar, Panvel and recorded at Serial no.136 of 2007, executed by Dattu Shankar Mhatre, Sanjeev Krishna Patil, Chandrabhaga Krishna Patil and Ranjana Krishna Patil in favour of Laxman Dattu Mhatre, enabling the attorney to undertake the acts, deeds and things mentioned therein.
- ii. Irrevocable Power of Attorney dated 22nd March, 2007 authenticated by the Sub-Registrar, Panvel and noted at Serial no.226 of 2007, executed by (a) Revan Shankar Mhatre, (b) Mohan Shankar Mhatre, (c) Ramubai Kana Patil, (d) Gautam Krishna Patil, (e) Gulab Krishna Patil and (f) Krishna Sitaram Patil in favour of Laxman Dattu Mhatre to enable him to undertake the acts, deeds and things mentioned therein inter alia in respect of the captioned land;
- iii. Irrevocable Power of Attorney dated 16th April, 2007, executed by Charpat Shankar Mhatre in favour of Laxman Dattu Mhatre, enabling the attorney to undertake the acts, deeds and things mentioned therein inter alia in respect of the captioned land. The said Power of Attorney does not appear to have been registered;
19. By and under a Release Deed dated 12th July, 2010 registered with the office of the Sub-Registrar, Panvel – 1, at Serial no.8512 of 2010, Dynasty Developers released in favour of (a) Brijbhushan

Shivshankar Gupta, (c) Sangita Brijbhushan Gupta and (d) Minal Kunj Behari Gupta all their rights, claim and interest inter alia in respect of the captioned land in the manner and for the consideration mentioned therein. The said Release Deed inter-alia states that under the said the said Deed of Assignment dated 8th June, 2007, the said Milind Jaysing Pawar was to perform and fulfill certain obligations as mentioned therein, however, the said Milind Jaysing Pawar failed and neglected to perform the said obligations and orally informed the Dynasty Developers that Dattu Shankar Mhatre and 10 others had already sold the captioned land, which was in blatant breach of the Deed of Assignment dated 8th June, 2007. Further, the said Release Deed recites that the said Releasees therein including Brijbhushan Shivshankar Gupta were not informed of the subsistence of the Deed of Assignment dated 8th June, 2007 at the time of execution of the Sale Deed dated 7th July, 2008 by the vendors therein and therefore in view of the aforesaid facts and with a view to avoid disputes, the said Releasees therein agreed to release all their claims, rights, interest, charges, etc. in the captioned land under the Deed of Assignment dated 8th June, 2007 in favour of Brijbhushan Shivshankar Gupta.

20. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Mashal/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
21. Upon perusal of an extract of Mutation Entry no.2668 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the records of the captioned land should be updated to delete the said mutation entry.
22. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Mashal/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned

- therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
23. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel – 4, at Serial no.969 of 2016 read with Supplement to Indenture of Conveyance dated 30th January, 2016 registered with the office of the Sub-Registrar, Panvel – 4, at Serial no.970 of 2016, Brijbhushan Shivshankar Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta inter alia the captioned land admeasuring 00 Hectares 77.10 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2866 dated March 10, 2016. The Supplement to Indenture of Conveyance inter alia records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2856; however, on account of correction therein, Mutation Entry no.2866 was prepared.
 24. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.88 Hissa no.0 admeasuring 00 Hectares 77.10 Ares.
 25. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate, we are of the opinion that the Company is the owner of the land bearing Survey no.88 Hissa no.0 admeasuring 00 Hectares 77.10 Ares and the title of the Company to the captioned land is clear and marketable.

- appears that the land was purchased by the joint family. It is pertinent to note that the VII/XII extract in respect of the captioned land does not reflect Mutation Entry no.391.
4. Mutation Entry no.407 dated 7th September, 1953 records that Bama Chahu Mhatre, the protected tenant, expired in or around the year 1949. Pursuant thereto, the name of his son Atmaram Bama Mhatre, as the Karta of the joint family, was mutated on record of inter alia the captioned land.
 5. Mutation Entry no.427 dated 1st April, 1955 records that Atmaram Bama Mhatre expired on September 30, 1954 and was survived by his wife Venibai Atmaram Mhatre. Accordingly, the name of his wife was mutated on record of inter alia the land bearing Survey no.89 Hissa no.1. It is pertinent to note that the latest Village Form VII does not reflect the said mutation entry and the same should be updated to reflect Mutation Entry no.427.
 6. Mutation Entry no.484 dated 1st January, 1958 records that since Venibai Atmaram Mhatre was not personally cultivating the captioned land, her name was deleted. The said mutation entry further records that Shankar Mhatre was cultivating the captioned land.
 7. Since Shankar Bama Mhatre was cultivating the captioned land, his name was recorded as simple tenant vide Mutation Entry no.485 dated 1st January, 1958.
 8. On perusal of Mutation Entry no.627 dated 6th January, 1967, it is seen that an Order bearing no.Tenancy/SR/1489/2007 has been passed by the Agricultural Land Tribunal and Upper Tehsildar, Panvel under Section 32G of Tenancy Act. As per the said Order, the name of Mohammed Hussain Ibrahim Patil, being owner, was mutated in the other rights column and name of Shankar Bama Mhatre, being tenant purchaser, was mutated in the holder's column of Village Form VII of inter alia the land bearing Survey no.89 Hissa no.1 and further, the charge of the purchase price was recorded in the other rights column. Since, we have not been furnished with the documents pertaining to the tenancy proceedings, we have no comments to offer on the same and as such we have relied upon the

cc. Survey no.89 Hissa no.1 admeasuring 00 Hectares 71 Ares:

1. We have been furnished with Village Form VII/XII in respect of the captioned land for the period 1964-1965 to 1978-1979; 1978-1979 to 1994-1995; 1995-1997 to 2007-2008 and 2015-2016. Upon perusal of the VII/XII extract for the period 1964-1965 to 1978-1979, it is seen that the name of Shankar Bama Mhatre is recorded as the holder of the captioned land. The other rights column reflects the charge of Mohammed Hussain Ibrahim Patil for purchase price and the charges of Vividh Vikas Karyakari Society, Rohinjan, for Rs.2,500/- and Rs.4,000/-. The VII/XII also bears a stamp reflecting restricted tenure as per Section 43 of the Tenancy Act. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the aforementioned VII/XII, we will update the Title Certificate accordingly.
 2. The name of Bama Chahu Mhatre was recorded as protected tenant of the land bearing Survey no.89 Hissa no.0 vide Mutation Entry no.345 dated 2nd February, 1948. However, the Village Form VII records Mutation Entry no.346. The extract of Mutation Entry no.346 dated 2nd February, 1948 furnished to us is not completely legible. Upon perusal of the legible portion, it does not appear to be related to the captioned land.
 3. Upon perusal of Mutation Entry no.391 dated 31st July, 1951, it appears that by and under a Sale Deed dated 6th April, 1951 registered with the office of the Sub-Registrar, Panvel, at Serial no.292 of 1951, Mohammed Hussain Mohammed Ibrahim Patil sold and transferred in favour of Atmaram Bama Mhatre an area admeasuring 00 Acres 23.50 Gunthas out of the land bearing Survey no.89 and pursuant thereto, the land bearing Survey no.89 was subdivided whereupon the name of Mohammed Hussain Ibrahim Patil was recorded as the holder of the land bearing Survey no.89 Hissa no.1 admeasuring 01 Acre 28 Gunthas and the name of Atmaram Bama Mhatre was recorded as the holder of the land bearing Survey no.89 Hissa no.2 admeasuring 00 Acres 23.50 Gunthas. It further
- contents of the said mutation entry. We have however, been furnished with a certificate bearing no.Tenancy/Kat/444/07 issued under Section 32M of the Tenancy Act reflecting the payment of the purchase price. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Panvel to furnish them with inter alia the copies of the documents pertaining to the Section 32G proceedings, order passed under Section 32G and certificate issued under Section 32M. Upon receiving the aforementioned documents, we will update the Title Certificate accordingly.
9. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
 10. Mutation Entry no.805 dated 16th July, 1974 records charge of Vividh Vikas Karyakari Society, Rohinjan in respect of loan of Rs.2,500/- availed of by Mahadu Bama Mhatre from the society. However, on repayment of the said loan by Dattu Shankar Mhatre, the charge and name of the Society is deleted from other rights' column of Village Form no. VII of the subject land vide Mutation Entry no.2341 dated 7th June, 2007.
 11. Mutation Entry no.908 dated 25th February, 1984 records that Shankar Bama Mhatre expired on 27th May, 1983 and was survived by his sons (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, daughters (e) Anandi Krishna Patil, (f) Ramubai Kana Patil; and wife (g) Parvati Shankar Mhatre. Accordingly, the names of the heirs were mutated on record.
 12. Mutation Entry no.938 dated 17th October, 1986 records that Anandi Krishna Patil expired in the year 1986 and was survived by her sons (a) Sanjeev Krishna Patil, (b) Gautam Krishna Patil; daughters (c) Gulab Krishna Patil, (d) Chandrabhaga Krishna Patil, (e) Ranjana

Krishna Patil; and husband (f) Krishna Sitaram Patil. It is also recorded that (a) to (e) being minors, are represented by their father (f) above. Accordingly, the names were mutated on record.

13. Mutation Entry no.2124 dated 2nd August, 1999 records that Parvalbai Shankar Mhatre expired in or around the year 1991 and was survived by (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Sanjeev Krishna Patil, (f) Gautam Krishna Patil, (g) Gulab Krishna Patil, (h) Chandrabhaga Krishna Patil, (i) Ranajana Krishna Patil and (j) Ramubai Kana Patil. Accordingly, the names of the heirs were mutated on record.
14. Pursuant to payment of purchase price by Shankar Bama Mhatre to Mohammed Hussain Ibrahim Patil and on receipt of the certificate bearing no.Tenancy/Kat/444/07 issued under Section 32M of the Tenancy Act, the charge of Mohammed Hussain Ibrahim Patil was deleted from the records of inter alia the captioned land vide Mutation Entry no.2363 dated 1st August, 2007.
15. By and under an Agreement for Sale dated April 18, 2007 registered with the office of the Sub-Registrar, Panvel – 1, at Serial no.3218 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil and (k) Krishna Sitaram Patil, through their constituted attorney Laxman Mhatre, agreed to sell and transfer in favour of Milind Jaysing Pawar *inter alia* the captioned land, for the consideration and in the manner as stated therein. In furtherance of the aforementioned Agreement, the vendors also executed in favour of Milind Jaysing Pawar, a Power of Attorney dated 7th May, 2007, registered with the office of the Sub-Registrar, Panvel – 1, at Serial no.406 of 2007 to enable the attorney to undertake the acts, deeds and things mentioned therein *inter alia* in relation to the captioned land.
16. By and under a Deed of Assignment / Transfer dated 8th June, 2007

been recorded under Mutation Entry no.2458 of 10th July, 2008. Annexed to the Sale Deed is a copy of the Order bearing no.Tenancy/Sale Permission/SR.811/2008 (Agriculture) dated 31st May, 2008 whereby the Sub-Divisional Officer, Panvel has granted its permission to the vendors to sell *inter alia* the captioned land to Brijbhushan Shivshankar Gupta for the purpose of agriculture only and on the terms mentioned therein. Also annexed to the Sale Deed are the following Irrevocable Powers of Attorney:

- i. Irrevocable Power of Attorney dated 15th February, 2007 authenticated before the Sub-Registrar, Panvel and recorded at Serial no.136 of 2007, executed by Dattu Shankar Mhatre, Sanjeev Krishna Patil, Chandrabhaga Krishna Patil and Ranjana Krishna Patil in favour of Laxman Dattu Mhatre, enabling the attorney to undertake the acts, deeds and things mentioned therein.
 - ii. Irrevocable Power of Attorney dated 22nd March, 2007 authenticated by the Sub-Registrar, Panvel and noted at Serial no.226 of 2007, executed by (a) Revan Shankar Mhatre, (b) Mohan Shankar Mhatre, (c) Ramubai Kana Patil, (d) Gautam Krishna Patil, (e) Gulab Krishna Patil and (f) Krishna Sitaram Patil in favour of Laxman Dattu Mhatre to enable him to undertake the acts, deeds and things mentioned therein *inter alia* in respect of the captioned land;
 - iii. Irrevocable Power of Attorney dated 16th April, 2007, executed by Charpat Shankar Mhatre in favour of Laxman Dattu Mhatre, enabling the attorney to undertake the acts, deeds and things mentioned therein *inter alia* in respect of the captioned land. The said Power of Attorney does not appear to have been registered;
18. By and under a Release Deed dated 12th July, 2010 registered with the office of the Sub-Registrar, Panvel – 1, at Serial no.8512 of 2010, Dynasty Developers released in favour of (a) Brijbhushan Shivshankar Gupta, (c) Sangita Brijbhushan Gupta and (d) Minal Kunj Behari Gupta all their rights, claim and interest *inter alia* in

registered with the office of the Sub-Registrar, Panvel – 1, at Serial no.4676 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil (k) Krishna Sitaram Patil, (l) Laxman Dattu Mhatre (for self and as the attorney of (a) to (k) above), (m) Raghunath Kana Mhatre, (n) Padmakar Kana Mhatre, (o) Ananta Kana Mhatre, (p) Bohidas Changdev Mhatre, (q) Janardan Hari Mhatre (for self and as the attorney of (m) to (p) above), (r) Prabhat Mukund Mhatre (for herself and as the guardian of her daughter Akshata and as the attorney of (s) to (u) below), (s) Mosmi Mukund Mhatre; (t) Monica Mukund Mhatre and (u) Shweta Mukund Mhatre (all the above through their power of attorney holder Milind Jaysing Pawar) with the consent of Milind Jaysing Pawar, agreed to sell, assign and transfer their respective right, title and interest *inter alia* in respect of the captioned land in favour of Dynasty Developers, for the consideration and in the manner as stated therein. In furtherance to the aforementioned Deed of Assignment / Transfer, a Power of Attorney dated 8th June, 2007 registered with the Sub-Registrar, Panvel at Serial no.4677 of 2007 was also executed in favour of Dynasty Developers (through its partners Kishor Govind Pale and Prakash Harakchand Parakh) to enable Dynasty Developers to do certain acts, deeds and things mentioned therein *inter alia* in relation to the captioned land.

17. By and under a Sale Deed dated 7th July, 2008 registered with the office of the Sub-Registrar, Uran, at Serial no.5237 of 2008, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil and (k) Krishna Sitaram Patil (all through their power of attorney holder Milind Jaysing Pawar), with the confirmation of Milind Jaysing Pawar sold and transferred *inter alia* the captioned land admeasuring 00 Hectares 71 Ares in favour of Brijbhushan Shivshankar Gupta, for the consideration and in the manner as stated therein, which fact has

respect of the captioned land in the manner and for the consideration mentioned therein. The said Release Deed *inter alia* states that under the said Deed of Assignment dated 8th June, 2007, the said Milind Jaysing Pawar was to perform and fulfill certain obligations as mentioned therein, however, the said Milind Jaysing Pawar failed and neglected to perform the said obligations and orally informed the Dynasty Developers that Dattu Shankar Mhatre and 10 others had already sold the captioned land, which was in blatant breach of the Deed of Assignment dated 8th June, 2007. Further, the said Release Deed recites that the said Releasees therein including Brijbhushan Shivshankar Gupta were not informed of the subsistence of the Deed of Assignment dated 8th June, 2007 at the time of execution of the Sale Deed dated 7th July, 2008 by the vendors therein and therefore in view of the aforesaid facts and with a view to avoid disputes, the said Releasees therein agreed to release all their claims, rights, interest, charges, etc. in the captioned land under the Deed of Assignment dated 8th June, 2007 in favour of Brijbhushan Shivshankar Gupta.

19. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
20. Upon perusal of an extract of Mutation Entry no.2668 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the records of the captioned land should be updated to delete the said mutation entry.
21. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74 50 Ares for non-agricultural use and construction for Rental

Housing on the terms and conditions mentioned in the said order.

22. By and under a Indenture of Conveyance dated 10th August, 2011 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.069 of 2016 read with Supplement to Indenture of Conveyance dated 30th January, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.970 of 2016. Brijbhusha Shivshankar Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhusha Shivshankar Gupta inter alia the captioned land admeasuring 00 Hectares 71 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2863 dated March 10, 2016. The Supplement to Indenture of Conveyance inter alia records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2856; however, on account of correction therein, Mutation Entry no.2866 was prepared.
23. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhusha Shivshankar Gupta as the holder of the land bearing Survey no.89 Hissa no.1 admeasuring 00 Hectares 71 Ares.
24. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate, we are of the opinion that the Company is the owner of the land bearing Survey no.89 Hissa no.1 admeasuring 00 Hectares 71 Ares and the title of the Company to the captioned land is clear and marketable.

dd. Survey no.89 Hissa no.2 admeasuring 00 Hectares 23.30 Ares:

1. We have been furnished with the extracts of Village Form VII/XII in respect of the captioned land for the period 1964-1965 to 1975-1976;

the land bearing Survey no.89 Hissa no.2

5. Mutation Entry no.426 dated January 31, 1955 records that Atmaram Bama Mhatre expired on September 30, 1954 and was survived by his wife Venbai Atmaram Mhatre. Accordingly, the name of his wife was mutated on record of inter alia the land bearing Survey no.89 Hissa no.2. The aforementioned fact is also recorded vide Mutation Entry no.427 dated April 1, 1955. In the absence of any explanation / documents, we have no comments to offer on as to why two mutation entries recording the same fact were made.
7. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
8. Mutation Entry no.764 dated 25th January, 1973 records that Venbai Atmaram Mhatre expired on 4th November, 1972 and was survived by her daughters (a) Kasubai Pandurang Patil, (b) Vasubai Trimbak Mhatre, (c) Dwarkabai Kalu Patil, and brothers in law (d) Mahadu Bama Mhatre, (e) Shankar Bama Mhatre, (f) Janu Bama Mhatre and (g) Kashinath Bama Mhatre. The said mutation entry records that all the daughters are married and the brothers in law are actually cultivating the lands mentioned therein. Therefore, the names of the brothers in law were mutated in respect of the lands being cultivated by them. Accordingly, the land bearing Survey no.89 Hissa no.2 recorded to be admeasuring 00 Acres 23.25 Gunthas was allotted to Janu Bama Mhatre as per his actual physical possession and the partition was mutated on record.
9. Upon perusal of Mutation Entry no.884 dated 3rd September, 1981, it is seen that as per the statement made by Janu Bama Mhatre, his son Mukund Janu Mhatre had separated from the family and therefore, the land bearing Survey no.89 Hissa no.2 was allotted to him and his name was mutated on record and the name of Janu Bama Mhatre was deleted. It is pertinent to note that the captioned

1978-1979 to 1994-1995; 1996-1997 to 2007-2008 and 2015-2016. Upon perusal of the VII/XII extract for the period 1964-1965 to 1975-1976, it is seen that the name of Janu Bama Mhatre is reflected as the holder thereof. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the balance VII/XII extracts, if required, we will update the Title Certificate accordingly.

2. The name of Bama Chahu Mhatre was recorded as a protected tenant in respect to the land bearing Survey no.89 Hissa no.0 vide Mutation Entry Number 345 dated 2nd February, 1948. Though, Mutation Entry no.345 is not mentioned on the Village Form VII pertaining to the captioned land, however, it pertains to the land bearing Survey no.89 Hissa no.0.
3. Mutation Entry no.347 dated 2nd February, 1948 does not pertain to the captioned land and the same should be updated to delete the said mutation entry therefrom.
4. Upon perusal of Mutation Entry no.391 dated 31st July, 1951, it appears that by and under a Sale Deed dated 6th April, 1951 registered with the office of the Sub-Registrar, Panvel, at Serial no.292 of 1951, Mohammed Hussain Mohammed Ibrahim Patil sold and transferred in favour of Atmaram Bama Mhatre an area admeasuring 00 Acres 23.50 Gunthas out of the land bearing Survey no.89 and pursuant thereto, the land bearing Survey no.89 was subdivided whereupon the name of Mohammed Hussain Ibrahim Patil was recorded as the holder of the land bearing Survey no.89 Hissa no.1 admeasuring 01 Acre 28 Gunthas and the name of Atmaram Bama Mhatre was recorded as the holder of the land bearing Survey no.89 Hissa no.2 admeasuring 00 Acres 23.50 Gunthas. It further appears that the land was purchased by the joint family.
5. Mutation Entry no.407 dated September 7, 1953 records that Bama Chahu Mhatre, the protected tenant, expired in or around the year 1949. Pursuant thereto, the name of his son Atmaram Bama Mhatre, as the Karta of the joint family, was mutated on record of inter alia

land appears to be a joint family property and in the absence of any supporting documents, it cannot be ascertained as to how the property was allotted to only one of the co-parceners and that too without the consent of all the family members. Since we have not been furnished with supporting documents, we have relied upon the contents of the said mutation entry and this Title Certificate is being submitted subject to the same.

10. Mutation Entry no.2112 dated 3rd September, 1996 records that Mukund Janu Mhatre expired on 1st December, 1997 and was survived by (a) Prabhat Mukund Mhatre, (b) Mosami Mukund Mhatre, (c) Monica Mukund Mhatre, (d) Shweta Mukund Mhatre and (e) Akshata Mukund Mhatre. Accordingly, the names of the heirs were mutated on record.
11. By and under an Agreement for Sale dated 17th May, 2007 and registered with the Sub-Registrar, Panvel at Serial no.4038 of 2007, (a) Prabhat Mukund Mhatre, (b) Mosami Mukund Mhatre, (c) Monica Mukund Mhatre, (d) Shweta Mukund Mhatre and (e) Akshata Mukund Mhatre, agreed to sell and transfer *inter alia* the captioned land in favour of Milind Jaysing Pawar for the consideration and in the manner stated therein.
12. By and under a Deed of Assignment / Transfer dated 8th June, 2007 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.4676 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil (k) Krishna Sitaram Patil, (l) Laxman Dattu Mhatre (for self and as the attorney of (a) to (k) above); (m) Raghunath Kana Mhatre, (n) Padmakar Kana Mhatre, (o) Ananta Kana Mhatre, (p) Rohidas Changdev Mhatre, (q) Janardan Hari Mhatre (for self and as the attorney of (m) to (p) above), (r) Prabhat Mukund Mhatre (for herself and as the guardian of her daughter Akshata and as the attorney of (s) to (u) below), (s) Mosami Mukund Mhatre, (t) Monica Mukund Mhatre and (u) Shweta Mukund Mhatre (all the above through their power of attorney holder Milind Jaysing

Pawar), with the consent of Milind Jaysing Pawar, agreed to sell, assign and transfer their respective right, title and interest *inter alia* in respect of the captioned land in favour of Dynasty Developers, for the consideration and in the manner as stated therein, in furtherance to the aforementioned Deed of Assignment / Transfer, a Power of Attorney dated 8th June, 2007 registered with the Sub-Registrar, Panvel at Serial no.4677 of 2007 was also executed in favour of Dynasty Developers (through its partners Kishor Govind Pate and Prakash Harakchand Parakh) to enable Dynasty Developers to do certain acts, deeds and things mentioned therein *inter alia* in relation to the captioned land.

13. By and under a Sale Deed dated 9th July, 2008 registered with the office of the Sub-Registrar, Uran, at Serial no.5286 of 2008, (a) Prabhat Mukund Mhatre, (b) Mosami Mukund Mhatre, (c) Monica Mukund Mhatre, (d) Shweta Mukund Mhatre, (e) Akshata Mukund Mhatre (being a minor, represented by her guardian mother Prabhat Mukund Mhatre), all through their power of attorney holder Milind Jaysing Pawar and with the consent of Milind Jaysing Pawar, sold and transferred in favour of Sangita Brijbhushan Gupta and Minal Kunj Behari Gupta *inter alia* the captioned land admeasuring 00 Hectares 46.3 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2454 dated 10th July, 2008. The Sale Deed records that Milind Jaysing Pawar relinquished and released in favour of the purchasers, all his rights, title and interest created in his favour under the Agreement for Sale dated 17th May, 2007 in respect of the captioned land. Annexed to the Sale Deed are the following Irrevocable Powers of Attorney:
 - i. Irrevocable Power of Attorney dated 17th May, 2007 authenticated before the Sub-Registrar, Panvel and noted at Serial no.401 of 2007 and executed by Prabhat Mukund Mhatre and (a) Mosami Mukund Mhatre, (b) Monica Mukund Mhatre, (c) Shweta Mukund Mhatre and (d) Akshata Mukund Mhatre (being a minor, represented by her guardian mother Prabhat Mukund Mhatre) in favour of Prabhat Mukund Mhatre (thereby enabling the attorney to undertake the acts, deeds and things mentioned therein).

6. Irrevocable Power of Attorney dated 17th May, 2007 authenticated before the Sub-Registrar, Panvel and noted at Serial no.402 of 2007 and executed by Prabhat Mukund Mhatre (for self and as the power of attorney holder of Mosami Mukund Mhatre, Monica Mukund Mhatre, Shweta Mukund Mhatre and Akshata Mukund Mhatre) in favour of Milind Jaysing Pawar thereby enabling the attorney to undertake the acts, deeds and things mentioned therein.
14. By and under a Deed of Confirmation/ Declaration dated 28th November, 2008 registered with the office of Sub-Registrar, Uran at Serial no.8366 of 2008, (a) Prabhat Mukund Mhatre (for herself and as the natural guardian of Akshata Mukund Mhatre), (b) Mosami Mukund Mhatre, (c) Monica Mukund Mhatre, (d) Shweta Mukund Mhatre *inter alia* declared that the captioned land was jointly owned and possessed by them and that they have sold the captioned land to Sangita Brijbhushan Gupta and Minal Kunj Behari Gupta under a Sale Deed dated 9th July, 2008 registered with the office of the Sub-Registrar, Uran at Serial no.5286 of 2008.
15. By and under a Deed of Declaration dated 28th November, 2008 registered with the office of Sub-Registrar, Uran at Serial no.8367 of 2008 (a) Prabhat Mukund Mhatre (for self and as natural guardian of Akshata Mukund Mhatre), (b) Mosami Mukund Mhatre, (c) Monica Mukund Mhatre, (d) Shweta Mukund Mhatre, *inter alia* gave declarations in relation to their title to the captioned land and also stated that in the event any permission/s are required for confirming the transfer of the minors share in the captioned land in favour of Sangita Brijbhushan Gupta and Minal Kunj Behari Gupta under a Sale Deed dated 9th July, 2008 registered with the office of the Sub-Registrar, Uran at Serial no.5286 of 2008, they shall obtain the same at their own costs.
16. By and under a Release Deed dated 12th July, 2010 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.8512 of 2010, Dynasty Developers released in favour of (a) Brijbhushan Shivshankar Gupta, (c) Sangita Brijbhushan Gupta and (d) Minal Kunj Behari Gupta all their rights, claim and interest *inter alia* in

respect of the captioned land in the manner and for the consideration mentioned therein.

17. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
18. Upon perusal of an extract of Mutation Entry no.2668 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the records of the captioned land should be updated to delete the said mutation entry.
19. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
20. By and under a Deed of Ratification dated 21st March, 2014 registered with the office of Sub-Registrar, Panvel - 4 at Serial no.3424 of 2014, Akshata Mukund Mhatre confirmed and ratified the (a) Agreement for Sale dated 17th May, 2007 registered with the office of the Sub-Registrar, Panvel at Serial no.4038 of 2007 and (b) Sale Deed dated 9th July, 2008 registered with the office of the Sub-Registrar, Uran at Serial no.5286 of 2008.
21. By and under a Sale Deed dated August 10, 2015 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1002 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1003 of 2016, Sangita Brijbhushan Gupta and Minal Kunj Behari Gupta sold and transferred in favour of Adhira Construction Private Limited, through its director Brijbhushan Shivshankar Gupta

inter alia the captioned land admeasuring 00 Hectares 23.3 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2873 dated March 10, 2016. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2863 dated 21st February, 2016; however, on account of correction therein, Mutation Entry no.2873 was prepared and the said Mutation Entry no.2863 was cancelled. It is pertinent to note that the said Mutation Entry no.2863 is not reflected on the VIIIXII and the same should be updated to reflect the said Mutation Entry no.2863.

22. Village Form VIIIXII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brj/bhushan Shivshankar Gupta as the holder of the land bearing Survey no.89 Hissa no.2 admeasuring 00 Hectares 23.30 Ares.
23. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate, we are of the opinion that the Company is the owner of the land bearing Survey no.89 Hissa no.2 admeasuring 00 Hectares 23.30 Ares and the title of the Company to the captioned land is clear and marketable.

ee. Survey no.90 Hissa no.0 admeasuring 00 Hectares 08 Ares:

1. We have been furnished with Village Form VIIIXII in respect of the captioned land for the period 1929-1930 to 1938-1939; 1964-1965 to 1975-1976, 1978-1979 to 1994-1995, 1996-1997 to 2007-2008 and 2015-2016. Upon perusal of the VIIIXII extract for the period 1929-1930 to 1938-1939, it is seen that the names of Ahmed Patil, Alimiya, Imran Ahmed Patil and Buranuddin Gulamuddin Kazi are recorded as the holders of the captioned land. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Parvel to furnish them with the Village Form VIIIXII in respect of the captioned land for the period 1931 to 2016. Upon receiving the balance VIIIXII extracts, if required, we will update the Title Certificate

to reflect Mutation Entry no.427.

