

FORMAT-A
(Circular No. 28/2021)

Date: 3rd April, 2025

To
Maha RERA
Housefin Bhavan
Plot No. C - 21
Bandra Kurla Complex
Bandra (East), Mumbai 400 051

LEGAL TITLE REPORT

Sub: Investigating the title in respect of all those pieces and parcels of non-agricultural lands bearing Survey Nos. 278/4 (part), 278/8B (part), 293/2/A (part), 293/2/B (part), 293/3, 293/4 (part), 293/5 (part), 293/6/A (part), 293/6/B, 293/7, 293/8 (part), 293/9 (part), 294/3 (part), 294/4 (part), 294/5 (part), 295/1, 295/2, 295/3, 295/6, 295/7, 295/8, 296/1 (part), 296/2, 296/3 (part), 296/6 (part), 296/8/A (part) admeasuring in aggregate 493.85 Ares (equivalent to 49,385 square meters) or thereabouts situated at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra (hereinafter collectively referred to as "**the Properties**")

We have investigated the ownership rights of Sealink Construction Company Private Limited in respect of the Properties and development rights of Impactum Lands Private Limited in the Properties based on the request of Impactum Lands Private Limited and the following documents:

1. **Description of the Properties:**

All those pieces and parcels of non-agricultural lands bearing Survey Nos. 278/4 (part), 278/8B (part), 293/2/A (part), 293/2/B (part), 293/3, 293/4 (part), 293/5 (part), 293/6/A (part), 293/6/B, 293/7, 293/8 (part), 293/9 (part), 294/3 (part), 294/4 (part), 294/5 (part), 295/1, 295/2, 295/3, 295/6, 295/7, 295/8, 296/1 (part), 296/2, 296/3 (part), 296/6 (part) and 296/8/A (part) admeasuring in aggregate 493.85 Ares (equivalent to 49,385 square meters) or thereabouts situated at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra (hereinafter collectively referred to as "**the Properties**").

2. **The Documents pertaining to the Properties:**

- (i) Certified true copies of the 7/12 extracts and the mutation entries in respect of the Properties;
- (ii) All registered Release Deeds executed between (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard John Pereira, (iv) Manuel John Pereira, (v) Jonas John Pereira, (vi) Vegas John Pereira, (vii) Sashi John Pereira, (viii) Godfrey John Machado, (ix) Santan John Pereira, (x) Stella Marshall Gonsalves, (xi) Ujobio Marshall Gonsalves and (xii) Robert D'Souza.
- (iii) Indenture of Conveyance dated September 24, 1985 registered with the Sub-Registrar of Assurances under Serial No. 1990 of 1985.

- (v) Agreement for Sale dated February 12, 1987 registered with the Sub-Registrar of Assurances under Serial No. 688 of 1987.
- (vi) Agreement for Sale dated March 16, 1987 executed between (i) Haribhau Devrav Patil and Others and (ii) Anthony John Pereira, (iii) Vegas John Pereira and Others for Survey Number 295 Hissa No. 3.
- (vii) Sale Deed dated September 7, 1987 registered with the Sub-Registrar of Assurances under Serial No. 2490 of 1987.
- (viii) Sale Deed dated April 4, 1988 registered under Serial No. 167 of 1990.
- (ix) Sale Deed dated May 25, 1988 registered with with the Sub-Registrar of Assurances under Serial No. 1899 of 1988.
- (x) Sale Deed dated May 25, 1988, registered with the Sub-Registrar of Assurances under Serial No. 1900 of 1988.
- (xi) Confirmation Deed dated August 5, 1988 registered with the Sub-Registrar of Assurances under Serial No. 850 of 1990.
- (xii) Agreement for Sale dated September 2, 1988 executed between (i) Manjula Vasudev Bhoir and Others and Anthony John Pereira for Survey Number 295 Hissa No. 1.
- (xiii) Sale Deed dated September 5, 1988 registered with the Sub-Registrar of Assurances under Serial No. 2774 of 1988.
- (xiv) Agreement for Sale dated September 23, 1988 executed between Janardhan Jagganath Bhoir and Others and (i) Anthony John Pereira, (ii) Vegas John Pereira and Others for Survey Number 294 Hissa No. 4.
- (xv) Agreement for Sale dated September 23, 1988 executed between Chintaman Pandurang Bhoir and Others and Anthony John Pereira and Others for Survey Number 295 Hissa No. 2.
- (xvi) Sale Deed dated January 10, 1989 registered with the Sub-Registrar of Assurances under Serial No. 210 of 1990.
- (xvii) Sale Deed dated January 31, 1989 registered with the Sub-Registrar of Assurances under Serial No. 284 of 1989.
- (xviii) Sale Deed dated June 20, 1989 registered with the Sub-Registrar of Assurances under Serial No. 1244 of 1989.
- (xix) Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992.
- (xx) Conveyance Deed dated May 20, 1990 registered with the Sub-Registrar of Assurances under Serial No. 635 of 1990.
- (xxi) Sale Deed dated May 23, 1990 registered with the Sub-Registrar of Assurances under Serial No. 654 of 1990.

- (xxii) Confirmation Deed dated June 11, 1990 registered with the Sub-Registrar of Assurances under Serial No. 173 of 1990.
- (xxiii) Sale Deed dated June 27, 1990 executed between (i) Ansuya Anant Devdhar and others and Jonas John Pereira under serial no. 835 of 1990.
- (xxiv) Indemnity Bond cum Declaration dated June 27 1990 registered with the Sub-Registrar of Assurances under Serial No. 836 of 1990.
- (xxv) Sale Deed dated June 27, 1990 registered with the Sub-Registrar of Assurances under Serial No. 2583 of 1993.
- (xxvi) ULC Certificate no. ULC/TA/Dakhla/ATP/91/39 dated September 30, 1991 issued by the Additional Collector and Competent Authority, Thane Urban Agglomeration, Thane.
- (xxvii) Indenture dated June 25, 1993 registered with the Sub-Registrar of Assurances under Serial No. 3366 of 2001.
- (xxviii) Conveyance Deed dated September 17, 1993 registered under Serial No. 3365 of 2001.
- (xxix) Deed of Indenture dated November 10, 1993 registered with the Sub-Registrar of Assurances under Serial No. 3155 of 2001.
- (xxx) Conveyance Deed dated December 8, 1993 registered with the Sub-Registrar of Assurances under Serial No. 3156 of 2001.
- (xxxi) Indemnity Bond cum declaration dated December 8, 1993 registered with the Sub-Registrar of Assurances under Serial No. 3190 of 1993.
- (xxxii) Sale Deed dated December 8, 1993 executed between (i) Sadashiv Raghunath Bhoir and Others and (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira for Survey Number 296 Hissa No. 8/A.
- (xxxiii) Agreement for sale dated April 24, 1994 executed between (i) Vyankatrai Narayan Anwekar (ii) Viresh Vyankatrai Anwekar (iii) Vrajesh Vyankatrai Anwekar and (iv) Vidya Vyankatrai Anwekar and (i) Anthony J. Pereira and (ii) Shakunda Anthony Pereira for Survey Number 278 Hissa No. 5.
- (xxxiv) Memorandum of Understanding dated September 17, 1994 for all survey numbers of Properties.
- (xxxv) N.A. Order no. N.A.P/S.R/11A/94 dated October 28, 1994 issued by Collector, Thane.
- (xxxvi) Memorandum of Understanding dated December 28, 1994 for all survey numbers of Properties.
- (xxxvii) Conveyance Deed dated April 26, 1995 registered with the Sub-Registrar of Assurances under Serial No. 3837 of 2001.
- (xxxviii) Deed of Conveyance dated November 4, 1995, registered with the Sub-Registrar of Assurances under Serial No. 1034 of 1995.
- (xxxix) Sale Deed dated December 26, 1995 registered with the Sub-Registrar of Assurances under Serial No. 154 of 1996.

- (xi) Sale Deed dated December 26, 1995 registered with the Sub-Registrar of Assurances under Serial No. 1525 of 2001.
- (xli) Deed of Conveyance dated January 17, 1996 registered with the Sub-Registrar of Assurances under Serial No. 1805 of 2001.
- (xlii) Conveyance Deed dated January 23, 1996 registered with the Sub-Registrar of Assurances under Serial No. 1671 of 1997.
- (xliii) Deed of Conveyance dated February 5, 1996, registered with the Sub-Registrar of Assurances at Vasai under Serial No. 1672 of 1997.
- (xliv) Unregistered Conveyance Deed dated February 6, 1996 lodged for registration under Serial No. 634 of 1996.
- (xlv) Unregistered Conveyance Deed dated February 6, 1996 lodged for registration under Serial No. 635 of 1996
- (xlvi) Deed of Conveyance dated April 15, 1996, read with the Deed of Confirmation dated June 10, 2005, registered with the Sub-Registrar of Assurances at Vasai under Serial No. 3627 of 2005.
- (xlvii) Deed of Conveyance dated April 26, 1996 registered with the Sub-Registrar of Assurances under Serial No. 3368 of 2001.
- (xlviii) Conveyance Deed dated April 26, 1996 registered with the Sub-Registrar of Assurances under Serial No. 3838 of 2001.
- (xlix) Unregistered Deed of Confirmation dated December 30, 1996 executed between Ignatius Miles Francis and others and Sealink Construction Company Private Limited.
- (l) Deed of Conveyance dated May 5, 1997 registered with the Office of the Sub- Registrar of Assurances under Serial no. 1747 of 1999.
- (li) Conveyance Deed dated May 9, 1997 registered with the Sub-Registrar of Assurances under Serial No. 1071 of 2001.
- (lii) Conveyance Deed dated May 19, 1997 registered with the Sub-Registrar of Assurances under Serial No. 1241 of 2001.
- (liii) Deed of Conveyance dated May 19, 1997 registered with the Sub-Registrar of Assurances under Serial No. 1242 of 2001.
- (liv) Deed of Confirmation dated December 22, 2000 read along with Deed of Conveyance dated October 29, 1995 registered with the Sub-Registrar of Assurance under Serial No. 2617 of 2000.
- (lv) Deed of Confirmation dated August 20, 2005 read alongwith a Conveyance Deed dated May 13, 1997 registered with the Sub-Registrar of Assurances under Serial No. 6289 of 2005.

- (lvi) Deed of Confirmation dated February 24, 2006 registered with the Sub-Registrar of Assurances under Serial No. 1557 of 2006 read alongwith the Conveyance Deed dated May 15, 1997, registered with the Sub-Registrar of Assurances under Serial No. 1557 of 2006.
- (lvii) Deed of Confirmation dated February 24, 2006 read alongwith a Conveyance Deed dated May 30, 1997 registered with the Sub-Registrar of Assurances under Serial No. 1572 of 2006.
- (lviii) Deed of Conveyance (deemed/unilateral) dated August 29, 2023 registered with the Sub-Registrar of Assurances under Serial No. 15320 of 2023.
- (lix) Deed of Confirmation dated January 6, 2025 registered with the Sub-Registrar of Assurances under Serial No. 186 of 2025.
- (lx) Deed of Confirmation dated January 6, 2025 registered with the Sub-Registrar of Assurances under Serial No. 189 of 2025.
- (lxi) Deed of Confirmation dated February 10, 2025 registered with the Sub-Registrar of Assurances under Serial No. 2136 of 2025.
- (lxii) Deed of Confirmation dated February 10, 2025 registered with the Sub-Registrar of Assurances under Serial No. 2137 of 2025.
- (lxiii) Deed of Confirmation dated February 18, 2025 registered with the Sub-Registrar of Assurances under Serial No. 2614 of 2025.
- (lxiv) Deed of Confirmation dated February 24, 2025 registered with the Sub-Registrar of Assurances under Serial No. 2795 of 2025.
- (lxv) Deed of Confirmation dated February 27, 2025 registered with the Sub-Registrar of Assurances under Serial No. 3123 of 2025.

3. 7/12 extracts:

The 7/12 extracts pertaining to the Properties issued by the Departments of Land Records record the following names as the Landowners thereof.

Sr. No.	Survey No.	Area in Ares	Name of Landowners	Reference of the Property in Title Report
1.	278/4 (part)	6.09.38	M/s. Chief Promoters of Citizen Co-operative Housing Society- (i) Ignatius Miles Francis (ii) Fredrick Jacob Dsouza (iii) Leslie John Hector Lobo (entitled to the extent of 4.24.20 Ares vide mutation entry no. 6060 dated September 3, 2001) M/s. Sealink Construction Company Private Limited	First Property

			(entitled to the extent of 6.09.38 Ares vide mutation entry no. 6073 dated September 5, 2001) Seven Star Co-operative Housing Society Association Limited (entitled to the extent of 1.06.42 Ares vide mutation entry no. 9023 dated December 20, 2023)	
2.	278/8B	2.30	Sealink Construction Company Private Limited (vide mutation entry no. 6373 dated February 27, 2006)	Second Property
3.	293/2/A	20.20	Sealink Construction Company Private Limited (vide mutation entry no. 6093 dated September 10, 2001)	Third Property
4.	293/2/B	22.20	Sealink Construction Company Private Limited (vide mutation entry no. 6212 dated December 23, 2003)	Fourth Property
5.	293/3	15.20	Sealink Construction Company Private Limited (vide mutation entry no. 6212 dated December 23, 2003)	Fifth Property
6.	293/4	11.60	Sealink Construction Company Private Limited (vide mutation entry no. 6224 dated January 27, 2004)	Sixth Property
7.	293/5	12.60	Sealink Construction Company Private Limited (vide mutation entry no. 6181 dated July 8, 2003)	Seventh Property
8.	293/6/A	5.50	Sealink Construction Company Private Limited (vide mutation entry no. 6092 dated September 9, 2001)	Eighth Property
9.	293/6/B	5.60	Sealink Construction Company Private Limited (vide mutation entry no. 6212 dated December 23, 2003)	Ninth Property
10.	293/7	16.20	Sealink Construction Company Private Limited (vide mutation entry no. 6092 dated September 9, 2001)	Tenth Property
11.	293/8	17.70	Sealink Construction Company Private Limited (vide mutation entry no. 6375 dated February 27, 2006)	Eleventh Property
12.	293/9	31.50	(i) Atmaram Rajaram Bhoir (ii) Vasant Rajaram Bhoir (iii) Kamlabai Sadanand Thakur (iv) Hirabai Gopinath Patil (v) Ratnaprabha Ganu Gharat (vi) Madhukar Balkrishna Mhatre (vii) Sushila Chandrakant Bhoir (viii) Megha Jayesh Deshmukh	Twelfth Property

			x) Damyanti Baburao Bhoir x) Leena Anant Vasekar xi) Kundan Anant Vasekar (entitled to the extent of 0.80 Ares vide mutation entry no. 4839 dated September 16, 1986) Sealink Construction Company Private Limited (entitled to the extent of 30.70 Ares vide mutation entry no. 9277 dated February 10, 2025)	
13.	294/3	49.10	Sealink Construction Company Private Limited (vide mutation entry no. 6070 dated September 5, 2001)	Thirteenth Property
14.	294/4	39.70	Sealink Construction Company Private Limited (vide mutation entry no. 6333 dated October 28, 2005)	Fourteenth Property
15.	294/5	14.20	Sealink Construction Company Private Limited (vide mutation entry no. 6078 dated September 5, 2001)	Fifteenth Property
16.	295/1	67.90	Sealink Construction Company Private Limited (vide mutation entry no. 6065 dated September 4, 2001)	Sixteenth Property
17.	295/2	22.30	Sealink Construction Company Private Limited (vide mutation entry no. 6297 dated June 13, 2005)	Seventeenth Property
18.	295/3	13.10	Sealink Construction Company Private Limited (vide mutation entry no. 6083 dated September 6, 2001)	Eighteenth Property
19.	295/6	51.60	Sealink Construction Company Private Limited (vide mutation entry no. 6225 dated January 27, 2004)	Nineteenth Property
20.	295/7	18.70	Sealink Construction Company Private Limited (vide mutation entry no. 9277 dated February 10, 2025)	Twentieth Property
21.	295/8	39.50	Sealink Construction Company Private Limited (vide mutation entry no. 6086 dated September 9, 2001)	Twenty First Property
22.	296/1	24.50	Sealink Construction Company Private Limited (vide mutation entry no. 6092 dated September 9, 2001)	Twenty Second Property
23.	296/2	10.60	Sealink Construction Company Private Limited (vide mutation entry no. 6224 dated January 27, 2004)	Twenty Third Property

24.	296/3	20.80	Sealink Construction Company Private Limited (vide mutation entry no. 6161 dated April 30, 2003)	Twenty Fourth Property
25.	296/6	8.60	Sealink Construction Company Private Limited (vide mutation entry no. 6154 dated April 30, 2003)	Twenty Fifth Property
26.	296/8/A	12.50	Sealink Construction Company Private Limited (vide mutation entry no. 6181 dated September 8, 2003)	Twenty Sixth Property
Total		559.79		

4. Search Reports:

- Land Search Report dated February 25, 2025 for a period of 40 years from 1985 to 2025 issued by Mr. Ashish Jhaveri (Title Investigator) for searches taken at the office of the Sub-Registrar of Assurances.
- ROC Search Report dated February 27, 2025, issued by VVS & Associates (Company Secretaries) for searches taken at the Registrar of Companies in respect of Sealink Construction Company Private Limited.
- CERSAI Search Report dated February 27, 2025, issued by VVS & Associates (Company Secretaries) in respect of the Properties, for the searches conducted in the portal maintained by the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (<https://cersai.org.in/CERSAI/home.prg>).
- Litigation Search Reports dated June 27, 2024 and March 3, 2025, issued by Perfios Software Solutions Private Limited in respect of Sealink Construction Company Private Limited.

5. Upon perusal of the above-mentioned documents and all other documents pertaining to the title of the Properties and subject to what is stated in Annexure "A" hereto, we are of the opinion that:

Subject to the mortgage created in favour of Vistra ITCL (INDIA) Limited, Sealink Construction Company Private Limited is the owner in respect of the Properties and Impactum Lands Private Limited has development rights on the Properties.

Owner of Land:

Sealink Construction Company Private Limited Survey Nos. 278/4 (part), 278/8B (part), 293/2/A (part), 293/2/B (part), 293/3, 293/4 (part), 293/5 (part), 293/6/A (part), 293/6/B, 293/7, 293/8 (part), 293/9 (part), 294/3 (part), 294/4 (part), 294/5 (part), 295/1, 295/2, 295/3, 295/6, 295/7, 295/8, 296/1 (part), 296/2, 296/3 (part), 296/6 (part), 296/8/A (part)

6. The report reflecting the flow of title of Sealink Construction Company Private Limited and Impactum Lands Private Limited in respect of the Properties is enclosed herewith as Annexure hereto.

Dated this 3rd day of April, 2025.

Mitali Naik



Partner
DSK Legal

Encl.: Annexure



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Annexure
Flow of title in respect of the Properties

Re: All those pieces and parcels of non-agricultural lands bearing Survey Nos. 278/4 (part), 278/8B (part), 293/2/A (part), 293/2/8 (part), 293/3, 293/4 (part), 293/5 (part), 293/6/A (part), 293/6/B, 293/7, 293/8 (part), 293/9 (part), 294/3 (part), 294/4 (part), 294/5 (part), 295/1, 295/2, 295/3, 295/6, 295/7, 295/8, 296/1 (part), 296/2, 296/3 (part), 296/6 (part), 296/8/A (part) admeasuring in aggregate 493.85 Ares (equivalent to 49,385 square meters) or thereabouts situated at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra (hereinafter collectively referred to as "**the Properties**").