8. Mutation Entry no.484 dated 1st January, 1958 records that since Venibai Atmaram Mhatre was not personally cultivating the captioned land, her name was deleted. The said mutation entry further records that Shankar Mhatre was cultivating the captioned land.
9. Since Shankar Bama Mhatre was cultivating the captioned land, his name was recorded as simple tenant vide Mutation Entry no.485 dated 1st January, 1958.
10. On perusal of Mutation Entry no.532 dated 24th April, 1961, it is seen that an Order bearing no.293 dated 16th February, 1961 has been passed by the Agricultural Land Tribunal and Upper Tehsildar, Parvel under Section 32G of Tenancy Act. As per the said Order, the name of Isubmiya Alimiya Patil, being owner, was mutated in the other rights column and name of Shankar Bama Mhatre, being tenant purchaser, was mutated in the holder's column of Village Form VII of inter alia the land bearing Survey no.90 Hissa no.0 and further, the charge of the purchase price was recorded in the other rights column. Since, we have not been furnished with the documents pertaining to the tenancy proceedings, we have no comments to offer on the same and as such we have relied upon the contents of the said mutation entry. However, we have been furnished with a certificate issued under Section 32M of the Tenancy Act recording the payment of the purchase price. The said certificate is detailed hereinafter. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Parvel to furnish them with inter alia the copies of the documents pertaining to the Section 32G proceedings and order passed under Section 32G. Upon receiving the aforementioned documents, we will update the Title Certificate accordingly.
11. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the

accordingly.

2. Mutation Entry no.208 dated 10th December, 1937 records that Gulam Babamiya Kazi expired in or around the year 1932 and was survived by his son Buranuddin Gulamuddin Kazi. Accordingly, the name of the son was mutated on record.
3. Upon perusal of Mutation Entry no.261 dated 10th February, 1946, it appears that one Alimiya Ahmed Patil was entitled to the land bearing Survey no.90 Hissa no.0 and that upon the demise of Alimiya Ahmed Patil on 4th December, 1945, he was survived by his sons (a) Isubmiya Alimiya, (b) Mehboobiya Alimiya, (c) Amin Alimiya, (d) Hajimiya Alimiya and (e) Abdul Kadir Alimiya. Accordingly, the names of the heirs were mutated on record.
4. The name of Bama Chahu Mhatre was recorded as protected tenant of the land bearing Survey no.90 Hissa no.0 vide Mutation Entry no.345 dated 2nd February, 1948.
5. Pursuant to Order no.5869/45 VII dated 17th May, 1950 passed under the provisions of the Fragmentation Act, the standard areas for the villages mentioned in the order were fixed. Accordingly, the captioned land, admeasuring less than the standard area, was declared to be a fragment vide Mutation Entry no.387 dated 15th June, 1951. Since we have not been furnished with a copy of the Order, we have relied upon the contents of the said mutation entry.
6. Mutation Entry no.407 dated 7th September, 1953 records that Bama Chahu Mhatre, the protected tenant, expired in or around the year 1949. Pursuant thereto, the name of his son Atmaram Bama Mhatre, as the Karta of the joint family, was mutated on record of inter alia the land bearing Survey no.90 Hissa no.0.
7. Mutation Entry no.427 dated 1st April, 1955 records that Atmaram Bama Mhatre expired on September 30, 1954 and was survived by his wife Venibai Atmaram Mhatre. Accordingly, the name of his wife was mutated on record of inter alia the land bearing Survey no.90 Hissa no.0. It is pertinent to note that the latest Village Form VII does not reflect the said mutation entry and the same should be updated

area of the captioned land was converted to Hectares - Ares.

12. Mutation Entry no.908 dated 25th February, 1984 records that Shankar Bama Mhatre expired on 27th May, 1983 and was survived by his sons (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre; daughters (e) Anandi Krishna Patil, (f) Ramubai Kana Patil; and wife (g) Parvati Shankar Mhatre. Accordingly, the names of the heirs were mutated on record.
13. Mutation Entry no.938 dated 17th October, 1986 records that Anandi Krishna Patil expired in the year 1986 and was survived by her sons (a) Sanjeev Krishna Patil, (b) Gautam Krishna Patil; daughters (c) Gulab Krishna Patil, (d) Chandrabhaga Krishna Patil, (e) Ranjana Krishna Patil; and husband (f) Krishna Sitaram Patil. It is also recorded that (a) to (e) being minors, are represented by their father (f) above. Accordingly, the names were mutated on record.
14. Mutation Entry no.2124 dated 2nd August, 1999 records that Parvatibai Shankar Mhatre expired in or around the year 1991 and was survived by (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Sanjeev Krishna Patil, (f) Gautam Krishna Patil, (g) Gulab Krishna Patil, (h) Chandrabhaga Krishna Patil, (i) Ranjana Krishna Patil and (j) Ramubai Kana Patil. Accordingly, the names of the heirs were mutated on record.
15. Pursuant to payment of purchase price by Shankar Bama Mhatre to Isubmiya Alimiya Patil and on receipt of the certificate bearing no.Tenancy/Kat/445/2007 registered with the office of the Sub-Registrar, Parvel - 1, at Serial no.5862 of 2007 and issued under Section 32M of the Tenancy Act, his charge was deleted from the records of the captioned land vide Mutation Entry no.2364 dated 1st August, 2007.
16. By and under an Agreement for Sale dated April 18, 2007 registered with the office of the Sub-Registrar, Parvel - 1, at Serial no.3218 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai

Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil and (k) Krishna Sitaram Patil, through their constituted attorney Laxman Mhatre, agreed to sell and transfer in favour of Milind Jaysing Pawar *inter alia* the captioned land, for the consideration and in the manner as stated therein. In furtherance of the aforementioned Agreement, the vendors also executed in favour of Milind Jaysing Pawar, a Power of Attorney dated 7th May, 2007, registered with the office of the Sub-Registrar, Parvel - 1, at Serial no.406 of 2007 to enable the attorney to undertake the acts, deeds and things mentioned therein *inter alia* in relation to the captioned land.

17. By and under a Deed of Assignment / Transfer dated 8th June, 2007 registered with the office of the Sub-Registrar, Parvel - 1, at Serial no.4676 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil, (k) Krishna Sitaram Patil, (l) Laxman Dattu Mhatre (for sell and as the attorney of (a) to (k) above); (m) Raghunath Kana Mhatre, (n) Padmakar Kana Mhatre, (o) Ananta Kana Mhatre, (p) Rohidas Changdev Mhatre, (q) Janardan Hari Mhatre (for sell and as the attorney of (m) to (p) above), (r) Prabhat Mukund Mhatre (for herself and as the guardian of her daughter Akshata and as the attorney of (s) to (u) below), (s) Mosmi Mukund Mhatre, (t) Monica Mukund Mhatre and (u) Shweta Mukund Mhatre (all the above through their power of attorney holder Milind Jaysing Pawar), with the consent of Milind Jaysing Pawar, agreed to sell, assign and transfer their respective right, title and interest *inter alia* in respect of the captioned land in favour of Dynasty Developers, for the consideration and in the manner as stated therein. In furtherance to the aforementioned Deed of Assignment / Transfer, a Power of Attorney dated 8th June, 2007 registered with the Sub-Registrar, Parvel at Serial no.4677 of 2007 was also executed in favour of Dynasty Developers (through its partners Kishor Govind Pale and Prakash Harakchand Parakh) to enable Dynasty Developers to do

mentioned therein *inter alia* in respect of the captioned land,

- iii. Irrevocable Power of Attorney dated 16th April, 2007, executed by Charpat Shankar Mhatre in favour of Laxman Dattu Mhatre, enabling the attorney to undertake the acts, deeds and things mentioned therein *inter alia* in respect of the captioned land. The said Power of Attorney does not appear to have been registered;
19. By and under a Release Deed dated 12th July, 2010 registered with the office of the Sub-Registrar, Parvel - 1, at Serial no.8512 of 2010, Dynasty Developers released in favour of (a) Brijbhushan Shivshankar Gupta, (c) Sangita Brijbhushan Gupta and (d) Minal Kunj Behari Gupta all their rights, claim and interest *inter alia* in respect of the captioned land in the manner and for the consideration mentioned therein. The said Release Deed *inter alia* states that under the said Deed of Assignment dated 8th June, 2007, the said Milind Jaysing Pawar was to perform and fulfill certain obligations as mentioned therein, however, the said Milind Jaysing Pawar failed and neglected to perform the said obligations and orally informed the Dynasty Developers that Dattu Shankar Mhatre and 10 others had already sold the captioned land, which was in blatant breach of the Deed of Assignment dated 8th June, 2007. Further, the said Release Deed recites that the said Releasees therein including Brijbhushan Shivshankar Gupta were not informed of the subsistence of the Deed of Assignment dated 8th June, 2007 at the time of execution of the Sale Deed dated 7th July, 2008 by the vendors therein and therefore in view of the aforesaid facts and with a view to avoid disputes, the said Releasees therein including Brijbhushan Shivshankar Gupta were not informed of the subsistence of the Deed of Assignment dated 8th June, 2007 in favour of Brijbhushan Shivshankar Gupta.
20. Mutation Entry no.2861 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for

certain acts, deeds and things mentioned therein *inter alia* in relation to the captioned land.

18. By and under a Sale Deed dated 7th July, 2008 registered with the office of the Sub-Registrar, Uran, at Serial no.5237 of 2008, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil and (k) Krishna Sitaram Patil (all through their power of attorney holder Milind Jaysing Pawar), with the confirmation of Milind Jaysing Pawar sold and transferred *inter alia* the captioned land admeasuring 00 Hectares 08 Ares in favour of Brijbhushan Shivshankar Gupta, for the consideration and in the manner as stated therein, which fact has been recorded under Mutation Entry no.2458 of 10th July, 2008. Annexed to the Sale Deed is a copy of the Order bearing no.Tenancy/Sale Permission/SR 811/2008 (Agriculture) dated 31st May, 2008 whereby the Sub-Divisional Officer, Parvel has granted its permission to the vendors to sell *inter alia* the captioned land to Brijbhushan Shivshankar Gupta for the purpose of agriculture only and on the terms mentioned therein. Also annexed to the Sale Deed are the following Irrevocable Powers of Attorney:
- Irrevocable Power of Attorney dated 15th February, 2007 authenticated before the Sub-Registrar, Parvel and recorded at Serial no.136 of 2007, executed by Dattu Shankar Mhatre, Sanjeev Krishna Patil, Chandrabhaga Krishna Patil and Ranjana Krishna Patil in favour of Laxman Dattu Mhatre, enabling the attorney to undertake the acts, deeds and things mentioned therein;
 - Irrevocable Power of Attorney dated 22nd March, 2007 authenticated by the Sub-Registrar, Parvel and noted at Serial no.226 of 2007, executed by (a) Revan Shankar Mhatre, (b) Mohan Shankar Mhatre, (c) Ramubai Kana Patil, (d) Gautam Krishna Patil, (e) Gulab Krishna Patil and (f) Krishna Sitaram Patil in favour of Laxman Dattu Mhatre to enable him to undertake the acts, deeds and things
- non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
21. Upon perusal of an extract of Mutation Entry no.2868 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the records of the captioned land should be updated to delete the said mutation entry.
22. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 494/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
23. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Parvel - 4, at Serial no.969 of 2016 read with Supplement to Indenture of Conveyance dated 30th January, 2016 registered with the office of the Sub-Registrar, Parvel - 4, at Serial no.970 of 2016, Brijbhushan Shivshankar Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta *inter alia* the captioned land admeasuring 00 Hectares 08 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2866 dated March 10, 2016. The Supplement to Indenture of Conveyance *inter alia* records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2856; however, on account of correction therein, Mutation Entry no.2866 was prepared.
24. Village Form VIII(XI) for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.90

Hissa no.0 admeasuring 00 Hectares 08 Ares. The other rights column reflects a remark of "fragment". The Company has informed us that since it is the owner of the lands contiguous to the fragment, the restrictions under the Bombay Prevention of Fragmentation & Consolidation of Holdings Act, 1947 do not apply.

25. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate, we are of the opinion that the Company is the owner of the land bearing Survey no.90 Hissa no.0 admeasuring 00 Hectares 08 Ares and the title of the Company to the captioned land is clear and marketable.

ff. Survey no.91 Hissa no.3 admeasuring 00 Hectares 40 Ares:

1. We have been furnished with the extracts of Village Form VII/XII for the period 1929-1930 to 1938-1939, 1964-1965 to 1994-1995; 1996-1997 to 2007-2008 and 2015-2016. Upon perusal of the VII/XII extract for the period 1929-1930 to 1938-1939, it is seen that the name of Budhi Halya Mundha is recorded as the holder of the captioned land. By and under an application dated 4th May, 2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the balance VII/XII extracts, if required, we will update the Title Certificate accordingly.
2. Mutation Entry no.371 dated 21st May, 1949 records that Budhi Halya Mundha expired in or around the year 1941 and was survived by his grandson Narayan Rama Mhatre. Accordingly, the name of the heir was mutated on record.
3. Mutation Entry no.688 dated 15th July, 1969 records that under a Sale Deed dated 5th April, 1969 registered with Sub-Registrar, Panvel at Serial no.922 of 1969, one Janu Bama Mhatre purchased the land bearing Survey no.91 Hissa no.3 admeasuring 00 Acres 40 Gunthas from (a) Narayan Rama Mhatre, (b) Dattu Rama Mhatre, (ii) Balaram Bama Mhatre and (d) Kisan Rama Mhatre for a consideration of

Rs 3,500/-. Accordingly, the name of Janu Bama Mhatre was mutated on record. Since we have not been furnished with a copy of the aforementioned Sale Deed, we have no comments to offer on the same and we have relied upon the contents of the said mutation entry.

4. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
5. Mutation Entry no.507 dated 25th February, 1984 records that Janu Bama Mhatre expired on 27th May, 1983 and was survived by his sons (a) Mukund Janu Mhatre, (b) Vishnu Janu Mhatre, (c) Kushendra Janu Mhatre; daughters (d) Shakuntala Harichandra Patil, (e) Suman Janardan Bhalekar; and wife (f) Banubai Janu Mhatre. Accordingly, the names of the heirs were mutated on records of the land bearing Survey no.91 Hissa no.3.
6. Mutation Entry no.2112 dated 3rd September, 1996 records that Mukund Janu Mhatre expired on 1st December, 1997 and was survived by (a) Prabhat Mukund Mhatre, (b) Mosami Mukund Mhatre, (c) Monica Mukund Mhatre, (d) Shweta Mukund Mhatre and (e) Akshata Mukund Mhatre. Accordingly, the names of the heirs were mutated on record.
7. By and under an Agreement to Sell dated 1st October, 2007 registered with Sub-Registrar Panvel - 1, at Serial no.7761 of 2007, (a) Vishnu Janu Mhatre, (b) Kushendra Janu Mhatre, (c) Prabhat Mukund Mhatre (for self and as the natural guardian of Akshata Mhatre), (d) Shakuntala Harichandra Patil, (e) Suman Janardan Bhalekar, (f) Banubai Janu Mhatre, (g) Mosami Mukund Mhatre, (h) Monica Mukund Mhatre and (i) Shweta Mukund Mhatre agreed to sell and transfer in favour of Sangita Brijbhushan Gupta and Adhiraj and Hammer Realty Private Limited inter alia the captioned land admeasuring 00 Hectares 40 Ares, for the consideration and in the

manner stated therein. The Agreement records that the land was sold for financial necessity of the family. The vendors also executed an Irrevocable Power of Attorney dated 1st October, 2007 registered with the office of the Sub-Registrar, Panvel at Serial no.788 of 2007 in favour of Sangita Brijbhushan Gupta inter alia granting her powers to undertake the acts, deeds and things mentioned therein in respect of the captioned land. Annexed to the Agreement is an Irrevocable Power of Attorney dated 30th July, 2007 authenticated before the Sub-Registrar, Panvel and noted at Serial no.637 of 2007 executed by Kushendra Janu Mhatre and Suman Janardan Bhalekar in favour of Eknath Dattu Mhatre thereby enabling the attorney to undertake the acts, deeds and things mentioned therein in respect of inter alia the captioned land.

8. By and under a Sale Deed dated 28th November, 2008 registered with the office of the Sub-Registrar, Uran at Serial no.8368 of 2008, (a) Vishnu Janu Mhatre (for self and as the natural guardian of Vinayak and Nikhil) (b) Kushendra Janu Mhatre (for self and as the natural guardian of Kajal, Komal, Nilesh and Minal Khushendra) (c) Banubai Janu Mhatre, (d) Shakuntala Harichandra Patil, (e) Suman Janardan Bhalekar, (f) Mosami Mukund Mhatre, (g) Monica Mukund Mhatre, (h) Shweta Mukund Mhatre (i) Prabhat Mukund Mhatre (for self and as the natural guardian behalf of Akshata), (j) Yashoda Kushendra Mhatre (k) Vidya Vishnu Mhatre with the confirmation of Adhiraj & Hammer Realty Private Limited sold and transferred in favour of Sangita Brijbhushan Gupta, inter alia the captioned land admeasuring 00 Hectares 40 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2512 dated 2nd May, 2009. The Sale Deed records that the lands were sold for financial necessity of the family.
9. By and under a Deed of Family Declaration dated 28th November, 2008 registered with the Sub-Registrar, Uran at Serial no.8376 of 2008, (a) Vishnu Janu Mhatre (for self and as the guardian father of Vinayak and Nikhil), (b) Kushendra Janu Mhatre (for self and as the guardian father of Kajal, Komal, Nilesh and Minal), (c) Prabhat Mukund Mhatre (for self and as a natural guardian of Akshata), (d) Shakuntala Hari Patil, (e) Suman Janardan Bhalekar, (f) Banubai

Janu Mhatre, (g) Mosami Mukund Mhatre, (h) Monica Mukund Mhatre, (i) Shweta Mukund Mhatre (j) Vidya Vishnu Mhatre and (k) Yashoda Kushendra Mhatre inter alia declared that the captioned land was jointly owned and possessed by them and that they have sold the captioned land to Sangita Brijbhushan Gupta under a Sale Deed dated 28th November, 2008 registered with the Sub-Registrar, Uran at Serial no.8368 of 2008.

10. By and under a Deed of Ratification dated 21st March, 2014 and registered with the office of the Sub-Registrar, Panvel - 4 at Serial no.3423 of 2014, Akshata Mukund Mhatre confirmed and ratified inter alia the aforementioned documents executed in respect of the captioned land.
11. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
12. Upon perusal of an extract of Mutation Entry no.2668 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the records of the captioned land should be updated to delete the said mutation entry.
13. Mutation Entry no.2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR 89, 90, 91, 92, 49/2013 dated 6th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
14. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.1000 of 2016 read with Supplement to Indenture of Conveyance dated 1st February, 2016 registered with the office of the Sub-

Registrar, Panvel – 4, at Serial no. 1001 of 2016, Sangita Brijbhushan Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta *inter alia* the captioned land admeasuring 00 Hectares 40 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2870 dated March 10, 2016. The Supplement to Indenture of Conveyance *inter alia* records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2860 dated 19th February, 2016; however, on account of correction therein, Mutation Entry no.2870 was prepared and the said Mutation Entry no.2860 was cancelled.

15. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.91 Hissa no.3 admeasuring 00 Hectares 40 Ares.
16. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate, we are of the opinion that the Company is the owner of the land bearing Survey no.91 Hissa no.3 admeasuring 00 Hectares 40 Ares and the title of the Company to the captioned land is clear and marketable.

99. Survey no.99 Hissa no.2 admeasuring 00 Hectares 14.20 Ares:

1. We have been furnished with extracts of Village Form VII/XII in respect of the captioned land for the period 1929-1930 to 1938-1939; 1964-1965 to 1994-1995; 1996-1997 to 2007-2008 and 2015-2016. Upon perusal of the VII/XII for the period 1929-1930 to 1938-1939, it is seen that the name of Begambibi Hussain Miya Bubere is reflected as the holder thereof. By and under an application dated 4th May,

fact has been recorded vide Mutation Entry no.277 dated 10th May, 1945.

6. The name of Bama Chahu Mhatre was recorded as protected tenant of the land bearing Survey no.99 Hissa no.2 vide Mutation Entry no.345 dated 2nd February, 1948.
7. Pursuant to Order no.5869/45 VII dated 17th May, 1950 passed under the provisions of the Fragmentation Act, the standard areas for the villages mentioned in the order were fixed. Accordingly, the captioned land, admeasuring less than the standard area, was declared to be a fragment vide Mutation Entry no.387 dated 15th June, 1951. Since we have not been furnished with a copy of the Order, we have relied upon the contents of the said mutation entry.
8. Mutation Entry no.396 dated 1st April, 1952 records that pursuant to oral partition between Mohammed Abdulla Kamruddin Patil and 5 others and pursuant to Order no.RTSSR dated 29th March, 1952, the land bearing Survey no.99 Hissa no.2 admeasuring 00 Acres 13.25 Gunthas came to the share of Mohammed Ibrahim Kamruddin Patil.
9. Mutation Entry no.407 dated 7th September, 1953 records that Bama Chahu Mhatre, the protected tenant, expired in or around the year 1949. Pursuant thereto, the name of his son Atmaram Bama Mhatre, as the Karta of the joint family, was mutated on record of *inter alia* the land bearing Survey no.99 Hissa no.2.
10. Mutation Entry no.427 dated 1st April, 1955 records that Atmaram Bama Mhatre expired on September 30, 1954 and was survived by his wife Venbai Atmaram Mhatre. Accordingly, the name of his wife was mutated on record of *inter alia* the land bearing Survey no.99 Hissa no.2. It is pertinent to note that the latest Village Form VII does not reflect the said mutation entry and the same should be updated to reflect Mutation Entry no.427.
11. Mutation Entry no.477 dated 1st January, 1958 does not pertain to the captioned land and the VII/XII should be updated to delete the same therefrom.
12. Mutation Entry no.484 dated 1st January, 1958 records that since

2016, the Company has requested the Tehsildar, Panvel to furnish them with the Village Form VII/XII in respect of the captioned land for the period 1931 to 2016. Upon receiving the balance VII/XII extracts, if required, we will update the Title Certificate accordingly.

2. We have been furnished with a certificate 5th June, 2010 issued by the Talathi, Rohinjan stating that mutation entries are available from Mutation Entry no.98 onwards. As such Mutation Entry no.48 has not been made available to us and we have relied upon the said certificate.
3. Mutation Entry no.213 dated 7th August, 1938 records that Khairjibi Mohammed Bubere expired on 21st July, 1936 and was survived by his daughter in law Begambibi Hussain Miya Bubere. Accordingly, the name of the heir was mutated on record. Mutation Entry no.261 dated 1st November, 1943 records that Begambibi Hussainmiya Bubere expired in or around the year 1940 and was survived by her brother in law Fakirmiya Abdul Razzak Farid.
4. By and under a Mortgage Deed dated 21st June, 1943 registered with the office of the Sub-Registrar, Panvel, at Serial no.881 of 1943, it is seen that one Fakirmiya Abdul Razzak Farid mortgaged *inter alia* the land bearing Survey no.99 Hissa no.2 in favour of one Kamruddin Mohammed Syed Patil to secure a loan of Rs.200/-, which fact has been recorded vide Mutation Entry no.253 dated 20th July, 1943. It is pertinent to note that there is no document evidencing reconveyance of the captioned land in favour of Fakirmiya Abdul Razzak Farid though he has subsequently dealt with the captioned land. In the absence of any documents in support thereof, we have relied upon the contents of the said mutation entry. Further, the Company has informed us that no claims / demands / objections on account of the aforementioned mortgage have been received by it till date.
5. By and under a Sale Deed dated 15th April, 1945 registered with the office of the Sub-Registrar, Panvel, at Serial no.445 of 1945, Mohammed Abdulla Kamruddin Patil purchased from Fakirmiya Abdul Razzak Farid *inter alia* the captioned land for Rs.600/-, which

fact has been recorded vide Mutation Entry no.277 dated 10th May, 1945.

6. The name of Bama Chahu Mhatre was recorded as protected tenant of the land bearing Survey no.99 Hissa no.2 vide Mutation Entry no.345 dated 2nd February, 1948.
7. Pursuant to Order no.5869/45 VII dated 17th May, 1950 passed under the provisions of the Fragmentation Act, the standard areas for the villages mentioned in the order were fixed. Accordingly, the captioned land, admeasuring less than the standard area, was declared to be a fragment vide Mutation Entry no.387 dated 15th June, 1951. Since we have not been furnished with a copy of the Order, we have relied upon the contents of the said mutation entry.
8. Mutation Entry no.396 dated 1st April, 1952 records that pursuant to oral partition between Mohammed Abdulla Kamruddin Patil and 5 others and pursuant to Order no.RTSSR dated 29th March, 1952, the land bearing Survey no.99 Hissa no.2 admeasuring 00 Acres 13.25 Gunthas came to the share of Mohammed Ibrahim Kamruddin Patil.
9. Mutation Entry no.407 dated 7th September, 1953 records that Bama Chahu Mhatre, the protected tenant, expired in or around the year 1949. Pursuant thereto, the name of his son Atmaram Bama Mhatre, as the Karta of the joint family, was mutated on record of *inter alia* the land bearing Survey no.99 Hissa no.2.
10. Mutation Entry no.427 dated 1st April, 1955 records that Atmaram Bama Mhatre expired on September 30, 1954 and was survived by his wife Venbai Atmaram Mhatre. Accordingly, the name of his wife was mutated on record of *inter alia* the land bearing Survey no.99 Hissa no.2. It is pertinent to note that the latest Village Form VII does not reflect the said mutation entry and the same should be updated to reflect Mutation Entry no.427.
11. Mutation Entry no.477 dated 1st January, 1958 does not pertain to the captioned land and the VII/XII should be updated to delete the same therefrom.
12. Mutation Entry no.484 dated 1st January, 1958 records that since

Venbai Atmaram Mhatre was not personally cultivating the captioned land, her name was deleted. The said mutation entry further records that Shankar Mhatre was cultivating the captioned land. It is pertinent to note that the said mutation entry does not appear on the latest VII/XII of the captioned land and the records should be updated to reflect the said mutation entry.

13. Since Shankar Bama Mhatre was cultivating the captioned land, his name was recorded as simple tenant vide Mutation Entry no.485 dated 1st January, 1958.
14. On perusal of Mutation Entry no.636 dated 6th January, 1967, it is seen that an Order bearing no.1502 has been passed by the Agricultural Land Tribunal and Upper Tehsildar, Panvel under Section 32G of Tenancy Act. As per the said Order, the name of Mohammed Ibrahim Kamruddin Patil, being owner, was mutated in the other rights column and name of Shankar Bama Mhatre, being tenant purchaser, was mutated in the holder's column of Village Form VII of the land bearing Survey no.99 Hissa no.2 and further, the charge of the purchase price was recorded in the other rights column.
15. It is recorded vide Mutation Entry no.697 (date is not mentioned) that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly, the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
16. Pursuant to payment of purchase price by Shankar Bama Mhatre to Mohammed Ibrahim Kamruddin Patil, his charge was deleted from the records of the captioned land vide Mutation Entry no.747 dated 26th March, 1972. It is pertinent to note that the said mutation entry is not reflected on the latest VII/XII of the captioned land and the same should be updated to reflect the Mutation Entry no.747. By and under an application dated 30th April, 2016, the Company has requested the Upper Tehsildar, Agricultural Land Tribunal, Panvel to furnish them with *inter alia* the copies of the documents pertaining to the Section 32G proceedings, order passed under Section 32G and

certificate issued under Section 32M. Upon receiving the aforementioned documents, we will update the Title Certificate accordingly.

17. Mutation Entry no.805 dated 16th July, 1974 records charge of Vividh Vikas Karyakari Society, Rohinjan in respect of loan of Rs 2,500/- availed of by Mahadu Bama Mhatre from the society. However, on repayment of the said loan by Dattu Shankar Mhatre, the charge and name of the Society is deleted from other rights' column of Village Form no. VII of the subject land vide Mutation Entry no.2342 dated 7th June, 2007.
18. Mutation Entry no.908 dated 25th February, 1984 records that Shankar Bama Mhatre expired on 27th May, 1983 and was survived by his sons (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, daughters (e) Anandi Krishna Patil, (f) Ramubai Kana Patil, and wife (g) Parvati Shankar Mhatre. Accordingly, the names of the heirs were mutated on record.
19. Mutation Entry no.938 dated 17th October, 1986 records that Anandi Krishna Patil expired in the year 1986 and was survived by her sons (a) Sanjeev Krishna Patil, (b) Gautam Krishna Patil; daughters (c) Gulab Krishna Patil, (d) Chandrabhaga Krishna Patil, (e) Ranjana Krishna Patil; and husband (f) Krishna Sitaram Patil. It is also recorded that (a) to (e) being minors, are represented by their father (f) above. Accordingly, the names were mutated on record.
20. Mutation Entry no.947 dated 15th February, 1987 does not pertain to the captioned land and the VIIIIX should be updated to delete the said mutation entry therefrom.
21. Mutation Entry no.2124 dated 2nd August, 1999 records that Parvatibai Shankar Mhatre expired in or around the year 1991 and was survived by (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Sanjeev Krishna Patil, (f) Gautam Krishna Patil, (g) Gulab Krishna Patil, (h) Chandrabhaga Krishna Patil, (i) Ranjana Krishna Patil and (j) Ramubai Kana Patil. Accordingly, the names of the heirs were

mutated on record.

22. By and under an Agreement for Sale dated April 18, 2007 registered with the office of the Sub-Registrar, Parvel - 1, at Serial no.3218 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil and (k) Krishna Sitaram Patil, through their constituted attorney Laxman Mhatre, agreed to sell and transfer in favour of Milind Jaysing Pawar *inter alia* the captioned land, for the consideration and in the manner as stated therein. In furtherance of the aforementioned Agreement, the vendors also executed in favour of Milind Jaysing Pawar, a Power of Attorney dated 7th May, 2007, registered with the office of the Sub-Registrar, Parvel - 1, at Serial no.406 of 2007 to enable the attorney to undertake the acts, deeds and things mentioned therein *inter alia* in relation to the captioned land.
23. By and under a Deed of Assignment / Transfer dated 8th June, 2007 registered with the office of the Sub-Registrar, Parvel - 1, at Serial no.4676 of 2007, (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil (k) Krishna Sitaram Patil, (l) Laxman Dattu Mhatre (for self and as the attorney of (a) to (k) above); (m) Raghunath Kana Mhatre, (n) Padmakar Kana Mhatre, (o) Ananta Kana Mhatre, (p) Rohidas Changdev Mhatre, (q) Janardan Han Mhatre (for self and as the attorney of (m) to (p) above), (r) Prabhat Mukund Mhatre (for herself and as the guardian of her daughter Akshata and as the attorney of (s) to (u) below), (s) Mosmi Mukund Mhatre, (t) Monica Mukund Mhatre and (u) Shweta Mukund Mhatre (all the above through their power of attorney holder Milind Jaysing Pawar), with the consent of Milind Jaysing Pawar, agreed to sell, assign and transfer their respective right, title and interest *inter alia* in respect of the captioned land in favour of Dynasty Developers, for the consideration and in the manner as stated therein. In furtherance

to the aforementioned Deed of Assignment / Transfer, a Power of Attorney dated 8th June, 2007 registered with the Sub-Registrar, Parvel at Serial no.4677 of 2007 was also executed in favour of Dynasty Developers (through its partners Kishor Govind Pale and Prakash Harakchand Parakh) to enable Dynasty Developers to do certain acts, deeds and things mentioned therein *inter alia* in relation to the captioned land.

24. By and under a Sale Deed dated 7th July, 2008 registered with the office of the Sub-Registrar, Uran, at Serial no.5237 of 2008 (a) Dattu Shankar Mhatre, (b) Charpat Shankar Mhatre, (c) Revan Shankar Mhatre, (d) Mohan Shankar Mhatre, (e) Ramubai Kana Patil, (f) Sanjeev Krishna Patil, (g) Gautam Krishna Patil, (h) Gulab Krishna Patil, (i) Chandrabhaga Krishna Patil, (j) Ranjana Krishna Patil and (k) Krishna Sitaram Patil (all through their power of attorney holder Milind Jaysing Pawar), with the confirmation of Milind Jaysing Pawar sold and transferred *inter alia* the captioned land admeasuring 00 Hectares 14.20 Ares in favour of Brijbhushan Shivshankar Gupta, for the consideration and in the manner as stated therein, which fact has been recorded under Mutation Entry no.2458 of 10th July, 2008. Annexed to the Sale Deed is a copy of the Order bearing no.Tenancy/Sale Permission/SR 811/2008 (Agriculture) dated 31st May, 2008 whereby the Sub-Divisional Officer, Parvel has granted its permission to the vendors to sell *inter alia* the captioned land to Brijbhushan Shivshankar Gupta for the purpose of agriculture only and on the terms mentioned therein. Also annexed to the Sale Deed are the following Irrevocable Powers of Attorney:

- i. Irrevocable Power of Attorney dated 15th February, 2007 authenticated before the Sub-Registrar, Parvel and recorded at Serial no.136 of 2007, executed by Dattu Shankar Mhatre, Sanjeev Krishna Patil, Chandrabhaga Krishna Patil and Ranjana Krishna Patil in favour of Laxman Dattu Mhatre, enabling the attorney to undertake the acts, deeds and things mentioned therein;
- ii. Irrevocable Power of Attorney dated 22nd March, 2007 authenticated by the Sub-Registrar, Parvel and noted at

Serial no.226 of 2007, executed by (a) Revan Shankar Mhatre, (b) Mohan Shankar Mhatre, (c) Ramubai Kana Patil, (d) Gautam Krishna Patil, (e) Gulab Krishna Patil and (f) Krishna Sitaram Patil in favour of Laxman Dattu Mhatre to enable him to undertake the acts, deeds and things mentioned therein *inter alia* in respect of the captioned land;

- iii. Irrevocable Power of Attorney dated 16th April, 2007, executed by Charpat Shankar Mhatre in favour of Laxman Dattu Mhatre, enabling the attorney to undertake the acts, deeds and things mentioned therein *inter alia* in respect of the captioned land. The said Power of Attorney does not appear to have been registered;
25. By and under a Release Deed dated 12th July, 2010 registered with the office of the Sub-Registrar, Parvel - 1, at Serial no.8512 of 2010, Dynasty Developers released in favour of (a) Brijbhushan Shivshankar Gupta, (c) Sangita Brijbhushan Gupta and (d) Minal Kurj Behari Gupta all their rights, claim and interest *inter alia* in respect of the captioned land in the manner and for the consideration mentioned therein. The said Release Deed *inter alia* states that under the said Deed of Assignment dated 8th June, 2007, the said Milind Jaysing Pawar was to perform and fulfill certain obligations as mentioned therein, however, the said Milind Jaysing Pawar failed and neglected to perform the said obligations and orally informed the Dynasty Developers that Dattu Shankar Mhatre and 10 others had already sold the captioned land, which was in blatant breach of the Deed of Assignment dated 8th June, 2007. Further, the said Release Deed recites that the said Releasees therein including Brijbhushan Shivshankar Gupta were not informed of the subsistence of the Deed of Assignment dated 8th June, 2007 at the time of execution of the Sale Deed dated 7th July, 2008 by the vendors therein and therefore in view of the aforesaid facts and with a view to avoid disputes, the said Releaseors therein agreed to release all their claims, rights, interest, charges, etc. in the captioned land under the Deed of Assignment dated 8th June, 2007 in favour of Brijbhushan Shivshankar Gupta.

26. Mutation Entry no.2661 dated 10th January, 2011 records that vide Order bearing no.Masha/LNA 1(B)/SR 56/2010 dated 7th January, 2011, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
27. Upon perusal of an extract of Mutation Entry no.2666 dated 1st February, 2011, it is seen that the same does not pertain to the captioned land and the records of the captioned land should be updated to delete the said mutation entry.
28. Mutation Entry no. 2788 dated March 4, 2014 records that vide Order bearing no.Masha/LNA 1(B)/SR B9, 90, 91, 92, 494/2013 dated 8th February, 2014, permission has been granted to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the captioned land) admeasuring 15 Hectares 74.50 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order.
29. By and under a Indenture of Conveyance dated 10th August, 2015 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.969 of 2016 read with Supplement to Indenture of Conveyance dated 30th January, 2016 registered with the office of the Sub-Registrar, Panvel - 4, at Serial no.970 of 2016, Brijbhushan Shivshankar Gupta sold and transferred in favour of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta *inter alia* the captioned land admeasuring 00 Hectares 14.2 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.2866 dated March 10, 2016. The Supplement to Indenture of Conveyance *inter alia* records that due to increase in FSI and the consequent enhancement in the market value, the parties agreed to increase the consideration to be paid to the vendor. The Company has informed us that the entire consideration has been received by the vendor. The said mutation entry records that the aforementioned transaction was recorded vide Mutation Entry no.2856, however, on account of

correction therein, Mutation Entry no.2866 was prepared.

30. Village Form VII/XII for the period 2015-2016 reflects the name of Adhiraj Construction Private Limited, through its director Brijbhushan Shivshankar Gupta as the holder of the land bearing Survey no.99 Hissa no.2 admeasuring 00 Hectares 14.20 Ares. The other rights column reflects a remark of "fragment". The Company has informed us that since it is the owner of the lands contiguous to the fragment, the restrictions under the Bombay Prevention of Fragmentation & Consolidation of Holdings Act, 1947 do not apply.
31. In light of what is discussed above and subject to the observations made by us herein and further subject to the mortgage as stated in the Mortgage section of this Title Certificate and compliance of all the permissions / approvals as stated in Permission / Approval section of this Title Certificate (including the obligation of the Company to handover / transfer the area mentioned therein to MMRDA / concerned authority), we are of the opinion that the Company is the owner of the land bearing Survey no.99 Hissa no.2 admeasuring 00 Hectares 14.20 Ares and the title of the Company to the captioned land is clear and marketable.

E. SEARCH REPORT:

We have caused the searches to be taken at the office of Sub-Registrar of Assurances at Mumbai, Alibaug and Panvel from the year 1961 to 2016 and reports dated 17th May, 2016 and 7th October, 2016 in respect thereof issued by our Search Clerk Mr. Sameer M. Sawant are annexed hereto and marked as **Annexure "A1"** and **"A2"** respectively. All the documents as listed therein have been described in the paragraph titled as 'Chain of Title' and 'Mortgage' above, save and except the documents as mentioned below, for which we have applied for the certified true copies and the same are awaited:-

1. Tenancy Agreement dated 30th November, 1966 executed between The Government and Mr. Krishna Aaba Mhatre and bearing Registration No. Alibaug 1277/58/55 of 1966. Though the document is not available, the same is referred to in Mutation Entry no.550 mentioned in our observations in respect of Survey no.76 Hissa no.1;
2. Possession Mortgage Deed dated 25th January, 1967 executed between

- Venibal Almaram Mhatre for herself and as HUF and K. Co-op. Private Land Development Bank Ltd., Pan and bearing Registration No. Alibaug-79 of 1967; and
3. Lease Deed dated 25th January, 1967 executed between Venibal Almaram Mhatre for herself and as HUF and K. Co-op. Private Land Development Bank Ltd., Pan and bearing Registration No. Alibaug-80 of 1967.

As regards the documents mentioned at Serial no.2 and 3 above, please see our observations set out in respect of Mutation Entry nos.702 and 877 in the section dealing with Survey no.86 Hissa no.2.

We have not reviewed the aforesaid documents listed at serial no.(1) to (3) and therefore we are unable to comment in respect thereof.

F. SEARCH WITH THE REGISTRAR OF COMPANY:

We have caused searches of the relevant documents in respect of the registered charges of the Company as may be available for inspection on the portal of Ministry of Corporate Affairs on May 27, 2016 and on September 26, 2016. The charges / mortgage as mentioned below in respect of the said Land have been reflected in the Search Reports dated June 9, 2016 and September 28, 2016 issued by Jayshree Dagli & Associates and annexed hereto and marked as **Annexure "B1"** and **"B2"** respectively:

1. The mortgage created under First Mortgage Deed i.e. Indenture of Mortgage dated 19th March, 2014 and Second Mortgage Deed by the Company in favour of Kotak Mahindra Investment Limited to the extent of Rs.60 crores working capital term loan and Rs.50 Crores respectively as more particularly set out in the Charges / Mortgages paragraph of this Title Certificate;
2. Charge / Mortgage created under the Fourth Mortgage Deed i.e. Indenture of Mortgage dated 6th February, 2015 executed by the Company in favour of Kotak Mahindra Bank Limited for securing repayment of working capital term loan to the extent of Rs.40 crores. It may be noted that initially the charge/mortgage was created in respect of some other property held by the Company, but as observed by us in the Charges / Mortgages paragraph hereinbelow that consequently by and under the Mortgage Deed for Additional Security dated 15th June, 2015, the portion of the said Land has also been provided as additional security for securing the repayment of the

aforesaid working capital term loan. However, the said Deed of Mortgage for Additional Security dated 15th June, 2015 is not reflected in ROC Search Report.

3. Charge / Mortgage created under the 2016 Mortgage i.e. Indenture of Mortgage dated July 25, 2016 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.5149 of 2016 by the Company in favour of Kotak Mahindra Bank Limited to the extent of Rs.15 crores loan as more particularly set out in the Charges / Mortgages paragraph of this Title Certificate.

G. LITIGATION:

Special Civil Suit no.653 of 2007 has been filed before the Civil Judge, Senior Division, Panvel by Gurukrupa Associates against: (1) Raghunath Kana Mhatre, (2) Padmakar Kana Mhatre, (3) Anant Kana Mhatre, (4) Janardan Hari Mhatre, (5) Rohidas Changdev Mhatre, (6) Brijbhushan Shivshankar, (7) Restrocape Infrastructure Limited, (8) M/s. Blue Circle Infratech through its partners Vijay Raichand Nancy, James D'Silva, Akshay Bansal Arora and Ajay Raichand Nancy, (9) Devisha Infrastructure Private Limited and (10) The Manager, The Raigad District Central Co-operative Bank Limited for specific performance, permanent injunction and in the alternate for damages. The suit pertains to the lands bearing Survey no.67 Hissa no.4 admeasuring 00 Hectares 23 Ares, Survey no.68 Hissa no.4 admeasuring 00 Hectares 25.3 Ares and Survey no.92 Hissa no.3 admeasuring 00 Hectares 70 Ares (collectively the **"Suit Property"**). Survey no.92 Hissa no.3 is not the subject matter of this Title Certificate. The Plaintiff has *inter alia* contended that:

- a. The Defendants no.(1) to (5) had, for financial necessity of the family, agreed to sell the Suit Property to the Plaintiff in terms of the Agreement dated 4th February, 2006;
- b. The Plaintiff has from time to time, paid to the Defendants no.(1) to (5) an aggregate amount of Rs.1,85,500/-, being part of the entire consideration;
- c. The Defendants no.(1) to (5) have not fulfilled their obligations as set out in the Agreement dated 4th February, 2006.

- d. By and under an Agreement for Sale dated 3rd May, 2007 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.4042 of 2007, the Defendants no (1) to (5) agreed to sell the lands bearing Survey no.67 Hissa no.4 and Survey no.68 Hissa no.4 (mentioned as Hissa no.45) in favour of [Defendant no.5a] and thereafter, by and under a Sale Deed dated 9th July, 2008 registered with the office of the Sub-Registrar, Uran no.2, at Serial no.5289 of 2008, Defendant nos.5 and 5a sold and transferred the aforementioned lands in favour of Brijbhushan Shivshankar (Defendant no.6);
- e. Thereafter, Defendant no.9 availed of loan of Rs.10,00,00,000/- from Defendant no.10 by mortgaging *inter alia* the Suit Property.

We have been informed by the Company that Survey no.67 Hissa no.4 and Survey no.68 Hissa no.4 do not form part of the aforementioned mortgage transaction. Further, upon perusal of the amended plaint, it appears that the mortgage may be pertaining only to the land bearing Survey no. Survey no.92 Hissa no.3 out of the Suit Property since as per the amended plaint, Defendant no.9 does not appear to be entitled to the lands bearing Survey no.67 Hissa no.4 and Survey no.68 Hissa no.4.

The Plaintiff has *inter alia* prayed for (a) declaration that the Agreement dated 4th February, 2006 is binding on the Defendants and that a Sale Deed in respect of the Suit Property be executed in favour of the Plaintiff (b) Cancellation of the Sale Deed dated 9th December 2006 executed between Defendants no.(1) to (5) and (6); and (c) Restraining the Defendants from creating any third party rights in the Suit Property. The suit is currently pending. We have been informed by the Company that no orders adverse to the Company and / or the lands bearing Survey no.67 Hissa no.4 and Survey no.68 Hissa no.4 have been passed in the said suit till date. Upon perusal of an extract obtained from the Registrar of Firms in respect of M/s. Gurukrupa Associates, it appears that the firm was registered in the year 2008 i.e. after filing of the suit. Defendant no.6 has filed its objection on 28th June, 2016 *inter alia* requesting the Court to frame the preliminary issue of whether the Court has jurisdiction to implement the Agreement dated 4th February 2006 and further, whether the Court has jurisdiction to try the suit in view of Section 69 of the Indian Partnership Act, 1932 since the suit could not have been filed by Gurukrupa Associates as it was not a registered firm at the time of filing of the suit. It is pertinent

to note that subsequent registration of the partnership firm will not cure the defect which existed at the time of filing of the suit.

H. PUBLIC NOTICE:

At the instructions of the Company, we have caused notice to be published in the 10th March, 2016 Mumbai edition of the newspapers The Times of India (Classified) and Navshakti, inviting objections to the title of the Company to the said Lands. Pursuant thereto, we have received one objection / claim from Advocate Smruti Sandeep Karmat. By and under letter dated 23rd March, 2016 addressed by Advocate Smruti Sandeep Karmat to us, the said Advocate Smruti Sandeep Karmat, at the instructions and on behalf of her client Gurukrupa Associates through their partner Satwidersingh Sohansingh Pabla, *inter-alia* stated that her clients Gurukrupa Associates have an agreement in respect of Survey No. 67/4 and 68/4 and substantial consideration has been paid by the said Gurukrupa Associates to the owners of the aforementioned land for the purpose of transfer and sale thereof in favour of the said Gurukrupa Associates and therefore raised objections / claims in respect of the aforesaid land. We have by and under our letter dated 23rd May, 2016 addressed to Advocate Smruti Sandeep Karmat replied to her aforesaid letter dated 23rd March, 2016. Under our said letter dated 23rd May, 2016 we have *inter-alia* at the instruction of and on behalf of the Company stated that the alleged claim / objection raised by Gurukrupa Associates under the said letter dated 23rd March, 2016 is vague and there are no notarized documentary proof in respect thereof have been forwarded to us in support thereof and therefore the said alleged claim / objection has been denied by the Company. Thereafter, Advocate Smruti Sandeep Karmat has again replied to our letter dated 23rd May, 2016 *inter-alia* calling upon the Company to furnish her with the documents under which the Company has acquired title to the lands mentioned therein. We have under our letter dated July 29, 2016, at the instruction of and on behalf of the Company, stated that no notarized documentary proof in respect of the alleged claim has been forwarded to us and therefore the said alleged claim is disregarded and deemed to have been waived and/or abandoned. Further, Advocate Smruti Sandeep Karmat has vide her reply dated August 17, 2016 replied to our letter dated July 29, 2016 *inter-alia* calling upon the Company to furnish her with the documents under which the Company has acquired title to the lands mentioned therein and further, to attend the office of her clients to inspect the documents. We have under our letter dated October 25, 2016 at the instruction of and on behalf of the Company, repeated and reiterated our earlier replies and further stated that her clients have failed to produce any

supporting notarized documents and as such their claim is disregarded and deemed to have been waived and / or abandoned. Thereafter, no further notice / letter / communication have been received from Advocate Smruti Sandeep Karmat.

I. CHARGES / MORTGAGES:

1. KOTAK MAHINDRA INVESTMENT LIMITED

- (a) By and under Indenture of Mortgage dated 19th March, 2014 registered with the office of the Sub-Registrar of Assurances at Panvel under Serial No. PVL/1479 of 2014 and entered into between Brijbhushan Gupta, Sangeeta Brijbhushan Gupta, Kunjbehari Brijbhushan Gupta and Minal Kunjbehari Gupta (therein referred to as the Mortgagors) of the One Part and Kotak Mahindra Investment Limited (therein referred to as 'the Mortgagee') of the Other Part ("First Mortgage Deed"), the said Mortgagors *inter-alia* mortgaged part of the said Land being land admeasuring 1,15,206.72 square meters bearing Survey No. 76 Hissa No.1, Survey No.77 Hissa No. 2, Survey No. 79 Hissa No.3, Survey No. 69 Hissa No. 0 (part), Survey No. 70 Hissa No.1, Survey No. 70 Hissa No.2, Survey No. 71 Hissa No.2, Survey No. 71 Hissa No.3, Survey No. 71 Hissa No.4, Survey No. 72 Hissa No. 1A, Survey No. 72 Hissa No. 1B, Survey No. 72 Hissa No.3, Survey No. 76 Hissa No. 2 (1), Survey No. 76 Hissa No. 2 (2), Survey No. 77 Hissa No.1, Survey No. 86 Hissa No. 1, Survey No. 86 Hissa No.2, Survey No. 88 Hissa No. 0, Survey No. 89 Hissa No. 1, Survey No. 89 Hissa No. 2, Survey No. 90 Hissa No. 0, Survey No. 91 Hissa No. 3 situate at Village Rohinjan, Taluka Panvel, Dist. Raigad for *inter-alia* securing the repayment of working capital term loan to the extent of Rs.60 crores availed by the Company from Kotak Mahindra Investment Limited on the terms and conditions as mentioned therein.
- (b) By and under Indenture of Rectification dated 31st May, 2014 registered with the office of the Sub-Registrar of Assurances at Panvel under Serial No. PVL-1/2765 of 2014 and entered into between Brijbhushan Gupta (therein referred to as 'the Mortgagor No.1'), Sangeeta Brijbhushan Gupta (therein referred to as 'the Mortgagor No.2'), Kunjbehari Brijbhushan Gupta (therein referred to

as 'the Mortgagor No.3'), Minal Kunjbehari Gupta (therein referred to as 'the Mortgagor No.4'), the Company (therein referred to as 'the Mortgagor No.5') of the One Part and Kotak Mahindra Investment Limited (therein referred to as 'the Mortgagee') of the Other Part, certain inaccuracies in the aforesaid First Mortgage Deed were rectified as more particularly set out therein which in inter-alia included rectification of certain annexure as earlier annexed to the aforesaid First Mortgage Deed.

- (c) By and under Deed of Mortgage dated 11th February, 2016 registered with the office of the Sub-Registrar of Assurances at Panvel under Serial No. PVL-4/1385 of 2016 and entered into between the Company (therein referred to as 'the Mortgagor') of the One Part and Kotak Mahindra Investments Limited (therein referred to as 'the Mortgagee') of the Other Part ("Second Mortgage Deed"), the Company inter-alia created mortgage in respect of 1,15,206.72 square meters and bearing Survey No. 76 Hissa No.1, Survey No. 77 Hissa No.2, Survey No. 79 Hissa No.3, Survey No.69 Hissa No.0 (part), Survey No.70 Hissa No.1, Survey No. 70 Hissa No.2, Survey No. 71 Hissa No.2, Survey No. 71 Hissa No.3, Survey No. 71 Hissa No.4, Survey No. 72 Hissa No. 1A, Survey No. 72 Hissa No. 1B, Survey No. 72 Hissa No.3, Survey No. 76 Hissa No. 2 (1), Survey No. 76 Hissa No. 2 (2), Survey No. 77 Hissa No.1, Survey No. 86 Hissa No.1, Survey No. 86 Hissa No. 2, Survey No. 88 Hissa No. 0, Survey No. 89 Hissa No.1, Survey No. 89 Hissa No. 2, Survey No. 90 Hissa No. 0, Survey No. 91 Hissa No.3 situate at Village Rohinjan, Taluka Panvel, District Raigad, Maharashtra together with FSI benefits from the rental housing scheme approved by MMRDA for securing additional working capital term loan to the extent of Rs.50 crore granted by the said Kotak Mahindra Investment Limited to the Company on the terms and conditions as mentioned therein.
- (d) By and under letter dated 3rd May, 2016 addressed by Kotak Mahindra Investments Limited to Minal Kunjbehari Gupta, Sangita Brijbhushan Gupta, Mr. Brijbhushan Shivshankar Gupta and Kunj Behari Gupta (herein collectively referred to as the Released Mortgagors) and the Company (therein referred to as the Borrower

/ 'the Mortgagor'), pursuant to Minal Kunjbehari Gupta, Sangita Brijbhushan Gupta, Mr. Brijbhushan Shivshankar Gupta and Kunj Behari Gupta having sold their right, title and interest in the mortgaged properties under various deeds and documents to the Company, the said Kotak Mahindra Investments Limited released the said Released Mortgagors under the First Mortgage Deed read along with the aforesaid indenture of Rectification dated 31st May, 2014.

2. KOTAK MAHINDRA BANK LIMITED

- (a) By and under Indenture of Mortgage dated 16th December, 2011 registered with the Sub Registrar of Panvel under Serial No. PVL-3/12313 of 2011, entered into between Minal Kunjbehari Gupta, Sangita Brijbhushan Gupta and Mr. Brijbhushan Shivshankar Gupta (collectively therein referred to as the Mortgagors) of the one part and Kotak Mahindra Bank Limited (therein referred to as the Mortgagee) of the other part ("Third Mortgage Deed"), the said Mortgagors therein inter-alia mortgaged land admeasuring about 26.88 Acres or thereabouts bearing Survey Nos. 71/2, 70/1, 76/2(2), 70/2, 69/0, 68/2, 67/1, 76/2(1), 64(2), 71(4), 77/1, 88/0, 89/1, 90/0, 99/2, 68/1B, 86/2, 91/3, 89/2, 72/3, 67/4, 68/4, 72/1A, 71/3, 72/1B, 86/1 and 68/1A in favour of Kotak Mahindra Bank Limited to secure the facility to the extent of Rs.65 crores advanced by Kotak Mahindra Bank Limited to the Company on the terms and conditions as mentioned therein.
- (b) By and under Deed of Rectification for Mortgage Deed dated 7th January, 2012 registered with the Sub Registrar of Panvel under Serial No. PVL-3/00286 of 2013 entered into between Minal Kunjbehari Gupta, Sangita Brijbhushan Gupta and Mr. Brijbhushan Shivshankar Gupta (collectively therein referred to as 'the Mortgagors') of the one part and Kotak Mahindra Bank Limited (therein referred to as 'the Mortgagee') of the other part, the parties thereto inter-alia referred to the Third Mortgage Deed and under the said Deed of Rectification for Mortgage Deed dated 7th January, 2012, certain errors as mentioned in annexures to the Third Mortgage Deed were rectified as more particularly set out therein.

- (c) By and under Deed of Re-conveyance dated 22nd October, 2013 registered with the Sub- Registrar of Panvel under Serial No. PVL-3/7751 of 2013 entered into between Kotak Mahindra Bank Limited (therein referred to as 'the Mortgagee') of the One Part and Minal Kunjbehari Gupta, Sangita Brijbhushan Gupta and Mr. Brijbhushan Shivshankar Gupta (collectively therein referred to as the Mortgagors) of the other part, the parties thereto inter-alia referred to the Third Mortgage Deed and further recorded that the said Mortgagors therein had to hand over certain portion of the land mortgaged under the Third Mortgage Deed to MMRDA for its rental housing scheme and accordingly therefore, the said Mortgagee therein re-granted, reassured, re-conveyed, released and retransferred unto the Mortgagors therein a portion of the said Land as mortgaged under the said Indenture of Mortgage dated 16th December, 2011 being land admeasuring 28,164.46 square meters and bearing Survey Nos. 64/2, 99/2, 67/1, 67/4, 68/1A, 68/1B, 68/2, 68/4 and 69/0.
- (d) By and under Deed of Re-conveyance dated 27th November, 2014 registered with the Sub Registrar of Panvel under Serial No. PVL-3/6640 of 2014 by and between Kotak Mahindra Bank Limited (therein referred to as 'the Lender') of the one part, in favour of the Company (therein referred to as 'the Borrower') and Minal Kunjbehari Gupta, Sangita Brijbhushan Gupta and Mr. Brijbhushan Shivshankar Gupta (collectively therein referred to as 'the Mortgagors') of the other part, the said Lenders pursuant to the payment of the full amounts due by the said Borrower to the said Lender, inter-alia re-conveyed, retransferred, reassigned, reassured and released unto the said Mortgagors therein the entire land mortgaged under the Third Mortgage Deed to the Company.
- (e) By and under Indenture of Mortgage dated 6th February, 2015 registered with the office of the Sub-Registrar of Assurances at Panvel under Serial No. PVL-2/1136 of 2015 and entered into between the Company (therein referred to as 'the Mortgagor') of the One Part and Kotak Mahindra Bank Limited (therein referred to as the Mortgagee) of the Other Part ("Fourth Mortgage Deed"), the

Company inter-alia mortgaged certain other properties owned by the Company at Kharghar to secure the repayment of the principal amount of facility to the extent of Rs.40 crores granted by Kotak Mahindra Bank Limited to the Company on the terms and conditions as mentioned therein.

- (f) By and under Deed of Mortgage for Additional Security dated 15th June, 2015 registered with the office of the Sub-Registrar of Assurances at Panvel under Serial No. PVL-2/5075 of 2015 entered into between Brijbhushan Gupta, Sangeeta Brijbhushan Gupta, Kunjbehari Brijbhushan Gupta and the Company (therein collectively referred to as 'the Mortgagors') of the One Part and Kotak Mahindra Bank Limited (therein referred to as 'the Mortgagee') of the Other Part, the parties thereto inter-alia referred to the Fourth Mortgage Deed and inter-alia recorded that certain additional securities were offered by the Mortgagor therein to secure the facility as mentioned in the Fourth Mortgage Deed and under the said Deed of Mortgage for Additional Security dated 15th June, 2015, the Mortgagors therein inter-alia created mortgage on part of the said Land being land admeasuring 1,15,206.72 square meters bearing Survey No. 76 Hissa No.1, Survey No. 77 Hissa No.2, Survey No. 79 Hissa No.3, Survey No.69 Hissa No.0 (part), Survey No.70 Hissa No.1, Survey No. 70 Hissa No.2, Survey No. 71 Hissa No.2, Survey No. 71 Hissa No.3, Survey No. 71 Hissa No.4, Survey No. 72 Hissa No. 1A, Survey No. 72 Hissa No. 1B, Survey No. 72 Hissa No.3, Survey No. 76 Hissa No. 2 (1), Survey No. 76 Hissa No. 2 (2), Survey No. 77 Hissa No. 1, Survey No. 86 Hissa No.1, Survey No. 86 Hissa No. 2, Survey No. 88 Hissa No. 0, Survey No. 89 Hissa No.1, Survey No. 89 Hissa No. 2, Survey No. 90 Hissa No. 0, Survey No. 91 Hissa No.3 situate at Village Rohinjan, Taluka Panvel, District Raigad, Maharashtra together with FSI benefits from the rental housing scheme approved by MMRDA on the terms and conditions as mentioned therein and to be held as pari-passu charge on the Kotak Mahindra Investment Limited.