As per the instructions of Impactum Lands Private Limited, we have investigated the ownership rights of Sealink Construction Company Private Limited in respect of the Properties and development rights of Impactum Lands Private Limited in the Properties and for the same, we have perused copies of the following documents:

For the purposes of this Legal Title Report:

- A. We have caused searches to be conducted in respect of the Properties and have relied upon the Land Search Report dated February 25, 2025 for a period of 40 years from 1985 to 2025 issued by Mr. Ashish Jhaveri (Title Investigator) and there are no adverse entries reflecting in the search.
- B. We have caused searches to be conducted in the office of the Registrar of Companies, Maharashtra to ascertain whether Sealink Construction Company Private Limited has created any encumbrance and have relied upon Report dated February 27, 2025, Issued by VVS & Associates (Company Secretaries) and the same has been dealt in detail in our Legal Title Report below.
- C. We have caused CERSAI Search to be conducted by VVS & Associates (Company Secretary) in respect of the said Property, who has conducted searches in the portal maintained by the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (<https://cersai.org.in/CERSAI/home.prg>) and we have relied upon their Search Report dated February 27, 2025 and the same has been dealt in detail in our Legal Title Report below.
- D. Since verifying pending litigations in respect of the the Properties become difficult due to various reasons including (i) litigations can be filed/instituted in various fora depending upon the relief claimed; and/or (ii) records of litigations maintained by courts and other authorities (judicial or otherwise) are not updated nor maintained descriptively and not easily available/accessible; and/or (iii) there are no registers maintained in respect of matters referred to arbitration, we have not conducted any searches before any court of law or before any other authority (judicial or otherwise) to verify whether the said Property are a subject matter of any litigation. However, we have caused online litigation searches by Perfios Software Solutions Private Limited on Sealink Construction Company Private Limited, to ascertain if there are any litigation proceedings initiated against them and have relied upon their reports dated June 24, 2024 and March 3, 2025 and the same have been dealt in detail in our Legal Title Report below.
- E. We have issued 2 (two) public notices dated November 16, 2024 and December 6, 2024 inviting objections / claims in respect of the ownership rights of the owners in respect of the Properties in Free Press Journal, Times of India and Loksatta ("**Public Notices 1**"). We have received objection(s), which have been noted under a separate section below. Further, we have issued 1 (one) public notice dated January 4, 2025 ("**Public Notice 2**") inviting objections / claims in respect of the original antecedent title deeds not in possession of the owners in respect of the Properties in Free Press Journal, Times of India and Loksatta. We have not received objection(s) in relation to the same till date. Hereinafter, Public Notices 1 and Public Notice 2 are herein after collectively referred to as "**Public Notices**".

I. DEVOLUTION OF TITLE:

(A) First Property

Re: All that piece and parcel of land bearing Old Survey No. 246 Hissa No. 4 and corresponding New Survey No. 278 Hissa No. 4 part admeasuring 6.09.38 Ares out of 11.40 Ares, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holders in the holder column	M/s. Chief Promoters of Citizen Co-operative Housing Society- (i) Ignatius Miles Francis (ii) Fredrick Jacob Dsouza (iii) Leslie John Hector Lobo (entitled to the extent of 4.24.20 Ares) M/s. Sealink Construction Company Private Limited (entitled to the extent of 6.09.38 Ares) Seven Star Co-operative Housing Society Association Limited (entitled to the extent of 1.06.42 Ares)
Remarks in other right column	<ul style="list-style-type: none">The Captioned Property is a fragment.1.No. N.A.P/S.R/11A/94 dated October 28, 1994.

1. It appears that by and under an Agreement for Sale dated April 16, 1987, (i) Jagannath Anant Bhoir, (ii) Sakhubai Pandurang Bhoir, (iii) Dhamubai Jagannath Bhoir, (iv) Vinayak Pandurang Bhoir, (v) Rohidas Pandurang Bhoir, (vi) Sumitra Rohidas Bhoir, (vii) Nita Vinayak Bhoir, (viii) Varsha Vinayak Bhoir, (ix) Naiyna Vinayak Bhoir, (x) Rima Vinayak Bhoir and (xi) Pritam Vinayak Bhoir agree to sell, transfer, convey and assign the captioned property in favour of (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira for the consideration and on the terms and conditions contained therein.

Comment:

We have been informed that a copy of the aforementioned Agreement for Sale is not available. However, all individuals whose names have been recorded as owners of the captioned property have executed the sale deed.

2. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992 (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign land admeasuring 60 Acres situate at Village Juchandra Taluka Vasai which included the Survey No. 246 Hissa No. 4 admeasuring 11.40 Ares in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.

3. Mutation Entry No. 5331 dated December 27, 1989 records that Anant Chango Bhoir died 20 years ago, leaving behind the following heir and legal representative:

Son	: Jagannath Anant Bhoir;
Daughter-in-law	: Sakhubai Pandurang Bhoir;
Grandsons	: Rohidas Pandurang Bhoir; : Vinayak Pandurang Bhoir;
Granddaughters	: Kusum Harishchandra Patli; and : Kishori Ashok Patil.

4. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard Pereira, (ii) Vegas Pereira, (iii) Jones Pereira, (iv) Santan J. Pereira, (v) Manuel John Pereira, (vi) Sashi John Machado, (vii) Godfrey John Machado, (viii) Stella Marshall Gonsalves, (ix) Ujobio Marshall Ghonsalves and (x) Robert Simon D'Souza released all their rights, title and interest in property bearing Survey No. 246 Hissa No. 4 in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira.

Comment:

We have not perused a legible copy of this release deed. In any event we have not perused any document whereunder any rights in the captioned property were granted to (i) Richard Pereira, (ii) Vegas Pereira, (iii) Jones Pereira, (iv) Santan J. Pereira, (v) Manuel John Pereira, (vi) Sashi John Machado, (vii) Godfrey John Machado, (viii) Stella Marshall Gonsalves, (ix) Ujobio Marshall Ghonsalves. Further (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira have executed the sale deed in favour of Sea link as the confirming party.

5. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign various properties interalia property bearing Survey No. 246 Hissa No. 4 in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.
6. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
7. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

8. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

9. By and under a Conveyance Deed dated May 9, 1997 registered with the Sub-Registrar of Assurances under Serial No. 2471 of 2001, (i) Jagannath Anant Bhoir, (ii) Sakhubai Pandurang Bhoir, (iii) Rohidas Pandurang Bhoir, (iv) Vinayak Pandurang Bhoir, (v) Kusum Harishchandra Patil and (vi) Kishori Ashok Patil alongwith the confirmation of (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira sold, transferred, conveyed and assigned the property bearing Survey No. 246 Hissa No. 4 part admeasuring 5.30.62 Ares in favour of (i) Ignatius Miles Francis (ii) Fredrick Jacob Dsouza and (ii) Leslie John Hector Lobo, Chief Promoters of Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6060 dated September 3, 2001 confirms the same.

Comment:

This Sale Deed does not pertain to the property forming part of the proposed transaction.

10. By and under a Conveyance Deed dated May 9, 1997 registered with the Sub-Registrar of Assurances under Serial No. 1071 of 2001, (i) Jagannath Anant Bhoir, (ii) Sakhubai Pandurang Bhoir, (iii) Rohidas Pandurang Bhoir, (iv) Vinayak Pandurang Bhoir, (v) Dhamubai Jagannath Bhoir (vi) Sumitra Rohidas Bhoir (vii) Nita Vinayak Bhoir (viii) Varsha Vinayak Bhoir (ix) Naiyna Vinayak Bhoir (x) Rima Vinayak Bhoir and (xi) Pritam Vinayak Bhoir alongwith the confirmation of (i) Kusum Harishchandra Patil, (ii) Kishori Ashok Patil, (iii) Anthony John Pereira (iv) Shakunda Anthony Pereira, (v) Ignatius Miles Francis (vi) Fredrick Jacob Dsouza and (vii) Leslie John Hector Lobo, Chief Promoters of Citizen Co-operative Housing Society sold, transferred, conveyed and assigned various properties interalia the captioned property in favour of Sealink Construction Company Private Limited, for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6073 dated September 5, 2001 confirms the same.

Comment:

Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof.

11. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the

same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.

12. Mutation Entry No. 7944 dated February 6, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated February 21, 2018 issued by Tahsildar, Vasai, District Palghar, the 7/12 extracts pertaining to various properties including the captioned property were computerised and rectified.
13. Mutation Entry No. 8137 dated September 26, 2018 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated February 21, 2018 issued by Tahsildar, Vasai, District Palghar, the 7/12 extracts pertaining to various properties including the captioned property were computerised and rectified.
14. Mutation Entry No. 9008 was not approved and the same does not have any negative impact on the captioned property.
15. Mutation Entry No. 9019 was not approved and the same does not have any negative impact on the captioned property.
16. By and under a Deed of Conveyance (deemed/unilateral) dated August 29, 2023 registered with the Sub-Registrar of Assurances under Serial No. 15320 of 2023, land admeasuring 106.42 square meters out of the captioned property was sold in favour of Seven Star Co-operative Housing Society Limited. Mutation Entry No. 9023 dated December 20, 2023 confirms the same.
17. Mutation Entry No. 9104 dated May 3, 2024 records that pursuant to order dated May 3, 2024 issued by Tahsildar, Vasai, District Palghar, the 7/12 extracts pertaining to various properties including the captioned property were computerised and rectified.

(B) Second Property

Re: All that piece and parcel of land bearing Old Survey No. 246 Hissa No. 8 (part) and corresponding New Survey No. 278 Hissa No. 8/B admeasuring 2.30 Ares, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holders in the holder column	M/s. Sealink Construction Company Private Limited

1. Mutation Entry No. 1341 dated May 15, 1949 records that Bheewa Bhoir died 4/5 years ago, leaving behind the following heirs and legal representatives:

Sons : Pandurang Bheewa Bhoir; and
: Laxman Bheewa Bhoir.

2. Mutation Entry No. 1373 dated November 30, 1950 records that pursuant to an Order no. 15 of 1949 the area of property bearing Survey No. 246 Hissa No. 8 was rectified to 8 Gunthas.
3. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992 (I) Anthony John Pereira, (II) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign land admeasuring 60 Acres situate at Village Juchandra Taluka Vasai which included the Survey No. 246 Hissa No. 8 admeasuring 8.1/8.6 Ares in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.

Comment:

The balance agreements record the area of the property bearing Survey No. 246 Hissa No. 8 as 8.1/8.6 Ares. It appears that this area is the sum total of Survey No. 246 Hissa No. 8/A admeasuring 6.3 Ares and Survey No. 246 Hissa No. 8/B admeasuring 2.3 Ares.

4. Mutation Entry No. 5330 dated December 27, 1989 records that Pandurang Bheewa Bhoir died on February 17, 1972 leaving behind the following heirs and legal representatives:

Wife : Nanubal Pandurang Bhoir;
Son : Jaywant Pandurang Bhoir;
: Balkrishna Pandurang Bhoir;
Daughters : Nirmila Motiram Patil;
: Shakuntala Balkrishna Patil;
: Damayanti Rohidas Bhoir;
: Vasanti Pandurang Bhoir; and
: Bhagirathi Pandurang Bhoir.

5. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign various properties interalia property bearing Survey No. 246 Hissa No. 8 part in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.
6. By an under an Order no. N.A./P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.

Comment:

The abovementioned N.A. Order has not been mutated in the other rights column of the 7/12 extract of the captioned property. However, this does not impact the title of the owner to the captioned property.

7. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

8. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

9. By and under a Deed of Confirmation dated February 24, 2006 read alongwith a Conveyance Deed dated May 30, 1997 registered with the Sub-Registrar of Assurances under Serial No. 1572 of 2006, (i) Nanubai Pandurang Bhoir in her individual capacity as well in the capacity of Karta and Manager of her respective HUF, (ii) Jaywant Pandurang Bhoir In his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (iii) Sunaina Jaywant Bhoir, (iv) Yogita Jaywant Bhoir, (v) Balkrishna Pandurang Bhoir in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (vi) Sanket Balkrishna Bhoir, (vii) Harshad Balkrishna Bhoir, (viii) Krishnabai Laxman Bhoir in her individual capacity as well in the capacity of Karta and Manager of her respective HUF, (ix) Vishnu Laxman Bhoir in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (x) Swapnali Vishnu Bhoir, (xi) Rohidas Laxman Bhoir in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (xii) Punit Rohidas Bhoir, (xiii) Harshad Rohidas Bhoir, (xiv) Pradeep Laxman Bhoir and (xv) Bhagirathi Pandurang Bhoir alongwith the confirmation of (i) Anjana Jaywant Bhoir, (ii) Manda Balkrishna Bhoir, (iii) Nirmila Balkrishna Bhoir, (iv) Shakuntala Balkrishna Bhoir, (v) Damayanti Rohidas Bhoir, (vi) Vasanti Atmaram Patil, (vii) Meena Vishnu Bhoir, (viii) Leena Rohidas Bhoir (ix) Lata Bharat Gharat, (x) Anthony John Pereira, (xi) Shakunda Anthony Pereira, (xii) Frederick Jacob D'souza and (xiii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society sold, transferred, conveyed and assigned the captioned property in favour of Sealink Construction Company Private Limited, for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6373 dated February 27, 2006 confirms the same.

Comment:

- (i) Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof.*
 - (ii) Nanubai had executed the conveyance deed but had not executed the confirmation deed. We have been informed that Nanubai was the widow of Pandurang Bhoir and she had passed away prior to the execution of the Deed of Confirmation dated February 24, 2006 hence she was not a party to the same. However, we have not been provided with any document to confirm the same. We had also issued Public Notices, inviting the claims if any from the third party. However, we have not received any claim or demand from any third party in respect thereof. However, necessary indemnity in respect of the title of the property should be taken from the owner in the development agreement. Since this memo is independent of the development agreement and the DTD hence, the suggestions captured in the aforesaid manner.*
 - (iii) The Old 7/12 records the name of Laxman Bheewa Bhoir as one of the co-owners. Please clarify what has happened to the rights of Laxman Bheewa Bhoir. We have been informed that the said Laxman Bheewa Bhoir has expired leaving behind certain legal heirs who have been added as selling parties to the document mentioned below. However, we have not been provided with documents / mutation entries confirming the same. The period of 30 years has lapsed. Further, we had also issued Public Notices, inviting the claims if any from the third party. We have not received any claim or demand from any third party claiming in respect thereof.*
10. Mutation Entry No. 6092 September 9, 2001 does not pertain to the captioned property.
 11. Mutation Entry No. 6229 dated February 21, 2004 records that the Hissa Nos. in respect of various properties in the village of Juchandra were rectified and accordingly Survey No. 278 Hissa No. 8 was further divided into 278 Hissa No. 8/A and 278 Hissa No. 8/B.
 12. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
 13. Mutation Entry No. 6307 does not pertain to the captioned property.
 14. Mutation Entry No. 6379 does not pertain to the captioned property.
 15. Mutation Entry No. 7944 dated February 6, 2017 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated February 21, 2018 issued by Tahsildar, Vasai,

District Palghar, the 7/12 extracts pertaining to various properties including the captioned property were computerised and rectified.

16. Mutation Entry No. 8137 dated September 26, 2018 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated February 21, 2018 issued by Tahsildar, Vasai, District Palghar, the 7/12 extracts pertaining to various properties including the captioned property were computerised and rectified.

(C) **Third Property**

Re: All that piece and parcel of land bearing Old Survey No. 268 Hissa No. 2/2 and corresponding New Survey No. 293 Hissa No. 2/A admeasuring 20.20 Ares, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holders in the holder column	M/s. Sealink Construction Company Private Limited
Remarks in other right column	No. N.A./S.R./11A/94 dated October 28, 1994.

1. Mutation Entry No. 2282 dated June 20, 1964 records that via an arrangement, Harishchandra Ganpat Mhatre and others have distributed various properties including the captioned property amongst themselves, pursuant to which the captioned property came to the share of Harishchandra Ganpat Mhatre.
2. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992 (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign land admeasuring 60 Acres situate at Village Juchandra Taluka Vasai which included the Survey No. 268 Hissa No. 2/2 admeasuring 20.20 Ares in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.

Comment:

Agreement dated June 20, 1992 records the captioned property as Survey No. 268 Hissa No. 2. However, since this is just an unregistered document and further the correct and rectified Survey no. was recorded by way of a registered document and therefore this does not adversely impact the title of the owner to the captioned property.

3. By and under a Conveyance Deed dated May 20, 1990 registered with the Sub-Registrar of Assurances under Serial No. 635 of 1990, (i) Harishchandra Ganpat Mhatre and (ii) Nivruti Harishchandra Mhatre representing himself and Roshan, Sandhya and Dipa alongwith the confirmation of (i) Chunilal Hansraj Shah, (ii) Hemant Lilaldhar Maru, (iii) Ramnik Khimji Savla, (iv) Pravin Jivraj Shrimak and (v) Dilip Premji Sanghvi sold, transferred, conveyed and assigned

the captioned property in favour of Richard John Pereira for the consideration and on the terms and conditions contained therein. Mutation Entry No. 5854 dated June 22, 1996 confirms the same.

Comment:

We have been informed that Harishchandra Mhatre agreed to sell the said property to Shaukat Thanawala vide an agreement dated May 19, 1987 and Thanawala further assigned his rights in the said property to Chuniwala Hansraj Shah. We have not been provided with copies of these documents, hence we cannot comment on the contents of the same. However, we have issued Public Notices and no claim has been received from Shaukat Thanawala has been received in respect of the captioned property. Also, necessary indemnity in respect of the title of the property should be taken from the owner. Since this memo is independent of the development agreement and the DTD hence, the suggestions captured in the aforesaid manner.

4. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard Pereira, (ii) Vegas Pereira, (iii) Jones Pereira, (iv) Santan J. Pereira, (v) Manuel John Pereira, (vi) Sashi John Machado, (vii) Godfrey John Machado, (viii) Stella Marshall Gonsalves, (ix) Ujoblo Marshall Ghonsalves and (x) Robert Simon D'Souza released all their rights, title and interest in property bearing Survey No. 268 Hissa No. 2/2 part in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira.
5. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign various properties interalia property bearing Survey No. 268 Hissa No. 2/A part In favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.
6. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
7. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

8. Mutation Entry No. 5781 dated September 7, 1995 records that Harishchandra Ganpat Mhatre died on March 24, 1995, leaving behind the following heirs and legal representatives:

Wife : Chimnabai Harishchandra Mhatre;
 Son : Nivruti Harishchandra Mhatre;
 Daughter : Revati Gajanan Mhatre;
 : Jayanti Dwarkanath Patil;
 : Jayashree Madhukar Patil;
 Grandson : Ajit Hareshwar Patil;
 Granddaughter : Darshana Hareshwar Patil; and
 : Nisha Dayanand Bhoir.

Comment:

It appears that the name of Harishchandra's heirs were inadvertently recorded, the same have now been deleted.

9. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

10. By and under a Conveyance Deed dated May 19, 1997 registered with the Sub-Registrar of Assurances under Serial No. 1241 of 2001, (i) Anthony John Pereira and (ii) Shakunda Anthony Periera alongwith the confirmation of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society sold, transferred, conveyed and assigned the captioned property in favour of Sealink Construction Company Private Limited, for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6093 dated September 10, 2001 confirms the same.

Comment:

- (i) *The aforementioned Conveyance Deed records the name of vendor as Anthony J. Pereira while the Mutation Entry No. 6093 erroneously records the name of the vendor as Richard John Pereira. Since the latest 7/12 extract records the name Sealink Construction this does not adversely impact the title of the owner to the captioned property.*
- (ii) *Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof.*

11. Mutation Entry No. 6229 dated February 21, 2004 records that the Hissa Nos. in respect of various properties in the village of Juchandra were rectified and accordingly Survey No. 293 Hissa No. 2/2 was rectified as Survey No. 293 Hissa No. 2/A and Survey No. 293 Hissa No. 2/B.
12. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
13. Mutation Entry No. 8055 dated August 7, 2017 records that pursuant to Government's Circular dated May 7, 2016 issued by Tahsildar, Vasai, District Palghar, the 7/12 extracts pertaining to various properties including the captioned property were computerised and rectified.

(D) **Fourth Property**

Re: All that piece and parcel of land bearing Old Survey No. 268 Hissa No. 2/2 and corresponding New Survey No. 293 Hissa No. 2/B admeasuring 22.20 Ares, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holders in the holder column	M/s. Sealink Construction Company Private Limited
Remarks in other right column	<ul style="list-style-type: none"> • Mortgage of Duma Miguel D'Sa of Rs. 499 dated July 9, 1946. • No. N.A.P/S.R/11A/94 dated October 28, 1994.

1. Mutation Entry No. 5039 dated November 25, 1987 records that Raghunath Vasudev and Laxmibai Bhau Devdhar died 30/34 years ago, leaving behind Shantabai Raghunath Devdhar as the sole heir. She died on August 11, 1963 and had no children or husband. She left behind the following heirs and legal representatives:

Brothers-in-law : Anant Balwant Devdhar aka Naik;
: Hareshwar Balwant;
: Harishchandra Gajanan;
: Hemant Moreshwar;

Sisters-in-law : Saraswati Gajanan;
: Vimal Atmaram; and
: Malti Madhavrao Kulkarni.

2. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992 (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign land admeasuring 60 Acres situate at Village Juchandra Taluka Vasai which included the Survey No. 268 Hissa No. 2 admeasuring 22.20 Ares in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.
3. By and under the Sale Deed dated June 27, 1990 registered with the Sub-Registrar of Assurances under Serial No. 835 of 1990, (i) Anusaya Anant Devdhar in her individual capacity as well in the capacity of Karta and Manager of her respective HUF, (ii) Rajni Padmakar Devdhar, (iii) Neela Narayan Joshi, (iv) Kumud Shantaram Joshi, (v) Hareshwar Balwant Devdhar in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (vi) Sunil Hareshwar Devdhar in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (vii) Shashikant Harishchandra Devdhar in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (viii) Harishchandra Gajanan Devdhar in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (ix) Saraswati Gajanan Devdhar, (x) Hemant Moreshwar Devdhar in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (xi) Padmaja aka Pushpa Hemant Devdhar, (xii) Amar Hemant Devdhar (xiii) Kanchan Hemant Devdhar (xiv) Anantkumar Atmaram Purandare (xv) Malti Madhavrao Kulkarni (xvi) Harishchandra Ganpat Mhatre and (xvii) Padmakar Anant Devdhar in his individual capacity as well in the capacity of Karta and Manager of his respective HUF alongwith the confirmation of (i) Prashant Rajaram Tandel and (ii) Dattatray Kanha Patil sold, transferred, conveyed and assigned various properties interalia the captioned property in favour of Jones John Pereira for the consideration and on the terms and conditions contained therein. Mutation Entry No. 5617 dated October 4, 1993 confirms the same.

Comment:

- (i) *We have been informed that the rights of Vimal Atmaram cannot be traced. It has been 34 years since the sale deed has been executed and we have not perused any document / notice under which any claim has been filed by Vimal Atmaram in respect of the captioned property. Further, we had also issued Public Notices, inviting the claims if any from the third party. However, we have not received any claim or demand from Vimal Atmaram or any third party claiming under him in respect thereof.*
- (ii) *In the Mutation Entry No. 5482 the name of Padmakar Anant Devdhar is recorded as Padamnath Anant and the name of Neela Narayan Joshi is recorded as Neel Narayan Shetty. We have been informed that they are the same persons.*
- (iii) *From the sale deed we understand the vendors had entered into an agreement for sale dated February 15, 1988 with the confirming parties. A copy of the same is not available. However, we understand that the necessary parties of the agreement for sale, have executed the sale deed. Hence, the unavailability of the agreement for sale does not adversely impact the flow of title.*

4. (i) Anusaya Anant Devdhar, (ii) Rajni Padmakar Devdhar, (iii) Neela Narayan Joshi, (iv) Kumud Shantaram Joshi, (v) Hareshwar Balwant Devdhar, (vi) Sunil Hareshwar Devdhar, (vii) Shashikant Harishchandra Devdhar, (viii) Harishchandra Gajanan Devdhar, (ix) Saraswati Gajanan Devdhar, (x) Hemant Moreshwar Devdhar, (xi) Padmaja aka Pushpa Hemant Devdhar, (xii) Amar Hemant Devdhar (xiii) Kanchan Hemant Devdhar (xiv) Anantkumar Atmaram Purandare (xv) Malti Madhavrao Kulkarni (xvi) Harishchandra Ganpat Mhatre and (xvii) Padmakar Anant Devdhar executed an Indemnity Bond cum Declaration dated June 27 1990 registered with the Sub-Registrar of Assurances under Serial No. 836 of 1990 in respect of the captioned property.

5. Mutation Entry No. 5482 dated September 9, 1991 records that Anant Balwant Devdhar aka Naik died 5/6 years ago, leaving behind the following heirs and legal representatives:

Wife : Anusaya Anant Devdhar aka Naik;
Son : Padamnath Anant;
Daughters : Rajni Padamnath
: Neel Narayan Shetty; and
: Kumud Shantaram Joshi.

Comment:

It appears that the year of the Mutation Entry has been recorded as 11 instead of 91.

6. Mutation Entry No. 5483 dated September 9, 1991 records that Hareshwar Balwant Devdhar Naik died 8/10 years ago, leaving behind the following heir and legal representative:

Son : Sunil Hareshwar Devdhar aka Naik

Comment:

Hareshwar Balwant Devdhar was alive at the time of execution and registration of the Sale Deed dated June 27, 1990 registered with the Sub-Registrar of Assurances under Serial No. 835 of 1990, hence, it appears that the time period of his death is erroneously mentioned in the abovementioned Mutation Entry. This does not adversely impact the title of the owner to the captioned property.

7. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard Pereira, (ii) Vegas Pereira, (iii) Jones Pereira, (iv) Santan J. Pereira, (v) Manuel John Pereira, (vi) Sashi John Machado, (vii) Godfrey John Machado, (viii) Stella Marshall Gonsalves, (ix) Ujobio Marshall Ghonsalves and (x) Robert Simon D'Souza released all their rights, title and interest in property bearing Survey No. 268 Hissa No. 2 in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira.

8. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign various properties interalia property bearing Survey No. 268 Hissa No. 2/B part in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.
9. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
10. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

11. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

12. By and under a Deed of Conveyance dated May 19, 1997 registered with the Sub-Registrar of Assurances under Serial No. 1242 of 2001, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira alongwith the confirmation of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) sold, transferred, conveyed and assigned various properties interalia property bearing Survey No. 268 Hissa No. 2 admeasuring 22.20 Ares in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6212 dated December 23, 2003 confirms the same

Comment:

Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original

antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof.

13. Mutation Entry No. 6093 does not pertain to the captioned property.
14. Mutation Entry No. 6229 dated February 21, 2004 records that the Hissa Nos. in respect of various properties in the village of Juchandra were rectified and accordingly Survey No. 293 Hissa No. 2/2 was rectified as Survey No. 293 Hissa No. 2/A and Survey No. 293 Hissa No. 2/B.
15. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
16. Mutation Entry No. 7555 dated August 6, 2012 records that Hari Shinwar Mhatre has paid off the loan of Rs. 426.40/- pursuant to which the encumbrance of Juchandra Division Seva Sahakari Society has been removed from the other right column of the 7/12 extract of various properties interalia the captioned property.
17. Mutation Entry No. 8055 dated August 7, 2017 records that pursuant to Government's Circular dated May 7, 2016 issued by Tahsildar, Vasai, District Palghar, the 7/12 extracts pertaining to various properties including the captioned property were computerised and rectified.

(E) Fifth Property

Re: All that piece and parcel of land bearing Old Survey No. 268 Hissa No. 3 and corresponding New Survey No. 293 Hissa No. 3 admeasuring 15.20 Ares, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holders in the holder column	M/s. Sealink Construction Company Private Limited
Remarks in other right column	No. N.A.P/S.R/11A/94 dated October 28, 1994.

1. Mutation Entry No. 4424 does not pertain to the captioned property.
2. Mutation Entry No. 4754 dated March 4, 1986 records that Jeevan Tatya Bhoir paid off the mortgage amount to Pandu Budhya Koli and by and under a Reconveyance Deed dated February 9, 1961, Pandu Budhya Koli reconveyed various properties interalia the captioned property in favour of Jeevan Tatya Bhoir pursuant to which the encumbrance has been removed from the other right column of the 7/12 extracts.

Comment:

A copy of the aforementioned Reconveyance Deed is not available. It appears that the mortgage that was created and recorded by Mutation Entry No. 1185 was created in favour of Pandu Budhya Koli. However, since the 30 years' period has lapsed. Further, we had also issued Public Notices, inviting the claims if any from the third party. We have not received any claim or demand from any third party claiming under him in respect thereof.

3. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992 (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign land admeasuring 60 Acres situate at Village Juchandra Taluka Vasai which included the captioned property in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.
4. By and under a Sale Deed dated May 23, 1990 registered with the Sub-Registrar of Assurances under Serial No. 654 of 1990, (i) Dhamibai Jeevan Bhoir in her individual capacity as well in the capacity of Karta and Manager of her respective HUF, (ii) Parshuram Jeevan Bhoir in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (iii) Tulsibai Parshuram Bhoir, (iv) Arun Parshuram Bhoir, (v) Mohan Parshuram Bhoir, (vi) Janardhan Parshuram Bhoir, (vii) Kishor Parshuram Bhoir, (viii) Gajanan Jeevan Bhoir in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (ix) Kamala Gajanan Bhoir, (x) Dilip Gajanan Bhoir, (xi) Harshada Gajanan Bhoir, (xii) Dhanesh Gajanan Bhoir, (xiii) Bhaskar Jeevan Bhoir, (xiv) Namdev Jeevan Bhoir in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (xv) Jayabai Namdev Bhoir, (xvi) Bharti Namdev Bhoir, (xvii) Baby Ramdas Patil, (xviii) Savitri Joma Bhoir, (xix) Devubai Sitaram Raut, (xx) Harkubai aka Mathurabai Mahadev Bhoir, (xxi) Gangubai Bhaidas Bhoir, (xxii) Kedar Shanivar Bhoir, and (xxiii) Shobha Ramchandra Patil sold, transferred, conveyed and assigned various properties interalia the captioned property in favour of Vegas John Pereira for the consideration and on the terms and conditions contained therein. Mutation Entry No. 5426 dated August 1, 1990 confirms the same.

Comment:

We have not been provided with the mutation entry recording the death of Jeevan Tatyia Bhoir, however, we have been provided with a 7/12 extract in which the names of (i) Dhamibai Jeevan Bhoir, (ii) Parshuram Jeevan Bhoir, (iii) Gajanan Jeevan Bhoir, (iv) Bhaskar Jeevan Bhoir and (v) Namdev Jeevan Bhoir has been recorded as the heirs of Jeevan Tatyia Bhoir.

5. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard Pereira, (ii) Vegas John Pereira, (iii) Jones John Pereira, (iv) Santan John Pereira, (v) Manuel John Pereira, (vi) Sashi John Machado, (vii) Godfrey John Machado, (viii) Stella Marshall Gonsalves, (ix) Ujobio Marshall Ghonsalves and (x) Robert Simon D'Souza released all their rights, title and interest in property bearing Survey No. 293 Hissa No. 3 part in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira. Mutation Entry No. 6216 dated December 26, 2003 confirms the same.

6. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign various properties interalia property bearing Survey No. 268 Hissa No. 3 part in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.
7. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
8. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

9. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

10. By and under a Deed of Conveyance dated May 19, 1997 registered with the Sub-Registrar of Assurances under Serial No. 1242 of 2001, (i) Shakunda Anthony Pereira and (ii) Anthony John Pereira alongwith the confirmation of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) sold, transferred, conveyed and assigned various properties interalia the captioned property in favour of M/s. Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6212 dated December 23, 2003 confirms the same.

Comment:

Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original

antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof.

11. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
12. Mutation Entry No. 8055 dated August 7, 2017 records that pursuant to Government's Circular dated May 7, 2016 issued by Tahsildar, Vasai, District Palghar, the 7/12 extracts pertaining to various properties including the captioned property were computerised and rectified.

(F) Sixth Property

Re: All that piece and parcel of land bearing Old Survey No. 268 Hissa No. 4 and corresponding New Survey No. 293 Hissa No. 4 admeasuring 11.60 Ares, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holders in the holder column	M/s. Sealink Construction Company Private Limited
Remarks in other right column	No. N.A.P/S.R/11A/94 dated October 28, 1994.

1. Mutation Entry No. 4816 dated August 23, 1986 records that Bhau Sakahram Patil has paid off the loan of Rs. 169.30/- pursuant to which the encumbrance of aforementioned society has been removed from the other right column of the 7/12 extract of various properties interalia the captioned property.
2. By and under a Sale Deed dated September 7, 1987 registered with the Sub-Registrar of Assurances under Serial No. 2490 of 1987, Bhau Sakahram Patil sold, transferred, conveyed and assigned the captioned property in favour of Pravinkumar G. Vora for the consideration and on the terms and conditions contained therein. Mutation Entry No. 5020 dated November 9, 1987 confirms the same.
3. By and under a Sale Deed dated January 31, 1989 registered with the Sub-Registrar of Assurances under Serial No. 284 of 1989, Pravinkumar G. Vora sold, transferred, conveyed and assigned the captioned property in favour of Anthony John Pereira for the consideration and on the terms and conditions contained therein. Mutation Entry No. 5190 dated March 11, 1989 confirms the same.
4. By and under an Indenture dated June 25, 1993 registered with the Sub-Registrar of Assurances under Serial No. 3366 of 2001, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira sold, transferred, conveyed and assigned the captioned property in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed

Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6223 dated January 27, 2004 confirms the same.

5. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign various properties interalia property bearing Survey No. 268 Hissa No. 4 in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.
6. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
7. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

8. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

9. By and under a Deed of Confirmation dated December 30, 1996 read alongwith the Conveyance Deed dated April 26, 1996 registered with the Sub-Registrar of Assurances under Serial No. 3838 of 2001, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society sold, transferred, conveyed and assigned various properties interalia the captioned property in favour of M/s. Sealink Construction Company Private Limited, for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6224 dated January 27, 2004 confirms the same.

Comment:

(i) *Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof.*

(ii) *Deed of Confirmation was executed by only one of the promoters of Citizen Co-operative Housing Society i.e. Fredrick Jacob D'souza. The recitals of the Deed of Confirmation states that Fredrick Jacob D'souza was not present when the Deed of Conveyance was lodged for registration and hence, to regularise the registration of Deed of Conveyance, a registered Deed of Confirmation dated February 27, 2025 registered with the office of the Sub-Registrar of Assurances under serial no. 3123 of 2025 was executed by the current promoters of Citizen Co-operative Housing Society confirming the Conveyance Deed dated April 26, 1996 registered with the Sub-Registrar of Assurances under Serial No. 3838 of 2001.*

10. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.

11. Mutation Entry No. 8055 dated August 7, 2017 records that pursuant to Government's Circular dated May 7, 2016 issued by Tahsildar, Vasai, District Palghar, the 7/12 extracts pertaining to various properties including the captioned property were computerised and rectified.

(G) Seventh Property

Re: All that piece and parcel of land bearing Old Survey No. 268 Hissa No. 5 and corresponding New Survey No. 293 Hissa No. 5 admeasuring 12.60 Ares, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holders in the holder column	M/s. Sealink Construction Company Private Limited
Remarks in other right column	<ul style="list-style-type: none">The Captioned Property is a fragment.No. N.A.P/S.R/11A/94 dated October 28, 1994.

1. Mutation Entry No. 1956 dated July 27, 1960 records that Hari Kana Mhatre died on March 15, 1959, leaving behind the following heirs and legal representatives:

Wife : Hasubai Hari Mhatre;

Sons : Balkrishna Hari Mhatre;

: Ganpat Hari Mhatre; and

: Sadanand Hari Mhatre.

Name of Balkrishna Hari Mhatre was recorded as the Karta and Manger of the HUF.

2. By and under an Agreement for Sale dated September 23, 1988, (i) Balkrishna Hari Mhatre, (ii) Godavari Sadanand Mhatre, (iii) Ramakant Sadanand Mhatre, (iv) Rekhabei Ramakant Mhatre, (v) Chandrasekhar Sadanand Mhatre, (vi) Rukmini Prakash Mhatre and (vii) Dayanand Sadanand Mhatre alongwith the confirmation of (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell, transfer, convey and assign the captioned property in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.

Comment:

A copy of the aforementioned Agreement for Sale is not available. However, since the 30 years' period has lapsed. Further, we had also issued Public Notices, inviting the claims if any from the third party. We have not received any claim or demand from any third party claiming under him in respect thereof.

3. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992 (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign land admeasuring 60 Acres situate at Village Juchandra Taluka Vasai which included the Survey No. 268 Hissa No. 5 admeasuring 12.60 Ares in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.
4. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard Pereira, (ii) Vegas John Pereira, (iii) Jones John Pereira, (iv) Santan John Pereira, (v) Manuel John Pereira, (vi) Sashi John Machado, (vii) Godfrey John Machado, (viii) Stella Marshall Gonsalves, (ix) Ujobio Marshall Ghonsalves and (x) Robert Simon D'Souza released all their rights, title and interest in the captioned property in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira.
5. By and under a Deed of Indenture dated November 10, 1993 registered with the Sub-Registrar of Assurances under Serial No. 3155 of 2001, (i) Balkrishna Hari Mhatre in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (ii) Godavari Sadanand Mhatre, (iii) Ramakant Sadanand Mhatre in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (iv) Rekhabei Ramakant Mhatre, (v) Chandrasekhar Sadanand Mhatre, (vi) Rukmini Prakash Mhatre and (vii) Dayanand Sadanand Mhatre In his individual capacity as well in the capacity of Karta and Manager of his respective HUF alongwith the confirmation of (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira sold, transferred, conveyed and assigned the captioned property in favour of (i) Ignatius Miles Francis, (ii) Frederick

Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6160 dated April 30, 2003 confirms the same.

Comment:

- (i) *The Deed of Indenture conveys that Ganpat Hari Mhatre has been separated and is not entitled to the said lands. The necessary documents confirming the same are not available. However, since the 30 years' period has lapsed. Further, we had also issued Public Notices, inviting the claims if any from the third party. We have not received any claim or demand from any third party claiming under him in respect thereof.*
- (ii) *It appears that Sadanand Mhatre has expired. The mutation entry confirming the same and recording the names of his heirs is not available.*
- (iii) *It appears that Hasubai Hari Mhatre has expired. The mutation entry confirming the same is not available.*
- (iv) *The aforementioned sale deed says that upon the formation of society, the Promoters are liable to sell the aforementioned captioned property to the Society.*

6. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Perelra, (ii) Shakunda Anthony Pereira, (iii) Richard Perelra, (iv) Vegas Pereira, (v) Jones Perelra, (vi) Robert Dsouza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign various properties Interalla property bearing Survey No. 268 Hissa No. 5 in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.
7. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
8. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Perelra and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

9. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
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1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

10. By and under a Deed of Conveyance dated April 26, 1996 registered with the Sub-Registrar of Assurances under Serial No. 3368 of 2001, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society sold, transferred, conveyed and assigned various properties interalia the captioned property in favour of M/s. Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6181 dated July 8, 2003 confirms the same.

Comment:

Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof..

11. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
12. Mutation Entry No. 8055 dated August 7, 2017 records that pursuant to Government's Circular dated May 7, 2016 Issued by Tahsildar, Vasai, District Palghar, the 7/12 extracts pertaining to various properties including the captioned property were computerised and rectified.

(H) Eighth Property

Re: All that piece and parcel of land bearing Old Survey No. 268 Hissa No. 6A and corresponding New Survey No. 293 Hissa No. 6A admeasuring 5.50 Ares, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holders in the holder column	M/s. Sealink Construction Company Private Limited
Remarks in other right column	No. N.A.P/S.R/11A/94 dated October 28, 1994.

1. By and under a Sale Deed dated May 25, 1988 registered with with the Sub-Registrar of Assurances under Serial No. 1899 of 1988, (i) Gangabai Laxman Mhatre, (ii) Prabhavati Dama, (iii) Premabai Devidas and (iv) Suman Dinanath Bhoir sold, transferred, conveyed and assigned

various properties interalia the property bearing Survey No. 268 Hissa No. 6 (part) admeasuring 5.5 Ares in favour of Mathuradas Narayandas Majithia for the consideration and on the terms and conditions contained therein. Mutation Entry No. 5130 dated July 9, 1988 confirms the same.

2. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992 (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign land admeasuring 60 Acres situate at Village Juchandra Taluka Vasai which included the captioned property in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.
3. It appears that by and under an Agreement for Sale dated July 17, 1989, Mathuradas Narayandas Majithia agreed to sell, transfer, convey and assign various properties interalia the captioned property in favour of (i) Anthony J. Pereira and (ii) Shakunda Anthony Pereira, for the consideration and on the terms and conditions contained therein.

Comment:

A copy of the aforementioned Agreement for Sale is not available.

4. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard Pereira, (ii) Vegas John Pereira, (iii) Jones John Pereira, (iv) Santan John Pereira, (v) Manuel John Pereira, (vi) Sashi John Machado, (vii) Godfrey John Machado, (viii) Stella Marshall Gonsalves, (ix) Ujobio Marshall Ghonsalves and (x) Robert Simon D'Souza released all their rights, title and interest in property bearing Survey No. 268 Hissa No. 6 in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira.
5. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign various properties interalia property bearing Survey No. 268 Hissa No. 6 part in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.
6. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
7. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

8. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

9. By and under a Conveyance Deed dated December 26, 1995, registered with the Sub-Registrar of Assurances under Serial No. 1525 of 2001, Mathuradas Narayandas Majithia alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Ignatius Miles Francis, (iv) Frederick Jacob D'souza and (v) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society sold, transferred, conveyed and assigned various properties interalla the property bearing Survey No. 268 Hissa No. 6 admeasuring 5.5 Ares in favour of M/s. Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6092 dated September 9, 2001 confirms the same.

Comment:

- (i) *Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof.*
- (ii) *Mutation Entry No. 6092 records the registration number of the aforementioned Conveyance Deed as 1545 of 2001 whereas the copy of the Conveyance Deed provided to us records it as 1525 of 2001. Though there is no clarification provided it appears that the Mutation Entry No. 6092 inadvertently records the registration number as 1545 of 2001.*
10. Mutation Entry No. 6229 dated February 21, 2004 records that the Hissa Nos. in respect of various properties in the village of Juchandra were rectified and accordingly Survey No. 293 Hissa No. 6 (part) was rectified as Survey No. 293 Hissa No. 6A and Survey No. 293 Hissa No. 6B.

11. Mutation Entry No. 8055 dated August 7, 2017 records that pursuant to Government's Circular dated May 7, 2016 issued by Tahsildar, Vasai, District Palghar, the 7/12 extracts pertaining to various properties including the captioned property were computerised and rectified.

(I) **Ninth Property**

Re: All that piece and parcel of land bearing Old Survey No. 268 Hissa No. 6B and corresponding New Survey No. 293 Hissa No. 6B admeasuring 5.60 Ares, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holders in the holder column	M/s. Sealink Construction Company Private Limited
Remarks in other right column	No. N.A.P/S.R/11A/94 dated October 28, 1994.

1. Mutation Entry No. 2982 does not pertain to the captioned property.
2. Mutation Entry No. 5039 dated November 25, 1987 records that Raghunath Vasudev and Laxmibai Bhau Devdhar died 30/34 years ago, leaving behind Shantabai Raghunath Devdhar as the sole heir. Shantabai Raghunath Devdhar died on August 11, 1963 and had no children or husband. She left behind the following heirs and legal representatives:

Brothers-in-law : Anant Balwant Devdhar aka Naik;

: Hareshwar Balwant;

: Harishchandra Gajanan;

: Hemant Moreshwar;

Sisters-in-law

: Saraswati Gajanan;

: Vimal Atmaram; and

: Malti Madhavrao Kulkarni.

3. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992 (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign land admeasuring 60 Acres situate at Village Juchandra Taluka Vasai which included the captioned property In favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.

4. Mutation Entry No. 5482 dated September 9, 1991 records that Anant Balwant Devdhar aka Naik died 5/6 years ago, leaving behind the following heirs and legal representatives:

Wife : Anusaya Anant Devdhar aka Naik;
Son : Padamnath Anant;
Daughters : Rajni Padamnath
: Neela Narayan Joshi; and
: Kumud Shantaram Joshi.

5. Mutation Entry No. 5483 dated September 9, 1991 records that Hareshwar Balwant Devdhar Naik died 8/10 years ago, leaving behind his son Sunil Hareshwar Devdhar aka Naik as his only heir and legal representative.

Comment:

Hareshwar Balwant Devdhar was alive at the time of execution and registration of the Sale Deed dated June 27, 1990 registered with the Sub-Registrar of Assurances under Serial No. 835 of 1990, hence, it appears that the time period of his death is erroneously mentioned in the abovementioned Mutation Entry.

6. By and under the Sale Deed dated June 27, 1990 registered with the Sub-Registrar of Assurances under Serial No. 835 of 1990, (i) Anusaya Anant Devdhar in her individual capacity as well in the capacity of Karta and Manager of her respective HUF, (ii) Rajni Padmakar Devdhar, (iii) Neela Narayan Joshi, (iv) Kumud Shantaram Joshi, (v) Hareshwar Balwant Devdhar in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (vi) Sunil Hareshwar Devdhar in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (vii) Shashikant Harishchandra Devdhar in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (viii) Harishchandra Gajanan Devdhar in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (ix) Saraswati Gajanan Devdhar, (x) Hemant Moreshwar Devdhar in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (xi) Padmaja aka Pushpa Hemant Devdhar, (xii) Amar Hemant Devdhar (xiii) Kanchan Hemant Devdhar (xiv) Anantkumar Atmaram Purandare (xv) Malti Madhavrao Kulkarni (xvi) Harishchandra Ganpat Mhatre and (xvii) Padmakar Anant Devdhar in his individual capacity as well in the capacity of Karta and Manager of his respective HUF alongwith the confirmation of (i) Prashant Rajaram Tandel and (ii) Dattatray Kanha Patil sold, transferred, conveyed and assigned all their respective right, title and interest in the property bearing Survey No. 268 Hissa No. 6 admeasuring 5.5 Ares in favour of Jones John Pereira for the consideration and on the terms and conditions contained therein. Mutation Entry No. 5617 dated October 4, 1993 confirms the same.

Comment:

- (i) *We have been informed that the rights of Vimal Atmaram cannot be traced. It has been 34 years since the sale deed has been executed and we have not perused any document / notice under which any claim has been filed by Vimal Atmaram in respect of the captioned property. Further, we had also issued Public Notices, inviting the claims if any from the third party. However, we have not received any claim or demand from Vimal Atmaram or any third party claiming under him in respect thereof.*

- (ii) *In the Mutation Entry No. 5482 the name of Padmakar Anant Devdhar is recorded as Padamnath Anant and the name of Neela Narayan Joshi is recorded as Neel Narayan Shetty. Please clarify. We have been informed that they are the same persons.*
- (iii) *From the sale deed we understand the vendors had entered into an agreement for sale dated February 15, 1988 with the confirming parties. A copy of the same is not available. Since, the necessary parties of the agreement to sale have execute the registered sale deed. Hence, the unavailability of the agreement for sale does not adversely impact the flow of title.*
- (iv) *It appears that the area has been erroneously recorded as 5.5 Ares instead of 5.6 Ares.*
7. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard Pereira, (ii) Vegas John Pereira, (iii) Jones John Pereira, (iv) Santan John Pereira, (v) Manuel John Pereira, (vi) Sashi John Machado, (vii) Godfrey John Machado, (viii) Stella Marshall Gonsalves, (ix) Ujobio Marshall Ghonsalves and (x) Robert Simon D'Souza released all their rights, title and interest in property bearing Survey No. 268 Hissa No. 6 part in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira. Mutation Entry No. 6216 dated December 26, 2003 confirms the same.

Comment:

- (i) *The name of the owner of the captioned property has been recorded as Prashant Tandel in the release deed. We have been informed that this has been inadvertently mentioned.*
- (ii) *It appears that the area has been erroneously recorded as 5.5 Ares instead of 5.6 Ares.*
8. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederlck Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign various properties interalia property bearing Survey No. 268 Hissa No. 6 part in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.
9. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
10. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

11. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

12. By and under a Deed of Conveyance dated May 19, 1997 registered with the Sub-Registrar of Assurances under Serial No. 1242 of 2001, (i) Shakunda Anthony Pereira and (ii) Anthony John Pereira alongwith the confirmation of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) sold, transferred, conveyed and assigned various properties interalia the captioned property in favour of M/s. Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6212 dated December 23, 2003 confirms the same.

Comment:

Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof.

13. Mutation Entry No. 6229 dated February 21, 2004 records that the Hissa Nos. in respect of various properties in the village of Juchandra were rectified and accordingly Survey No. 293 Hissa No. 6 (part) was rectified as Survey No. 293 Hissa No. 6A and Survey No. 293 Hissa No. 6B.
14. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
15. Mutation Entry No. 7552 dated August 6, 2012 records that Hari Shinwar Mhatre has paid off the loan of Rs. 426.40/- pursuant to which the encumbrance of Juchandra Division Seva Sahakari Society has been removed from the other right column of the 7/12 extract of various properties interalia the captioned property.

Comment:

Clear copy of the mutation entry is not available.

16. Mutation Entry No. 8056 dated August 9, 2017 records that pursuant to Government's Circular dated May 7, 2016 issued by Tahsildar, Vasai, District Palghar, the 7/12 extracts pertaining to various properties including the captioned property were computerised and rectified.

(J) **Tenth Property**

Re: All that piece and parcel of land bearing Old Survey No. 268 Hissa No. 7 and corresponding New Survey No. 293 Hissa No. 7 admeasuring 16.20 Ares, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holders in the holder column	M/s. Sealink Construction Company Private Limited
Remarks in other right column	<ul style="list-style-type: none">• The Captioned Property is a fragment.• No. N.A.P/S.R/11A/94 dated October 28, 1994.

1. By and under a declaration issued by Talathi of Village Juchandra, Taluka Vasai, District Palghar dated January 17, 2024, Mutation Entry No. 4535 is not available.
2. By and under an Agreement for Sale dated July 25, 1986, registered with the Sub-Registrar of Assurances under Serial No. 1677 of 1986, (i) Krishnabai Damodar Patil and (ii) Chandrabhaga Dagdu Mhatre agreed to sell, transfer, convey and assign various properties interalia the captioned property in favour of Mathuradas Narayandas Majithia for the consideration and on the terms and conditions contained therein.
3. By and under a Sale Deed dated May 25, 1988, registered with the Sub-Registrar of Assurances under Serial No. 1900 of 1988, (i) Krishnabai Damodar Patil and (ii) Chandrabhaga Dagdu Mhatre sold, transferred, conveyed and assigned various properties interalia the captioned property in favour of Mathuradas Narayandas Majithia for the consideration and on the terms and conditions contained therein. Mutation Entry No. 5131 dated July 9, 1988 confirms the same.
4. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992 (i) Anthony John Pereira, (ii) Shakunda Anthony Perelra, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign land admeasuring 60 Acres situate at Village Juchandra Taluka Vasai which included the captioned property in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.

5. It appears that by and under an Agreement for Sale dated July 17, 1989, Mathuradas Narayandas Majithia agreed to sell, transfer, convey and assign various properties interalia the captioned property in favour of (i) Anthony J. Pereira and (ii) Shakunda Anthony Pereira, for the consideration and on the terms and conditions contained therein.

Comment:

A copy of the aforementioned Agreement for Sale is not available.

6. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard Pereira, (ii) Vegas Pereira, (iii) Jones Pereira, (iv) Santan J. Pereira, (v) Manuel John Pereira, (vi) Sashi John Machado, (vii) Godfrey John Machado, (viii) Stella Marshall Gonsalves, (ix) Ujobio Marshall Ghonsalves and (x) Robert Simon D'Souza released all their rights, title and interest in property bearing Survey No. 268 Hissa No. 7 in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira.
7. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign various properties interalia property bearing Survey No. 268 Hissa No. 7 in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.
8. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
9. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

10. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

11. By and under a Conveyance Deed dated December 26, 1995, registered with the Sub-Registrar of Assurances under Serial No. 1525 of 2001, Mathuradas Narayandas Majithia alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Ignatius Miles Francis, (iv) Frederick Jacob D'souza and (v) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society sold, transferred, conveyed and assigned various properties interalia the captioned property in favour of M/s. Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6092 dated September 9, 2001 confirms the same.

Comment:

Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued the Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof..

12. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
13. Mutation Entry No. 8056 dated August 9, 2017 records that pursuant to Government's Circular dated May 7, 2016 issued by Tahsildar, Vasai, District Palghar, the 7/12 extracts pertaining to various properties including the captioned property were computerised and rectified.

(K) Eleventh Property

Re: All that piece and parcel of land bearing Old Survey No. 268 Hissa No. 8 and corresponding New Survey No. 293 Hissa No. 8 admeasuring 17.70 Ares, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holders in the holder column	M/s. Sealink Construction Company Private Limited
Remarks in other right column	<ul style="list-style-type: none"> • The Captioned Property is a fragment. • No. N.A.P/S.R/11A/94 dated October 28, 1994.

1. It appears that by and under an Agreement for Sale dated April 4, 1989, (i) Krishnabai Laxman Bhoir, (ii) Vishnu Laxman Bhoir, (iii) Rohidas Laxman Bhoir, (iv) Pradeep Laxman Bhoir, (v) Nanubai Pandurang Bhoir, (vi) Jaywant Pandurang Bhoir, (vii) Balkrishna Pandurang Bhoir, (viii) Swapnali Vishnu Bhoir, (ix) Punit Rohidas Bhoir, (x) Harshad Rohidas Bhoir, (xi) Sunaina Jaywant Bhoir, (xii) Yogita Jaywant Bhoir, (xiii) Sanket Balkrishna Bhoir, (xiv) Harshad Balkrishna Bhoir, (xv) Bhagirathi Pandurang Bhoir, (xvi) Meena Vishnu Bhoir, (xvii) Leena Rohidas Bhoir, (xviii) Lata Bharat Gharat, (xix) Anjana Jaywant Bhoir, (xx) Manda Balkrishna Bhoir, (xxi) Nirmala

Motiram Raikar, (xxii) Shakuntala Balkrishna Patil, (xxiii) Damayanti Rohidas Bhoir and (xxiv) Vasanti Atmaram Patil agreed to sell, transfer, convey and assign the captioned property in favour of (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira for the consideration and on the terms and conditions contained therein.

Comment:

Copy of the aforementioned agreement is not available.

2. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992 (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign land admeasuring 60 Acres situate at Village Juchandra Taluka Vasal which included the captioned property in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.

3. Mutation Entry No. 5330 dated December 27, 1989 records that Pandurang Bheewa Bhoir died on February 17, 1972 leaving behind the following heirs and legal representatives:

Wife : Nanubai Pandurang Bhoir;
Son : Jaywant Pandurang Bhoir;
: Balkrishna Pandurang Bhoir;
Daughters : Nirmala Motiram Patil;
: Shakuntala Balkrishna Patil;
: Damyanti Rohidas Bhoir;
: Vasanti Pandurang Bhoir; and
: Bhagirathi Pandurang Bhoir.

4. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard Pereira, (ii) Vegas Pereira, (iii) Jones Pereira, (iv) Santan J. Pereira, (v) Manuel John Pereira, (vi) Sashi John Machado, (vii) Godfrey John Machado, (viii) Stella Marshall Gonsalves, (ix) Ujobio Marshall Ghonsalves and (x) Robert Simon D'Souza released all their rights, title and interest in property bearing Survey No. 268 Hissa No. 8 in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira.
5. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Perelra,

(vi) Robert Dsouza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign various properties inter alia property bearing Survey No. 268 Hissa No. 7 in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.

6. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
7. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

8. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

9. Mutation Entry No. 6230 dated February 21, 2004 records that various properties inter alia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
10. By and under Deed of Confirmation dated February 24, 2006 registered with the Sub-Registrar of Assurances under Serial No. 1557 of 2006 read alongwith the Conveyance Deed dated May 15, 1997, registered with the Sub-Registrar of Assurances under Serial No. 1557 of 2006, (i) Krishnabai Laxman Bhoir in her individual capacity as well in the capacity of Karta and Manager of the HUF of Laxman Bheewa Bhoir, (ii) Vishnu Laxman Bhoir in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (iii) Rohidas Laxman Bhoir in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (iv) Pradeep Laxman Bhoir in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (v) Nanubai Pandurang Bhoir in her individual capacity as well in the capacity of Karta and Manager of the HUF of Pandurang Bheewa Bhoir, (vi) Jaywant Pandurang Bhoir in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (vii) Balkrishna Pandurang Bhoir in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (viii) Swapnali Vishnu Bhoir, (ix) Punit Rohidas Bhoir, (x) Harshad Rohidas

Bhoir, (xi) Sunaina Jaywant Bhoir, (xii) Yogita Jaywant Bhoir, (xiii) Sanket Balkrishna Bhoir, (xiv) Harshad Balkrishna Bhoir, (xv) Bhagirathi Pandurang Bhoir, alongwith the confirmation of (i) Meena Vishnu Bhoir, (ii) Leena Rohidas Bhoir, (iii) Lata Bharat Gharat, (iv) Anjana Jaywant Bhoir, (v) Manda Balkrishna Bhoir, (vi) Nirmala Motiram Raikar, (vii) Shakuntala Balkrishna Patil, (viii) Damayanti Rohidas Bhoir, (ix) Vasanti Atmaram Patil, (x) Anthony John Pereira, (xi) Shakunda Anthony Pereira, (xii) Ignatius Miles Francis, (xiii) Frederick Jacob D'souza and (xiv) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society sold, transferred, conveyed and assigned various properties interalia the captioned property in favour of M/s. Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6375 dated February 27, 2006 confirms the same.

Comment:

- (i) *We have been informed that Laxman Bheewa Bhoir has expired leaving behind certain legal heirs who have been added as selling parties to the document mentioned above. However, we have not been provided with documents / mutation entries confirming the same.*
- (ii) *Vaibhav Jaywant Bhoir, Rutika Balkrishna Bhoir, Vanadana Pradip Bhoir, Omkar Pradip Bhoir, Darshan Pradip Bhoir, had executed the confirmation deed but had not executed the conveyance deed. We have been informed that Jaywant Bhoir has executed the Conveyance Deed as karta of his HUF of which Anjan Jaywant Bhoir, Sunaina Jaywant Bhoir, Yogita Jaywant Bhoir and Vaibhav Jaywant Bhoir were coparceners, Balkrishna Bhoir has executed the Conveyance Deed as karta of his HUF of which Rutika Balkrishna Bhoir was a coparcener, Pradip Laxman Bhoir has executed the Conveyance Deed as karta of his HUF of which Omkar, Darshan and Vandana Bhoir were coparceners.*
- (iii) *Nanubai Pandurang Bhoir, Krishnabai Laxman Bhoir, Punit Rohidas Bhoir, had executed the conveyance deed but had not executed the confirmation deed. We have been informed that Nanubai Pandurang Bhoir and Krishnabai Laxman Bhoir had died before executing the confirmation deed. There is no clarity on why Punit Rohidas Bhoir has not executed the confirmation deed. The sale deed was executed in 1997 and the confirmation deed was executed in 2006. Further, the confirmation deed was accepted and registered by the registrar hence the registration of the document has been completed. Further, we had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof.*
- (iv) *Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof.*

11. Mutation Entry No. 8056 dated August 9, 2017 records that pursuant to Government's Circular dated May 7, 2016 issued by Tahsildar, Vasai, District Palghar, the 7/12 extracts pertaining to various properties including the captioned property were computerised and rectified.

(L) **Twelfth Property**

Re: All that piece and parcel of land bearing Old Survey No. 268 Hissa No. 9 and corresponding New Survey No. 293 Hissa No. 9 admeasuring 31.50 Ares, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holders in the holder column	(i) Atmaram Rajaram Bhoir (ii) Vasant Rajaram Bhoir (iii) Kamlabai Sadanand Thakur (iv) Hirabai Gopinath Patil (v) Ratnaprabha Ganu Gharat (vi) Madhukar Balkrishna Mhatre (vii) Sushila Chandrakant Bhoir (viii) Megha Jayesh Deshmukh (ix) Damyanti Baburao Bhoir (x) Leena Anant Vasekar (xi) Kundan Anant Vasekar (entitled to the extent of 0.80 Ares) Sealink Construction Company Private Limited (entitled to the extent of 30.70 Ares)
Remarks in other right column	The Captioned Property is a fragment.

1. Mutation Entry No. 4839 dated September 16, 1986 records that Rajaram Bheewa Bhoir died on January 23, 1984, leaving behind the following heirs and legal representatives:

Sons : Atmaram Rajaram Bhoir;
: Vasant Rajaram Bhoir;

Daughters : Godavari Balkrishna Mhatre;
: Vatsala Baburao Bhoir;
: Kamlabai Sadanand Thakur;
: Hirabai Gopinath Patil; and
: Ratnaprabha Ganu Gharat.

2. It appears that by and under an Agreement for Sale dated April 10, 1989, (i) Atmaram Rajaram Bhoir, (ii) Vasant Rajaram Bhoir, (iii) Godavari Balkrishna Mhatre, (iv) Vatsala Baburao Bhoir, (v) Kamlabai Sadanand Thakur, (vi) Hirabai Gopinath Patil and (vii) Ratnaprabha Gando Gharat alongwith the confirmation of (i) Kusum Atmaram Bhoir, (ii) Kesaribai Atmaram Bhoir, (iii) Bharat Atmaram Bhoir, (iv) Arun Vasant Bhoir and (v) Rajan Vasant Bhoir agree to sell, transfer, convey and assign the captioned property in favour of (i) Anthony John Pereira and (ii) Shakunda Anthony Perelra for the consideration and on the terms and conditions contained therein.