By and under letter dated 3rd May, 2016 addressed by Kotak Mahindra Bank Limited to Minal Kunjbehari Gupta, Sangita

Brijbhushan Gupta, Mr. Brijbhushan Shivshankar Gupta and Kunj Behan Gupta (herein collectively referred to as 'the Released Mortgagors') and the Company (herein referred to as 'the Borrower' / 'the Mortgagor'), pursuant to Minal Kunjbehari Gupta, Sangita Brijbhushan Gupta, Mr. Brijbhushan Shivshankar Gupta and Kunj Behan Gupta having sold their right, title and interest in the mortgaged properties under various deeds and documents, the said Kotak Mahindra Bank Limited released the said Released Mortgagors under the Fourth Mortgage Deed read along with Deed of Mortgage for Additional Security dated 15th June, 2015.

- (g) By and under an indenture of Mortgage dated July 25, 2016 registered with the office of the Sub-Registrar, Panvel - 1, at Serial no.5149 of 2016 (the "2016 Mortgage"), the Company granted, transferred and assured by way of mortgage unto Kotak Mahindra Bank Limited, as pari passu mortgage and charge, without possession, the lands bearing Survey nos./Hissa nos.69, 70/1, 70/2, 71/2, 71/3, 71/4, 72/1A, 72/1B, 72/3, 76 * 76/2*, 76/2(2), 77/1, 77/2, 79/3, 86/1, 86/2, 88/0, 89/1, 89/2, 90/0 and 91/3 admeasuring in the aggregate 1,15,206.72 square meters alongwith certain other properties mentioned therein and charge on receivables as security for repayment of the loan to the extent of Rs.15,00,00,000/- availed of by the Company, on the terms and conditions mentioned therein.

3. KOTAK MAHINDRA PRIME LIMITED:

By and under an Indenture of Mortgage dated 28th September, 2016 registered with the office of the Sub-Registrar of Assurances at Panvel under Serial No. PVL-4/8689 of 2016 and entered into between the Company, Brijbhushan Gupta, and Kunj Behan Gupta (herein referred to as the Mortgagors) of the One Part and Kotak Mahindra Prime Limited (herein referred to as 'the Lender' or 'the Mortgagee') of the Other Part, the Company inter alia granted, transferred and assured by way of mortgage, unto the Mortgagee and charge without possession inter-alia part of the said Land being land admeasuring 1,15,206.72 square meters bearing Survey No. 76 Hissa No 1, Survey No.77 Hissa No. 2, Survey No. 79 Hissa No.3, Survey No. 69 Hissa No. 0 (part), Survey No. 70 Hissa No.1, Survey No. 70 Hissa

No.2, Survey No. 71 Hissa No.2, Survey No. 71 Hissa No.3, Survey No. 71 Hissa No.4, Survey No. 72 Hissa No. 1A, Survey No. 72 Hissa No. 1B, Survey No. 72 Hissa No.3, Survey No. 76 Hissa No. 2 (1), Survey No. 76 Hissa No. 2 (2), Survey No. 77 Hissa No.1, Survey No. 86 Hissa No. 1, Survey No. 86 Hissa No.2, Survey No. 88 Hissa No. 0, Survey No. 89 Hissa No. 1, Survey No. 89 Hissa No. 2, Survey No. 90 Hissa No. 0, Survey No. 91 Hissa No. 3 situate at Village Rohinjan, Taluka Panvel, Dist. Raigad alongwith all the units / structures / buildings / constructions forming part of project Adhiraj Samyama constructed / to be constructed thereon for inter-alia securing the repayment of the term loan to the extent of Rs.100 crores availed by the Company from Kotak Mahindra Prime Limited on the terms and conditions as mentioned therein.

J. PERMISSIONS / APPROVALS:

We have been furnished with copies of the following permissions / approvals by the Company. We have not commented on the compliances of the terms and conditions mentioned therein by the Company.

1. N.A. ORDER

- (i) By and under its Order bearing no. MHA/LNA1(B)SR56/2010 dated 7th January, 2011, the Collector of Raigad has granted permission to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the said Lands and excluding Survey nos.79/3, 76/1 and 77/2 therefrom) admeasuring in the aggregate 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order. The said Order dated 7th January, 2011 has been noted under the Mutation Entry No.2661 dated 10th January, 2011.
- (ii) By and under its Order bearing no MS/LNA1(B)PK131/2011 dated 5th September, 2012, the Collector Raigad accorded its permission to Sangita Brijbhushan Gupta and 3 others in respect of the revised plans submitted by Sangita Brijbhushan Gupta and 3 others in respect of inter alia the said Lands (save and except Survey nos. 79/3, 76/1 and 77/2) subject to such terms and conditions as stated therein.

- (ii) By and under its Order bearing no. MS/LNA 1(A)PK49/2012 dated 6th November, 2013, the Collector, Raigad, accorded its permission to Sangita Brijbhushan Gupta and 3 others in respect of the revised plans submitted by Sangita Brijbhushan Gupta and 3 others in respect of inter alia the said Lands (save and except Survey nos. 79/3, 76/1 and 77/2) subject to such terms and conditions as stated therein.
- (iv) By and under its Order bearing no. MHA/LNA1(B)SR89, 90,91, 92, 494/2013 dated 6th February, 2014, the Collector, Raigad granted its permission inter alia to Brijbhushan Shivshankar Gupta and others for (i) non-agricultural use of various land parcels including the said Lands and (ii) construction on inter alia the said Lands as per the sanctioned plans (rental housing scheme).
- (v) By and under its Order bearing no. MHA/LNA1(B)274807/2014 dated 21st November, 2014, the Collector, Raigad granted its permission inter alia to Brijbhushan Shivshankar Gupta and others for commencement of construction of Building nos.2A and 2B on the terms and conditions mentioned therein.
- (vi) By and under Order bearing no MS/LNA1(B)164/2014 dated 23rd April, 2015 passed by the Collector of Raigad, the Collector of Raigad granted permission to the Company for construction of 1,38,703.25 square meters over an area of 1,38,719.41 square meters (including areas out of the said Lands) having saleable area of 4,16,133.40 square meters as per the sanctioned plans (rental housing scheme) and for commencing the construction of Rental Building no.2 having an area of 26,376.71 square meters and for Rental Building no.2A and 2B having saleable area of 22,347.83 square meters, on the terms and conditions mentioned therein. Annexed to the Order is the sanctioned plan reflecting inter alia the following table:

Sr.no.	Survey no. / Hissa no.	Area under 24Mtr RP Road (in Sq.M.)	Amenity Area (in Sq.M.)	Area to be given for Rental Plot (in Sq.M.)
1.	84/2	0.00	0.00	2030

Sr.no.	Survey no. / Hissa no.	Area under 24Mtr RP Road (in Sq.M.)	Amenity Area (in Sq.M.)	Area to be given for Rental Plot (in Sq.M.)
2.	66/2	36.85	2663.15	0.00
3.	99/2	0.00	0.00	1420
4.	67/1	927.30	0.00	6772.70
5.	67/2/1	1179.63	648.50	3001.87
6.	67/2/2	1179.63	648.50	1971.87
7.	67/4	61.17	0.00	2238.83
8.	68/1A	0.00	0.00	3050
9.	68/1B	0.00	0.00	3050
10.	88/2	0.00	0.00	4600
11.	68/4	218.70	0.00	2311.30
12.	69/0	0.00	0.00	4233.28
13.	70/1	0.00	0.00	0.00
14.	70/2	0.00	0.00	0.00
15.	71/2	0.00	0.00	0.00
16.	71/3	0.00	0.00	0.00
17.	71/4	0.00	0.00	0.00
18.	90	0.00	0.00	0.00
19.	89/2	0.00	0.00	0.00
20.	89/1	0.00	0.00	0.00
21.	91/3	0.00	0.00	0.00
22.	86/2	0.00	0.00	0.00
23.	86/1	0.00	0.00	0.00
24.	88/0	0.00	0.00	0.00
25.	72/1A	0.00	0.00	0.00
26.	72/1B	0.00	0.00	0.00

- (xiv) By and under its letter bearing Reference No. MMRDA/RHD/RHS-26(III)/14/378 dated 22nd December, 2014 addressed by MMRDA to the Company, MMRDA has revalidated the validity period of the Locational Clearance and revised layout approval on the terms and conditions mentioned therein. The said letter reflects that since for the Rental Component the construction has commenced on site in accordance with the Commencement Certificate obtained, any further revalidation of Locational Clearance is not required.

3. ENVIRONMENTAL CLEARANCE

- (i) By and under its letter bearing no SEAC-2010/CR.698/TC.2 dated 28th June, 2011 addressed by Government of Maharashtra to the Company, Government of Maharashtra has granted its environmental clearance inter alia in respect of the lands bearing Survey nos. 64, 67, 68, 69, 70, 71, 72, 76, 77, 86, 88, 89, 90, 91 and 99 subject to such terms and conditions as stated therein.
- (ii) By and under its letter dated 15th July, 2011 bearing Reference No SEAC-2010/CR.698/TC.2 addressed by the Government of Maharashtra to the Company, Government of Maharashtra has modified certain terms and conditions stated in its aforementioned letter dated 28th June, 2011.
- (iii) By and under its letter dated 3rd April, 2012 bearing Reference No SEAC-2010/CR.698/TC.2 addressed by the Government of Maharashtra to the Company, Government of Maharashtra has modified certain terms and conditions as stated in its letter dated 28th June, 2011 bearing No SEAC-2010/CR.698/TC.2. By and under the aforesaid letter dated 3rd April, 2012 bearing Reference No SEAC-2010/CR.698/TC.2 the Government of Maharashtra inter-alia recorded (1) the bifurcation of the Total FSI being (a) FSI for sale housing scheme 3,01,492 square meters, (b) FSI for rental housing scheme 1,09,320 square meters, (c) FSI area for commercial scheme 23, 226 square meters, (a), (b) and (c) aggregating to a total FSI of 4,34,038 square meters and (2) total Non-FSI area being 2,87,361 square meters. The Total Construction area was recorded as 7,21,399 square meters.

6. MAHARASHTRA JEEVAN PRADHIKARAN

Maharashtra Jeevan Pradhikaran has vide its letter bearing no.MJPWMC/NP/TB-1/1914 of 2014 dated 30th December, 2014 addressed to the Company, confirmed the supply of water to the Rental Housing Project in the manner stated therein.

7. FIRE NOC

By and under its Order bearing no.MFS/586 dated 29th November, 2014, the Directorate of Maharashtra Fire Services granted its provisional No Objection Certificate to the Company for its Rental Housing Scheme to be implemented on inter alia the said Lands.

K. ORIGINAL DOCUMENTS INSPECTED:

A list setting out the original title deeds inspected by us is annexed hereto and marked as Annexure "C".

L. SITE STATUS:

The Company has informed us that:

- The Company is developing the said Lands in phases and as such the Company has commenced with the development of Phase I having 3 buildings and Phase II having 2 buildings and two rental buildings;
- Till 30th September, 2016, the Company has entered into any Agreements for Sale in respect of 166 premises to be constructed / under construction on the said Lands.

M. OUTGOINGS:

The Company has informed us that the Company has paid all the assessments, taxes for non-agricultural use, charges, taxes, property taxes and other outgoings including assessments, water charges, electricity charges, statutory and contractual dues or any other amount payable to any authority in respect of the Lands, till date and that there are no claims, demands or dues pending with respect to the Lands or any part thereof. We have been furnished with the following receipts for payment of and revenue, signed by the Talathi, Saja, Owe

- (iv) By and under its letter bearing no.F.No.21-111/2014-IA.III dated 18th June, 2015, the Ministry of Environment, Forests & Climate Change of the Government of India has accorded Environmental Clearance to the Company for construction of proposed Rental Housing Scheme on the lands mentioned therein including on the said Lands, on the terms and conditions mentioned therein.

4. AIRPORT AUTHORITY OF INDIA

- (i) The Airports Authority of India has by and under its letter dated 1st June, 2010 bearing Reference No.BT-1/NOCC/CS/M/1-NA/1005/35-37 addressed to the Company, granted its no objection for height clearance as mentioned therein in respect of the proposed construction to be carried inter alia in the Village Rohindjan subject to such terms and conditions as stated therein.
- (ii) Thereafter, the Airports Authority of India has by and under its letter bearing reference no.BT-1/NOCC/MUM/12/NM/NOCCAS/965/713/814 dated 3rd May, 2013 addressed to the Company, granted its no objection for such additional height as stated therein by considering the permissible height of construction on the Survey nos. 66/2, 69, 64/2, 72 and 67/4 at Village Rohindjan, Taluka Panvel and District Raigad, subject to such terms and conditions as stated therein.

5. MAHARASHTRA POLLUTION CONTROL BOARD:

Maharashtra Pollution Control Board ("MPCB") has by and under its letter dated 1st June, 2012 bearing reference/ consent number BO/ MPCB/ RO(HQ)/ Raigad/ CE/ B-CAC-452 addressed to the Company, granted its consent to the Company to establish with respect to the construction of the residential and rental township project inter-alia on the lands bearing Survey nos. 64, 67, 68, 69, 70, 71, 72, 76, 77, 86, 88, 89, 90, 91 and 99 for a period up to the commissioning of the Unit or 5 years whichever is earlier, on the terms and conditions mentioned therein. The consent to establish was granted by MPCB to the Company under Section 25 of the Water (Prevention and Control of Pollution) Act, 1974 and under Section 21 of the Air (Prevention and Control of Pollution) Act, 1981 and Authorization/ Renewal of Authorization under Rule 5 of the Hazardous Wastes (Management, handling and Transboundary Movement) Rules, 2008.

Date of the receipt	Name of the holder	Period	Account no.
23.11.2015	Minal Kunbehari Gupta	2015-2016	242
23.11.2015	Brijhushan Shivshankar Gupta	2015-2016	243
23.11.2015	Sangeeta Brijhushan Gupta	2015-2016	240
23.11.2015	Sangeeta Brijhushan Gupta	2015-2016	241
23.11.2015	Kunbehari Gupta	2015-2016	290
05.01.2016	Brijhushan Shivshankar Gupta	2011-2012, 2012-2013	Not mentioned

N. ZONE CERTIFICATE:

By and under a certificate bearing No.RA./J./DMA/Rohindjan,Tal.Panvel/S.no.64 to 99/725 dated 20th May, 2016 issued by the Town Planning and Assessment Department, Raigad-Alibaug, the Town Planner has informed Adhiraj that as proposed in the MMRDA plan for Ambarnath, Kulgaon-Badapur, some parts of the Survey nos.64 to 68 and 72 to 74 are affected by a 24 meters road under the proposed development plan.

Dated this 3rd day of November, 2016

For Wadia Ghandy & Co.

Manish Vora
Partner

SAMEER M. SAWANT
(Property Title Investigator)

Experts in Stamp Duty, Document Registration, Property Transfer, etc.

Email Id: sameer_sawant@rediffmail.com Mobile No. : 9324344724 / 9801131672

RELP Floor, Raja Bahadur Marathe, Near Shree Market Bldg., Street No. 8, Yashwantrao Chavan Park, Mumbai - 40.

No. _____ Date: 17-05-2018.

To,
MS. Wadia Ghanshy & Co.
Advocate & Solicitors,
Mumbai.

Kind Attn. : Mr. Manish Yasa / Mr. Ashish Murshid,

Re/: Investigation of title of the Property (Land) situated at Village Rohinjan, Taluka Panvel, District Raigad, hearing Survey No. _____

Survey No.	Hissa No.	Area (H-R-F)
64	2	0-20-3
66	2	0-27-0
67	1	0-77-0
67	2 (1)	0-48-30
67	2 (2)	0-38-00
67	4	0-23-0
68	1A	0-30-5
68	1D	0-30-5
68	2	0-46-0
68	4	0-25-3
69	0	1-39-20
70	1	0-21-7
70	2	0-34-8
71	2	0-28-0
71	4	0-10-0
71	7	0-22-5
72	1A	0-52-5
72	1B	0-51-0
72	3	0-46-3
76	1	0-52-40
76	2(1)	0-51-3
76	2(2)	0-48-0
77	1	0-57-2
77	2	1-74-00
79	2	0-48-10
86	1	0-76-8
86	2	0-60-0
88	0	0-77-1
89	1	0-71-0
89	2	0-23-3
90	0	0-08-0
91	3	0-40-0
99	2	0-14-2

* Total area admg. 4,57,450 Sq. Meters.

- 2 -

50.

Under your instructions, I have caused search to be taken in respect of above mentioned property in the Office of the Sub-Registrar of assurance at Mumbai, Ailing and Panvel from the year 1961 To, 2016 (Last 56 Years) and the following documents are found registered / indexed therein.

Note: This Search Report is subject to term and justified Index-II records.

From the years 1961 To, 2016 (Last 56 Years) at S.R.O. Mumbai,

1961 - Nil
1962 - Nil
1963 - Nil
1964 - Term record
1965 - Term record

1966
To, 1 - Nil
1976

1977 - Term record

1978
To, 1 - Nil
1983

1984 - Nil (Subject to term pages)

1985
To, 1 - Nil
2005

2006 - Index-II record is not available for the search.

2007
To, 1 - Nil
2013

2014 - Index-II record is not available for the search.

From the years 1961 To, 1978 (16 Years) at S.R.O. Alibaug.

1961 - Nil
1962 - Nil
1963 - Term record
1964 - Term record
1965 - Nil

1966 - (Subject to term pages)

Alibaug 1273/58/22
Easement Agreement
Rs. 588.00
30-11-1966
15-12-1966

The Government,
To,
Mr. Krishna Ashu Mishra.

- 3 -

Schedule: - Property (Land) situated at Village Rohinjan, Taluka Panvel, District Raigad, hearing Survey No. 76, Hissa No. 1, admg. (H-R-F) 1-74-00.

Alibaug 72/1967
1967
Financing Mortgage Deed
Rs. 3,500.00
21-01-1967
13-03-1967

Verbal Attestation Mishra for himself and as H.U.F.
To,
K. Co-op. Private Land Development Bank Ltd., Pan.

Schedule: - Property (Land) situated at Village Rohinjan, Taluka Panvel, District Raigad, hearing Survey No. 86, admg. 3 Acre & 15 1/2 Guntas.

Alibaug 86/1967
1967
Loan Deed
Period - 10 Years
24-01-1967
13-03-1967

Verbal Attestation Mishra for himself and as H.U.F.
To,
K. Co-op. Private Land Development Bank Ltd., Pan.

Schedule: - Property (Land) situated at Village Rohinjan, Taluka Panvel, District Raigad, hearing Survey No. 86, admg. 3 Acre & 15 1/2 Guntas.

Alibaug 92/778/156
1968 - Nil
1968
Conveyance Deed
Rs. 3,500.00
07-04-1968
14-07-1969

1) Mr. Narayan.
2) Mr. Datta.
3) Mr. Balaram.
4) Mr. Kisan Mishra.

To,
Jaya Balra Mishra.

Schedule: - Property (Land) situated at Village Rohinjan, Taluka Panvel, District Raigad, hearing Survey No. 91, Hissa No. 3, admg. (H-R-F) 0-58 + 290/2.

1970
To, 1 - Nil (Subject to term pages)
1976

- 4 -

1977 - (Subject to term pages)

Alibaug 15808/193/30/96
Agreement
Rs. 7,000.00
17-08-1971
24-02-1977

1) Mr. Dhakya Mishra
2) Mr. Manoj Mishra.

To,
Mr. Mohanram Mishra.

Schedule: - Property (Land) situated at Village Rohinjan, Taluka Panvel, District Raigad, hearing Survey No. 72, Hissa No. 3, admg. (H-R-F) 0-45-3 + Por-Kharba area 11-R-P/104-01.

1978 - Nil (Subject to term pages)

From the years 1979 To, 2002 (24 Years) at S.R.O. Panvel - 1, 2, 3, 4 & 5.

1979 - Term Record
1980 - Term Record

1981
To, 1 - Term Record
1986

1987
To, 1 - Nil (Subject to term pages)
2002

Computer Index-II record for the year 2001 To, 2016 (Last 15 Years) at S.R.O. Panvel - 1, 2, 3, 4 & 5.

2002
To, 1 - Nil
2005

Panvel-1 5044/2006
Refrence Deed.
16-11-2006
27-11-2006

1) Trimbak Mishra.
2) Shama Mishra.
3) Manoj Mishra.
4) Gombai Padi.
5) Shantabai Padik.

To,
Mr. Balaram Mishra.

Schedule: - Property (Land) situated at Village Rohinjan, Taluka Panvel, District Raigad, hearing Survey No. 88, Hissa No. 2.

2007
 Agreement
 Ra. 76,76,500.00
 M.V. Ra. 18,26,000.00

18-04-2007
 18-04-2007

From:-
 2218
 2007
 Mr. Datta Shankar Mishra.
 To,
 Mr. Milind Jaysingh Pawar.

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Parvel, District Raigad, bearing Survey No. 70, Hissa No. 2, admg. (H-R-P / 0-03-0) + Pot Kharaba area (H-R-P / 0-02-9), Survey No. 71, Hissa No. 4, admg. (H-R-P / 0-09-0) + Pot Kharaba area (H-R-P / 0-01-0) and Survey No. 77, Hissa No. 1, admg. (H-R-P / 0-52-4) & other Survey nos.

2007
 Agreement
 Ra. 8,32,050.00
 M.V. Ra. 1,24,000.00

03-05-2007
 19-05-2007

From:-
 4052
 2007
 Mr. Jambhan Mishra for himself and as C/A. on behalf of Padmakar Mishra, Ananta Mishra, Raghunath Mishra, P. Rohidas Mishra.

To,
 Mr. Milind Jaysingh Pawar.
 Schedule :- Property (Land) situated at Village Rohinjari, Taluka Parvel, District Raigad, bearing Gat No. 67, Hissa No. 4, admg. (H-R-P / 0-22-0) + Pot Kharaba area (H-R-P / 0-01-0) and Gat No. 68, Hissa No. 4, admg. (H-R-P / 0-24-5) + Pot Kharaba area (H-R-P / 0-00-8)

2007
 Agreement
 Ra. 4,80,240.00
 M.V. Ra. 4,67,000.00

12-01-2007
 19-05-2007

From:-
 4018
 2007
 1) Prabhakar Mishra for herself and as Guardian on behalf of Akshata Mishra being a minor.
 2) Mousmi Mishra.
 3) Mousika Mishra.
 4) Shweta Mishra.

To,
 Mr. Milind Jaysingh Pawar.
 Schedule :- Property (Land) situated at Village Rohinjari, Taluka Parvel, District Raigad, bearing Gat No. 72, Hissa No. 3, admg. (H-R-P / 0-46-3), Gat No. 89, Hissa No. 2, admg. (H-R-P / 0-23-5), total area admg. (H-R-P / 0-69-6)

2007
 Agreement
 Ra. 4,32,87,000.00
 M.V. Ra. 1,63,88,400.00

08-06-2007
 08-06-2007

From:-
 4676
 2007
 1) Mr. Milind Jaysingh Pawar.
 2) Mr. Datta Shankar Mishra.
 3) Chatur Shankar Mishra.
 4) Ravan Shankar Mishra.

To,
 Dynasty Developers
 [Partners - 1) Mr. Kishor Govind Patil.
 2) Mr. Harshchand Parakh.
 both by their C/A -
 Mr. Sanjay Chandhari.]

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Parvel, District Raigad, bearing -----

Survey No.	Hissa No.	Area in (H-R)
70	0	0-34.80
71	4	0-10
77	1	0-57.20
88	-	0-77.10
89	1	0-71.6
90	-	0-8
99	2	0-14.20
67	4	0-23
68	4	0-23.30
72	3	0-46.30
89	-	0-23.30

2007
 Power of Attorney
 4677
 2007

08-06-2007
 08-06-2007

From:-
 Mr. Milind Jaysingh Pawar & others.

To,
 Dynasty Developers
 [Partner - Kishor Govind Patil]

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Parvel, District Raigad, bearing -----

Survey No.	Hissa No.	Area in (H-R)
70	0	0-34.80
71	4	0-10
77	1	0-57.20
88	-	0-77.10
89	1	0-71.6
90	-	0-8
99	2	0-14.20
67	4	0-23
68	4	0-23.30
72	3	0-46.30
89	-	0-23.30

2007
 Release Deed
 21-06-2007
 25-06-2007

From:-
 3096
 2007
 1) Mr. Pratiksh Dagdu Mishra.
 2) Rajnaray Dagdu Mishra.
 3) Manojra Dagdu Mishra.
 4) Jitendra Ramchandra Thakur
 5) Lalaji Bando Mishra.
 6) Yashodatta Kashid Mishra

7) Manjira Yashwanth Mishra for herself and as natural guardian & mother of his minor children's custody Savita Yashwanth Mishra, Akshay Yashwanth Mishra, Pankaj Yashwanth Mishra, Sopa Yashwanth Mishra also as C/A. on behalf of above person nos. 1 to 6.

To,
 1) Mr. Keshav Unnaya Mishra.
 2) Mr. Sanjay Dagdu Mishra.

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Parvel, District Raigad, bearing Survey No. 67, Hissa No. 2(1), admg. (H-R / 0-46) + Pot Kharaba (H-R / 0-02), Total area admg. (H-R-P / 0-48-3).

2007
 Conveyance Deed
 02-07-2007
 20-07-2007

From:-
 1862
 2007
 Upper Tribunal & Agricultural Land Tribunal Parvel, Raigad.
 To,
 Mr. Shankar Harro Mishra.

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Parvel, District Raigad, bearing Gat No./Survey No. 90, admg. (H-R-P / 0-08-0).

2007
 Conveyance Deed
 02-07-2007
 20-07-2007

From:-
 1863
 2007
 Upper Tribunal & Agricultural Land Tribunal Parvel, Raigad.
 To,
 Mr. Shankar Harro Mishra.

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Parvel, District Raigad, bearing Gat No./Survey No. 88, (H-R-P / 0-77-1).

From:-
 4) Banibai Jusu Mishra.
 5) Shukuntala Patil.
 6) Suman Bhalekar.
 7) Mousmi Mishra.
 8) Mousika Mishra.
 9) Shweta Mishra.

[Mr. Elanath is as C/A. on behalf of above persons nos. 4) to 9)]
 3) Pratiksh M. Mishra for herself and as natural guardian on behalf of Akshata Mishra, being minor.

To,
 1) Sangita Brijbhushan Gupta.
 [C/A. - Mr. Manoj Gorakhanth Bhoale.]
 2) M/S. Adhiraj & Hammer Realty Pvt. Ltd.
 [Director - Mr. Kanj Bihari Gupta.]

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Parvel, District Raigad, bearing Survey No. 86, Hissa No. 1, admg. (H-R-P / 0-73-3) + Pot-Kha. (H-R-P / 0-08-0), total area is admg. about (H-R-P / 0-76-8).

2007
 Agreement
 Ra. 24,150,600.00
 M.V. Ra. 67,62,000.00

01-10-2007
 01-10-2007

From:-
 1) Vishnu Jusu Mishra.
 2) Kumbhendra Jusu Mishra.
 3) Pratiksh Mukund Mishra for herself and as natural guardian on behalf of Akshata Mukund Mishra.
 4) Shukuntala Harishchandra Patil.
 5) Suman Jambard Bhalekar.
 6) Banibai Jusu Mishra.
 7) Mukund Mishra.
 8) Mousika Mukund Mishra.
 9) Shweta Mukund Mishra.
 [all persons by their C/A. - Mr. Elanath Mishra.]

To,
 1) Sangita Brijbhushan Gupta.
 [C/A. - Mr. Manoj Bhoale.]
 2) M/S. Adhiraj & Hammer Realty Pvt. Ltd.
 [Director - Mr. Kanj Bihari Gupta.]

Schedule :- Property (Land) situated at village Rohinjari, Tal. Parvel, District Raigad bearing -----

- 1) Survey No. 68, Hissa No. 1A, admg. (H-R-P/0-20-5) + Pot-Kha. (H-R-P/0-01-0).
- 2) Survey No. 68, Hissa No. 1B, admg. (H-R-P/0-25-5) + Pot-Kha. (H-R-P/0-01-0).
- 3) Survey No. 66, Hissa No. 2.

2007
Release Deed
22-11-2007
23-11-2007

Balubhai Shajpar Nigohar,
To,
Sukrya Dharma Bhoir.

Schedule :- Property (Land) situated at Village Rohinjai, Taluka Parvat, District Raigad, bearing ...

Survey No.	Hissa No.	Area in (H-R-P)	Plot Kharcha (H-R-P)
72	1A	0-50-1	0-02-8
68	2	0-45-0	0-01-0
80	1	1-19-1	0-09-9

2008
Notice of Lis Pendens
21-01-2008
21-01-2008

Gurakripa Associates,
{ Partners - 1) Mr. Satvir Singh, }
{ 2) Mr. Sohan Singh Pahala } }

Schedule :- Property (Land) situated at Village Rohinjai, Taluka Parvat, District Raigad, bearing ...

Survey No.	Hissa No.	Area in (H-R-P)	Plot Kharcha (H-R-P)
67	4	0-22-0	0-01-0
68	4	0-24-5	0-00-8
92	3	0-09-0	0-01-0

2008
Agreement
Ra. 60,90,000.00
M.V. Ra. 3,65,400.00
29-01-2008
29-01-2008

Mr. Javardan Patil,
To,

Sangreta Gupta,
[C/A - Mr. Manoj Bhoir]

Schedule :- Property (Land) situated at Village Rohinjai, Taluka Parvat, District Raigad, bearing Survey No. 64, Hissa No. 2, admg. (H-R-P / 0-20-3).

2008
Agreement
Ra. 1,38,00,000.00
M.V. Ra. 8,78,000.00
22-02-2008
22-02-2008

- 1) Sukrya Dharma Bhoir.
- 2) Kalas Bhoir.
- 3) Rajesh Bhoir.
- 4) Balubhai Bhoir.
- 5) Manjula Patil.
- 6) Shebha Keni.
- 7) Priya Patil.
- 8) Sulochana Kalekar.
- 9) Vishnu Jansu Mhatre by his C/A - Mr. Manoj Gorakhnath Bhoir.

To,

Sangita Gupta,
[C/A - Mr. Manoj Bhoir].

Schedule :- Property (Land) situated at Village Rohinjai, Taluka Parvat, District Raigad, bearing Survey No. Gat No. 68, Hissa No. 2, admg. (H-R-P / 0-45-0).

2008
Power of Attorney
20-01-2008
22-02-2008

- 1) Sukrya Dharma Bhoir.
- 2) Kalas Bhoir.
- 3) Rajesh Bhoir.
- 4) Balubhai Bhoir.
- 5) Manjula Bhoir.
- 6) Shebha Keni.
- 7) Priya Patil.
- 8) Sulochana Kalekar.
- 9) Vishnu Jansu Mhatre by his C/A - Mr. Manoj Gorakhnath Bhoir.

To,

Sangita Gupta,
[C/A - Mr. Manoj Bhoir].

Schedule :- Property (Land) situated at Village Rohinjai, Taluka Parvat, District Raigad, bearing Survey No. Gat No. 68, Hissa No. 2, admg. (H-R-P / 0-45-0).

2008
Agreement
Ra. 1,49,10,000.00
M.V. Ra. 5,67,000.00
10-04-2008
10-04-2008

- 1) Mr. Dattu Mhatre.
- 2) Charper Mhatre.
- 3) Rovin Mhatre.
- 4) Mohan Mhatre.

- 1) Ramchandra Patil.
- 6) Mr. Sanjay Patil.
- 7) Mr. Gaurang Patil.
- 8) Hemanth Patil.
- 9) Chitab Patil.
- 10) ChandraBhaga Patil.
- 11) Kritika Patil.

To,

Minal Karaj Bihari Gupta,
[C/A - Mr. Manoj Bhoir].

Schedule :- Property (Land) situated at Village Rohinjai, Taluka Parvat, District Raigad, bearing Gat No. 70, Hissa No. 1, admg. (H-R-P / 0-21-7), Gat No. 71, Hissa No. 2, admg. (H-R-P / 0-28-0).

2008
Agreement
Ra. 1,58,70,000.00
M.V. Ra. 58,19,000.00
12-04-2008
15-04-2008

Mr. Sukrya Dharma Bhoir, Mr. Kalas Babas Bhoir,
Mr. Rajesh Babas Bhoir, Balubhai Babas Bhoir,
Manjula Sunil Patil, Shebha Chandrakant Keni,
Priya Pradip Patil, Sulochana Jaydas Kalekar,
Mr. Dattu Shankar Mhatre.

To,

Sangita Brijbhushan Gupta,
[C/A - Mr. Manoj Gorakhnath Bhoir].

Schedule :- Property (Land) situated at Village Rohinjai, Taluka Parvat, District Raigad, bearing Gat No. 72, Hissa No. 1A, admg. (H-R-P / 0-52-9).

2008
Conveyance Deed
Ra. 68,40,000.00
M.V. Ra. 75,70,000.00
28-04-2008
28-04-2008

- 1) Mr. Narendra Bhalu.
- 2) Mr. Nivenshi Mhatre.

To,

Mr. Brijbhushan Shivkumar Gupta.

Schedule :- Property (Land) situated at Village Rohinjai, Taluka Parvat, District Raigad, bearing Survey No. 71, Hissa No. 3, admg. (H-R-P / 0-22-8).

2008
Conveyance Deed
15-02-2008
03-04-2008

Upper Tribunal & Agricultural Land Tribunal Parvat, Raigad.

To,

Dharma Kelhas Bhoir.

Schedule :- Property (Land) situated at Village Rohinjai, Taluka Parvat, District Raigad, bearing Survey No. 68, Hissa No. 2, admg. H-R-P / 0-45-0.

2008
Conveyance Deed
24-01-2008
27-01-2008

Upper Tribunal & Agricultural Land Tribunal Parvat, Raigad.

To,

Mr. Dattu Shankar Mhatre & 11 others.

Schedule :- Property (Land) situated at Village Rohinjai, Taluka Parvat, District Raigad, bearing Survey No. 70, Hissa No. 1, admg. (H-R-P / 0-20-9) + Plot Kharcha admg. (H-R-P / 0-00-8), Survey No. 71, Hissa No. 2, admg. (H-R-P / 0-26-0) + Plot Kharcha admg. (H-R-P / 0-02-0).

2008
Conveyance Deed
Ra. 51,02,800.00
M.V. 12,33,000.00
09-07-2008
09-07-2008

1) Mr. Prabhat Mukund Mhatre for himself and as natural guardian on behalf of Akshata Mukund Mhatre.

2) Minal Mukund Mhatre, Manika Mukund Mhatre, Shiveta Mukund Mhatre, by their C/A - Mr. Milled Jaysingh Pawar.

3) Mr. Milled Jaysingh Pawar.

To,

1) Sangita Brijbhushan Gupta.
2) Minal Karajbhai Gupta.
[both by their C/A - Mr. Manoj Gorakhnath Bhoir].

Schedule :- Property (Land) situated at Village Rohinjai, Taluka Parvat, District Raigad bearing Survey No. 72, Hissa No. 3, admg. (H-R-P / 0-46-3) and Survey No. 85, Hissa No. 2, admg. (H-R-P / 0-33-3).

Parcel-2
2229
2008

2008
Conveyance Deed
Rs. 1,38,70,000.00
M.V. Rs. 58,13,000.00

22-10-2008
24-10-2008

- 1) Mr. Sakya Dharna Bhoir, Mr. Kailas Baban Bhoir, Mr. Rajesh Baban Bhoir, Balakrishna Bhoir, Manojkumar Satil Patil, Shobha Chandrakant Kato, Priya Pradip Patil, Sulochana Jaydev Kalakar, [all by their C/A. - Mr. Brijbhushan Shivshankar Gupta]
- 2) Mr. Datta Shankar Mhatre, [C/A. - Mr. Brijbhushan Shivshankar Gupta]

To,

Sangita Brijbhushan Gupta,
[C/A. - Mr. Manoj Gorkhnaath Bhoir.]

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Pavnai, District Raigad, bearing Survey No. 72, Hissa No.1A, admg. (H-R-P / 0-52-9)

* This Conveyance Deed is in respect of Agreement registered under serial no. Pavnai-1/2053/2008, dated 15-04-2008.

Parcel-2
2221
2008

2008
Conveyance Deed
Rs. 1,38,00,000.00
M.V. Rs. 58,00,000.00

22-10-2008
23-10-2008

- 1) Mr. Sakya Dharna Bhoir, Mr. Kailas Baban Bhoir, Mr. Mr. Rajesh Baban Bhoir, Balakrishna Bhoir, Manojkumar Satil Patil, Shobha Chandrakant Kato, Priya Pradip Patil, Sulochana Jaydev Kalakar, [all by their C/A. - Mr. Brijbhushan Shivshankar Gupta]
- 2) Mr. Vihari Jans Mhatre, [C/A. - Mr. Brijbhushan Shivshankar Gupta]

To,

Sangita Brijbhushan Gupta,
[C/A. - Mr. Manoj Gorkhnaath Bhoir.]

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Pavnai, District Raigad, bearing Survey No. 72, Hissa No. 2, admg. (H-R-P / 0-46-0)

* This Conveyance Deed is in respect of Agreement registered under serial no. Pavnai-1/1588/2008, dated 20-02-2008.

Parcel-2
2222
2008

2008
Conveyance Deed
Rs. 1,49,10,000.00
M.V. Rs. 54,67,000.00

22-10-2008
23-10-2008

- Mr. Datta Shankar Mhatre, Chhapal Shankar Mhatre, Ravan Shankar Mhatre, Mohan Shankar Mhatre, Ramabai Kansa Patil, Sanjeev Krishna Patil, Ghazam Krishna Patil, Rajanshi Krishna Patil, Gulsh Krishna Patil,

Parcel-2
2817
2008

2008
Conveyance Deed
Rs. 1,70,40,000.00
M.V. Rs. 57,81,000.00

22-10-2008
24-10-2008

Mr. Trishna Vihari Kapkar,
[C/A. - Mr. Karaj Bihari Shivshankar Gupta.]

To,

Minati Karaj Bihari Gupta,
[C/A. - Mr. Manoj Gorkhnaath Bhoir.]

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Pavnai, District Raigad, bearing Survey No. 70, Hissa No. 2 (2), admg. (H-R-P / 0-44-0)

* This Conveyance Deed is in respect of document registered under Serial no. 5738/2008, dated 25-07-2008.

Parcel-2
8269
2008

2008
Declaration Deed

28-11-2008
28-11-2008

- 1) Mr. Prabhat Mukund Mhatre in himself and as Guardian on behalf of Akhata Mukund Mhatre, being minor,
2) Monni Mukund Mhatre,
3) Monika Mukund Mhatre,
4) Shweta Mukund Mhatre.

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Pavnai, District Raigad, bearing Survey No. 72, Hissa No.3, admg. H-R-P / 0-46-3, Survey No. 89, Hissa No.2, admg. H-R-P / 0-23-0.

* This Declaration Deed is in respect of document registered under serial no. 5286/2008, dated 09-07-2008.

Parcel-2
8267
2008

2008
Declaration Deed

28-11-2008
28-11-2008

- 1) Mr. Prabhat Mukund Mhatre in himself and as Guardian on behalf of Akhata Mukund Mhatre, being minor,
2) Monni Mukund Mhatre,
3) Monika Mukund Mhatre,
4) Shweta Mukund Mhatre.

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Pavnai, District Raigad, bearing Survey No. 72, Hissa No.3, admg. H-R-P / 0-46-3, Survey No. 89, Hissa No.2, admg. H-R-P / 0-23-0.

Chandrabhaga Krishna Patil, Krishna Sitaram Patil,
[all by their C/A. - Mr. Brijbhushan Shivshankar Gupta.]

To,

Minati Karaj Bihari Gupta,
[C/A. - Mr. Manoj Gorkhnaath Bhoir.]

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Pavnai, District Raigad, bearing Survey No. 70, Hissa No.1, admg. (H-R-P / 0-21-7), Survey No. 71, Hissa No.2, admg. (H-R-P / 0-28-0).

* This Conveyance Deed is in respect of Agreement registered under serial no. Pavnai-1/2982/2008, dated 10-04-2008.

Parcel-2
2815
2008

2008
Conveyance Deed
Rs. 1,87,11,500.00
M.V. Rs. 56,45,000.00

24-10-2008
24-10-2008

Mr. Shripat Vihari Kapkar,
[C/A. - Mr. Karaj Bihari Shivshankar Gupta]

To,

Minati Karaj Bihari Gupta,
[Mr. Manoj Gorkhnaath Bhoir.]

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Pavnai, District Raigad, bearing Survey No. 70, Hissa No. 2 (1), admg. (H-R-P / 0-51-3)

* This Conveyance Deed is in respect of document registered under serial no. 5739/2008, dated 25-07-2008.

Parcel-2
2816
2008

2008
Conveyance Deed
Rs. 1,70,75,500.00
M.V. Rs. 57,91,000.00

24-10-2008
24-10-2008

Mr. Suresh Gopinath Kapkar,
[C/A. - Mr. Karaj Bihari Shivshankar Gupta]

To,

Minati Karaj Bihari Gupta,
[C/A. - Mr. Manoj Gorkhnaath Bhoir.]

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Pavnai, District Raigad, bearing Survey No. 70, Hissa No.3, admg. (H-R-P / 0-49-1)

* This Conveyance Deed is in respect of document registered under serial no. 5737/2008, dated 25-07-2008.



2008
Declaration Deed 28-11-2008
 26-12-2008

Patvel-2
 837b
 2008

- 1) Vishnu Jansu Mhatre for himself and as natural guardian on behalf of Vinayak, Vidya Mhatre, Nikhil Vidya Mhatre, being minors.
- 2) Vidya Vidya Mhatre.
- 3) Kumbhendra Jansu Mhatre for himself and as natural guardian on behalf of Kajal Kumbhendra Mhatre, Komal Mhatre, Nilesh Kumbhendra Mhatre, Minal Kumbhendra Kumbhendra, being minors.
- 4) Yashoda Kumbhendra Mhatre.
- 5) Shikantala Harichandra Patil.
- 6) Suman Jansudan Bhalekar by her C/A. - Sangita Brjibhushan Gupta.
- 7) Basubai Jansu Mhatre by her C/A. - Sangita Brjibhushan Gupta.
- 8) Prabhakar Mukund Mhatre for himself and as natural guardian on behalf of Akshata Mukund Mhatre, being a minor.
- 9) Mansami Mukund Mhatre.
- 10) Manika Mukund Mhatre.
- 11) Shweta Mukund Mhatre.

Schedule :- Property (Land) situated at Village Rohinjai, Taluka Pansvel, District Raigad bearing _____

Survey No.	Hissa No.	Area (H-R-P)
68	1B	0-30-3
86	2	0-60-0
91	3	0-40-0

* This Declaration Deed is in respect of Conveyance Deed, registered under serial no. Patvel-2/8368/2008, dated 28-11-2008.

2008
Conveyance Deed 28-11-2008
 29-12-2008

Patvel-2
 8368
 2008

Rs. 1,96,15,000.00
 M.V. Rs. 57,62,000.00

- 1) Vishnu Jansu Mhatre for himself and as natural guardian on behalf of Vinayak Vidya Mhatre, Nikhil Vidya Mhatre, being minors.
- 2) Vidya Vidya Mhatre.
- 3) Kumbhendra Jansu Mhatre for himself and as natural guardian on behalf of Kajal Kumbhendra Mhatre, Komal Mhatre, Nilesh Kumbhendra Mhatre, Minal Kumbhendra Kumbhendra, being minors.

- 14) Nishchandra Kashinath Mhatre.
- 15) Manisha Kashinath Mhatre.
- 16) Mr. Dhormu Kashinath Mhatre.
- 17) Purnimabai Dharmu Mhatre.
- 18) Mira Dharmu Mhatre alias Mira Anant Kawade.
- 19) Mr. Uday Dhormu Mhatre in his individual Capacity and as natural guardian and Father on behalf of his minor son Suresh Uday Mhatre.
- 20) Bhairavi Uday Mhatre.
- 21) Sumita Dharmu Mhatre.
- 22) Anita Dharmu Mhatre.
- 23) Bhiva Kashinath Mhatre in his individual Capacity and as natural guardian and Father on behalf of his minor sons
 - 1) Vidwas Bhiva Mhatre.
 - 2) Vishal Bhiva Mhatre.
 - 3) Rabal Bhiva Mhatre.
- 24) Indubai Bhiva Mhatre.
- 25) Vajrayanti Bhiva Mhatre.
- 26) Jayshree Bhiva Mhatre.
- 27) Rehana Bhiva Mhatre.
- 28) Ramesh Kashinath Mhatre in his individual Capacity and as natural guardian and Father on behalf of his minor sons Pravin & Avinash.
- 29) Krishnabai Ramesh Mhatre.
- 30) Pranita Ramesh Mhatre.

To,

M/S. Adhiraj & Hammer Realty Pvt. Ltd.
 [Directors - Komal Bihari Gupta and Sangita Brjibhushan Gupta, both by their C/A. - Mr. Manoj Gorakshnada Bhosale.]

Schedule :- Property (Land) situated at Village Rohinjai, Taluka Pansvel, District Raigad, bearing Survey No. 86, Hissa No. 1, area admg. H-R-P/0-76-8.

* This Conveyance Deed is pertaining to Agreement, dated 01/10/2007, registered under Serial No. PVL-1/7760/2007.

2009
Declaration Deed 28-11-2008
 27-01-2009

Patvel-2
 837b
 2008

- 1) Mr. Vishnu Jansu Mhatre in his individual capacity and as natural guardian and father on behalf of his minor sons Vinayak & Nikhil.
- 2) Mr. Kashinath Bansa Mhatre.
- 3) Vidya Vidya Mhatre.

- 4) Yashoda Kumbhendra Mhatre.
- 5) Shikantala Harichandra Patil.
- 6) Suman Jansudan Bhalekar by her C/A. - Sangita Brjibhushan Gupta.
- 7) Basubai Jansu Mhatre by her C/A. - Sangita Brjibhushan Gupta.
- 8) Prabhakar Mukund Mhatre for himself and as natural guardian on behalf of Akshata Mukund Mhatre, being a minor.
- 9) Mansami Mukund Mhatre.
- 10) Manika Mukund Mhatre.
- 11) Shweta Mukund Mhatre.
- 12) M/S. Adhiraj & Hammer Realty Pvt. Ltd. [Director - Mr. Komal Bihari Gupta.]

To,

Sangita Brjibhushan Gupta by her C/A. - Mr. Manoj Gorakshnada Bhosale.

Schedule :- Property (Land) situated at Village Rohinjai, Taluka Pansvel, District Raigad bearing _____

Survey No.	Hissa No.	Area (H-R-P)
68	1B	0-30-3
86	2	0-60-0
91	3	0-40-0

* This Conveyance Deed is in respect of Agreement, registered under serial no. Patvel-1/7761/2007, dated 01-10-2007.

2009
Conveyance Deed 28-11-2008
 27-01-2009

Patvel-2
 8369
 2008

Rs. 1,15,20,000/-
 M.V. Rs. 37,22,800/-

- 1) Mr. Kashinath Bansa Mhatre.
- 2) Mr. Vishnu Jansu Mhatre in his individual capacity and as natural guardian and father on behalf of his minor sons Vinayak & Nikhil.
- 3) Vidya Vidya Mhatre.
- 4) Mr. Kumbhendra Jansu Mhatre in his individual Capacity and as natural guardian and Father on behalf of his minor childrens Kajal, Komal, Nilesh, & Minal.
- 5) Yashoda Kumbhendra Mhatre.
- 6) Shikantala Harichandra Patil.
- 7) Suman Jansudan Bhalekar [C/A. - Mr. Manoj Datta Mhatre.]
- 8) Basubai Jansu Mhatre.
- 9) Mr. Prabhakar Mukund Mhatre in his individual Capacity and as guardian on behalf of one minor Akshata Mukund Mhatre.
- 10) Mansami Mukund Mhatre.
- 11) Manika Mukund Mhatre.
- 12) Shweta Mukund Mhatre.
- 13) Krishnabai Kashinath Mhatre.

- 14) Manisha Kashinath Mhatre.
- 15) Manisha Kashinath Mhatre.
- 16) Mr. Dhormu Kashinath Mhatre.
- 17) Purnimabai Dharmu Mhatre.
- 18) Mira Dharmu Mhatre alias Mira Anant Kawade.
- 19) Mr. Uday Dhormu Mhatre in his individual Capacity and as natural guardian and Father on behalf of his minor son Suresh Uday Mhatre.
- 20) Bhairavi Uday Mhatre.
- 21) Sumita Dharmu Mhatre.
- 22) Anita Dharmu Mhatre.
- 23) Bhiva Kashinath Mhatre in his individual Capacity and as natural guardian and Father on behalf of his minor sons
 - 1) Vidwas Bhiva Mhatre.
 - 2) Vishal Bhiva Mhatre.
 - 3) Rabal Bhiva Mhatre.
- 24) Indubai Bhiva Mhatre.
- 25) Vajrayanti Bhiva Mhatre.
- 26) Jayshree Bhiva Mhatre.
- 27) Rehana Bhiva Mhatre.
- 28) Ramesh Kashinath Mhatre in his individual Capacity and as natural guardian and Father on behalf of his minor sons Pravin & Avinash.
- 29) Krishnabai Ramesh Mhatre.
- 30) Pranita Ramesh Mhatre.

To,

M/S. Adhiraj & Hammer Realty Pvt. Ltd.
 [Directors - Komal Bihari Gupta and Sangita Brjibhushan Gupta, both by their C/A. - Mr. Manoj Gorakshnada Bhosale.]

Schedule :- Property (Land) situated at Village Rohinjai, Taluka Pansvel, District Raigad, bearing Survey No. 86, Hissa No. 1, area admg. H-R-P/0-76-8.

* This Conveyance Deed is pertaining to Agreement, dated 01/10/2007, registered under Serial No. PVL-1/7760/2007.

2009
Declaration Deed 28-11-2008
 27-01-2009

Patvel-2
 837b
 2008

- 1) Mr. Vishnu Jansu Mhatre in his individual capacity and as natural guardian and father on behalf of his minor sons Vinayak & Nikhil.
- 2) Mr. Kashinath Bansa Mhatre.
- 3) Vidya Vidya Mhatre.

- 4) Mr. Kumbhara Jans Mhatre in his individual Capacity and as natural guardian and Father on behalf of his minor children Kajal, Komal, Nilesh, & Minal.
- 5) Yashoda Kumbhara Mhatre.
- 6) Shikantala Harichandra Patil.
- 7) Suman Jansardas Bhalekar [C/A - Mr. Elanath Datta Mhatre.]
- 8) Babubai Jans Mhatre.
- 9) Mr. Prabhat Mukund Mhatre in his individual Capacity and as guardian on behalf of one minor Akabata Mukund Mhatre.
- 10) Mousali Mukund Mhatre.
- 11) Monica Mukund Mhatre.
- 12) Shweta Mukund Mhatre.
- 13) Krishnabai Kashiath Mhatre.
- 14) Madhinda Kashiath Mhatre.
- 15) Manisha Kashiath Mhatre.
- 16) Dhama Kashiath Mhatre.
- 17) Purnabi Dhama Mhatre.
- 18) Meera Dhama Mhatre alias Meera Anant Kulkade.

19) Mr. Uday Dhama Mhatre in his individual Capacity and as natural guardian and Father on behalf of his minor son Suraj Uday Mhatre.

- 20) Bhuraj Uday Mhatre.
- 21) Sunita Dhama Mhatre.
- 22) Anita Dhama Mhatre.

23) Bhiva Kashiath Mhatre in his individual Capacity and as natural guardian and Father on behalf of his minor sons
1) Vishwas Bhiva Mhatre.
2) Vishal Bhiva Mhatre.
3) Rahul Bhiva Mhatre.

- 24) Indubai Bhiva Mhatre.
- 25) Vajrayanti Bhiva Mhatre.
- 26) Jaysree Bhiva Mhatre.
- 27) Kishora Bhiva Mhatre.

28) Ramesh Kashiath Mhatre in his individual Capacity and as natural guardian and Father on behalf of his minor sons Pravin & Avinash

- 29) Krishnabai Ramesh Mhatre.
- 30) Pramila Ramesh Mhatre.

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Panvel, District Raigad, bearing Survey No. 86-1, Hissa No. 1, area admg. H-R-P/0-76-1.

* This Conveyance Deed is pertaining to Agreement dated 01/10/2007 registered under Serial No. PVL-1/7769/2007.

2009
Confirmation Deed.
Rs. 2,85,000/-
02-02-2009
07-07-2009

Mr. Shripot Vithal Rupekar by his C/A - Mr. Narendra Ramchandra Bhalla.

To,

Mr. Karal Ramchandra Bhalla.

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Panvel, District Raigad, bearing Survey No. 76, Hissa No. 2 (1), admg. (H-R-P / 0-48-3) + Post-Office (H-R-P / 0-03-0), total area admg. (H-R-P / 0-41-3).

2009
Declaration Deed.
06-02-2009
06-02-2009

- 1) Mr. Trimbak Vitho Rupekar.
- 2) Krishnabai Trimbak Rupekar.
- 3) Deepak Trimbak Rupekar.
- 4) Bhavnika Deepak Rupekar.
- 5) Sangita Deepak Rupekar.
- 6) Karishma Trimbak Rupekar.
- 7) Rajesh Trimbak Rupekar.
- 8) Jyotsna Trimbak Rupekar.
- 9) Akshay Trimbak Rupekar.
- 10) Rani Trimbak Rupekar.
- 11) Dhanubai Vitho Rupekar.

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Panvel, District Raigad, bearing Survey No. 76, Hissa No. 2 (2), admg. (H-R-P / 0-48-0)

2009
Declaration Deed.
06-02-2009
06-02-2009

Mr. Santosh Gopinath Rupekar for himself and as Natural guardian and father of Satish Santosh Rupekar, being a minor and as C/A on behalf of Pawan Santosh Rupekar.

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Panvel, District Raigad, bearing Survey No. 79, Hissa No. 3, admg. (H-R-P / 0-48-1)

2009
Declaration Deed.
06-02-2009
06-02-2009

- 1) Shripot Vitho Rupekar.
- 2) Janshri Shripot Rupekar.
- 3) Anshu Shripot Rupekar.
- 4) Akash Shripot Rupekar, a minor.
- 5) Vikas Anshu Rupekar, a minor.

- 6) Rajesh Anshu Rupekar.
- 7) Keshav Shripot Rupekar.
- 8) Tanisha Keshav Rupekar, a minor.
- 9) Ridhi Keshav Rupekar, a minor.
- 10) Kanchan Shripot Rupekar.
- 11) Pransav Shripot Rupekar.
- 12) Vasanti Shripot Rupekar.

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Panvel, District Raigad, bearing Survey No. 76, Hissa No. 2 (1), admg. (H-R-P / 0-51-1)

2009
Conveyance Deed.
06-04-2009
09-04-2009

1) Mr. Vishnu Jans Mhatre for himself and as natural guardian on behalf of Vinayak Vishnu Mhatre and Nikhil Vishnu Mhatre, being minors.

2) Vidha Vishnu Mhatre,
3) Kumbhara Jans Mhatre for himself and as natural guardian on behalf of Kajal Kumbhara Mhatre, Komal Kumbhara Mhatre, Nilesh Kumbhara Mhatre, Minal Kumbhara Mhatre, being minors.

- 4) Yashoda Kumbhara Mhatre
- 5) Smt. Shikantala Harichandra Patil.
- 6) Smt. Basubai Jans Mhatre.

7) Smt. Prabhat Mukund Mhatre for himself and as natural guardian on behalf of Akabata Mukund Mhatre, being minor.

- 8) Kam. Minami Mukund Mhatre.
- 9) Kam. Monika Mukund Mhatre.

10) Kam. Shweta Mukund Mhatre. (Sargita Brijbhushan Gupta and Mr. Brijbhushan Shivshankar Gupta are as C/A, on behalf of above person nos. 1 to 10.)

11) Smt. Suman Jansardas Bhalekar by his C/A - Mr. Elanath Datta Mhatre.

12) Adhij & Hammer Realty Pvt. Ltd. [Director - Mr. Kanchibari Gupta.]

To,

Mrs. Sangita Brijbhushan Gupta.

Schedule :- Property (Land) situated at Village Rohinjari, Taluka Panvel, District Raigad, bearing Survey No. 88, Hissa No. 1A, admg. H-R-P / 0-70-5.

* This Conveyance Deed is in respect of document registered under serial no. PAVEL-1/7761/2007, dated 01-10-2007.

2009
Agreement
Rs. 1,81,56,000.00
M.V. Rs. 62,66,000.00
13-04-2009
13-04-2009

Mr. Govind Kana Gaikar, Prabhakar Kana Gaikar, Babubai alias Basubai Kishan Mhatre, Dhanraj Ganesh Koparkar, Behalav Govind Gaikar, Rajesh Govind Gaikar alias Rajesh Ganesh Khattar, Rohini Govind Gaikar, Reema Govind Gaikar alias Reema Milind Bhagat, Adwinhi Govind Gaikar through her natural guardian and father Mr. Govind Kana Gaikar, Babita Prabhakar Gaikar, Mangesh Prabhakar Gaikar, Sonali Prabhakar Gaikar, Pransav Prabhakar Gaikar, both by their natural guardian and father Mr. Prabhakar Kana Gaikar.

To,

Mr. Brijbhushan Shivshankar Gupta.