Comment:

A copy of the aforementioned Agreement for Sale is not available.

3. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992 (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign land admeasuring 60 Acres situate at Village Juchandra Taluka Vasai which included the captioned property in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.

Comment:

Supplementary Agreement dated September 14, 1989 records the area of the captioned property as 31.15 Ares instead of 31.50 Ares. We have been informed that this is a typographical error.

4. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard Pereira, (ii) Vegas Pereira, (iii) Jones Pereira, (iv) Santan J. Pereira, (v) Manuel John Pereira, (vi) Sashi John Machado, (vii) Godfrey John Machado, (viii) Stella Marshall Gonsalves, (ix) Ujobio Marshall Ghonsalves and (x) Robert Simon D'Souza released all their rights, title and interest in property bearing Survey No. 268 Hissa No. 9 in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira.
5. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign various properties interalia property bearing Survey No. 268 Hissa No. 9 in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.
6. By an under an Order no. N.A./S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.

Comment:

The abovementioned N.A. Order has not been mutated in the other rights column of the 7/12 extract of the captioned property.

7. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO

admeasuring about 5,50,000 square feet in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

8. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

9. By and under an unregistered Conveyance Deed dated February 6, 1996 lodged for registration under Serial No. 634 of 1996, (i) Atmaram Rajaram Bhoir, (ii) Vasant Rajaram Bhoir, (iii) Godavari Balkrishna Mhatre, (iv) Vatsala Baburao Bhoir, (v) Kamlabai Sadanand Thakur, (vi) Hirabai Gopinath Patil and (vii) Ratnaprabha Ganu Gharat alongwith the confirmation of (i) Kusum Atmaram Bhoir, (ii) Kesaribai Atmaram Bhoir, (iii) Bharat Atmaram Bhoir, (iv) Arun Vasant Bhoir, (v) Rajan Vasant Bhoir, (vi) Anthony J. Pereira and (vii) Shakunda Anthony Perelra sold, transferred, conveyed and assigned the property bearing Survey No. 268 Hissa No. 9 (part) admeasuring 0.80 Ares in favour of (i) Ignatius Miles Francis (ii) Fredrick Jacob Dsouza and (ii) Leslie John Hector Lobo, Chief Promoters of Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.
10. By and under an unregistered Conveyance Deed dated February 6, 1996 lodged for registration under Serial No. 635 of 1996, (i) Atmaram Rajaram Bhoir, (ii) Vasant Rajaram Bhoir, (iii) Godavari Balkrishna Mhatre, (iv) Vatsala Baburao Bhoir, (v) Kamlabai Sadanand Thakur, (vi) Hirabai Gopinath Patil and (vii) Ratnaprabha Ganu Gharat alongwith the confirmation of (i) Kusum Atmaram Bhoir, (ii) Kesaribai Atmaram Bhoir, (iii) Bharat Atmaram Bhoir, (iv) Arun Vasant Bhoir, (v) Rajan Vasant Bhoir, (vi) Anthony J. Pereira, (vii) Shakunda Anthony Pereira (viii) Ignatius Miles Francis (ix) Fredrick Jacob Dsouza and (x) Leslie John Hector Lobo, Chief Promoters of Citizen Co-operative Housing Society sold, transferred, conveyed and assigned various properties interalia Survey No. 268 Hissa No. 9 (part) admeasuring 30.70 Ares in favour of M/s. Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.
11. The Conveyance Deed had the following issues:
- (i) Though all the Erstwhile Owners had executed the Conveyance Deed, only 6 of the Erstwhile Owners (i.e all Erstwhile Owners save and except Godavari) admitted execution of the conveyance deed and hence the deed remained to be registered; and

- (ii) The old survey number of one of the lands was recorded as Survey No. 276 Hissa No. 7 instead of Survey No. 270 Hissa No. 7.

Comment:

Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof.

12. Godavari filed a Civil Suit ("Suit") *inter alia* against the other Erstwhile Owners and Sealink wherein she challenged the Conveyance Deed. However, the Suit records the correct survey no. 270 Hissa No. 7 instead of Survey No. 276 Hissa No. 7.
13. In the Suit, the remaining Erstwhile Owners also filed written statement acknowledging the sale in favour of Sealink and confirmed the survey number.
14. During pendency of the Suit, Godavari died leaving being the following heirs – 1. Madhukar Balkrishna Mhatre, 2. Vidyadhar Hiraji Mhatre and Kamla Jaywant Patil (*Heirs of deceased Hiraji Balkrishna Mhatre*) 3. Bhagirathi Mahadev Bhoir, 4. Rajni Harishchandra Thakur, 5. Shakuntala Dwarkanath Patil, 6. Pratibha aka Kunda Parushram Bhoir, 7. Nirmala Tarachand Patil ("Heirs of Godavari").
15. The Suit was disposed off by way of consent terms ("Consent terms") wherein, Heirs of Godavari acknowledged the sale in favour of Sealink and confirmed the survey number.
16. Pursuant to the Consent Terms, the Heirs of Godavari executed and registered a Confirmation Deed dated January 6, 2025 registered with the Sub-Registrar of Assurances bearing no. 189 of 2025, wherein the Heirs of Godavari have confirmed the Conveyance Deed.
17. By and under a Confirmation Deed dated January 6, 2025 registered with the Sub-Registrar of Assurances bearing no. 186 of 2025, the Heirs of Godavari have confirmed the Conveyance Deed dated February 6, 1996 lodged for registration under Serial No. 634 of 1996.
18. Save and except Ratnaprabha all the Erstwhile Owners have passed away.
19. Mutation Entry No. 6230 dated February 21, 2004 records that various properties *inter alia* the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
20. Mutation Entry No. 7068 dated November 29, 2010 records that Godavari Balkrishna Mhatre died on November 14, 2005, and as per her last will and testament dated March 11, 1997 her right in the captioned property devolved on Madhukar Balkrishna Mhatre.

21. Mutation Entry No. 7854 dated May 30, 2015 records that Vatsala Baburao Bhoir died on February 21, 2012, leaving behind the following heirs and legal representatives:

Daughter-in-law : Sushila Chandrakant Bhoir;
Daughter : Damyanti Baburao Bhoir;
Granddaughter : Megha Jayesh Deshmukh;
: Leena Anant Vasekar; and
Grandson : Kundan Anant Vasekar.

22. Mutation Entry No. 8056 dated August 9, 2017 records that pursuant to Government's Circular dated May 7, 2016 issued by Tahsildar, Vasai, District Palghar, the 7/12 extracts pertaining to various properties including the captioned property were computerised and rectified.
23. By and under a Deed of Confirmation dated February 10, 2025 registered with the Sub-Registrar of Assurances under Serial No. 2136 of 2025, (i) Manohar Sadashiv Thakur, (ii) Ashalata Yashwant Deshmukh and (iii) Jaywant Sadashiv Thakur (i.e., three out of four heirs of Kamlabai Sadanand Thakur) have confirmed the Conveyance Deed dated February 6, 1996 lodged for registration under Serial No. 635 of 1996 and acknowledged the correct survey number Survey No. 270 Hissa No. 7 instead of Survey No. 276 Hissa No. 7.
24. By and under a Deed of Confirmation dated February 10, 2025 registered with the Sub-Registrar of Assurances under Serial No. 2137 of 2025, (i) Sushila Chandrakant Bhoir, (ii) Megha Jayesh Deshmukh, (iii) Damyanti Baburao Bhoir aka Damyanti Jaywant Bhoir, (iv) Leena Anant Vajekar aka Leena Anant Vasekar and (v) Kundan Anant Vajekar aka Kundan Anant Vasekar (Heirs of Vatsala Baburao Bhoir) have confirmed the Conveyance Deed dated February 6, 1996 lodged for registration under Serial No. 635 of 1996 and acknowledged the correct survey number 270 Hissa No. 7 instead of Survey No. 276 Hissa No. 7.
25. By and under a Deed of Confirmation dated February 18, 2025 registered with the Sub-Registrar of Assurances under Serial No. 2614 of 2025, (i) Ratnaprabha Ganu Gharat, (ii) Vaishali Abhimanyu Gharat (i.e., one out of eight heirs of Hirabai Gopinath Patil) and (iii) Samtatai Balaram Munde (i.e., one out of three heirs of Atmaram Rajaram Bhoir) have confirmed the Conveyance Deed dated February 6, 1996 lodged for registration under Serial No. 635 of 1996 and acknowledged the correct survey number 270 Hissa No. 7 instead of Survey No. 276 Hissa No. 7.
26. By and under a Deed of Confirmation dated February 24, 2025 registered with the Sub-Registrar of Assurances under Serial No. 2795 of 2025, (i) Bharat Atmaram Bhoir, (ii) Lata Dashrath Patil (i.e., two out of three heirs of Atmaram Rajaram Bhoir), (iii) Arun Vasant Bhoir, (iv) Rajendra Vasant Bhoir, (v) Kesaribai Vasant Bhoir (heirs of Vasant Rajaram Bhoir), (vi) Suresh Gopinath Patil (i.e., one out of eight heirs of Hirabai Gopinath Patil), (vii) Mahendra Sadashiv Thakur (i.e., fourth heir of Kamlabai Sadanand Thakur) have confirmed the Conveyance Deed dated February 6, 1996 lodged for registration under Serial No. 635 of 1996 and acknowledged the correct survey number 270 Hissa No. 7 instead of Survey No. 276 Hissa No. 7.
27. Mutation Entry No. 9277 dated February 10, 2025 confirms the Conveyance Deed dated February 6, 1996 lodged for registration under Serial No. 635 of 1996, pursuant to the Consent Terms

between Heirs of Godavari and Sealink Construction Company Private Limited and Confirmation Deed dated January 6, 2025 registered with the Sub-Registrar of Assurances bearing no. 189 of 2025.

Comment: Out of the 7 erstwhile owners, the heirs of 6 erstwhile owners have executed the confirmation deeds. It is recommended that the balance heirs (i.e. 6 heirs out of the 8 heirs of Hirabai Gopinath Patil) execute and register the deed of confirmation.

(M) **Thirteenth Property**

Re: All that piece and parcel of land bearing old Survey No. 269 Hissa No. 3 bearing corresponding New Survey No. 294 Hissa No. 3 admeasuring 49.10 Ares situate at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holder	Sealink Construction Company Private Limited
Remarks in other rights column	Order No. NAP/S.R./11A/94 dated October 28, 1994.

1. Mutation Entry No. 4591 dated January 10, 1985 records that pursuant to an order, a tenancy certificate has been issued and the tenant Yashwant Krishna Mhatre has paid the entire purchase to Bhagwan Vamanji Gawankar and became entitled to the land bearing Survey no. 269/3 admeasuring 1 Acres 7 Gunthas. It is also recorded that the provisions of section 43 of the The Bombay Tenancy and Agricultural Lands Act, 1948 ("Tenancy Laws") will be applicable, which provides that the land cannot be sold without the permission of the Collector.

Comment:

It appears that pot kharab of 1. 5 gunthas was not recorded.

2. It appears that by and under an Agreement dated August 18, 1986 Yashwant Mhatre agreed to sell transfer, convey and assign the captioned property in favour of Balchandra Mukund Mankar for the consideration and on the terms and conditions contained therein.

Comment:

We have been informed that the agreement dated August 18, 1986 is not available. The heirs of Yashwant Mhatre and Balchandra Mukund Mankar has executed the conveyance deed. Hence, the unavailability of this agreement does not adversely impact the title of the caption property.

3. Mutation Entry No. 5219 dated May 2, 1989 records that Yashwant Mhatre died intestate on December 9, 1988 leaving behind the following heirs and legal representatives:

- (i) Parvati Mhatre
- (ii) Bhimabai Mhatre
- (iii) Deepak Mhatre

4. By and under an Agreement dated June 30, 1989, read along with Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992 (i) Anthony J Pereira (ii) Shakunda Anthony Pereira (iii) Richard Pereira (iv) Vegas Pereira (v) Jones Pereira (vi) Robert D'souza (vii) Santan J. Pereira agreed to sell, transfer, convey and assign land admeasuring 60 Acres situate at Village Juchandra Taluka Vasai which included the captioned property in favour of (i) Ignatius Miles Francis (ii) Fredrick Jacob Dsouza and (ii) Leslie John Hector Lobo, Chief Promoters of Citizen Co-operative Housing Society on payment of consideration and the terms and conditions stated therein.
5. By an Agreement dated September 14, 1989 (i) Anthony J Pereira (ii) Shakunda Anthony Pereira (iii) Richard Pereira (iv) Vegas Pereira (v) Jones Pereira (vi) Robert D'souza (vii) Santan J. Pereira agreed to revise the description of the properties agreed to be sold under the abovementioned agreement dated June 30, 1989 onto (i) Ignatius Miles Francis (ii) Fredrick Jacob Dsouza and (ii) Leslie John Hector Lobo, Chief Promoters of Citizen Co-operative Housing and included the captioned property.
6. It appears that by an agreement dated November 25, 1990 Balchandra Mukund Mankar agreed to sell, transfer and convey the captioned property onto Anthony J Pereira and Shakunda Anthony Pereira for the consideration and on the terms and conditions contained therein.

Comment:

We have been informed that the abovementioned agreement is not available. Since the transaction was not consummated and there is a registered conveyance executed in favour of Sealink Construction Company Private Limited, the unavailability of this document does not impact the flow of title.

7. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard Pereira, (ii) Manuel John Pereira, (iii) Jones Pereira, (iv) Vegas Pereira, (v) Sashi John Machado, (vi) Santan J. Pereira, (vii) Stella Marshall Gonsalves (viii) Godfrey John Machado (ix) Robert D'souza released all their rights, title and interest the captioned property in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira.
8. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (ii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Perelra agree to sell, transfer, convey and assign various properties interalia property bearing Survey No. 269 Hissa No. 3 in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.
9. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
10. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO

admeasuring about 5,50,000 square feet in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

11. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

12. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalla the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records.
13. Mutation Entry No. 7929 dated August 20, 2016 records that pursuant to the Government's Circular dated May 7, 2016 and subsequent order dated August 20, 2016 issued by the Tahsildar, Vasai, the 7/12 extracts pertaining to various properties were computerized and rectified.
14. Mutation Entry No. 8137 dated September 26, 2018 records that pursuant to Government's Circular dated May 7, 2016 and subsequent order dated February 21, 2018 issued by Tahsildar, Thane, the 7/12 extracts pertaining to various properties including the captioned property were computerised and rectified.
15. By and under a Deed of Conveyance dated May 5, 1997 registered with the Office of the Sub-Registrar of Assurances under Serial no. 1747 of 1999 (1)(i) Parvati Yeshwant Mhatre (ii) Bhimabai Yashwant Mhatre (iii) Deepak Yashwant Mhatre alongwith the confirmation of (2) (i) Damyanti Deepak Mhatre (ii) Suvarna Deepak Mhatre (iii) Vishal Deepak Mhatre (3) Balchandra Mukund Mankar (4) Anthony J Pereira and Shakunda Anothony Pereira (5) (i) Ignatius Miles Francis (ii) Fredrick Jacob Dsouza and (ii) Leslie John Hector Lobo, Chief Promoters of Citizen Co-operative Housing Society sold, transferred, conveyed and assigned the property bearing Survey No. 269 Hissa No. 3 admeasuring 4910 square meters onto Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6070 dated September 5, 2001 confirms the same.

Comment:

It appears that the permission for sale of the captioned property from the office of the collector was obtained however, we have not been provided with a copy of the same.

- (N) **Fourteenth Property**

Re: All that piece and parcel of land bearing Old Survey No. 269 Hissa No. 4 and corresponding New Survey No. 294 Hissa No. 4 admeasuring 39.70 Ares, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holders in the holder column	M/s. Sealink Construction Company Private Limited
Remarks in other right column	<ul style="list-style-type: none">• No. N.A.P/S.R/11A/94 dated October 28, 1994.• The Captioned Property is a fragment.

1. Mutation Entry No. 4889 dated January 5, 1987 records that pursuant to the mutual partition in the year 1949 between (i) Chintaman Pandurang Bhoir, (ii) Harishchandra Pandurang Bhoir, (iii) Vasudeo Pandurang Bhoir and (iv) Jagannath Pandurang Bhoir various properties interalia the property bearing Survey No. 294 Hissa No. 4 admeasuring 39.60 Ares came to the share of (i) Jagannath Pandurang Bhoir (deceased), his sons- (ii) Janardhan Jagannath and (iii) Govind Jagannath and (iv) Nirabai Hiraji.

Comment:

In Mutation Entry No. 4889 it appears that there is a discrepancy in the area of Survey No. 2 Hissa No. 4 by 0.1 Ares. The entire property has been sold to Sealink Construction Company Private Limited and 7/12 extract has also been updated accordingly.

2. By and under an Agreement for Sale dated September 23, 1988, (i) Janardhan Jagganath Bhoir, (ii) Govind Jagganath Bhoir, (iii) Nirabai Hiraji Bhoir, (iv) Ravindra Janardhan Bhoir, (v) Naresh Janardhan Bhoir, (vi) Mangesh Govind Bhoir, (vii) Mahendra Hiraji Bhoir and (viii) Bharat Hiraji Bhoir agree to sell, transfer, convey and assign the captioned property in favour of (i) Anthony John Pereira and (ii) Vegas John Pereira, (iii) Richard John Pereira, (iv) Jones John Pereira, (v) Manuel John Pereira, (vi) Robert Simon D'Souza, (vii) Godfrey John Machado, (viii) Shashikant John Machado, (ix) Shakunda Anthony Pereira and (x) Santan John Pereira for the consideration and on the terms and conditions contained therein.
3. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992 (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign various properties interalia the captioned property in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.
4. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard Pereira, (ii) Vegas Pereira, (iii) Jones Pereira, (iv) Santan J. Pereira, (v) Manuel John Pereira, (vi) Sashi John Machado, (vii) Godfrey John Machado, (viii) Stella Marshall Gonsalves, (ix) Ujobio Marshall Ghonsalves and (x) Robert Simon

D'Souza released all their rights, title and interest in property bearing Survey No. 269 Hissa No. 4 in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira.

5. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign various properties interalia the captioned property in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.
6. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
7. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

8. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

9. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
10. By and under a Deed of Confirmation dated August 20, 2005 read alongwith a Conveyance Deed dated May 13, 1997 registered with the Sub-Registrar of Assurances under Serial No. 6289 of 2005, (i) Janardhan Jagganath Bhoir in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (ii) Mathurabai Janardhan Bhoir, (iii) Ravindra Janardhan Bhoir in his individual capacity as well in the capacity of Karta and Manager of his respective HUF and as natural guardian of Priti Ravindra Bhoir and Mayur Ravindra Bhoir, (iv) Lata Ravindra Bhoir, (v) Priti Ravindra Bhoir, (vi) Kamini Ravindra Bhoir, (vii) Mayur Ravindra Bhoir, (viii) Ashok

Janardhan Bhoir in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (ix) Nilam Ashok Bhoir, (x) Sharad Janardhan Bhoir In his individual capacity as well in the capacity of Karta and Manager of his respective HUF and as natural guardian of Mayur Sharad Bhoir, (xi) Priyadarshini Sharad Bhoir, (xii) Mayur Sharad Bhoir, (xiii) Naresh Janardhan Bhoir, (xiv) Darshana Naresh Bhoir, (xv) Govind Jagganath Bhoir In his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (xvi) Manjula Govind Bhoir, (xvii) Mangesh Govind Bhoir in his individual capacity as well in the capacity of Karta and Manager of his respective HUF and as natural guardian of Tanmai Naresh Bhoir, (xviii) Sanjana Mangesh Bhoir, (xix) Tanmai Naresh Bhoir, (xx) Meenakshi Madhusudan Patil, (xxi) Pratibha Govind Bhoir, (xxii) Mahendra Hiraji Bhoir in his individual capacity as well in the capacity of Karta and Manager of his respective HUF and as natural guardian of Kalpesh Mahendra Bhoir and Rupesh Mahendra Bhoir, (xxiii) Chitra Mahendra Bhoir, (xxiv) Kalpesh Mahendra Bhoir, (xxv) Rupesh Mahendra Bhoir, (xxvi) Bharat Hiraji Bhoir in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (xxvii) Sangeeta Bharat Bhoir, (xxviii) Meena Mahendra Patil, (xxix) Yasoda Bhalchandra Bhoir, (xxx) Manjulabai Laxman Mhatre and (xxxi) Revati Jagganath Patil alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Ignatius Milles Francis, (iv) Frederick Jacob D'souza and (v) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society sold, transferred, conveyed and assigned the captioned property in favour of Sealink Construction Company Private Limited, for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6333 dated October 28, 2005 confirms the same.