Schedule :- Property (Land) situated at Village Chinchivan, Taluka Panvel, District Raigad, bearing Survey No. 72, Hissa No. 1B, admg. (H-R-P / 0-51-0).

2009
Conveyance Deed.
Rs. 3,55,00,000/-
M.V. Rs. 1,10,00,000/-
04-06-2009
04-06-2009

- 1) Keshav alias Kesharimath Urdarya Mhatre.
- 2) Sanjay alias Sanjivan Daga Mhatre.
- 3) Madhus Daga Mhatre.
- 4) Sumitra Keshav alias Kesharimath Mhatre.

5) Nitish Keshav alias Kesharimath Mhatre, Pritesh Keshav alias Kesharimath Mhatre, Priyanka Keshav alias Kesharimath Mhatre, Nikita Keshav alias Kesharimath Mhatre, all being minors by their natural guardian and father Mr. Keshav alias Kesharimath Urdarya Mhatre.

- 6) Vajranta Sanjay alias Sanjivan Mhatre.
- 7) Neha Sanjay alias Sanjivan Mhatre, Nidhi Sanjay alias Sanjivan Mhatre, Anura Sanjay alias Sanjivan Mhatre, all being minors by their natural guardian and father Mr. Sanjay alias Sanjivan Daga Mhatre.

8) Prakash Daga Mishra for himself and as natural guardian and father on behalf of Pratej Prakash Mishra, being a minor, 9) Jyoti Prakash Mishra.

To,

Minal Karijibhari Gupta [C/A. - Mr. Manoj Goraknath Bhosale.]

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Panvel, District Raigad, bearing Survey No. 69, admg. (H-R-P/1-39-2).

* out of which only area admg. (H-R-P/1-0-6), as mentioned in the plan.

Parent-2 2009 Agreement 21-08-2009 2007 22-08-2009 Rs. 2,69,00,000/- M.V. Rs. 84,70,000/-

- 1) Shalik Shiva Mishra alias Patil. 2) Anita Chandrakant Nimse. 3) Sunanda Sunder Patil. 4) Vitthal Dinkar Mishra alias Patil. 5) Thakabai Shalik Mishra alias Patil. 6) Prabhakar Shalik Mishra alias Patil for himself and as natural guardian on behalf of parva Prabhakar Mishra alias Patil and Pratiksha Prabhakar Mishra alias Patil. 7) Dhambai Prabhakar Mishra alias Patil.

To,

Minal Karijibhari Gupta [C/A. - Mr. Manoj Goraknath Bhosale.]

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Panvel, District Raigad, bearing Survey No. 67, Hissa No. 1, admg. (H-R-P/0-77-0).

* On record in the computer there was not prepared. Index-II record of Village Rohinjia Turf Taleje, hence above registered documents entry has been taken in the Index-II record of Village Panvel. In the said document consideration read as Rs. 2,69,50,000/- instead of consideration Rs. 2,69,00,000/-.

Parent-2 2009 Agreement 01-10-2009 6179 01-10-2009 Rs. 1,81,56,000/- M.V. Rs. 47,40,000/-

- 1) Mr. Govind Kana Gaikar. 2) Mr. Prabhakar Kana Gaikar. 3) Babibai alias Banubai Krishna Mishra alias Banubai Krishna Mishra.

Parent-2 2010 Conveyance Deed 01-07-2010 1155 11-02-2010 Rs. 2,69,30,000,000/-

- 1) Shalik Shiva Mishra. 2) Anita Chandrakant Nimse. 3) Sunanda Sunder Patil. 4) Vitthal Dinkar Mishra alias Patil. 5) Thakabai Shalik Mishra alias Patil alias Thakabai Shalik Mishra alias Patil. 6) Prabhakar Shalik Mishra alias Patil for himself and as minor guardian on behalf of Padmprabhakar Mishra alias Patil, Prabhakar Mishra alias Patil. 7) Dhambai alias Dhambai Prabhakar Mishra alias Patil.

To,

Mrs. Minal Karijibhari Gupta.

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Panvel, District Raigad, bearing Survey No. 67, Hissa No. 1, admg. (H-R-P/0-77-0).

Parent-2 2010 Power of Attorney 02-02-2010 1155 25-03-2010

- 1) Shalik Shiva Mishra. 2) Anita Chandrakant Nimse. 3) Sunanda Sunder Patil. 4) Vitthal Dinkar Mishra alias Patil. 5) Thakabai Shalik Mishra alias Patil. 6) Prabhakar Shalik Mishra alias Patil for himself and as minor guardian on behalf of Padmprabhakar Mishra alias Patil, Prabhakar Mishra alias Patil. 7) Dhambai alias Dhambai Prabhakar Mishra alias Patil.

To,

Mr. Brijbhushan Shivbhanekar Gupta.

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Panvel, District Raigad, bearing Survey No. 67, Hissa No. 1, admg. (H-R-P/0-77-0).

Parent-2 2010 Mortgage L... 04-01-2010 1157 11-02-2010

- 1) Shalik Shiva Mishra alias Patil. 2) Anita Chandrakant Nimse. 3) Sunanda Sunder Patil. 4) Vitthal Dinkar Mishra alias Patil. 5) Thakabai Shalik Mishra alias Patil.

- 4) Deepadi Ganesh Karparkar. 5) Babibai Govind Gaikar. 6) Babibai Govind Gaikar alias Babibai Ganesh Kharatar. 7) Babibai Govind Gaikar and 5 others.

To,

Minal Karijibhari Gupta [C/A. - Mr. Manoj Goraknath Bhosale.]

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Panvel, District Raigad, bearing Survey No. 72, Hissa No. 1 B, admg. (H-R-P/0-51-0)

[This Agreement is in respect of document registered under Serial No. 1880/2009, dated 13-04-2009.]

Parent-2 2009 Conveyance Deed 18-12-2009 8381 18-12-2009 Rs. 3,55,00,000/- M.V. Rs. 1,10,00,000/-

- 1) Mr. Ramesh Krishna Gaikar alias Gaikwad, Mr. Naresh Krishna Gaikar alias Gaikwad, Meena Kamal Patil, all by their C/A. - Mr. Brijbhushan Shivbhanekar Gupta. 2) Nanda Ramesh Gaikar alias Gaikwad, Sajjan Ramesh Gaikar alias Gaikwad, Sunita Ramesh Gaikar alias Gaikwad, Avinash Ramesh Gaikar alias Gaikwad, Kajal Ramesh Gaikar alias Gaikwad, all being minors by their natural guardian - Mr. Ramesh Krishna Gaikar alias Gaikwad, Kalpana Naresh Gaikar alias Gaikwad, Shweta Naresh Gaikar alias Gaikwad, Sandesh Naresh Gaikar alias Gaikwad, all being minors by their natural guardian - Mr. Naresh Krishna Gaikar alias Gaikwad, (Mr. Brijbhushan Shivbhanekar Gupta is as C/A. on behalf of all above persons mentioned as nos. 1 & 2).

To,

Minal Karijibhari Gupta.

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Panvel, District Raigad, bearing Survey No. 69, total area admg. (H-R-P/1-39-2).

* Out of which only area admg. (H-R-P/1-0-6), as mentioned in the plan.

* The above Conveyance Deed is in respect of Conveyance Deed, dated 04-06-2009, registered under serial no. Parent-2/2998 of 2009.

- 6) Prabhakar Shalik Mishra alias Patil for himself and as natural guardian on behalf of parva Prabhakar Mishra alias Patil and Pratiksha Prabhakar Mishra alias Patil. 7) Dhambai Prabhakar Mishra alias Patil.

To,

Minal Karijibhari Gupta [C/A. - Mr. Manoj Goraknath Bhosale.]

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Panvel, District Raigad, bearing Survey No. 67, Hissa No. 1, admg. (H-R-P/0-77-0).

* This Mortgage Deed is in respect of Agreement, dated 21-08-2009, registered under serial no. Parent-2/5002/2009 on 22-08-2009.

Parent-2 2010 Notice of Lis Pendens 23-02-2010 2881 23-03-2010

Suit No. 111/2010 Spl. Civil Suit Karijibhari Shivbhanekar Gupta.

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Panvel, District Raigad, bearing Survey No. 67(2), admg. (H-R-P/0-80-0).

Parent-2 2010 Conveyance Deed 17-02-2010 1613 16-03-2010 Balam Dhakalu Mishra.

To,

Karijibhari Gupta.

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Panvel, District Raigad, bearing Survey No. 66, Hissa No. 2, admg. (H-R-P/0-27-0).

Parent-2 2010 Mortgage Deed 17-02-2010 1613 16-03-2010 Balam Dhakalu Mishra and 9 others.

To,

Karijibhari Gupta.

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Panvel, District Raigad, bearing Survey No. 66, Hissa No. 2, admg. (H-R-P/0-27-0).

2010
Parcel-1 1669 2010
Conveyance Deed
 Rs. 2,41,30,000/-
 M.V. No. 55,20,0000/-

- 1) Keshav alias Keshavnath Undarya Mishra,
 - 2) Sanjay alias Sanjivan Dapla Mishra,
 - 3) Mathias Dapla Mishra,
 - 4) Sumitra Keshav alias Keshavnath Mishra,
 - 5) Nilesh Keshav alias Keshavnath Mishra,
- Prithvi Keshav alias Keshavnath Mishra,
 Priyanka Keshav alias Keshavnath Mishra,
 Nikita Keshav alias Keshavnath Mishra,
 all being minors by their natural guardian and father Mr. Keshav alias Keshavnath Undarya Mishra.

- 6) Valjanta Sanjay alias Sanjivan Mishra,
 - 7) Neha Sanjay alias Sanjivan Mishra,
 - 8) Nidhi Sanjay alias Sanjivan Mishra,
 - 9) Anam Sanjay alias Sanjivan Mishra,
- all being minors by their natural guardian and father Mr. Sanjay alias Sanjivan Dapla Mishra.

8) Prakash Dapla Mishra for himself and as natural guardian and father on behalf of Prator Prakash Mishra, being a minor.

9) Jyoti Prakash Mishra.

To,

Minat Kanchibari Gupta.

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No. 07, Hissa No. 2 (1), admg. (H-R-P / 0-48-3).

2010
Parcel-2 1672 2010
Power of Attorney
 Keshavnath Undarya Mishra.

To,

Brhishnath Gupta.

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No. 07, Hissa No. 2 (1).

2010
Parcel-2 1614 2010
Power of Attorney
 Balaram Dhakole Mishra.

To,

Brhishnath Gupta.

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing-

S. No./H. No.	Area in H-R-P.
70 / 2	0-34-8
71 / 4	0-10-0
77 / 1	0-57-2
88 / 0	0-77-1.5
89 / 1	0-71-0.6
90 / 0	0-08-0.7
99 / 2	0-14-2.8
67 / 4	0-23-0.9
68 / 4	0-25-3.10
72 / 3	0-46-3.11
89 / 2	0-23-3.12
109 / 3	0-22-8.17
109 / 3	0-19-5

2010
Parcel-1 8614 2010
Conveyance Deed
 Rs. 41,65,000.00
 15-07-2010
 21-07-2010

- 1) Mr. Jnanadan Dapla Patil.
- 2) Person nos. 2 to 10 by their C/A. - Mr. Kanchibari Gupta.

To,

Sangreta Brhishnath Gupta.

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No. 64, Hissa No. 2, admg. (H-R-P / 0-20-3).

* This Conveyance Deed is in respect of document registered under serial no. Parvel-1/979/2008.

2010
Parcel-1 8615 2010
Declaration Deed
 15-07-2010
 21-07-2010

- 1) Mr. Jnanadan Dapla Patil.
- 2) Person nos. 2 to 10 by their C/A. - Mr. Kanchibari Gupta.

To,

Sangreta Brhishnath Gupta.

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No. 64, Hissa No. 2, admg. (H-R-P / 0-20-3).

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No. 06, Hissa No. 2.

2010
Parcel-1 8512 2010
Release Deed
 Rs. 8,21,00,000.00
 13-07-2010
 20-07-2010

- M.S. Dynasty Developers,
 [Partners - 1) Mr. Kishore Govind Patil,
 2) Mr. Prakash H. Parakh,
 both by their C/A. - Sanjay
 Pandurang Chaudhari.]

To,

- 1) Brhishnath Shirodankar Gupta.
- 2) Sangreta Brhishnath Gupta.
- 3) Minat Kanchibari Gupta.

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing-

S. No./H. No.	Area in H-R-P.
70 / 2	0-34-8
71 / 4	0-10-0
77 / 1	0-57-2
88 / 0	0-77-1.5
89 / 1	0-71-0.6
90 / 0	0-08-0.7
99 / 2	0-14-2.8
67 / 4	0-23-0.9
68 / 4	0-25-3.10
72 / 3	0-46-3.11
89 / 2	0-23-3.12
109 / 3	0-22-8.17
109 / 3	0-19-5

2010
Parcel-1 8512 2010
Release Deed
 Rs. 8,21,00,000.00
 13-07-2010
 20-07-2010

- M.S. Dynasty Developers,
 [Partners - 1) Mr. Kishore Govind Patil,
 2) Mr. Prakash H. Parakh,
 both by their C/A. - Sanjay
 Pandurang Chaudhari.]

To,

- 1) Brhishnath Shirodankar Gupta.
- 2) Sangreta Brhishnath Gupta.
- 3) Minat Kanchibari Gupta.

2010
Parcel-1 10084 2010
Declaration Deed
 14-09-2010
 14-09-2010

- 1) Mr. Shantaram Lakha Mishra.
- 2) Smt. Yashoda Bhagwan Mishra.
- 3) Smt. Sushila Baliram Patil.
- 4) Smt. Vaishali Nirvati Bhagat.
- 5) Mr. Sachin Bhagwan Mishra.
- 6) Mrs. Sushra Bhagwan Mishra.
- 7) Mr. Vasudev Baban Mishra.
- 8) Mr. Ashok Baban Mishra.
- 9) Mr. Satish Baban Mishra.
- 10) Anita Shatrughna Thakur.
- 11) Smt. Vibhava Baban Mishra & 13 others.

To,

Mr. Kanchibari Gupta.

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No. 67, Hissa No. 2(2), admg. (H-R-P / 0-38-0).

2010
Parcel-1 10083 2010
Conveyance Deed
 Rs. 2,68,00,000.00
 M.V. No. 41,80,0000/-
 14-09-2010
 14-09-2010

- 1) Mr. Shantaram Lakha Mishra.
- 2) Smt. Yashoda Bhagwan Mishra.
- 3) Smt. Sushila Baliram Patil.
- 4) Smt. Vaishali Nirvati Bhagat.
- 5) Mr. Sachin Bhagwan Mishra.
- 6) Mrs. Sushra Bhagwan Mishra.
- 7) Mr. Vasudev Baban Mishra.
- 8) Mr. Ashok Baban Mishra.
- 9) Mr. Satish Baban Mishra.
- 10) Anita Shatrughna Thakur.
- 11) Smt. Vibhava Baban Mishra & 13 others.

To,

Mr. Kanchibari Gupta.

Schedule :- Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No. 67, Hissa No. 2(2), admg. (H-R-P / 0-38-0).

2010
Parcel-1 11187 2010
Conveyance Deed
 Rs. 1,60,00,000.00
 M.V. No. 45,08,0000/-
 03-11-2010
 09-11-2010

- 1) Mr. Ramash Krishna Galke alias Galikwad.
- 2) Mr. Naresh Krishna Galke alias Galikwad.
- 3) Meera Ramdas Patil & 6 others.

To,

To,

Minal Kumbhari Gupta,

Schedule :- Property (Land) situated at Village Rohinjan, Taluka Parvel, District Raigad, bearing Survey No. 49, admg. (H-R-P / 0-39-2), Conveyed area admg. (H-R-P / 0-39-2).

Panel-1
13130
2010

2010
Declaration Deed
03-11-2010
09-11-2010

- 1) Mr. Ramesh Krishna Gaikar alias Gaikwad.
- 2) Mr. Naresh Krishna Gaikar alias Gaikwad.
- 3) Mrs. Ramdas Patil & 6 others.

To,

Minal Kumbhari Gupta,

Schedule :- Property (Land) situated at Village Rohinjan, Taluka Parvel, District Raigad, bearing Survey No. 49, admg. (H-R-P / 0-39-2), Conveyed area admg. (H-R-P / 0-39-2).

Panel-1
13141
2011

2011
Declaration Deed
05-05-2011
07-05-2011

Mr. Kailas Baban Bhoir in his individual capacity and C/A on behalf of person nos. 1 to 24.

To,

Sangita Brijbhushan Gupta.

Schedule :- Description as per mentioned in the document

Panel-1
1628
2011

2011
Agreement
08-05-2011
08-05-2011

Rs. 27,33,30,000.00
M.Y. No. 3,72,75,000.00

Jijhai Ghurat & 82 others.

To,

Mrs. Minal Kumbhari Gupta.

Schedule :- Property (Land) situated at Village Rohinjan, Taluka Parvel, District Raigad bearing

Survey No.	Hissa No.	Area (H-R-P)
62	2	0-21-6
76	1	0-52-9
77	2	1-74-0

Panel-1
8788
2011

2011
Conveyance Deed
Rs. 7,13,30,000/-
M.Y. No. 3,72,73,000/-

21-07-2011
25-07-2011

Jijhai Babu Ghurat & 82 others.
[C/A - Mr. Brijbhushan Shivbanskar Gupta]

To,

Minal Kumbhari Gupta.

Schedule :- Property (Land) situated at Village Rohinjan, Taluka Parvel, District Raigad, bearing -

Survey No./Hissa No.	Area (H-R-P)
62/2	0-21-6
76/1	0-52-9
77/2	1-74-0

Panel-2
13213
2011

2011
Mortgage Deed
Rs. 65,00,00,000.00

16-12-2011
16-12-2011

- 1) Minal Kumbhari Gupta.
- 2) Sangita Brijbhushan Gupta.
- 3) Brijbhushan Shivbanskar Gupta.

To,

Kotak Mahindra Bank Ltd.

Schedule :- Property (Non Agricultural Land) situated at Village Rohinjan, Taluka Parvel, District Raigad bearing Survey Nos. Hissa Nos. 71/2, 4, 3, 70/1, 2, 76/2, 2/1, 1/1, 6/0, 6/2, 1B, 4, 1A, 67/1, 5, 6/2, 77/1, 88/0, 89/1, 2, 90/0, 99/2, 86/2, 1, 91/3, 72/1A, 1B, total area admg. 21.63 Acres.

Panel-1
16219
2011

2011
Confirmation Deed
Rs. 40,00,000.00

22-12-2011
23-12-2011

Budhjai Nighskar and others.
[Mr. Brijbhushan Gupta as C/A on behalf of above persons 1 to 8.]

To,

Sangita Brijbhushan Gupta.

Schedule :- Property (Land) situated at Village Rohinjan, Taluka Parvel, District Raigad bearing Survey No. 68, Hissa No. 2, admg. (H-R-P / 0-46-0), Survey No. 72, Hissa No. 1A, admg. (H-R-P / 0-52-9).

Panel-1
186
2012

2012
Rectification Deed
07-01-2012
07-01-2012

- 1) Brij Bhushan Shivbanskar Gupta.
- 2) Minal Kumbhari Gupta.
- 3) Sangita Brijbhushan Gupta.

To,

Kotak Mahindra Bank Ltd.

Schedule :- The Rectification Deed is in respect of Mortgage Deed, dated 16-12-2011, registered under Serial No. Panel-3 / 12313 / 2011 on 16-12-2011.

* Description as per mentioned in the Document.

Panel-2
2013
2013

2013
Notice of Lis Pendens
19-04-2013
02-05-2013

Mr. Brijbhushan Shivbanskar Gupta.

Schedule :- Property (Land) situated at Village Rohinjan, Taluka Parvel, District Raigad, bearing Survey No. 76, Hissa No. 3, admg. (H-R-P / 0-48-0), Survey No. 80, Hissa No. 2, admg. (H-R-P / 0-25-0) and Survey No. 76, Hissa Nos. 1+4A, admg. (H-R-P / 0-10-9).

Panel-1
1429
2014

2014
Mortgage Deed
Rs. 60,00,00,000/-

19-03-2014
20-03-2014

- 1) Minal Kumbhari Gupta.
- 2) Sangita Brijbhushan Gupta.
- 3) Brijbhushan Gupta.
- 4) Kumbhari Gupta.

5) M/S. Adhiraj Construction Pvt. Ltd. through Mr. Brijbhushan Gupta.

To,

Kotak Mahindra Investment Ltd.

Schedule :- Property (Land) situated at Village Rohinjan, Taluka Parvel, District Raigad, bearing.....

- I) Land bearing Survey No. 76/1, 77/2 and 79/3, admg. 27900 Sq. Meters, i.e. 6.87 Acres and N.A. land bearing Survey No. 69/0 (part), 70/1, 70/2, 71/2, 71/3, 71/4, 72/1A, 72/1B, 72/3, 76/2(1), 76/2(2), 77/1, 86/1, 86/2, 88/0, 89/1, 89/2, 90/0, 91/3, admg. 87706.72 Sq. Meters, i.e. 28.80 Acres and total 853 unsold Units, total built-up area admg. 10,29,878 Sq. Feet and balance receivable amount (together with the car parking's) in respect of total 576 sold out Units, total built-up area admg. 678594 Sq. Feet in the building known as "Adhiraj Upacale (Samyama)" as per mentioned in the Annexure-4.

* Total land area admg. 115206.72 Sq. Meters, i.e. 28.80 Acres.

- II) Property known as "Adhiraj Gardens" situated at Sector No. 5, Plot No. 32, Kharghar, New Mumbai, a Leasehold land admg. 32629.85 Sq. Meters, out of which an area admg. 10365.1 Sq. Meters and unsold Units of the of Phase-III in the said project known as "Adhiraj Gardens" and also sold out Units as per mentioned in the Annexure-5 and balance receivable amount in respect of sold out units, as per mentioned in the Annexure-5.

Panel-1
7911
2013

2013
Conveyance Deed
Rs. 16,00,000/-
M.Y. No. 18,43,500/-

23-08-2013
23-08-2013

Adhiraj Construction Pvt. Ltd.
[Director - 1) Brij Bhushan Gupta.]
[2) Machhindra Kashinath Mhatre.]
[3) Sangita Brijbhushan Gupta.]

To,

Sangita Brijbhushan Gupta.

Schedule :- Property (Land) situated at Village Rohinjan, Taluka Parvel, District Raigad, bearing Survey No. 86, Hissa No. 1, area admg. H-R-P / 0-70-8.

*Out of which only 1/2nd undivided share, i.e. admg. 640 Sq. Meters.

Panel-1
1421
2014

2014
Agreement
21-03-2014
25-03-2014

Akhata Mohan Mhatre.

To,

Smt. Sangita Brijbhushan Gupta.

Schedule : - Property (Land) situated at Village Rohinjan, Taluka Parvat, District Raigad, bearing

Survey No.	Hissa No.	Area in (H-R-P) <small>(per cent area of plot/lot/area)</small>
68	1A	0-30-3
68	1B	0-30-5
86	2	0-60-0
91	3	0-40-0
88	1	0-78-8

* Total area admg. 237.8 Hectors.

Parent-1
2424
2014

2014
Agreement
21-02-2014
23-03-2014

Ashata Mukund Mishra.

To,

- 1) Smt. Sangita Brijbhushan Gupta.
- 2) Smt. Mital Kuj Bihari Gupta.

Schedule : - Property (Land) situated at Village Rohinjan, Taluka Parvat, District Raigad, bearing

Survey No.	Hissa No.	Area in (H-R-P)
72	3	0-46-3
89	2	2-23-3

* Total area admg. 69.6 Hectors.

Parent-1
2322
2014

2014
Agreement
05-04-2014
09-04-2014

Vinanti Manik Mishra.

To,

Smt. Mital Kuj Bihari Gupta

Schedule : - Property (Land) situated at Village Rohinjan, Taluka Parvat, District Raigad, bearing

Survey No.	Hissa No.	Area in (H-R-P)
76	1	0-52-9
77	2	1-74-0
62	2	0-20-8

* Total area admg. 24770 Sq. Meters.

Parent-1
2361
2014

2014
Rectification Deed
11-03-2014
31-03-2014

- 1) Brijbhushan Gupta.
- 2) Sangita Brijbhushan Gupta.
- 3) Kujbhari Gupta.
- 4) Mital Kujbhari Gupta.

To,

Kotak Mahindra Investment Ltd.
(Mr. Rajiv Kamara)

Schedule : - a wrong property description, which was mentioned as "Adhiraj Gardens" Sector No. 3, Plot No. 32 Kharghar, Navi Mumbai, a leasehold land admg. about 22629.85 Sq. Meters, out of which a Phase-III area admg. 10365.1 Sq. Meters has now been rectified and shall be read as "Adhiraj Garden" Sector No. 3, Plot No. 32, Kharghar, Navi Mumbai, a leasehold land admg. about 12731.08 Sq. Meters, out of which, a Phase No. III area admg. 13141.50 Sq. Meters, also made other rectifications as per mentioned in the document.

Ref. :- original Indenture of Mortgage Deed was executed on 19-03-2014, duly registered under serial no. Parent-1 /1479/2014 on 20-03-2014. (Survey No. 76 /1, 77 /2, 79 /3, 69 /0 (Part), 70 /1, 70 /2, 71 /2, 71 /3, 71 /4, 72 /1A, 72 /1B, 72 /3, 76 /2(1), 76 /2(2), 77 /1, 86 /1, 86 /2, 88 /0, 89 /1, 89 /2, 90 /0, 91 /3.)

Parent-2
1136
2015

2015
Mortgage Deed
Rs. 40,00,00,000/-
06-02-2015
06-02-2015

M/S. Adhiraj Construction Pvt. Ltd.
(Director - Mr. Brijbhushan Gupta.)

To,

Kotak Mahindra Bank Ltd.

Schedule : - Property known as "Adhiraj Gardens" situated at Sector No. 3, Plot No. 32, Kharghar, Navi Mumbai, a Leasehold land admg. 13141.50 Sq. Meters and unsold 17 Units (Saleable area admg. 23532.50 Sq. Feet) of the of Phase-III in the said project known as "Adhiraj Gardens" and saleable Commercial area admg. 96400 Sq. Feet and also further realizable amount of sold out Units as per mentioned in the Annexure-4, Village Kharghar, Taluka Parvat District Raigad.

Parent-1
2075
2013

2013
Mortgage Deed
11-06-2013
13-06-2013

- 1) Brijbhushan Gupta.
- 2) Sangita Brijbhushan Gupta.
- 3) Kujbhari Gupta.
- 4) Mital Kujbhari Gupta.
- 5) M/S. Adhiraj Construction Pvt. Ltd.
(Director - Mr. Brijbhushan Gupta.)

To,

Kotak Mahindra Bank Ltd.

Schedule : - Property (Land) situated at Village Rohinjan, Taluka Parvat, District Raigad, bearing

I) All that piece or parcel of Non Agricultural, Unreserved total land admg. 113206.72 Sq. Meters or thereabouts, bearing Survey No. /Hissa No. 76 /1, 77 /2 and 79 /1, 69 /0 (Part), 70 /1, 70 /2, 71 /2, 71 /3, 71 /4, 72 /1A, 72 /1B, 72 /3, 76 /2(1), 76 /2(2), 77 /1, 86 /1, 86 /2, 88 /0, 89 /1, 89 /2, 90 /0, 91 /3.

II) Alongwith all the existing under construction and to be made units, structures on above and in any form for any purpose including 585 unold Flats /Units /Apartment in building proposed to be known as "Adhiraj Upside (Samyama)" having approx. 415424 Carpet Area in Sq. Feet with the receivable, book debts, receipt and balance amount to be received there from AND the receivables, book debts, receipts and balance amount to be received from the buyers of the allotted Units / Apartment /Flats as listed Annexure-5 being total 828 units for total 589989 Carpet Area Sq. Feet including receipt from the Car Parking Spaces and all the amount, income, receipt, receivable, accession, accretals, compensation and benefits to be received from and respects to above land or construction made thereon, together with cottages, club house, swimming pool, squash court, mini conference hall, country club, hotel and resort constructed to be constructed thereon including all existing and future receipt, receivables, accession, easement, right of way, accretals, FSI, TDR benefits and any benefits from above land and project with rights to complete the construction and project including relating to all sold and unold units.

* Deed of Mortgage has been executed in relation to Deed of Mortgage, dated 06-02-2015, duly registered under serial No. Parent-2 /1136/2015 on 06-02-2015.

Parent-1
967
2016

2016
Conveyance Deed
Rs. 1,68,94,516/-
M.V. Rs. 4,86,17,000/-
30-01-2016
30-01-2016

Mr. Brij Bhushan Shivshankar Gupta.

To,

M/S. Adhiraj Construction Pvt. Ltd.
(Director - Brij Bhushan Shivshankar Gupta.)

Schedule : - Property (Land) situated at Village Rohinjan, Taluka Parvat, District Raigad, bearing

Survey No.	Hissa No.	Area in (H-R-P)	Area in (Sq. Mtrs.)
71	4	0-10-0	1000
77	1	0-52-2	8720
88	0	0-77-1	7710
89	1	0-71-0	7100
90	0	0-08-0	800
99	2	0-14-2	1420

* Total area admg. 23750 Sq. Meters.

Parent-1
967
2016

2016
Conveyance Deed
Rs. 1,68,94,516/-
M.V. Rs. 4,86,17,000/-
30-01-2016
30-01-2016

Mr. Brij Bhushan Shivshankar Gupta.

To,

M/S. Adhiraj Construction Pvt. Ltd.
(Director - Brij Bhushan Shivshankar Gupta.)

Schedule : - Property (Land) situated at Village Rohinjan, Taluka Parvat, District Raigad, bearing Survey No. 67, Hissa No. 4, admg. H-R-P/0-23-0, i.e. 2300 Sq. Meters and Survey No. 68, Hissa No. 4, admg. H-R-P/0-25-3, i.e. 2530 Sq. Meters, total area admg. 4830 Sq. Meters.

Parent-1
968
2016

2016
Supplementary Agreement
30-01-2016
30-01-2016

Mr. Brij Bhushan Shivshankar Gupta.

To,

M/S. Adhiraj Construction Pvt. Ltd.
(Director - Brij Bhushan Shivshankar Gupta.)

Schedule : - Property (Land) situated at Village Rohinjan, Taluka Parvat, District Raigad, bearing Survey No. 67, Hissa No. 4, admg. H-R-P/0-23-0, i.e. 2300 Sq. Meters and Survey No. 68, Hissa No. 4, admg. H-R-P/0-25-3, i.e. 2530 Sq. Meters, total area admg. 4830 Sq. Meters.

* This Supplementary Deed is in respect of Conveyance Deed, dated 30-01-2016, registered under Serial No. Parent-1 /967/2016 on 30-01-2016.

Parent-1
969
2016

2016
Conveyance Deed
Rs. 8,78,89,650/-
M.V. Rs. 24,85,62,400/-
30-01-2016
30-01-2016

Brij Bhushan Shivshankar Gupta.

To,

Parcel-4
970
2016

2016
Supplementary Agreement
01-02-2016
30-01-2016

Brj Bhushan Shivshankar Gupta.

To,

M/S. Adhiraj Construction Pvt. Ltd.
[Director - Brj Bhushan Shivshankar Gupta.]

Schedule : - Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No.

Survey No.	Hissa No.	Area in (H-R-P)	Area in (Sq. Mtrs.)
71	4	6-10-0	1000
77	1	6-57-2	5720
88		6-77-1	7710
77	1	6-57-2	5720
89	1	6-71-0	7100
90		6-08-0	800
99	2	6-14-2	1420

* Total area admg. 23750 Sq. Meters.

* This Supplementary Deed is in respect of Conveyance Deed, dated 10-08-2015, registered under Serial No. Parvel-4/969/2016 on 30-01-2016.

Parcel-4
972
2016

2016
Supplementary Agreement
01-02-2016
30-01-2016

Mr. Brj Bhushan Shivshankar Gupta.

To,

M/S. Adhiraj Construction Pvt. Ltd.
[Director - Brj Bhushan Shivshankar Gupta.]

Schedule : - Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No. 71, Hissa No. 3, admg. H-R-P-0-22-8, i.e. 2280 Sq. Meters.

* This Supplementary Deed is in respect of Conveyance Deed, dated 10-08-2015, registered under Serial No. Parvel-4/971/2016 on 30-01-2016.

Parcel-4
997
2016

2016
Conveyance Deed
Rs. 2,06,84,000/-
M.V. Rs. 1,58,67,300/-

10-08-2015
01-02-2016

Mr. Karjibhai Gupta.

To,

M/S. Adhiraj Construction Pvt. Ltd.
[Director - Brj Bhushan Shivshankar Gupta.]

Schedule : - Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No.

Survey No.	Hissa No.	Area in (H-R-P)	Area in (Sq. Mtrs.)
88	1A	6-30-5	3050
88	1B	6-30-5	3050
86	2	6-60-0	6000
91	3	6-40-0	4000
86	1	6-76-8	7680
72	1A	6-52-0	5200
88	2	6-48-0	4800
84	2	6-20-3	2030

* Total area admg. 33700 Sq. Meters.

* This Supplementary Deed is in respect of Conveyance Deed, dated 10-08-2015, registered under Serial No. Parvel-4/1000/2016 on 01-02-2016.

Parcel-4
995
2016

2016
Conveyance Deed
Rs. 3,76,50,000/-
M.V. Rs. 2,69,56,000/-

10-08-2015
01-02-2016

Mr. Karjibhai Gupta.

To,

M/S. Adhiraj Construction Pvt. Ltd.
[Director - Brj Bhushan Shivshankar Gupta.]

Schedule : - Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No. 66, Hissa No. 2, admg. H-R-P-0-27-0, i.e. 2700 Sq. Meters and Survey No. 67, Hissa No. 2(1), admg. H-R-P-0-48-3, i.e. 4830 Sq. Meters, total area admg. 7530 Sq. Meters.

* This Supplementary Deed is in respect of Conveyance Deed, dated 10-08-2015, registered under Serial No. Parvel-4/995/2016 on 01-02-2016.

Parcel-4
996
2016

2016
Supplementary Agreement
01-02-2016
01-02-2016

Mr. Karjibhai Gupta.

To,

M/S. Adhiraj Construction Pvt. Ltd.
[Director - Brj Bhushan Shivshankar Gupta.]

Schedule : - Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No. 66, Hissa No. 2, admg. H-R-P-0-27-0, i.e. 2700 Sq. Meters and Survey No. 67, Hissa No. 2(1), admg. H-R-P-0-48-3, i.e. 4830 Sq. Meters, total area admg. 7530 Sq. Meters.

* This Supplementary Deed is in respect of Conveyance Deed, dated 10-08-2015, registered under Serial No. Parvel-4/995/2016 on 01-02-2016.

Schedule : - Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No. 67, Hissa No. 2(2), admg. H-R-P-0-38-0, i.e. 3800 Sq. Meters.

Parcel-4
998
2016

2016
Supplementary Agreement
01-02-2016
01-02-2016

Mr. Karjibhai Gupta.

To,

M/S. Adhiraj Construction Pvt. Ltd.
[Director - Brj Bhushan Shivshankar Gupta.]

Schedule : - Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No. 67, Hissa No. 2(2), admg. H-R-P-0-38-0, i.e. 3800 Sq. Meters.

* This Supplementary Deed is in respect of Conveyance Deed, dated 10-08-2015, registered under Serial No. Parvel-4/997/2016 on 01-02-2016.

Parcel-4
1000
2016

2016
Conveyance Deed
Rs. 12,46,34,654/-
M.V. Rs. 9,37,79,000/-

10-08-2015
01-02-2016

Sangita Brj Bhushan Gupta.

To,

M/S. Adhiraj Construction Pvt. Ltd.
[Director - Brj Bhushan Shivshankar Gupta.]

Schedule : - Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No.

Survey No.	Hissa No.	Area in (H-R-P)	Area in (Sq. Mtrs.)
88	1A	6-56-5	3550
88	1B	6-30-5	3050
86	2	6-60-0	6000
91	3	6-40-0	4000
84	1	6-76-8	7680
72	1A	6-52-0	5200
88	2	6-48-0	4800
84	2	6-20-3	2030

* Total area admg. 33700 Sq. Meters.

Parcel-4
1001
2016

2016
Supplementary Agreement
01-02-2016
01-02-2016

Sangita Brj Bhushan Gupta.

To,

M/S. Adhiraj Construction Pvt. Ltd.
[Director - Brj Bhushan Shivshankar Gupta.]

Parcel-4
1002
2016

2016
Conveyance Deed
Rs. 3,65,51,226/-
M.V. Rs. 10,34,79,000/-

10-08-2015
01-02-2016

1) Minal Karjibhai Gupta.
2) Sangita Bhijoshankar Gupta.

To,

M/S. Adhiraj Construction Pvt. Ltd.
[Director - Brj Bhushan Shivshankar Gupta.]

Schedule : - Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No. 70, Hissa No. 2, admg. H-R-P-0-34-8, i.e. 3480 Sq. Meters, Survey No. 72, Hissa No. 3, admg. H-R-P-0-46-3, i.e. 4630 Sq. Meters and Survey No. 89, Hissa No. 2, admg. H-R-P-0-23-3, i.e. 2330 Sq. Meters, total area admg. 10440 Sq. Meters.

Parcel-4
1003
2016

2016
Supplementary Agreement
01-02-2016
01-02-2016

1) Sangita Brj Bhushan Gupta.
2) Minal Karjibhai Gupta.

To,

M/S. Adhiraj Construction Pvt. Ltd.
[Director - Brj Bhushan Shivshankar Gupta.]

Schedule : - Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No. 70, Hissa No. 2, admg. H-R-P-0-34-8, i.e. 3480 Sq. Meters, Survey No. 72, Hissa No. 3, admg. H-R-P-0-46-3, i.e. 4630 Sq. Meters and Survey No. 89, Hissa No. 2, admg. H-R-P-0-23-3, i.e. 2330 Sq. Meters, total area admg. 10440 Sq. Meters.

* This Supplementary Deed is in respect of Conveyance Deed, dated 10-08-2015, registered under Serial No. Parvel-4/1002/2016 on 01-02-2016.

Parcel-4
1005
2016

2016
Conveyance Deed
Rs. 1,93,34,840/-
M.V. Rs. 4,13,40,000/-

10-08-2015
01-02-2016

Minal Karjibhai Gupta.

To,

M/S. Adhiraj Construction Pvt. Ltd.
[Director - Brj Bhushan Shivshankar Gupta.]

Schedule : - Property (Land) situated at Village Rohinjia, Taluka Parvel, District Raigad, bearing Survey No. 76, Hissa No. 3(1), admg. H-R-P-0-51-3, i.e. 5130 Sq. Meters.

2016
Panel-4 **Supplementary Deed** **01-02-2016**
 1005 **Rs. 48,14,46,754/-** **01-02-2016**
 2016 **M.V. No. 912743/2016**

Minal Kumbhari Gupta

To,

M/S. Adhiraj Construction Pvt. Ltd.
 [Director - Brij Bhushan Shivshankar Gupta]

Schedule :- Property (Land) situated at Village Rohinjan, Taluka Parvel, District Raigad, bearing _____.

Survey No.	Hissa No.	Area in (H.R.Pl.)	Area in (Sq. Mtrs.)
76	2(2)	0-48-0	4800
79	3	0-48-1	4810
80		1-39-2	13920
87	1	0-77-0	7700
72	1B	0-51-0	5100
70	1	0-21-7	2170
71	2	0-28-0	2800
78	1	0-52-9	5290
77	2	1-74-0	17400

* Total area admg. 63990 Sq. Meters.

2016
Panel-4 **Supplementary Agreement** **01-02-2016**
 1005 **Rs. 6,72,60,000/-** **01-02-2016**
 2016 **M.V. No. 912743/2016**

Minal Kumbhari Gupta.

To,

M/S. Adhiraj Construction Pvt. Ltd.
 [Director - Brij Bhushan Shivshankar Gupta]

Schedule :- Property (Land) situated at Village Rohinjan, Taluka Parvel, District Raigad, bearing Survey No. 76, Hissa No. 2(1), admg. H-R-P/O-51-3, i.e. 5130 Sq. Meters.

* This Supplementary Deed is in respect of Conveyance Deed, dated 10-08-2015, registered under Serial No. Panel-4/1004/2016 on 01-02-2016.

Schedule :- Property (Land) situated at Village Rohinjan, Taluka Parvel, District Raigad, bearing _____.

Survey No.	Hissa No.	Area in (H.R.Pl.)	Area in (Sq. Mtrs.)
76	2(2)	0-48-0	4800
79	3	0-48-1	4810
80		1-39-2	13920
87	1	0-77-0	7700
72	1B	0-51-0	5100
70	1	0-21-7	2170
71	2	0-28-0	2800
78	1	0-52-9	5290
77	2	1-74-0	17400

* Total area admg. 63990 Sq. Meters.

* This Supplementary Deed is in respect of Conveyance Deed, dated 10-08-2015, registered under Serial No. Panel-4/1006/2016 on 01-02-2016.

2016
Panel-4 **Supplementary Deed** **10-08-2015**
 971 **Rs. 79,80,500/-** **11-02-2016**
 2016 **M.V. No. 23872/2005**

Mr. Brij Bhushan Shivshankar Gupta.

To,

M/S. Adhiraj Construction Pvt. Ltd.
 [Director - Brij Bhushan Shivshankar Gupta]

Schedule :- Property (Land) situated at Village Rohinjan, Taluka Parvel, District Raigad, bearing Survey No. 71, Hissa No. 3, admg. H-R-P/O-22-4, i.e. 2280 Sq. Meters.

2016
Panel-4 **Supplementary Agreement** **01-02-2016**
 1007 **Rs. 6,72,60,000/-** **01-02-2016**
 2016 **M.V. No. 912743/2016**

Minal Kumbhari Gupta.

To,

M/S. Adhiraj Construction Pvt. Ltd.
 [Director - Brij Bhushan Shivshankar Gupta]

2016
Panel-4 **Supplementary Deed** **11-02-2016**
 1382 **Rs. 99,00,00,000/-** **11-02-2016**
 2016

M/S. Adhiraj Construction Pvt. Ltd.
 [Director - Brij Bhushan Shivshankar Gupta]

To,

Kotak Mahindra Investment Ltd.

Schedule :- Property (Land) situated at Village Rohinjan, Taluka Parvel, District Raigad, bearing _____.

Survey No.	Hissa No.	Area in (Sq. Mtrs.)
70	1	2170
70	2	3480
71	3	2800
71	3	2280
71	4	1000
72	1A	5290
72	1B	5100
72	3	4630
76	1	5290
76	2(1)	5130
76	2(2)	4800
77	1	5720
77	2	17400
79	3	4810
85	1	7680
85	2	6060
88	0	7710
89	1	7100
89	2	2230
90	0	800
91	3	4000

* Total area admg. 115206.72 Sq. Meters.

* In the building known as "Adhiraj Upscale" now known as "Adhiraj Samayama", unsold and out to be sold 513 units (total carpet area admg. 364718 Sq. Feet) and according to annexure - 4, sold out and to be sold 907 units (total carpet area admg. 645283 Sq. Feet) further receivable amount (with car parking) and area admg. 13141.50 Sq. Meters out of the total area admg. 32731.89 Sq. Meters of Plot No. 32, Sector No. 5, Kharghar.

In the building known as 'Adhiraj Garden Phase - 3' as mentioned in Exhibit-5, unsold 13 units (total carpet area 14803.41 Sq. Feet) and sold out and to be sold 292 units (total carpet area admg. 252869 Sq. Feet) further receivable amount and suitable commercial space admg. 96400 Sq. Feet and also other description as mentioned in the document.

Search taken upto dated -

[Panel-1 - Index-II record is not available for search]
 [Panel-2 - From 01-01-2016 To, 14-04-2016,
 [Panel-3 - From 01-01-2016 To, 26-04-2016,
 [Panel-4 - Index-II record is not available for search]
 [Panel-5 - From 01-01-2016 To, 04-03-2016,



(Signature)
 (Samer M. Samant)

SAMEER M. SAWANT
(Property Title Investigator)
Experts in Stamp Duty, Document Registration, Property Transfer, etc.

Email-id : sameer_sawant@shree.com Mobile Nos. - 9324344724 / 8879592614

18/21, 1st Floor, Raja Bakhsh Mansion, Near Dhare Market Bldg., Street No. 5, Yashwantrao Chavan, Mumbai - 400 011

No. _____ Date:- 07-10-2016.

To,
M/S. Wadia Ghandy & Co.
Advocate & Solicitors,
Mumbai.

Kind Attn. : Mr. Manish Vora/ Mr. Akshay Desai,

Ref:- Investigation of title of the Property (Land) situated at Village Robinjan, Taluka Panvel, District Raigad bearing -

Survey No.	Hissa No.	Area (H.E.F.)
64	2	0-20-3
66	2	0-27-0
67	1	0-77-0
67	2(1)	0-48-30
67	2(2)	0-38-00
67	4	0-23-0
68	1A	0-30-3
68	1B	0-30-5
68	2	0-46-0
68	4	0-23-3
69	0	1-39-20
70	1	0-21-7
70	2	0-34-8
71	2	0-28-0
71	4	0-10-0
71	3	0-22-8
72	1A	0-52-9
72	1B	0-51-0
72	3	0-46-3
76	1	0-52-90
76	2(1)	0-51-3
76	2(2)	0-48-0
77	1	0-57-2
77	2	1-74-00
79	3	0-48-10
86	1	0-76-8
86	2	0-60-0
88	0	0-77-1
89	1	0-71-0
89	2	0-23-3
90	0	0-08-0
91	3	0-40-0
99	2	0-14-2

* Total area admg. 1,57,450 Sq. Meters.

-3-

the total area admg. 32731.89 Sq. Meters of Plot No. 32, Sector No. 5, Kharghar. In the building known as 'Adhiraj Garden Phase - 3' as mentioned in Exhibit-5, unsold 15 units (total saleable area 22748 Sq. Feet) (as per Annexure-5) and sold out and agreed to be sold out 292 units (total saleable area admg. 388705 Sq. Feet) in which further receivable amount (as per Annexure-3A) and saleable commercial space admg. 96400 Sq. Feet and also other description as mentioned in the document.

2016
Confirmation Deed
01-09-2016
21-09-2016

- 1) Savita Yashwantrao Mhatre.
- 2) Mr. Akshay Yashwantrao Mhatre.
- 3) Purna alim Purnima Yashwantrao Mhatre.
- 4) Sopoo alim Swapnali Yashwantrao Mhatre.

To,

M/S. Adhiraj Construction Pvt. Ltd.
[Director - Mr. Brijbhushan Shivshankar Gupta.]

Schedule :- Property (Land) situated at Village Robinjan, Taluka Panvel, District Raigad, bearing Survey No. 67, Hissa No. 2 (1), area admg. (with 70-khants area) H-R-P/0-48-3, i.e. 4830.00 Sq. Meters.

2016 - (Index-II record was not available for inspection, hence an entry has been entered here on the basis of copy of the said Mortgage Deed.)

2016
Mortgage Deed
Rs.1,00,00,00,000/-
10-10-2016
10-10-2016

- 1) M/S. Adhiraj Construction Pvt. Ltd.
[Director - Mr. Brijbhushan Shivshankar Gupta.]
- 2) Mr. Brijbhushan Shivshankar Gupta.
- 3) Mr. Kumbhari Gupta.

To,

Kotak Mahindra Prime Ltd.

Schedule :- Property (Land) situated at Village Robinjan, Taluka Panvel, District Raigad, bearing -

Survey No.	Hissa No.	Area in (Sq. Mtrs.)
69	0 (Part)	13920 (part of which only area admg. 8088.72 Sq. Meters)
70	1	2170
70	2	3480
71	2	2800
71	3	2280
71	4	1000
72	1A	5290
72	1B	5100

Sir,

Under your instructions, I have caused search to be taken in respect of above mentioned property in the Offices (Panvel-1, 2, 3, 4 & 5) of the Sub-Registrar of assurances at Panvel from the date 11th February 2016 to till the date (Last 07 months & 25 days) and the following documents are found registered / indexed therein.

Please note that, Index-II record was not available for inspection to date due to binding process of the record, hence in the end of this search report I have mentioned the dates of each Sub-Registrar office, upto where the actually record was made available for inspection.

Note :- This Search Report is subject to torn and mutilated Index-II records.

Computer Index-II record from the date 11th February 2016 to till the date 07 months & 25 days at S.R.O. Panvel - 1, 2, 3, 4 & 5.

2016
Mortgage Deed
Rs.15,00,00,000/-
25-07-2016
25-07-2016

M/S. Adhiraj Construction Pvt. Ltd.
[Director - Mr. Brijbhushan Shivshankar Gupta.]

To,

Kotak Mahindra Bank Ltd.

Schedule :- Property (Land) situated at Village Robinjan, Taluka Panvel, District Raigad, bearing -

Survey No.	Hissa No.	Area in (Sq. Mtrs.)
69	0 (Part)	13920 (part of which only area admg. 8088.72 Sq. Meters)
70	1	2170
70	2	3480
71	2	2800
71	3	2280
71	4	1000
72	1A	5290
72	1B	5100
72	3	4630
76	1	5290
76	2(1)	5130
76	2(2)	4800
77	1	5720
77	2	17400
79	3	4810
86	1	7680
86	2	6000
88	0	7710
89	1	7100
89	2	2230
90	0	800
91	3	4000

* Total area admg. 115206.72 Sq. Meters.

* In the building known as "Adhiraj Upscale" now known as "Adhiraj Samayama", unsold and not to be sold 416 units (total saleable area admg. 665575 Sq. Feet) and according to annexure - 4, sold out and agreed to be sold out 1004 units (total saleable area admg. 1090204 Sq. Feet) further receivable amount (with car parking) according to annexure - 4A and area admg. 13141.50 Sq. Meters out of

- 4 -

72	3	4630
76	1	5290
76	2(1)	5130
76	2(2)	4800
77	1	5720
77	2	17400
79	3	4810
86	1	7680
86	2	6000
88	0	7710
89	1	7100
89	2	2230
90	0	800
91	3	4000

* Total area admg. 115206.72 Sq. Meters.

* In the building known as "Adhiraj Upscale" now known as "Adhiraj Samayama", unsold and not agreed to be sold 408 units (total built-up area admg. 456696 Sq. Feet) together with car parkings, according to annexure - 4 and sold out and agreed to be sold 1012 units (total built-up area admg. 1099080 Sq. Feet) with further receivable amount (with car parking) according to annexure - 5 and area admg. 13141.50 Sq. Meters out of the total area admg. 32731.89 Sq. Meters of Plot No. 32, Sector No. 5, Kharghar. In the building known as "Adhiraj Garden Phase - 3" as mentioned in Exhibit-4, unsold 13 units (total saleable area 19844 Sq. Feet) together with car parkings (as per Annexure-4) and sold out and agreed to be sold 294 units (total saleable area admg. 391569 Sq. Feet) with car parkings and further receivable amount (as per Annexure-5) and also other properties description as per mentioned in the document.

2016 -

Search taken upto dated -

- [Panvel-1 - From 01-01-2016 To, 30-08-2016.]
- [Panvel-2 - From 01-01-2016 To, 31-08-2016.]
- [Panvel-3 - From 01-01-2016 To, 01-07-2016.]
- [Panvel-4 - From 01-01-2016 To, 30-07-2016.]
- [Panvel-5 - From 01-01-2016 To, 30-09-2016.]

Note :- Computer Index-II record is absolutely not properly maintained and some of the record has been found in loose sheets form (untiled)



Sameer M. Sawant
(Sameer M. Sawant)

Jayshree S. Joshi
B. Com. (Hons.), LL.B., F.C.S.
PROPRIETRESS



PHONE : 2282 2341 - 2 - 3
E-MAIL : jayshreedagli@gmail.com
ajayshree@rediffmail.com

JAYSHREE DAGLI & ASSOCIATES
COMPANY SECRETARIES

Date : 28.09.2016
Ref : 390/WG:MUH:(ACPL):2016-17:0194

M/S. WADIA GHANDY & CO.
Advocates, Solicitors & Notaries
N. M. Wadia Building,
123, M.G. Road,
Mumbai - 400 001.



Kind Attn: Mr. Akshay Gandhi/ Mr. Manish Vora

Dear Sir,

Ref: Your E-Mail dated 26.09.2016
Subj: Search Report CIN : U45200MH1999PTC118665
M/S. ADHIRAJ CONSTRUCTIONS PVT. LTD.

As instructed by you vide your email dated 26.09.2016, we have taken search of the relevant Documents of the Registered Charges of above referred Company available for inspection on the MCA Portal 26.09.2016.

We are enclosing herewith Continuation Search Report prepared on the basis of the said Search taken on 26.09.2016 on MCA Portal on the Charges registered w.e.f. 27.05.2016 till the date of the Search.

The above Search Report does not include particulars/details of those Registered Charges, if any, which are not available for inspection on MCA Portal

We also enclose herewith our Invoice for the same.

Please find the same in order.

Thanking you,

Yours faithfully,
For JAYSHREE DAGLI & ASSOCIATES

Jayshree S. Joshi
JAYSHREE S. JOSHI
F.C.S 1451, C.P. 487

End: as above

Office No. 5, 1st Floor, Housiey Compound, 11/2, No. 5, 43 - Tamarind Lane, Fort, Mumbai 400 023.
(Opp. Abhinav Bldg, Bombay Samartha Marg)

WADIA GHANDY & CO.

Annexure "C"

List of original title deeds which are in custody of Kotak Mahindra Investment Limited for which inspection was provided to us, at their office on 27th April, 2016 and 7th May, 2016

1. Conveyance Deed dated 9th July, 2008 executed between Mr. Janardan Hari Mhatre & Ors. and Brijbhushan Shivshankar Gupta by his [C.A./ Mr. Manoj Gorakhnath Bhosle] and bearing Registration No. Panvel-2-5289 of 2008.
2. Conveyance Deed dated 26th November, 2008 executed between Vishnu Janu Mhatre for himself and as natural guardian on behalf of Vinayak Vishnu Mhatre, Nikhil Vishnu Mhatre being minors & 11 Ors. and Sangita Gupta [C/A - Mr. Manoj Gorakhnath Bhosle] and bearing Registration No. Panvel-2-8368 of 2008.
3. Conveyance Deed dated 23rd October, 2008 executed between Sukrya Dhama Bhoir & Ors. and Sangita Gupta [C/A - Mr. Manoj Bhosle] and bearing Registration No. Panvel-2-7771 of 2008.
4. Conveyance Deed dated 26th April, 2008 executed between Mr. Narendra Bhalia & Anr. and Mr. Brijbhushan Shivkumar Gupta and bearing Registration No. Panvel-1-3304 of 2008.
5. Conveyance Deed dated 28th November, 2008 executed between Mr. Kashinath Bama Mhatre & 29 Ors. and M/s. Adhiraj & Hammer Realty Pvt. Ltd. and bearing Registration No. Panvel-2-8369 of 2008.
6. Conveyance Deed dated 23rd October, 2008 executed between Sukrya Dhama Bhoir & Ors. and Sangita Gupta [C/A - Mr. Manoj Gorakhnath Bhosle] and bearing Registration No. Panvel-2-7770 of 2008.
7. Conveyance Deed dated 24th October, 2008 executed between Mr. Shripat Vitru rupekar [C/A - Mr. Kunjbihari Shivshankar Gupta] and Minal Kunjbihari Gupta [Mr. Manoj Gorakhnath Bhosle] bearing Registration No. Panvel-2-7815 of 2008.
8. Conveyance Deed dated 24th October, 2008 executed between Mr. Trimbak Vitruo Rupekar [C/A - Mr. Kunj Bihari Shivshankar Gupta] and Minal Kunj Bihari Gupta [C/A - Mr. Manoj Gorakhnath Bhosle] bearing Registration No. Panvel-2-7817 of 2008.
9. Agreement dated 7th July, 2008 executed between Brijbhushan Gupta [C/A - Mr. Manoj Gorakhnath Bhosle] and Dattu Shankar Mhatre and 11 others and bearing Registration No. URAL-5237 of 2008.

NAME OF THE COMPANY : ADHIRAJ CONSTRUCTIONS PRIVATE LIMITED
CIN : U45200MH1999PTC118665

Jayshree Dagli & Associates
Company Secretaries, MUMBAI
Telephone No. 2282 2341 / 2342

Sl. No.	Charge No.	Charge Date	Charge Type	Charge Description	Particulars of property charged	Particulars of amount of charge	Particulars of interest	Particulars of other charges	Particulars of other documents	Remarks
1	U45200MH1999PTC118665	26.09.2016	Continuation Search Report	Continuation Search Report	Continuation Search Report	Continuation Search Report	Continuation Search Report	Continuation Search Report	Continuation Search Report	Continuation Search Report

NOTE: 1. The Search Report on Continuing Charge is prepared on the basis of information available for inspection on the MCA Portal on the date of the Search i.e. 27.09.2016.
2. The Search Report does not include particulars/details of those Registered Charges, if any, which are not available for inspection on MCA Portal.

JAYSHREE DAGLI & ASSOCIATES
COMPANY SECRETARIES
Jayshree S. Joshi
F.C.S 1451, C.P. 487

NAME OF THE COMPANY : ADHIRAJ CONSTRUCTIONS PRIVATE LIMITED
CIN : U45200MH1999PTC118665

Jayshree Dagli & Associates
Company Secretaries, MUMBAI
Telephone No. 2282 2341 / 2342

Sl. No.	Charge No.	Charge Date	Charge Type	Charge Description	Particulars of property charged	Particulars of amount of charge	Particulars of interest	Particulars of other charges	Particulars of other documents	Remarks
1	U45200MH1999PTC118665	27.04.2016	Continuation Search Report	Continuation Search Report	Continuation Search Report	Continuation Search Report	Continuation Search Report	Continuation Search Report	Continuation Search Report	Continuation Search Report

NOTE: 1. The Search Report on Charge Report dated 27.04.2016 is prepared on the basis of information available for inspection on the MCA Portal on the date of the Search i.e. 28.04.2016.
2. The Search Report does not include particulars/details of those Registered Charges, if any, which are not available for inspection on MCA Portal.

JAYSHREE DAGLI & ASSOCIATES
COMPANY SECRETARIES
Jayshree S. Joshi
F.C.S 1451, C.P. 487

10. Agreement dated 3rd October, 2009 executed between Mr. Govind Kana Gaikar & 6 Ors. and Minal Kunj Bihari Gupta [C/A. – Mr. Manoj Gorakhnath Bhosle] and bearing Registration No. Panvel-2-6179 of 2009.
11. Conveyance Deed dated 15th July, 2010 executed between Mr. Janardan Dagdu Patil & Anr. and Sangeeta Brijbhushan Gupta and bearing Registration No. Panvel-1-8674 of 2010.
12. Agreement dated 1st October, 2007 executed between Mr. Kashinath Bama Mhatre & 4 Ors. and Sangita Brijbhushan Gupta & Anr. and bearing Registration No. Panvel-1-7760 of 2007.
13. Agreement dated 15th April, 2008 executed between Sukrya Dharma Bhoir & 8 Ors. and Sangita Gupta [C/A. – Mr. Manoj Bhosle] and bearing Registration No. Panvel-1-3053 of 2008.
14. Agreement dated 25th July, 2008 executed between Minal Kunj Behari Gupta and Shripat Rupekar and bearing Registration No. URAL-5739 of 2008.
15. Agreement dated 25th July, 2008 executed between Minal Kunj Behari Gupta and Trimbak Rupekar and bearing Registration No. URAL-5738 of 2008.
16. Agreement dated 13th April, 2009 executed between Mr. Govind Kana Gaikar & 12 Ors. and Mr. Brijbhushan Shivshankar Gupta and bearing Registration No. Panvel-2-1880 of 2009.
17. Release Deed dated 13th July, 2010 executed between M/s Dynasty Developers and Brijbhushan Shivshankar Gupta & Ors. and bearing Registration No. Panvel-1-8512 of 2010.
18. Power of Attorney dated 20th February, 2008 executed between Shri Brij Bhushan Shivshankar Gupta and Shri Sukanya Dharma bearing Registration No. PVL-1589 of 2008 (Survey No. 68/2).
19. Power of Attorney dated 10th April, 2008 executed between Shri Brij Bhushan Shivshankar Gupta and Shri Dattu Shankar bearing Registration No. PA- 404 of 2008 (Survey No. 70/1, 71/2).
20. Agreement for Sale dated 29th January, 2008 executed between Sangita Brij Bhushan Gupta and Janardan Hipya Patil bearing Registration No. PVL-1-939-2008 (Survey No. 64/2).
21. Deed of Conveyance dated 9th July, 2008 executed between Sangita Brij Bhushan Gupta and Prabhakar Mukund bearing Registration No. URN- 05286 of 2008 (Survey No. 7/12).
22. Agreement for Sale dated 20th February, 2008 executed between Sangita Brij Bhushan Gupta and Sukanya Dharma bearing Registration No. 1588 of 2008 (Survey No. 68/2).

37. Agreement for Sale dated 1st October 2007 executed between Vishnu Jaanu Mhatre & Others and Sangeeta Brij Bhushan Gupta bearing Registration No. PVL-1-7761/2007.
38. Power of Attorney dated 1st October 2009 executed between Sangeeta Brij Bhushan Gupta and Vishnu Jaanu Mhatre bearing Registration No. 788/2007.
39. Agreement for Sale dated 29th August, 2009 executed between Minal Kunj Bihari Gupta and Shaalik Shiv Mhatre & Other bearing Registration No. 5002 of 2009.
40. Indenture of Conveyance dated 10th August, 2015 executed between Shri Brijbhushan Shivshankar Gupta and Adhiraj Construction Pvt. Ltd. bearing Registration No. PVL-4/969-2016.
41. Supplement to Indenture of Conveyance dated 30th January, 2016 executed between Shri Brijbhushan Shivshankar Gupta and Adhiraj Construction Pvt. Ltd. bearing Registration No. PVL-4/970-2016.
42. Indenture of Conveyance dated 10th August, 2015 executed between Shri Brijbhushan Shivshankar Gupta and Adhiraj Construction Pvt. Ltd. bearing Registration No. PVL-4/971-2016.
43. Supplement to Indenture of Conveyance dated 30th January, 2016 executed between Shri Brijbhushan Shivshankar Gupta and Adhiraj Construction Pvt. Ltd. bearing Registration No. PVL-4/972-2016.
44. Indenture of Conveyance dated 10th August, 2015 executed between Sangeeta Brijbhushan Gupta and Adhiraj Construction Pvt. Ltd. bearing Registration No. PVL-4/1000-2016.
45. Supplement to Indenture of Conveyance dated 1st February, 2016 executed between Sangeeta Shivshankar Gupta and Adhiraj Construction Pvt. Ltd. bearing Registration No. PVL-4/969-2016.
46. Indenture of Conveyance dated 10th August, 2015 executed between Sangita Brijbhushan Gupta and Minal Kunj Behari Gupta and Adhiraj Construction Pvt. Ltd. bearing Registration No. PVL-4/1002-2016.
47. Supplemental to Indenture of Conveyance dated 1st February, 2016 executed between Sangita Brijbhushan Gupta and Minal Kunj Behari Gupta and Adhiraj Construction Pvt. Ltd. bearing Registration No. PVL-4/1003-2016.
48. Indenture of Conveyance dated 10th August, 2015 executed between Minal Kunj Behari Gupta and Adhiraj Construction Pvt. Ltd. bearing Registration No. PVL-4/1004-2016.
49. Supplement to Indenture of Conveyance dated 1st February, 2016 executed between Minal Kunj Behari Gupta and Adhiraj Construction Pvt. Ltd. bearing Registration No. PVL-4/1005-2016.

23. Agreement for Sale dated 10th April, 2008 executed between Meenal Kunj Bihari Gupta and Dattu Shankar bearing Registration No. PVL1-02982 of 2008 (Survey No. 70/1, 71/2).
24. Power of Attorney dated 4th June, 2009 executed between Brij Bhushan Gupta and Ramesh Krishna Gaykward & Others bearing Registration No. PVL2- 2987 of 2009.
25. Agreement for Sale dated 4th June, 2009 executed between Meenal Kunj Bihari Gupta and Ramesh Krishna Gaykward & Others bearing Registration No. URN-02986 of 2009.
26. Power of Attorney dated 15th April, 2008 executed between Brij Bhushan Gupta and Sukanya Dharma & Others bearing Registration No. 408 of 2008.
27. Power of Attorney dated 1st October, 2007 executed between Sangeeta Brij Bhushan Gupta and Kashinath Bama & Others bearing Registration No. 787 of 2007.
28. Deed of Conveyance dated 6th April, 2009 executed between Sangeeta Brij Bhushan Gupta and Vishnu Jaanu & Others bearing Registration No. PVL2- 1721 of 2009 (Survey No. 68/1A).
29. Power of Attorney dated 25th July, 2008 executed between Kunj Bihari Shivshankar Gupta and Trimbak Vitlu bearing Registration No. 179 of 2009.
30. Power of Attorney dated 3rd October, 2009 executed between Meenal Kunj Bihari Gupta and Govind Kana Gaayekar & Others bearing Registration No. URN- 6180 of 2009.
31. Power of Attorney dated 25th July, 2008 executed between Kunj Bihari Shivshankar Gupta and Shreepat Vitlu Rupekar bearing Registration No. 180 of 2008 (Survey No. 76/2(1)).
32. Deed of Conveyance dated 3rd February, 2010 executed between Minal Kunj Bihari Gupta and Shivaalik Shiv & Others bearing Registration No. URN- 1155 of 2010 (Survey No. 67/1).
33. Deed of Conveyance dated 7th July, 2008 executed between Sangeeta Brij Bhushan Gupta and Another and Dattu Shankar & Others bearing Registration No. URN- 5238 of 2008.
34. Deed of Conveyance dated 16th December 2009 executed between Minal Kunj Bihari Gupta and Ramesh Krishna & Others bearing Registration No. URN- 8385/2009 (Survey No. 69).
35. Deed of Conveyance dated 23rd October, 2008 executed between Minal Kunj Bihari Gupta & Another and Dattu Shankar bearing Registration No. URN- 7772/2008.
36. Power of Attorney dated 29th August, 2009 executed between Minal Kunj Bihari Gupta and Shaalik Shiv Mhatre & Others bearing Registration No. URN- 5003/2009.

50. Indenture of Conveyance dated 10th August, 2015 executed between Minal Kunj Behari Gupta and Adhiraj Construction Pvt. Ltd. bearing Registration No. PVL-4/1006-2016.
51. Supplement to Indenture of Conveyance dated 1st February, 2016 executed between Minal Kunj Behari Gupta and Adhiraj Construction Pvt. Ltd. bearing Registration No. PVL-4/1007-2016.

List of original title deeds which are with the Company and inspection whereof was provided to us at our office on 30th April, 2015:

52. Sale Deed dated 3rd November 2010 bearing no. PVL-1-13169/2010 executed by and between Minal Gupta and Ramesh Gaikwad & 11 others. - Survey no. 69/0
53. Declaration dated 3rd November 210 bearing no. PVL-1/13170-2010 executed by and between Minal K. Gupta and Ramesh Gaikwad & 11 others. - Survey no. 69/0
54. Power of Attorney dated 3rd November 2010 bearing no. 731/2010 executed by and between Ramesh Gaikwad & 11 others in favor of Minal Gupta. - Survey no. 69/0
55. Declaration dated 10th August 2010 bearing no. PVL-1/10084-2010 executed by and between Kunj Bihari Gupta & Shantaram Mhatre & 29 others. - Survey No. 67/2 (2)
56. Sale Deed dated 10th August 2010 bearing no. PVL-1-10083/2010 executed by and between Kunj Bihari Gupta & Shantaram & 29 others. - Survey No. 67/2 (2)
57. Power of Attorney dated 10th August 2010 bearing no PVL-1/10088-2010 executed by and between Kunj Bihari Gupta & Shantaram Mhatre & 29 others - Survey No. 67/2 (2)
58. Copy of Release Deed dated 21st June 2007 bearing no. PVL-1/5096-2007 executed by and between Keshav Mhatre & 100 others. - Survey No. 67/2 (1)
59. Sale Deed dated 18th February 2010 bearing no. Uran/1669-2010 executed by and between Kunj Bihari Gupta & Keshav Unduya Mhatre & 15 others. - Survey No. 67/2 (1)
60. Declaration dated 18th February 2010 bearing no. Uran-1671/2010 executed by and between Kunj Bihari Gupta & Keshav Unduya Mhatre & 15 others. - Survey No. 67/2 (1)
61. Power of Attorney dated 18th February 2010 bearing no. Uran-1670-2010 executed by and between Keshav Mhatre & 15 others to Kunj Bihari Gupta. - Survey No. 67/2 (1)
62. Deed of Ratification dated 9th April 2014 bearing no. PVL-4/4023-2014 executed by and between Minal Gupta & Vinanti Mhatre. - Survey no 76/1, 77/2

63. Sathekarar dated 8th June 2011 bearing no.PVL-1/7678-2011 executed by and between Minal Gupta & Jijabai Gharat & 82 others. - Survey no 76/1, 77/2
64. Sale Deed dated 25th June 2011 bearing no. PVL-1/9798/2011 executed by and between Minal Gupta & Jijabai Gharat & 82 others. - Survey no 76/1, 77/2
65. Declaration dated 8th June 2011 bearing no.PVL-1/9797-2011 executed by and between Minal Gupta & Jijabai Gharat & 82 others. - Survey no.76/1, 77/2
66. Specific Power of Attorney dated 8th June 2011 bearing no. 581/2011 and 580/2011 executed by and between Kushindra Mhatre & Jijabai Barku Dharat & 82 others. - Survey no. 76/1, 77/2
67. Sale Deed dated 24th October 2008 bearing no Uran-7816/2008 executed by and between Minal Kunjibhari Gupta & Santosh Gopinath Rupekar - Survey no. 79/3
68. Power of Attorney dated 25th July 2008 bearing no.178-2008 executed by and between Kunjibhari Shivshankar Gupta & Santosh Gopinath Rupekar. - Survey no. 79/3
69. Declaration dated 10th January 2009 bearing no. Uran-645-2009 executed by and between Santosh Gopinath Rupekar & Revati Santosh Rupekar & 1 other. - Survey no. 79/3
70. Sathekarar dated 25th July 2008 bearing no. Uran 5737-2008 executed by and between Minal Kunjibhari Gupta & 1 other & Santosh Gopinath Rupekar. - Survey no. 79/3
71. True copy of order dated 24th September 2008 passed by SDO, Parvel Division, Parvel, bearing no. Tenancy/V.P.SR1266/2008 (Agricultural) - Survey no. 79/3
72. Declaration dated 18th February 2010 bearing no Uran-1615/2010 executed by and between Kunjibhari Gupta & Badharam Dhakdu Mhatre & 13 others & Dwarkabai Balaram Mhatre - Survey no 66/2
73. Sale Deed dated 18th February 2010 bearing no. Uran-1613-2010 executed by and between Kunjibhari Mhatre & Badharam Dhakdu Mhatre & 13 others & Dwarkabai Balaram Mhatre. - Survey no 66/2
74. Power of Attorney dated 18th February 2010 bearing no. Uran-1614-2010 executed by and between Kunjibhari Gupta & Badharam Dhakdu Mhatre & 13 others & Dwarkabai Badharam Mhatre. - Survey no 66/2.

.....

Brijbhushan Shivshankar Gupta and others for commencement of construction of Building nos.2A and 2B on the terms and conditions mentioned therein.

- (vi) By and under Order bearing no.MS/LNA1(B)/164/2014 dated 23rd April, 2015 passed by the Collector of Raigad, the Collector of Raigad granted permission to the Company for construction of 1,38,703.25 square meters over an area of 1,38,719.41 square meters (including areas out of the said Lands) having saleable area of 4,16,133.40 square meters as per the sanctioned plans (rental housing scheme) and for commencing the construction of Rental Building no.2 having an area of 26,376.71 square meters and for Rental Building no.2A and 2B having saleable area of 22,347.83 square meters, on the terms and conditions mentioned therein. Annexed to the Order is the sanctioned plan reflecting inter alia the following table.

Sr.no.	Survey no. / Hissa no.	Area under 24Mtr RP Road (in Sq.M.)	Amenity Area (in Sq.M.)	Area to be given for Rental Plot (in Sq.M.)
1.	64/2	0.00	0.00	2030
2.	66/2	36.85	2663.15	0.00
3.	99/2	0.00	0.00	1420
4.	67/1	927.30	0.00	6772
5.	67/2/1	1179.63	648.50	3001.87
6.	67/2/2	1179.63	648.50	1971.87
7.	67/4	61.17	0.00	2238.83
8.	68/1A	0.00	0.00	3050
9.	68/1B	0.00	0.00	3050
10.	68/2	0.00	0.00	4600
11.	68/4	218.70	0.00	2311.30
12.	69/0	0.00	0.00	4233.28
13.	70/1	0.00	0.00	0.00
14.	70/2	0.00	0.00	0.00
15.	71/2	0.00	0.00	0.00
16.	71/3	0.00	0.00	0.00

Annexure "D"

PERMISSIONS / APPROVALS

We have been furnished with copies of the following permissions / approvals by the Company. We have not commented on the compliances of the terms and conditions mentioned therein by the Company.

1. N.A. ORDER

- (i) By and under its Order bearing no. MHA/ LNA1(B)SR56/ 2010 dated 7th January, 2011, the Collector of Raigad has granted permission to Brijbhushan Shivshankar Gupta and 4 others in respect of the lands mentioned therein (including the said Lands and excluding Survey nos.79/3, 76/1 and 77/2 therefrom) admeasuring in the aggregate 11 Hectares 47 Ares for non-agricultural use and construction for Rental Housing on the terms and conditions mentioned in the said order. The said Order dated 7th January, 2011 has been noted under the Mutation Entry No 2661 dated 10th January, 2011.
- (ii) By and under its Order bearing no.MS/LNA1(B)/PK131/2011 dated 5th September, 2012, the Collector Raigad accorded its permission to Sangita Brijbhushan Gupta and 3 others in respect of the revised plans submitted by Sangita Brijbhushan Gupta and 3 others in respect of inter alia the said Lands (save and except Survey nos. 79/3, 76/1 and 77/2) subject to such terms and conditions as stated therein.
- (iii) By and under its Order bearing no. MS/LNA 1(A)/PK49/2012 dated 6th November, 2013, the Collector, Raigad, accorded its permission to Sangita Brijbhushan Gupta and 3 others in respect of the revised plans submitted by Sangita Brijbhushan Gupta and 3 others in respect of inter alia the said Lands (save and except Survey nos. 79/3, 76/1 and 77/2) subject to such terms and conditions as stated therein.
- (iv) By and under its Order bearing no. MHA/ LNA1(B)SR89, 90,91, 92, 494/ 2013 dated 6th February, 2014, the Collector, Raigad granted its permission inter alia to Brijbhushan Shivshankar Gupta and others for (i) non-agricultural use of various land parcels including the said Lands and (ii) construction on inter alia the said Lands as per the sanctioned plans (rental housing scheme).
- (v) By and under its Order bearing no. MHA/ LNA1(B)/274807/ 2014 dated 21st November, 2014, the Collector, Raigad granted its permission inter alia to

Sr.no.	Survey no. / Hissa no.	Area under 24Mtr RP Road (in Sq.M.)	Amenity Area (in Sq.M.)	Area to be given for Rental Plot (in Sq.M.)
17.	71/4	0.00	0.00	0.00
18.	90	0.00	0.00	0.00
19.	89/2	0.00	0.00	0.00
20.	89/1	0.00	0.00	0.00
21.	91/3	0.00	0.00	0.00
22.	86/2	0.00	0.00	0.00
23.	86/1	0.00	0.00	0.00
24.	88/0	0.00	0.00	0.00
25.	72/1A	0.00	0.00	0.00
26.	72/1B	0.00	0.00	0.00
27.	72/3	834.98	0.00	0.00
28.	76/2/1	0.00	3059.56	0.00
29.	76/2/2	0.00	1417.20	0.00
30.	77/1	0.00	0.00	0.00
31.	76/1	0.00	0.00	0.00
32.	77/2	0.00	5725.56	0.00
33.	79/3	0.00	129.86	0.00
	TOTAL	4438.26	14,292.33	34,679.85

The said sanctioned plan reflects an access road from the 24 meter wide RP road, passing through a portion of the said Lands to an area not owned by the Company.

2. MMRDA

- (i) By and under its letter dated 29th January, 2010 bearing Reference No. MMRDA/RHD/RHS/-26/75 ("Locational Clearance") addressed by The Mumbai Metropolitan Region Development Authority ("MMRDA") to the Company, MMRDA

has granted its principal Locational Clearance to the Company for Rental Housing Project *inter alia* in respect of the said Lands (save and except Survey nos.66/2, 67/2/1, 67/2/2, 79/3, 76/1 and 77/2) subject to such terms and conditions as stated therein. In terms of the Locational Clearance, the Company is required to handover to MMRDA free of cost about 5.443 Rental Housing Units of minimum 160 square feet carpet area subject however to actual calculations of plot area and deductions of reservations, etc.

- (vi) By and under its letter dated 28th September, 2010, addressed by MMRDA to the Company, MMRDA has extended the Locational Clearance for Rental Housing Project *inter alia* in respect of parts out of the said Lands till 29th January, 2011 subject to such terms and conditions mentioned in its previous letter dated 29th January, 2010 and subject to such terms and conditions as stated therein.
- (vii) By and under its letter dated 11th October, 2010 bearing No. MMRDA/RHD/RHS-26/10/388 addressed by MMRDA to the Company, MMRDA has *inter alia* approved the location of Rental Housing component on the lands mentioned therein (including the said Lands and excluding therefrom Survey nos. 66/2, 67/2/1, 67/2/2, 79/3, 76/1 and 77/2) in the manner and on such terms and conditions as stated therein.
- (viii) By and under its letter dated 24th January, 2011 bearing Reference No. MMRDA/RHD/RHS-26/2011/22 addressed by MMRDA to the Company, MMRDA has granted exemption to the Company for exclusion of certain components from FSI computation, in the manner and on such terms and conditions stated therein relating to the said Lands (save and except Survey nos. 66/2, 67/2/1, 67/2/2, 79/3, 76/1 and 77/2).
- (ix) By and under its letter dated 1st April, 2011 bearing Reference No. MMRDA/RHD/RHS-26/2011/13A addressed by MMRDA to the Company, MMRDA has revalidated the validity period of the Locational Clearance for a period of 6 (six) months starting from 31st March, 2011 till 30th September, 2011 on such terms and conditions as stated therein.
- (x) By and under its letter dated 19th July, 2011 bearing Reference No. MMRDA/RHD/RHS-26/2011/5272 addressed by MMRDA to the Company, MMRDA *inter alia* informed the Company that as per the layout approval granted by MMRDA on October 11, 2010, the total number of Rental Housing Units ("RHU") calculated were 5633 but as per the Building permission granted by the Collector,

- (xi) By and under its letter dated 16th April, 2013 bearing Reference No. MMRDA/RHD/RHS-26/2013/177 addressed by MMRDA to the Company, MMRDA has granted a revised Location Clearance for development of the Rental Housing Scheme *inter alia* on the said Lands for a period of 6 (six) months from the date of issue, subject to such terms and conditions as stated therein. Vide this revised Location Clearance, MMRDA *inter alia* added Survey nos. 66/2, 67/2/1, 67/2/2, 69/0 (part), 76/1, 77/2 and 79/3 to the earlier Location Clearance dated 29th January, 2010. One of the term mentioned therein is that the Company shall convey a minimum of 25% land in the name of MMRDA as freehold and without any encumbrances alongwith rental houses with FSI 1 of net plot area in conformity with the DCR and Government Orders applicable and a minimum of 7,707 Rental Housing Units of 160 square feet carpet area shall be constructed by the company and handed over free of cost to MMRDA.
- (xii) By and under its letter dated 14th June, 2013 bearing Reference No. MMRDA/RHD/RHS-26/13/258 addressed by MMRDA to the Company MMRDA has granted a locational clearance in respect of the revised layout approval for the plot area of 1,57,450 square meters and has approved the location of Rental Housing Component.
- (xiii) By and under its letter dated 24th October, 2013 bearing Reference No. MMRDA/RHD/RHS-26/2013/452 addressed by MMRDA to the Company, MMRDA has revalidated the period of Location Clearance for Rental Housing Project *inter alia* on the said Lands from 16th October, 2013 to 15th October, 2014 subject to such terms and conditions mentioned therein and all the earlier letters issued by MMRDA from time to time and also the letters issued by other competent authorities with respect to the development on the said Lands.
- (xiv) By and under its letter bearing Reference No. MMRDA/RHD/RHS-26/(III)/14/378 dated 22nd December, 2014 addressed by MMRDA to the Company, MMRDA has revalidated the validity period of the Locational Clearance and revised layout approval on the terms and conditions mentioned therein. The said letter reflects that since for the Rental Component the construction has commenced on site in accordance with the Commencement Certificate obtained, any further revalidation of Locational Clearance is not required.

Raigad, the total number of RHU are 5011 (including shops) and hence there is a difference of 622 RHU (less in number). In the circumstances, the MMRDA has directed the Company to approach the Collector Raigad for obtaining revised Building Permission / Commencement Certificate (CC) in conformity with the provisions of the Rental Housing GR and taking into consideration the concession granted to the addressee.

- (v) By and under its letter dated 20th December, 2011 bearing Reference No. MMRDA/RHD/RHS-26A/11/493 addressed by MMRDA to the Company, MMRDA has revalidated the validity period of the Locational Clearance from October 1, 2011 to July 1, 2012 for the specific purpose of enabling the developer to obtain revised building permission / commencement certificate from the Collector, Raigad to ensure that the loss of 622 Rental Housing Units obtained in the earlier building permission / commencement certificate is to be made good. The aforementioned letter also sets out certain terms and conditions on which the Locational Clearance has been revalidated. One of the condition includes that the Company shall ensure that 25% land shall be conveyed in the name of MMRDA as freehold and without any encumbrances alongwith rental houses with FSI 1 (4 FSI of 25% of land) of Net plot area in conformity with the DCR and Government Orders applicable.
- (vi) By and under its letter dated 13th July, 2012 bearing Reference No. MMRDA/RHD/RHS-26/2012/362, addressed by MMRDA to the Company, MMRDA has extended the Location Clearance for Rental Housing Project *inter alia* on the said Land (save and except Survey nos. 66/2, 67/2/1, 67/2/2, 79/3, 76/1 and 77/2) from July 2, 2012 to January 1, 2013 subject to such terms and conditions mentioned therein and mentioned in all the earlier letters issued by MMRDA from time to time and also in the letters issued by other competent authorities with respect to the development on the said Lands.
- (vii) By and under its letter dated 1st February, 2013 bearing Reference No. MMRDA/RHD/RHS-26A/13/46 addressed by MMRDA to the Company, MMRDA has revalidated the period of Location Clearance for Rental Housing Project *inter alia* on the said Land (save and except Survey nos. 66/2, 67/2/1, 67/2/2, 79/3, 76/1 and 77/2) from January, 2, 2013 to January, 1, 2014 subject to such terms and conditions mentioned therein and all the earlier letters issued by MMRDA from time to time and also the letters issued by other competent authorities with respect to the development on the said Lands.

3. ENVIRONMENTAL CLEARANCE

- (i) By and under its letter bearing no SEAC-2010/CR 698/TC 2 dated 28th June, 2011 addressed by Government of Maharashtra to the Company, Government of Maharashtra has granted its environmental clearance *inter alia* in respect of the lands bearing Survey nos. 64, 67, 68, 69, 70, 71, 72, 76, 77, 86, 88, 89, 90, 91 and 99 subject to such terms and conditions as stated therein.
- (ii) By and under its letter dated 15th July, 2011 bearing Reference No. SEAC-2010/CR 698/TC 2 addressed by the Government of Maharashtra to the Company, Government of Maharashtra has modified certain terms and conditions stated in its aforementioned letter dated 28th June, 2011.
- (iii) By and under its letter dated 3rd April, 2012 bearing Reference No. SEAC-2010/CR 698/TC 2 addressed by the Government of Maharashtra to the Company, Government of Maharashtra has modified certain terms and conditions as stated in its letter dated 28th June, 2011 bearing No. SEAC-2010/CR 698/TC 2. By and under the aforesaid letter dated 3rd April, 2012 bearing Reference No. SEAC-2010/CR 698/TC 2 the Government of Maharashtra *inter alia* recorded (1) the bifurcation of the Total FSI being (a) FSI for sale housing scheme 3,01,492 square meters, (b) FSI for rental housing scheme 1,09,320 square meters, (c) FSI area for commercial scheme 23, 226 square meters, (a), (b) and (c) aggregating to a total FSI of 4,34,038 square meters and (2) total Non-FSI area being 2,87,361 square meters. The Total Construction area was recorded as 7,21,399 square meters.
- (iv) By and under its letter bearing no F.No.21-111/2014-IA.III dated 16th June, 2014, the Ministry of Environment, Forests & Climate Change of the Government of India has accorded Environmental Clearance to the Company for construction of proposed Rental Housing Scheme on the lands mentioned therein including on the said Lands, on the terms and conditions mentioned therein.

4. AIRPORT AUTHORITY OF INDIA

- (i) The Airports Authority of India has by and under its letter dated 1st June, 2010 bearing Reference No. BT-1/NCC/CS/AM/1-NM/1005/135-37 addressed to the Company, granted its no objection for height clearance as mentioned therein *in respect of the proposed construction to be carried inter alia in the Village Rohindjan* subject to such terms and conditions as stated therein.

(ii) Thereafter, the Airports Authority of India has by and under its letter bearing reference no BT-1/NOC/MUM/12/NM/NOCAS/965/713/814 dated 3rd May, 2013 addressed to the Company, granted its no objection for such additional height as stated therein by considering the permissible height of construction on the Survey nos. 86/2, 69, 84/2, 72 and 87/4 at Village Rohinjan, Taluka Panvel and District Raigad, subject to such terms and conditions as stated therein.

5. MAHARASHTRA POLLUTION CONTROL BOARD:

Maharashtra Pollution Control Board ("MPCB") has by and under its letter dated 1st June, 2012 bearing reference/ consent number BO/ MPCB/ RO(HQ)/ Raigad/ CE/ B-CAC-452 addressed to the Company, granted its consent to the Company to establish with respect to the construction of the residential and rental township project inter-*alia* on the lands bearing Survey nos. 64, 67, 68, 69, 70, 71, 72, 76, 77, 86, 88, 89, 90, 91 and 99 for a period up to the commissioning of the Unit or 5 years whichever is earlier, on the terms and conditions mentioned therein. The consent to establish was granted by MPCB to the Company under Section 25 of the Water (Prevention and Control of Pollution) Act, 1974 and under Section 21 of the Air (Prevention and Control of Pollution) Act, 1981 and Authorization/ Renewal of Authorization under Rule 5 of the Hazardous Wastes (Management, handling and Transboundary Movement) Rules, 2008.

6. MAHARASHTRA JEEVAN PRADHIKARAN

Maharashtra Jeevan Pradhikaran has vide its letter bearing no.MJPWMC/NP/TB-1/1914 of 2014 dated 30th December, 2014 addressed to the Company, confirmed the supply of water to the Rental Housing Project in the manner stated therein.

7. FIRE NOC

By and under its Order bearing no MFS/586 dated 29th November, 2014, the Directorate of Maharashtra Fire Services granted its provisional No Objection Certificate to the Company for its Rental Housing Scheme to be implemented on *inter-*alia** the said Lands.

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