Comment:

- (i) *Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof.*
- (ii) *Bhagirathi Mahendra Bhoir, Meena Nand Kumar and Malubai Laxman Mhatre had executed the conveyance deed but had not executed the confirmation deed. The conveyance deed has been registered and the name of Sealink Construction Company Private Limited has been updated in the revenue records.*
- (iii) *Nilam Ashok Bhoir, Priyadarshini Sharad Bhoir, Mayur Sharad Bhoir, Darshana Naresh Bhoir, Sanjana Mangesh Bhoir, Tanmai Naresh Bhoir, Chitra Mahendra Bhoir, Kalpesh Mahendra Bhoir, Rupesh Mahendra Bhoir, Sangeeta Bharat Bhoir, Meena Mahendras Patil and Manjulabai Laxman Mhatre had executed the confirmation deed but had not executed the conveyance deed.*
- (iv) *We have been informed that prior to the execution of the Deed of Conveyance dated 13 May 1997, Nirabai Hiraji Bhoir expired and all legal heirs of Nirabai Hiraji Bhoir have executed the Deed of Conveyance dated 13 May 1997. The conveyance deed has been registered and the name of Sealink Construction Company Private Limited has been updated in the revenue records.*

11. Mutation Entry No. 7929 dated August 20, 2016, records that pursuant to the Government's Circular dated May 7, 2016, and subsequent order dated August 20, 2016, issued by the

Tahsildar, Vasai, the 7/12 extracts pertaining to various properties including the captioned property were computerized and rectified.

(O) **Fifteenth Property**

Re: All that piece and parcel of land bearing Old Survey No. 269 Hissa No. 5 and corresponding New Survey No. 294 Hissa No. 5 admeasuring 14.20 Ares, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holders in the holder column	M/s. Sealink Construction Company Private Limited
Remarks in other right column	<ul style="list-style-type: none">• The Captioned Property is a fragment.• No. N.A.P/S.R/11A/94 dated October 28, 1994.

1. Mutation Entry No. 5039 dated November 25, 1987 records that Raghunath Vasudev and Laxmibai Bhau Devdhar died 30/34 years ago, leaving behind Shantabai Raghunath Devdhar as the sole heir. She died on August 11, 1963 and had no children or husband. She left behind the following heirs and legal representatives:

Brothers-in-law : Anant Balwant Devdhar aka Naik;
: Hareshwar Balwant;
: Harishchandra Gajanan;
: Hemant Moreshwar;
Sisters-in-law : Saraswati Gajanan;
: Vimal Atmaram; and
: Malti Madhavrao Kulkarni.

2. Mutation Entry No. 5097 dated April 18, 1988 records that the tenant Ganpat Bhau Patil died, leaving behind the following heirs and legal representatives:

Wife : Laxmibai Ganpat Patil,
Sons : Jagdish Ganpat Patil;
: Hrudaynath Ganpat Patil; and
Daughter : Jaishree Pandurang.

3. Mutation Entry No. 5391 dated May 18, 1990 records that pursuant to order no. 940 dated April 17, 1990 passed by the Tahsildar under Section 70B of the Maharashtra Tenancy and Agriculture Lands Act, 1948 (previously known as Bombay Tenancy and Agriculture Lands Act, 1948), the names of (i) Jagannath Bhau Patil, (ii) Narayan Bhau, (iii) Shantaram Bhau, (iv) Moreshwar Bhau, (v) Hemlata Bhalchandra Mhatre, (vi) Jagdish Ganpat Mhatre, (vii) Hrudaynath Ganpat, (viii) Pramod Dwarkanath Pall, (ix) Laxmibai Ganpat, (x) Jaishree Pandurang, (xi) Gopikishan Mali Patil, (xii) Bhanumati Bhalchandra Patil came to be deleted as the cultivators for various properties interalia the captioned property.

4. (i) Anusaya Anant Devdhar, (ii) Rajni Padmakar Devdhar, (iii) Neela Narayan Joshi, (iv) Kumud Shantaram Joshi, (v) Hareshwar Balwant Devdhar, (vi) Sunil Hareshwar Devdhar, (vii) Shashikant Harishchandra Devdhar, (viii) Harishchandra Gajanan Devdhar, (ix) Saraswati Gajanan Devdhar, (x) Hemant Moreshwar Devdhar, (xi) Padmaja aka Pushpa Hemant Devdhar, (xii) Amar Hemant Devdhar (xiii) Kanchan Hemant Devdhar (xiv) Anantkumar Atmaram Purandare (xv) Malti Madhavrao Kulkarni (xvi) Harishchandra Ganpat Mhatre and (xvii) Padmakar Anant Devdhar executed an Indemnity Bond cum Declaration dated June 27 1990 registered with the Sub-Registrar of Assurances under Serial No. 836 of 1990 in respect of the captioned property.

5. Mutation Entry No. 5482 dated September 9, 1991 records that Anant Balwant Devdhar alias Naik died 5/6 years ago, leaving behind the following heirs and legal representatives:

Wife : Anusuya Anant Devdhar;
Son : Padmanath Anant Devdhar;
Daughters : Rajni Padmanath;
: Neela Narayan Shetty; and
: Kumud Shantaram Joshi.

Comment:

Though the Survey Number of the captioned property does not reflect on the mutation entry, it pertains to the captioned property.

6. Mutation Entry No. 5483 dated September 9, 1991 records that Hareshwar Balwant Devdhar Naik died 8/10 years ago, leaving behind his son Sunil Hareshwar Devdhar aka Naik as his only heir and legal representative.

Comment:

(i) *Though the Mutation Entry does not reflect on the 7/12 extract, it pertains to the captioned property.*

(ii) *Hareshwar Balwant Devdhar was alive at the time of execution and registration of the Sale Deed dated June 27, 1990 registered with the Sub-Registrar of Assurances under Serial No. 835 of 1990, hence, it appears that the time period of his death is erroneously mentioned in the abovementioned Mutation Entry.*

7. By and under a Sale Deed dated June 27, 1990 registered with the Sub-Registrar of Assurances under Serial No. 2583 of 1993, (i) Anusaya Anant Devdhar in her individual capacity as well in the capacity of Karta and Manager of her respective HUF, (ii) Padmakar Anant Devdhar in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (iii) Rajni Padmakar Devdhar, (iv) Neela Narayan Joshi, (v) Kumud Shantaram Joshi, (vi) Hareshwar Balwant Devdhar in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (vii) Sunil Hareshwar Devdhar in his individual capacity as well in the capacity of

Karta and Manager of his respective HUF, (viii) Shashikant Harishchandra Devdhar in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (ix) Harishchandra Gajanan Devdhar in his individual capacity as well in the capacity of Karta and Manager of his respective HUF, (x) Saraswati Gajanan Devdhar, (xi) Hemant Moreshwar Devdhar in his individual capacity as well in the capacity of Karta and Manager of his respective HUF and as natural guardian of Amar Hemant Devdhar and Kanchan Hemant Devdhar, (xii) Padmaja aka Pushpa Hemant Devdhar, (xiii) Amar Hemant Devdhar, (xiv) Kanchan Hemant Devdhar, (xv) Anantkumar Atmaram Purandare, (xvi) Malti Madhavrao Kulkarni and Harishchandra Gajanan Mhatre alongwith the confirmation of Prashant Rajaram Tandel and Dattatray Kanha Patil sold, transferred, conveyed and assigned the captioned property in favour of (i) Anthony John Pereira and (ii) Vegas John Pereira, (iii) Richard John Pereira, (iv) Jones John Pereira, (v) Manuel John Pereira, (vi) Shakunda Anthony Pereira, (vii) Santan John Pereira, (viii) Godfrey John Machado, (ix) Shashikant John Machado, (x) Robert Simon D'Souza and (xi) Ujobio Marshall Gonsalves for the consideration and on the terms and conditions contained therein. Mutation Entry No. 5619 dated October 4, 1993 confirms the same.

Comment:

- (i) *We have been informed that the rights of Vimal Atmaram cannot be traced. It has been 34 years since the sale deed has been executed and we have not perused any document / notice under which any claim has been filed by Vimal Atmaram in respect of the captioned property. Further, we had also issued Public Notices, inviting the claims if any from the third party. However, we have not received any claim or demand from Vimal Atmaram or any third party claiming under him in respect thereof.*
- (ii) *In the Mutation Entry No. 5482 the name of Padmakar Anant Devdhar is recorded as Padmanabh Anant and the name of Neela Narayan Joshi is recorded as Neel Narayan Shetty. We have been informed that they are the same persons.*
- (iii) *From the sale deed we understand the vendors had entered into an agreement for sale dated February 15, 1988 with the confirming parties. A copy of the same is not available. The period of 30 years has lapsed. Further, we had also issued Public Notices, inviting the claims if any from the third party. We have not received any claim or demand from any third party claiming in respect thereof.*

8. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard Pereira, (ii) Vegas Pereira, (iii) Jones Pereira, (iv) Santan J. Pereira, (v) Manuel John Pereira, (vi) Sashi John Machado, (vii) Godfrey John Machado, (viii) Stella Marshall Gonsalves, (ix) Ujobio Marshall Ghonsalves and (x) Robert Simon D'Souza released all their rights, title and interest in various properties interalia the captioned property in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira. Mutation Entry No. 5622 October 25, 1993 confirms the same.

Comment:

The name of the owner of the captioned property has been recorded as Prashant Tandel in the release deed. We have been informed that the name was erroneously recorded in the abovementioned Release Deed.

9. It appears that by and under an Agreement for Sale dated February 28, 1994 (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira agreed to sell, transfer, convey and assign various properties interalia the captioned property in favour of Sealink Construction Company Private Limited, for the consideration and on the terms and conditions contained therein.

Comment:

We have been informed that a copy of the abovementioned Agreement for Sale is not available. This has been referred to in and registered as Deed of Conveyance dated January 17, 1996.

10. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
11. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

12. By and under a Deed of Conveyance dated January 17, 1996 registered with the Sub-Registrar of Assurances under Serial No. 1805 of 2001, (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira sold, transferred, conveyed and assigned various properties interalia the captioned property in favour of Sealink Construction Company Private Limited, for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6078 dated September 5, 2001 confirms the same.

Comment:

Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof.

13. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
14. Mutation Entry No. 7929 dated August 20, 2016, records that pursuant to the Government's Circular dated May 7, 2016, and subsequent order dated August 20, 2016, issued by the

Tahsildar, Vasai, the 7/12 extracts pertaining to various properties including the captioned property were computerized and rectified.

(P) **Sixteenth Property**

Re: All that piece and parcel of land bearing Old Survey No. 270 Hissa No. 1 and corresponding New Survey No. 295 Hissa No. 1 admeasuring 67.90 Ares situate at Village Juchandra, Taluka Vasai, District Palghar.

Tenure	Occupant Class I
Name in the holder's column	Sealink Construction Company Private Limited
Other rights column	No. N.A.P./S.R./11A/94 dated October 28, 1994

1. Mutation Entry No.4646 dated April 15, 1985, records that Krishna Narayan Bhoir died 3 years ago leaving behind his following heirs and legal representatives:

Daughter-in-law : Manjula Vasudev;
Granddaughters : Ranjana Pandurang Mhatre;
: Pratibha Vasudev Bhoir; and
: Sujata Vasudev Bhoir.

2. Mutation Entry No.4647 dated April 15, 1985, records that Nanubhai Narayan Bhoir died 16 years ago leaving behind his following heirs and legal representatives:

Daughter-in-law : Manjula Vasudev Bhoir;
Granddaughters : Ranjana Pandurang Mhatre;
: Pratibha Vasudev Bhoir; and
: Sujata Vasudev Bhoir.

3. By and under an Agreement for Sale dated September 2, 1988, (i) Manjula Vasudev Bhoir, (ii) Ranjana Pandurang Mhatre, and (iii) Pratibha Vasudev Bhoir, agreed to sell, transfer, convey and assign various properties *inter alia* property bearing Survey No. 270 Hissa No. 1, in favour of Anthony John Pereira, for the consideration and on the terms and conditions contained therein.

4. By and under an Agreement dated June 30, 1989 read along with Supplementary Agreement dated August 16, 1989, and Supplementary Agreement dated September 14, 1989 (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert D'souza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign land admeasuring 60 Acres situate at Village Juchandra Taluka Vasai which included the Survey No. 270 Hissa No. 1 admeasuring 67.9 Ares in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza, and (iii) Leslie John Hector Lobo, the Chief Promoters of Proposed Citizen Co-operative Housing Society, for the consideration and on the terms and conditions contained therein.

5. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard John Pereira, (ii) Manuel John Pereira, (iii) Jones John Pereira, (iv) Vegas John Pereira, (v) Sashi John Machado, (vi) Godfrey John Machado,

(vii) Santan John Pereira, (viii) Stella Marshall Gonsalves, (ix) Ujobio Marshall Gonsalves, and (x) Robert Simon D'Souza released all their rights, title and interest in property bearing Survey No. 270 Hissa No. 1 in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira.

Comment:

The aforementioned Release Deed records the name of the holder for the captioned property as Mathuradas N. Majithia. We have been informed that the same has been inadvertently mentioned. However, the revenue records capture the names of the rightful owners.

6. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo, the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign various properties *inter alia* property bearing Survey No. 270 Hissa No. 1, in favour of the Sealink Construction Company Private Limited, for the consideration and on the terms and conditions contained therein.
7. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
8. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet in favour of the Sealink Construction Company Private Limited, on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

9. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

10. By and under a Deed of Conveyance dated November 4, 1995, registered with the Sub-Registrar of Assurances under Serial No. 1034 of 1995, (i) Manjula Vasudev Bhoir, (ii) Ranjana Pandurang Mhatre, (iii) Pratibha Vasudev Bhoir, and (iv) Sujata Vasudev Bhoir alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, and (iii) Ignatius Miles Francis, all being the Chief Promoters of Citizen Co-operative Housing Society, sold, transferred, conveyed, and assigned their right, title, and interest in respect of the captioned property in favour of the Sealink Construction Company Private Limited, for the consideration and on the terms and

conditions contained therein, Mutation Entry No.6065 dated September 4, 2001, confirms the same.

11. Mutation Entry No. 6230 dated February 21, 2004 records that various properties inter alia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
12. Mutation Entry No. 7929 dated August 20, 2016, records that pursuant to the Government's Circular dated May 7, 2016, and subsequent order dated August 20, 2016, issued by the Tahsildar, Vasai, the 7/12 extracts pertaining to various properties including the captioned property were computerized and rectified.

(Q) Seventeenth Property

Re: All that piece and parcel of land bearing Old Survey No. 270 Hissa No. 2 and corresponding New Survey No. 295 Hissa No. 2 admeasuring 22.30 Ares situate at Village Juchandra, Taluka Vasai, District Palghar.

Tenure	Occupant Class I
Name in the holder's column	Sealink Construction Company Private Limited
Other rights column	<ul style="list-style-type: none">• No.N.A.P.S.R.11A/94 dated October 28, 1994• The captioned property is a fragment

1. Mutation Entry No. 4889 dated January 5, 1987, records that pursuant to partition amongst (i) Chintaman Pandurang Bhoir, (ii) Harishchandra Pandurang Bhoir, (iii) Vasudev Pandurang Bhoir, (iv) Jagannath Pandurang Bhoir, the captioned property came to the share of Chintaman Pandurang Bhoir.
2. By and under an Agreement for Sale dated September 23, 1988, (i) Chintaman Pandurang Bhoir, (ii) Narayan Chintaman Bhoir, (iii) Laxman Chintaman Bhoir, (iv) Yadav Chintaman Bhoir, and (v) Devrav Chintaman Bhoir, agreed to sell, transfer, convey, and assign various properties *inter alia* property bearing Survey No. 270 Hissa No. 2, in favour of (i) Anthony John Pereira, (ii) Vegas John Pereira, (iii) Richard John Pereira, (iv) Jones John Pereira, (v) Manvel John Pereira, (vi) Robert Simon Dsouza, (vii) Godfrey John Machado, (viii) Shashikant John Machado, (ix) Shakunda Anthony Perreira, and (vii) Santan J. Pereira, for the consideration and on the terms and conditions contained therein.
3. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard John Pereira, (ii) Manuel John Pereira, (iii) Jones John Pereira, (iv) Vegas John Pereira, (v) Sashi John Machado, (vi) Godfrey John Machado, (vii) Santan John Pereira, (viii) Stella Marshall Gonsalves, (ix) Ujobio Marshall Gonsalves, and (x) Robert Simon D'Souza released all their rights, title and interest in property bearing Survey No. 270 Hissa No. 2 in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira.

4. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
5. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet in favour of the Sealink Construction Company Private Limited, on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

6. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

7. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
8. By and under a Deed of Conveyance dated April 15, 1996, read with the Deed of Confirmation dated June 10, 2005, registered with the Sub-Registrar of Assurances at Vasai under Serial No. VSE-1/3627 of 2005, (i) Narayan Chintaman Bhoir (for himself and as the guardian for Dheeraaj and Jatin), (ii) Banabai Narayan Bhoir, (iii) Laxman Chintaman Bhoir, (iv) Damayanti Laxman Bhoir, (v) Chetan Laxman Bhoir (minor through his father and natural guardian Laxman Chintaman Bhoir), (vi) Yadav Chintaman Bhoir, (vii) Lilavati Yadav Bhoir (viii) Harshad Yadav Bhoir (minor through his father and natural guardian Yadav Chintaman Bhoir), (ix) Prasad Yadav Bhoir (minor through his father and natural guardian Yadav Chintaman Bhoir), and (x) Vishal Yadav Bhoir, alongwith the confirmation of (i) Satyabhama Madhukar Bhoir, and (ii) Narmada Madhukar Bhoir, (iii) Anthony John Pereira, and (iv) Shakunda Anthony Pereira sold, transferred, conveyed, and assigned, their right, title, and interest in respect of the captioned property in favour of Sealink Construction Company Private Limited, for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6297 dated June 13, 2005 confirms the same.

Comment:

- (i) *From the Conveyance Deed we understand that (i) Chintaman Bhoir died on May 25, 1992. We have been informed that there is no mutation entry recording his death.*

(ii) *Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof.*

9. Mutation Entry No. 7929 dated August 20, 2016, records that pursuant to the Government's Circular dated May 7, 2016, and subsequent order dated August 20, 2016, issued by the Tahsildar, Vasai, the 7/12 extracts pertaining to various properties including the captioned property were computerized and rectified.
10. Mutation Entry No. 8915 dated July 25, 2023, records that pursuant to the Government's Circular dated May 7, 2016, and subsequent order dated July 24, 2023, issued by the Tahsildar, Vasai, the 7/12 extracts pertaining to various properties including the captioned property were computerized and rectified.

(R) Eighteenth Property

Re: All that piece and parcel of land bearing Old Survey No. 270 Hissa No. 3 and corresponding New Survey No. 295 Hissa No. 3 admeasuring 13.10 Ares situate at Village Juchandra, Taluka Vasai, District Palghar.

Tenure	Occupant Class I
Name in the holder's column	Sealink Construction Company Private Limited
Other rights column	<ul style="list-style-type: none">No. N.A.P./S.R./11A/94 dated October 28, 1994The captioned property is a fragment

1. Mutation Entry No. 4527 dated June 1, 1984, records that Govind Buddha Bhoir died 24/25 years ago leaving behind his following heirs and legal representatives:
- Grandsons : Haribhau Devrao;
Great Grandson : Jayprakash Ramakant;
Great Granddaughter : Kishori Ramchandra;
Daughter-in-law : Bhagirathi Ramakant;
Granddaughters : Tarabai Pandurang; and
: Kanta Kashinath Bhagat.
2. By and under an Agreement for Sale dated March 16, 1987, (i) Haribhau Devrav Patil, (ii) Baghibai Ramakant Patil, (iii) Tarabai Pandurang Bhoir, and (iv) Kanta Kashinath Bhagat agreed to sell, transfer, convey and assign various properties *inter alia* the captioned property in favour of (i) Anthony John Pereira, (ii) Vegas John Pereira, (iii) Richard John Pereira, (iv) Jones John Pereira, (v) Manvel John Pereira, (vi) Robert Simon Dsouza, (vii) Godfrey John Machiado, (viii) Shashikant John Machiado, (ix) Shakunda Anthony Perreira, and (vii) Santan J. Pereira, for the consideration and on the terms and conditions contained therein.

3. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard John Pereira, (ii) Manuel John Perelra, (iii) Jones John Pereira, (iv) Vegas John Pereira, (v) Sashi John Machado, (vi) Godfrey John Machado, (vii) Santan John Pereira, (viii) Stella Marshall Gonsalves, (ix) Ujobio Marshall Gonsalves, and (x) Robert Simon D'Souza released all their rights, title and interest in property bearing Survey No. 270 Hissa No. 3 in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira.
4. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
5. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet in favour of Sealink Construction Company Private Limited, on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

6. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

7. By and under a Deed of Conveyance dated February 5, 1996, registered with the Sub-Registrar of Assurances at Vasai under Serial No. VSE-1/1672 of 1997, (i) Haribhau Devrao Patil, (ii) Jayprakash Ramakant Patil, (iii) Kishori Ramchandra Patil, (iv) Bhagirathi Ramchandra Patil, (v) Tarabai Pandurang Patil alias Bhoir, (vi) Kanta Kashinath Bhagat, alongwith the confirmation of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira, sold, transferred, conveyed, and assigned, their right, title, and interest in respect of the captioned property in favour of Sealink Construction Company Private Limited, for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6083 dated September 6, 2001, confirms the same.

Comment:

Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof. .

8. Mutation Entry No. 6224 does not pertain to the captioned property.

9. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
10. Mutation Entry No. 7929 dated August 20, 2016, records that pursuant to the Government's Circular dated May 7, 2016, and subsequent order dated August 20, 2016, issued by the Tahsildar, Vasai, the 7/12 extracts pertaining to various properties including the captioned property were computerized and rectified

(S) **Nineteenth Property**

Re: All that piece and parcel of land bearing Old Survey No. 270 Hissa No. 6 and corresponding New Survey No. 295 Hissa No. 6 admeasuring 51.60 Ares, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holders in the holder column	M/s. Sealink Construction Company Private Limited
Remarks in other right column	No. N.A.P/S.R/11A/94 dated October 28, 1994.

1. By and under a Sale Deed dated April 4, 1988 registered under Serial No. 167 of 1990, (i) Laxmibai Vasudev Raut, (ii) Anant Vasudev Raut, (lii) Haribhau Vasudev, (iv) Sitaram Vasudev, (v) Ramesh Anant, (vi) Pramod Anant, (vii) Bharat Haribhau and (viii) Radhabai Kamlakar Patil sold, transferred, conveyed and assigned the captioned property in favour of Ujobio Marshall Gonsalves for the consideration and on the terms and conditions contained therein. Mutation Entry No. 5368 dated March 29, 1990 confirms the same.
2. Agreement for Sale dated October 1, 1986 does not pertain to the captioned property.
3. By and under a Conveyance Deed dated September 17, 1993 registered under Serial No. 3365 of 2001, Ujobio Marshall Gonsalves alongwith the confirmation of (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira sold, transferred, conveyed and assigned the captioned property in favour of (i) Ignatius Miles Francis (ii) Fredrick Jacob Dsouza and (ii) Leslie John Hector Lobo, Chief Promoters of Citizen Co-operative Housing Society through their constituted attorney Shyamlal R. Pandey for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6155 dated April 30, 2003 confirms the same.

Comment:

Agreement for Sale dated September 2, 1989 referred to in Conveyance Deed dated September 17, 1993 is not available.

4. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.

5. Mutation Entry No. 6224 does not pertain to the captioned property.
6. By and under a Conveyance Deed dated April 26, 1995 registered with the Sub-Registrar of Assurances under Serial No. 3837 of 2001, (i) Ignatius Miles Francis (ii) Fredrick Jacob Dsouza and (ii) Leslie John Hector Lobo, Chief Promoters of Citizen Co-operative Housing Society sold, transferred, conveyed and assigned the captioned property in favour of M/s. Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6225 dated January 27, 2004 confirms the same.
7. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

8. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
9. Mutation Entry No. 7929 dated August 20, 2016, records that pursuant to the Government's Circular dated May 7, 2016, and subsequent order dated August 20, 2016, issued by the Tahsildar, Vasai, the 7/12 extracts pertaining to various properties including the captioned property were computerized and rectified.
10. Mutation Entry No. 8309 dated February 3, 2020 records that pursuant to Order no. Rectification/268/2020 dated February 3, 2020 Issued by Tehsildar Vashi under the provisions of the Maharashtra Land Revenue Code 1966, various rectifications were made in the total area and owner's share in total area in the 7/12 extracts of various properties interalia the captioned property.

(T) Twentieth Property

Re: All that piece and parcel of land bearing Old Survey No. 270 Hissa No. 7 and corresponding New Survey No. 295 Hissa No. 7 admeasuring 18.70 Ares, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holders in the holder column	Sealink Construction Company Private Limited

Remarks in other right column

The captioned Property is a fragment.

1. Mutation Entry No. 4839 dated September 16, 1986 records that Rajaram Bheewa Bhoir died on January 23, 1984, leaving behind the following heirs and legal representatives:

Sons : Atmaram Rajaram Bhoir;
: Vasant Rajaram Bhoir;
Daughters : Godavari Balkrishna Mhatre;
: Vatsala Baburao Bhoir;
: Kamlabai Sadanand Thakur;
: Hirabai Gopinath Patil; and
: Ratnaprabha Ganu Gharat.

2. By and under an Agreement for Sale dated April 10, 1989, (i) Atmaram Rajaram Bhoir and (ii) Vasant Rajaram Bhoir agreed to sell, transfer, convey and assign the captioned property in favour of (i) Anthony John Pereira for the consideration and on the terms and conditions contained therein.
3. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992 (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign land admeasuring 60 Acres situate at Village Juchandra Taluka Vasai which included the captioned property in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.
4. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard Pereira, (ii) Vegas Pereira, (iii) Jones Pereira, (iv) Santan J. Pereira, (v) Manuel John Pereira, (vi) Sashi John Machado, (vii) Godfrey John Machado, (viii) Stella Marshall Gonsalves, (ix) Ujobio Marshall Ghonsalves and (x) Robert Simon D'Souza released all their rights, title and interest in property bearing Survey No. 270 Hissa No. 7 in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira.
5. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign various properties interalia property bearing Survey No. 268 Hissa No. 9 in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.

6. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.

Comment:

The abovementioned N.A. Order has not been mutated in the other rights column of the 7/12 extract of the captioned property.

7. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

8. Mutation Entry No. S810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

9. By and under a unregistered Conveyance Deed dated February 6, 1996 lodged for registration under Serial No. 635 of 1996, (i) Atmaram Rajaram Bhoir, (ii) Vasant Rajaram Bhoir, (iii) Godavari Balkrishna Mhatre, (iv) Vatsala Baburao Bhoir, (v) Kamiabai Sadanand Thakur, (vi) Hirabai Gopinath Patil and (vii) Ratnaprabha Gando Gharat alongwith the confirmation of (i) Kusum Atmaram Bhoir, (ii) Kesaribai Atmaram Bhoir, (iii) Bharat Atmaram Bhoir, (iv) Arun Vasant Bhoir, (v) Rajan Vasant Bhoir, (vi) Anthony J. Pereira (vii) Shakunda Anthony Pereira (viii) Ignatius Miles Francis (ix) Fredrick Jacob Dsouza and (x) Leslie John Hector Lobo, Chief Promoters of Citizen Co-operative Housing Society sold, transferred, conveyed and assigned the captioned property in favour of M/s. Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.

10. The Conveyance Deed had the following issues:

- (i) Though all the Erstwhile Owners had executed the Conveyance Deed, only 6 of the Erstwhile Owners (i.e all Erstwhile Owners save and except Godavari) admitted execution of the conveyance deed and hence the deed remained to be registered; and

- (ii) The old survey number of one of the lands was recorded as Survey No. 276 Hissa No. 7 instead of Survey No. 270 Hissa No. 7.

Comment:

- (i) *The Aforementioned Conveyance Deed records the captioned property as Survey No. 276 Hissa No. 7 admeasuring 18.70 Ares. We have been informed that the same has been rectified via consent terms bearing R.C.S Number 47 of 2012. However the consent terms have not been executed by all the parties to the conveyance deed.*
- (ii) *Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof.*

11. Godavari filed a Civil Suit ("**Suit**") *inter alia* against the other Erstwhile Owners and Sealink wherein she challenged the Conveyance Deed. However, the Suit records the correct survey no. 270 Hissa No. 7 instead of Survey No. 276 Hissa No. 7.
12. In the Suit, the remaining Erstwhile Owners also filed written statement acknowledging the sale in favour of Sealink and confirmed the survey number.
13. During pendency of the Suit, Godavari died leaving being the following heirs -- 1. Madhukar Balkrishna Mhatre, 2. Vidyadhar Hiraji Mhatre and Kamla Jaywant Patil (*heirs of deceased Hiraji Balkrishna Mhatre*) 3. Bhagirathi Mahadev Bhoir, 4. Rajni Harishchandra Thakur, 5. Shakuntala Dwarkanath Patil, 6. Pratibha aka Kunda Parushram Bhoir, 7. Nirmala Tarachand Patil ("**Heirs of Godavari**").
14. The Suit was disposed off by way of consent terms ("**Consent terms**") wherein, Heirs of Godavari acknowledged the sale in favour of Sealink and confirmed the survey number.
15. Pursuant to the Consent Terms, the Heirs of Godavari executed and registered a Confirmation Deed dated January 6, 2025, registered with the Sub-Registrar of Assurances bearing no. 189 of 2025, wherein the Heirs of Godavari have confirmed the Conveyance Deed.
16. By and under a Confirmation Deed dated January 6, 2025 registered with the Sub-Registrar of Assurances bearing no. 186 of 2025, the Heirs of Godavari have confirmed the Conveyance Deed dated February 6, 1996 lodged for registration under Serial No. 634 of 1996.
17. Save and except Ratnaprabha all the Erstwhile Owners have passed away.
18. Mutation Entry No. 6230 dated February 21, 2004 records that various properties *inter alia* the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.

19. Mutation Entry No. 7068 dated November 29, 2010 records that Godavari Balkrishna Mhatre died on November 14, 2005, and as per her last will and testament dated March 11, 1997 her right in the captioned property devolved on Madhukar Balkrishna Mhatre
20. Mutation Entry No. 7854 dated May 30, 2015 records that Vatsala Baburao Bhoir died on February 21, 2012, leaving behind the following heirs and legal representatives:

Daughter-in-law	: Sushila Chandrakant Bhoir;
Daughter	: Damyanti Baburao Bhoir;
Granddaughter	: Megha Jayesh Deshmukh;
	: Leena Anant Vasekar; and
Grandson	: Kundan Anant Vasekar.

Comment:

The property was already sold to Sealink Construction. It is not clear why the names of the erstwhile owners have been uploaded on the 7/12 extract.

21. Mutation Entry No. 7929 does not pertain to the captioned property.
22. Mutation Entry No. 8282 dated March 12, 2020 records that pursuant to the Government's Circular dated May 7, 2016, and subsequent order dated January 4, 2020 issued by the Tahsildar, Vasai, the 7/12 extracts pertaining to various properties including the captioned property were computerized and rectified.
23. Mutation Entry No. 8459 dated February 12, 2021 records that pursuant to the Government's Circular dated January 12, 2021 issued by the Tahsildar, Vasai, the 7/12 extracts pertaining to various properties including the captioned property were computerized and rectified.
24. By and under a Deed of Confirmation dated February 10, 2025 registered with the Sub-Registrar of Assurances under Serial No. 2136 of 2025, (i) Manohar Sadashiv Thakur, (ii) Ashalata Yashwant Deshmukh and (iii) Jaywant Sadashiv Thakur (i.e., three out of four heirs of Kamlabai Sadanand Thakur) have confirmed the Conveyance Deed dated February 6, 1996 lodged for registration under Serial No. 635 of 1996 and acknowledged the correct survey number Survey No. 270 Hissa No. 7 instead of Survey No. 276 Hissa No. 7.
25. By and under a Deed of Confirmation dated February 10, 2025 registered with the Sub-Registrar of Assurances under Serial No. 2137 of 2025, (i) Sushila Chandrakant Bhoir, (ii) Megha Jayesh Deshmukh, (iii) Damyanti Baburao Bhoir aka Damyanti Jaywant Bhoir, (iv) Leena Anant Vajekar aka Leena Anant Vasekar and (v) Kundan Anant Vajekar aka Kundan Anant Vasekar ("Heirs of Vatsala Baburao Bhoir") have confirmed the Conveyance Deed dated February 6, 1996 lodged for registration under Serial No. 635 of 1996 and acknowledged the correct survey number 270 Hissa No. 7 instead of Survey No. 276 Hissa No. 7.

26. By and under a Deed of Confirmation dated February 18, 2025 registered with the Sub-Registrar of Assurances under Serial No. 2614 of 2025, (i) Ratnaprabha Ganu Gharat, (ii) Vaishali Abhimanyu Gharat (i.e., one out of eight heirs of Hirabai Gopinath Patil) and (iii) Samtatai Balaram Munde (i.e., one out of three heirs of Atmaram Rajaram Bhoir) have confirmed the Conveyance Deed dated February 6, 1996 lodged for registration under Serial No. 635 of 1996 and acknowledged the correct survey number 270 Hissa No. 7 instead of Survey No. 276 Hissa No. 7.
27. By and under a Deed of Confirmation dated February 24, 2025 registered with the Sub-Registrar of Assurances under Serial No. 2795 of 2025, (i) Bharat Atmaram Bhoir, (ii) Lata Dashrath Patil (i.e., two out of three heirs of Atmaram Rajaram Bhoir), (iii) Arun Vasant Bhoir, (iv) Rajendra Vasant Bhoir, (v) Kesaribai Vasant Bhoir (heirs of Vasant Rajaram Bhoir), (vi) Suresh Gopinath Patil (i.e., one out of eight heirs of Hirabai Gopinath Patil), (vii) Mahendra Sadashiv Thakur (i.e., fourth heir of Kamlabai Sadanand Thakur) have confirmed the Conveyance Deed dated February 6, 1996 lodged for registration under Serial No. 635 of 1996 and acknowledged the correct survey number 270 Hissa No. 7 instead of Survey No. 276 Hissa No. 7.
28. Mutation Entry No. 9277 dated February 10, 2025 confirms the Conveyance Deed dated February 6, 1996 lodged for registration under Serial No. 635 of 1996, pursuant to the Consent Terms between Heirs of Godavari and Sealink Construction Company Private Limited and Confirmation Deed dated January 6, 2025 registered with the Sub-Registrar of Assurances bearing no. 189 of 2025.

Comment: Out of the 7 erstwhile owners, the heirs of 6 erstwhile owners have executed the confirmation deeds. It is recommended that the balance heirs (i.e. 6 heirs out of the 8 heirs of Hirabai Gopinath Patil) execute and register the deed of confirmation.

(U) **Twenty First Property**

Re: All that piece and parcel of land bearing Old Survey No. 270 Hissa No. 8 and corresponding New Survey No. 295 Hissa No. 8 admeasuring 39.50 Ares, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name of the holders in the holder column	M/s. Sealink Construction Company Private Limited
Remarks in other right column	<ul style="list-style-type: none"> • The Captioned Property is a fragment. • District Collector Thane V.P.S.R 1022/94 dated October 24, 1994 • No. N.A.P/S.R/11A/94 dated October 28, 1994.

1. Mutation Entry No. 4339 dated September 26, 1983 records that pursuant to the proceedings under Section 32G of the tenancy laws, the name of the original landowner i.e. Shankar Balkrishna Bhoir heir of Savitribai Balkrishna Bhoir is recorded in the other rights column and name of Gangabai Toku Bhoir came to be recorded as the holder in respect of various properties

interalia the captioned property. The said mutation entry further records that the sale amount has to be paid within 8 weeks and the provision of Section 43 of tenancy laws shall be applicable.

Comment:

The area of the captioned property has been recorded as 39 Ares instead of 39.5 Ares.

2. Mutation Entry No. 4340 dated September 26, 1983 records that pursuant to the payment of the sale amount in accordance with Section 32G of the tenancy laws and via an order passed by the Upper Tehsildar Vasai, the name of the name of the original landowner Savitribai Balkrishna Bhoir is removed from the other rights column from 7/12 extracts of various properties interalia the captioned property. A certificate under Section 32M was issued by the concerned authorities.
3. It appears that by and under an Agreement for Sale dated September 18, 1987, Gangabai Toku Bhoir and Others agreed to sell, transfer, convey and assign the captioned property in favour of (i) Anthony John Pereira and (iv) Shakunda Anthony Perelra for the consideration and on the terms and conditions contained therein.

Comment:

A copy of the aforementioned Agreement for Sale is not available.

4. It appears that Gangabai Toku Bhoir died on February 29, 1988, leaving behind the following heirs and legal representatives:

Sons : Harishchandra Toku Bhoir;
: Damodar Toku Bhoir;

Daughters : Manjulabai Madhukar Patil;
: Godibai Kathod Patil;

Heirs of Predeceased Children : Ramkrishna Pandurang Mhatre;
: Namdeo Pandurang Mhatre;
: Navram Pandurang Mhatre;
: Shinvaribai Atmaram Mhatre;
: Radhibai Harishchandra Patil;
: Kusum Anant Bhoir;
: Hareshwar Anant Bhoir;
: Manoj Anant Bhoir; and
: Satyawan Anant Bhoir.

Comment:

A copy of the mutation entry confirming the same is not available.

5. It appears that Harishchandra Toku Bhoir died on November 30, 1988, leaving behind the following heirs and legal representatives:

- 1) Bhimabai Harishchandra Bhoir;
- 2) Devyani Sadanand Gharat;
- 3) Vasant Harishchandra Bhoir; and
- 4) Naresh Harishchandra Bhoir.

Comment:

A copy of the mutation entry confirming the same is not available.

6. By and under a Release Deed dated May 15, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, (i) Richard Pereira, (ii) Vegas Pereira, (iii) Jones Pereira, (iv) Santan J. Pereira, (v) Manuel John Pereira, (vi) Sashi John Machado, (vii) Godfrey John Machado, (viii) Stella Marshall Gonsalves, (ix) Ujobio Marshall Ghonsalves and (x) Robert Simon D'Souza released all their rights, title and interest in property bearing Survey No. 270 Hissa No. 8 in favour of (i) Anthony John Pereira, and (ii) Shakunda Anthony Pereira.

7. It appears that Manjulabai M. Patil died 8 years ago leaving behind the following heirs and legal representatives:

- 1) Laxman Madhukar Patil;
- 2) Bharat Madhukar Patil; and
- 3) Mohan Madhukar Patil.

Comment:

A copy of the mutation entry confirming the same is not available.

8. It appears that by and under an Agreement for Sale dated February 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell, transfer, convey and assign the captioned property in favour of M/s. Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.

Comment:

A copy of the aforementioned Agreement for Sale is not available.

9. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.

10. It appears that Damodar Toku Bhoir died on February 27, 1995, leaving behind the following heirs and legal representatives:

- 1) Hansabai Damodar Bhoir;
- 2) Jaiprakash Damodar Bhoir;

- 3) Hemlata Gajanan Gharat;
- 4) Laxmi Naresh Patil;
- 5) Savitri aka Bhamini Ganesh Patil; and
- 6) Bharati Damodar Bhoir.

Comment:

A copy of the mutation entry confirming the same is not available.

11. It appears that Godibai Kathod Patil died on April 8, 1995, leaving behind Vasant Kathod Patil as the heir and legal representative.

Comment:

A copy of the mutation entry confirming the same is not available.

12. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

13. By and under a Conveyance Deed dated January 23, 1996 registered with the Sub-Registrar of Assurances under Serial No. 1671 of 1997, (i) Bhimabai Harishchandra Bhoir, (ii) Devyani Sadanand Gharat, (iii) Vasant Harishchandra Bhoir, (iv) Naresh Harishchandra Bhoir, (v) Hansabai Damodar Bhoir, (vi) Jaiprakash Damodar Bhoir, (vii) Hemlata Gajanan Gharat, (viii) Laxmi Naresh Patil, (ix) Bhamini Ganesh Kini, (x) Bharati Damodar Bhoir, (xi) Kusum Anant Bhoir, (xii) Hareshwar Anant Bhoir, (xiii) Manoj Anant Bhoir, (xiv) Satyawant Anant Bhoir, (xv) Ramkrishna Pandurang Mhatre, (xvi) Namdeo Pandurang Mhatre, (xvii) Navram Pandurang Mhatre, (xviii) Shinvaribai Atmaram Mhatre, (xix) Radhibai Harishchandra Patil, (xx) Laxman Madhukar Patil, (xxi) Bharat Madhukar Patil (xxii) Mohan Madhukar Patil and (xxiii) Vasant Patil alongwith the confirmation of (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira sold, transferred, conveyed and assigned the captioned property in favour of M/s. Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6086 dated September 9, 2001 confirms the same.

Comment:

- (i) Mutation Entry No. 6086 inadvertently record the name of Bharat Madhukar Patil.
- (ii) Mutation Entry No. 6086 inadvertently records the name of Laxmi Naresh Patil as Naresh Patil.
- (iii) Mutation Entry No. 6086 inadvertently records the names of (i) Mohan Madhukar Patil and (ii) Vasant Patil as Confirming Parties and not as Vendors.

- (iv) *The old 7/12 extract pertaining to the property reflects that the collector had vide its order granted permission for conversion of the tenure of the captioned property to freehold. However, we have not perused a copy of the same.*
- (v) *Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof..*

14. Mutation Entry No. 6224 does not pertain to the captioned property.

15. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.

16. Mutation Entry No. 7929 dated August 20, 2016, records that pursuant to the Government's Circular dated May 7, 2016, and subsequent order dated August 20, 2016, issued by the Tahsildar, Vasai, the 7/12 extracts pertaining to various properties including the captioned property were computerized and rectified.

(V) Twenty Second Property

Re: All that piece and parcel of land bearing Old Survey No. 271 Hissa No. 1 and corresponding New Survey No. 296 Hissa No. 1 admeasuring 24.50 Ares which situate at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name in the holder's column	Sealink Construction Company Private Limited
Other rights column	<ul style="list-style-type: none"> • The captioned property is a fragment. • Order No. NAP/S.R./11A/94 dated October 28, 1994.

1. Mutation Entry No. 2971 dated October 15, 1977 records that Gopal Hari Bhoir died on October 20, 1972 leaving behind the following heirs and legal representatives:

- Wife : Padmabai Gopal Bhoir;
- Sons : Manohar Gopal Bhoir;
: Jaihind Gopal Bhoir;
- Daughters : Prabhavati Pandurang Bhoir *alias* Prabhavati Pandurang Patil;
: Kamal Dinanth Patil; and

: Pushpa Gopal Bhoir.

(Pushpa Gopal Bhoir a minor, represented through her natural guardian, mother, Padmabai Gopal Bhoir).

2. Mutation Entry No. 4732 dated February 9, 1986 records that Jagu Nato Bhoir died 30-40 years ago leaving behind the following heirs and legal representatives:

Sons	: Pandurang Jagu Bhoir; : Janardhan Jagu Bhoir; : Laxman Jagu Bhoir; : Narayan Jagu Bhoir;
Daughter-in-law	: Bayobai Krishna Bhoir;
Granddaughter-in-law	: Mandabai Yashwant Bhoir;
Great-grandsons	: Mangesh Yashwant Bhoir; : Meena Yashwant Bhoir;
Granddaughter	: Yashodabai Ashok Bhoir; and : Vasanti Krishna Bhoir.

(Mangesh and Meena being minors are represented through their natural guardian, mother, Mandabai Yashwant Bhoir).

3. Mutation Entry No. 5116 dated May 29, 1988 records that (i) Manohar Gopal Bhoir, (ii) Jaihind Gopal Bhoir, (iii) Prabhavati Pandurang Bhoir, (iv) Kamal Dinanth Patil, (v) Pushpa Gopal Bhoir, (vi) Padma Gopal Bhoir, (vii) Janardhan Jagu Bhoir, (viii) Pandurang Jagu Bhoir, (ix) Laxman Jagu Bhoir, (x) Narayan Jagu Bhoir, (xi) Bayobai Krishna Bhoir, (xii) Mandabai Yashwant Bhoir, (xiii) Mangesh Yashwant Bhoir, (xiv) Meena Yashwant Bhoir, (xv) Yashoda Ashok Bhoir, and (xvi) Vasanti Krishna Bhoir internally partitioned the properties between themselves and (i) Janardhan Jagu Bhoir, (ii) Pandurang Jagu Bhoir, (iii) Laxman Jagu Bhoir, (iv) Narayan Jagu Bhoir, (v) Bayobai Krishna Bhoir, (vi) Mandabai Yashwant Bhoir, (vii) Mangesh Yashwant Bhoir, (viii) Meena Yashwant Bhoir, (ix) Yashoda Ashok Bhoir, and (x) Vasanti Krishna Bhoir became entitled to the captioned property.

Comment:

This partition was done by a vardi application and hence no partition deed was executed.

4. By and under a Sale Deed dated September 5, 1988 registered with the Sub-Registrar of Assurances under Serial No. 2774 of 1988, (i) Janardhan Jagu Bhoir, (ii) Pandurang Jagu Bhoir, (iii) Laxman Jagu Bhoir, (iv) Narayan Jagu Bhoir, (v) Bayobai Krishna Bhoir, (vi) Mandabai Yashwant Bhoir, (vii) Mangesh Yashwant Bhoir, (viii) Meena Yashwant Bhoir, (ix) Yashoda Ashok Mhatre, and (x) Vasanti Krishna Bhoir [(vii) and (viii) through their natural guardian mother (vi)] sold, assigned and transferred their right, title and interest in the captioned property in favour of Mathuradas Narayandas Majithiya for the consideration and on the terms and conditions set out therein. Mutation Entry No. 5148 dated September 2, 1988, confirms the same.

Comment:

No permission was taken to deal with the minor's interest in the captioned property. As per Article 60 of Limitation Act, 1963, the minor who becomes major has to challenge the transfer within 3 years from the date he/she attains the majority. In the aforesaid case, the limitation period of 3 years is already lapsed. Further, we had also issued Public Notices, inviting the claims if any from the third party. However, we have not received any claim or demand from any third party in respect thereof

5. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992, (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert D'Souza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign the captioned property in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'Souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.
6. By and under a Deed of Confirmation dated August 5, 1988 registered with the Sub-Registrar of Assurances under Serial No. 850 of 1990, executed between (i) Janardhan Jagu Bhoir, (ii) Naresh Janardhan Bhoir, (iii) Sushama Naresh Bhoir, (iv) Ashok Janardhan Bhoir, (v) Pandurang Jagu Bhoir, (vi) Mangesh Yashwant Bhoir, (vii) Meena Yashwant Bhoir, (viii) Anubai Pandurang Bhoir, (ix) Indira Pandurang Bhoir, (x) Hansa Pandurang Bhoir, (xi) Laxman Jagu Bhoir, (xii) Nanubai Laxman Bhoir, (xiii) Punam Laxman Bhoir, (xiv) Hemant Laxman Bhoir and Mathuradas Narayandas Majithia confirms the contents of the Sale Deed dated September 5, 1988 under the terms and conditions contained therein.

Comment:

- (i) *We note that (i) Narayan Jagu Bhoir, (ii) Bayobai Krishna Bhoir, (iii) Mandabai Yashwant Bhoir, (iv) Mangesh Yashwant Bhoir, (v) Meena Yashwant Bhoir, (vi) Yashoda Ashok Mhatre, and (vii) Vasanti Krishna Bhoir are parties of the original Sale Deed dated September 5, 1988, under serial no. 2774 of 1988 however they are not a party to the aforementioned confirmation deed. The period of 30 years has lapsed. Further, we had also issued Public Notices, inviting the claims if any from the third party. We have not received any claim or demand from any third party claiming in respect thereof.*
- (ii) *Further we also note that, the names of (i) Naresh Janardhan Bhoir, (ii) Sushama Naresh Bhoir, (iii) Ashok Janardhan Bhoir, (iv) Mangesh Yashwant Bhoir, (v) Meena Yashwant Bhoir, (vi) Anubai Pandurang Bhoir, (vii) Indira Pandurang Bhoir, (viii) Hansa Pandurang Bhoir, (ix) Nanubai Laxman Bhoir, (x) Punma Laxman Bhoir, (xi) Hemant Laxman Bhoir were added to the aforementioned confirmation deed.*
- (iii) *Upon perusal of the aforementioned confirmation deed, we understand that certain rectifications / modifications were carried out to the Sale Deed dated September 5, 1988 and the same are set out herein below:*
 - (a) *Pandurang Jagu Bhoir being the elder and karta of the hindu undivided family has signed the aforementioned deed instead of Mangesh Yashwant Bhoir and Meena Yashwant Bhoir.*

(b) Laxman Jagu Bhoir being the elder and karta of the hindu undivided family has signed the aforementioned deed instead of Punna Laxman Bhoir and Hernant Laxman Bhoir.

7. By and under a Release Deed dated May 11, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, executed by and between (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard John Pereira, (iv) Manuel John Pereira, (v) Jonas John Pereira, (vi) Vegas John Pereira, (vii) Sashi John Pereira, (viii) Godfrey John Machado, (ix) Santan John Pereira, (x) Stella Marshall Gonsalves, (xi) Ujobio Marshall Gonsalves, (xii) Robert D'Souza pursuant to which the captioned property came to the share of Anthony John Pereira and Shakunda Anthony Pereira for the consideration and on the terms and conditions contained therein.
8. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'Souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign *inter alia*, the captioned property in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.

Comment:

On perusal of the aforementioned MOU, it appears that in the second schedule there is a plan attached. We have been informed that a copy of the plan is not available.

9. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
10. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell, transfer, assign and convey additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet which is adjoining to the property sold to Citizen Co-operative Housing Society (proposed) in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

(i) We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

(ii) We have not been provided with the details of the adjoining property which is sold to Citizen Co-operative Housing Society (proposed).

11. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294

4.	270	295
5.	271	296

12. By and under a Deed of Conveyance dated December 26, 1995 registered with the Sub-Registrar of Assurances under Serial No. 1525 of 2001, Mathuradas Narayandas Majithia alongwith the confirmation of (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira, (iii) Ignatius Miles Francis, (iv) Fredreick Jacob D'Souza and (v) Leslie John Hector Lobo the chief promoters of Citizen Co-operative Housing Society sold, assigned and transferred their right, title and interest in the captioned property in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions set out therein. Mutation Entry No. 6092 dated September 9, 2001 confirms the same.

Comment:

On perusal of the Mutation Entry No. 6092 read with the aforementioned Deed of Conveyance, we note the following:

- (i) *Instead of Old Survey No. 271 Hissa No. 1 (part) it is recorded as Old Survey No. 271 Hissa No. 7. The same has been erroneously recorded.*
- (ii) *The aforementioned registration number in the mutation entry is recorded as 1545 of 2001 instead of 1525 of 2001.*
13. Mutation Entry No. 6229 dated February 21, 2004 records that the Hissa Nos. in respect of various properties in the village of Juchandra were rectified and accordingly Survey No. 296 Hissa No. 1 (part) was rectified as 296 Hissa No. 1.
14. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
15. Mutation Entry No. 8056 dated August 9, 2017 records that pursuant to the Government's Circular dated May 7, 2016 and subsequent order dated August 9, 2017 issued by the Tahsildar, Vasai, the 7/12 extracts pertaining to various properties were computerized and rectified.

(W) Twenty Third Property

Re: All that piece and parcel of land bearing Old Survey No. 271 Hissa No. 2 and corresponding New Survey No. 296 Hissa No. 2 admeasuring 10.60 Ares which situate at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name in the holder's column	Sealink Construction Company Private Limited
Other rights column	<ul style="list-style-type: none"> • The captioned property is a fragment. • Order No. NAP/S.R./11A/94 dated October 28, 1994.

1. Mutation Entry No. 4853 dated September 27, 1986 records that Toku Sukur Bhoir died 16-17 years ago leaving behind the following legal heir and representatives:

Sons	: Harishchandra Toku Bhoir; : Narayan Toku Bhoir; : Janardhan Toku Bhoir;
Daughter-in-law	: Takabai Krishna Bhoir;
Grandson	: Kamlakar Krishna Bhoir; : Gajanan Krishna Bhoir;
Granddaughter	: Gulab Damu;
Daughters	: Devaka Pandurang; : Hansa Anant Bhoir; and : Parvati Sahadev.

2. By and under an Agreement for Sale dated February 12, 1987 registered with the Sub-Registrar of Assurances under Serial No. 688 of 1987, (i) Harishchandra Toku Bhoir, (ii) Narayan Toku Bhoir alias Balram Toku Bhoir, (iii) Janardhan Toku Bhoir, (iv) Takabai Krishna Bhoir, (v) Devaka Pandurang, (vi) Hansa Anant Bhoir, (vii) Parvati Sahadev Bhoir, (viii) Kamlakar Krishna Bhoir, (ix) Gajanan Krishna Bhoir and (x) Gulab Damodar Bhoir agreed to sell, assign and transfer their right, title and interest in the captioned property in favour of (i) Juchandra Land Development Corporation through their partners (i) Asheet Sanghvi and (ii) Pravinchandra H. Maniyar for the consideration and on the terms and conditions set out therein.

Comment:

We note that out of the total consideration of Rs. 4,17,600/-, the purchasers had paid the vendors a sum of Rs. 41,760 and the balance amounts which were to be paid in the manner set out in the aforementioned Agreement for Sale. We have been informed that the receipts for the balance amounts are not available.

3. By and under a Sale Deed dated June 20, 1989 registered with the Sub-Registrar of Assurances under Serial No. 1244 of 1989, (i) Harishchandra Toku Bhoir, (ii) Narayan Toku Bhoir, (iii) Janardhan Toku Bhoir, (iv) Takabai Krishna Bhoir, (v) Devakabai Pandurang, (vi) Hansa Anant Bhoir, (vii) Parvati Sahadev Bhoir, (viii) Kamlakar Krishna Bhoir, (ix) Gajanan Krishna Bhoir and (x) Gulab Damodar Bhoir along with the confirmation of Juchandra Land Development Corporation through their partner Satyavan Gupta sold, assigned and transferred their right, title and interest in the captioned property in favour of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira for the consideration and on the terms and conditions set out therein. Mutation Entry No. 5333 dated January 17, 1990 confirms the same.
4. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992, (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert D'Souza and (vii) Santan J. Perelra agreed to sell, transfer, convey and assign the captioned property in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'Souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) for the consideration and on the terms and conditions contained therein.

5. By and under a Confirmation Deed dated June 11, 1990 registered with the Sub-Registrar of Assurances under Serial No. 173 of 1990, executed between (i) Harishchandra Toku Bhoir, (ii) Pramod Harishchandra Bhoir, (iii) Chandrakant Harishchandra Bhoir, (iv) Lilabai Harishchandra Bhoir, (v) Suryakant Harishchandra Bhoir, (vi) Jagdish Harishchandra Bhoir, (vii) Janardhan Toku Bhoir, (viii) Rekha Janardhan Bhoir, (ix) Madhumati Janardhan Bhoir, (x) Vandana Janardhan Bhoir, (xi) Hansa Janardhan Bhoir, (xii) Kamlakar Krishna Bhoir, (xiii) Nandakumar Kamlakar Bhoir, (xiv) Rashika Kamlakar Bhoir, (xv) Mina Kamlakar Bhoir, (xvi) Gajanan Krishna Bhoir, (xvii) Sandip Gajanan Bhoir, (xviii) Anusuya Gajanan Bhoir [(i) for self and as the natural guardian for (ii) and (iii); (vii) for self and as the natural guardian for (viii), (ix) and (x); (xii) for self and as the natural guardian for (xiii) and (xiv); (xvi) for self and as the natural guardian for (xvii)] and (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira confirms the contents of the Sale Deed dated June 20, 1989 under the terms and conditions contained therein.

Comment:

Upon perusal of the aforementioned confirmation deed, we understand that certain rectifications / modifications were carried out to the Sale Deed dated June 20, 1989 and the same are set out herein below:

- (i) *As per the HUF the names and signatures of the wives of (i) Harishchandra Toku Bhoir, (ii) Narayan Toku Bhoir, (iii) Janardhan Toku Bhoir, (iv) Kamlakar Krishna Bhoir and (v) Gajanan Krishna Bhoir were recorded.*
- (ii) *The names of minors are added to the aforementioned Confirmation Deed, which was signed by Harishchandra Toku Bhoir, Janardhan Toku Bhoir, Kamlakar Krishna Bhoir and Gajanan Krishna Bhoir.*

6. By and under a Release Deed dated May 11, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, executed by and between (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard John Pereira, (iv) Manuel John Pereira, (v) Jonas John Pereira, (vi) Vegas John Pereira, (vii) Sashi John Pereira, (viii) Godfrey John Machado, (ix) Santan John Pereira, (x) Stella Marshall Gonsalves, (xi) Ujobio Marshall Gonsalves, (xii) Robert D'Souza pursuant to which the captioned property came to the share of Anthony John Pereira and Shakunda Anthony Pereira for the consideration and on the terms and conditions contained therein.
7. By and under a Deed of Indenture dated June 25, 1993 registered with the Sub-Registrar of Assurances under Serial No. 3366 of 2001, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira sold, assigned and transferred their right, title and interest in the captioned property in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'Souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6223 dated January 27, 2004 confirms the same.
8. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'Souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert D'Souza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign various properties interalia the captioned property in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.

Comment:

On perusal of the aforementioned MOU, it appears that in the second schedule there is a plan attached to the aforementioned MOU. We have been informed that the plan is not available.

9. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
10. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell, transfer, assign and convey additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet which is adjoining to the property sold to Citizen Co-operative Housing Society (proposed) in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

11. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

12. By and under an unregistered Deed of Confirmation dated December 30, 1996 read alongwith Deed of Conveyance dated April 26, 1996 registered with the Sub-Registrar of Assurances under Serial No. 3838 of 2001, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'Souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) sold, assigned, transferred and conveyed their right, title and interest in the captioned property in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions set out therein. Mutation Entry No. 6224 dated January 27, 2004 confirms the same.

Comment:

Conveyance Deed records that all the original title documents pertaining to the captioned property have been lost and misplaced. We have been informed by the owner that the documents have not been lost but have not been collected by the owner from the erstwhile owners. We had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof.

(i) Deed of Confirmation was executed by only one of the promoters of Citizen Co-operative Housing Society i.e. Fredrick Jacob D'souza. The recitals of the Deed of Confirmation states that Fredrick Jacob D'souza was not present when the Deed of Conveyance was lodged for registration and hence, to regularise the registration of Deed of Conveyance, a registered Deed of Confirmation dated February 27, 2025 registered with the office of the Sub-Registrar of Assurances under serial no. 3123 of 2025 was executed by the current promoters of Citizen Co-operative Housing Society confirming the Conveyance Deed dated April 26, 1996 registered with the Sub-Registrar of Assurances under Serial No. 3838 of 2001.

13. Mutation Entry No. 6230 dated February 21, 2004 records that various properties *inter alia* the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
14. Mutation Entry No. 7929 dated August 20, 2016 records that pursuant to the Government's Circular dated May 7, 2016 and subsequent order dated August 20, 2016 issued by the Tahsildar, Vasai, the 7/12 extracts pertaining to various properties were computerized and rectified.

(X) **Twenty Fourth Property**

Re: All that piece and parcel of land bearing Old Survey No. 271 Hissa No. 3 and corresponding New Survey No. 296 Hissa No. 3 admeasuring 20.80 Ares which situate at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name in the holder's column	Sealink Construction Company Private Limited
Other rights column	<ul style="list-style-type: none">The captioned property is a fragment.Order No. NAP/S.R./11A/94 dated October 28, 1994.

1. It appears that by and under an Agreement dated September 11, 1987, (i) Janardhan Jaggu Bhoir, (ii) Pandurang Jaggu Bhoir, (iii) Laxman Jaggu Bhoir, (iv) Narayan Jaggu Bhoir, (v) Bayobai Krishna Bhoir, (vi) Mandabai Yeshwant Bhoir, (vii) Mangesh Yeshwant Bhoir, (viii) Meena Yeshwant Bhoir, (ix) Yashoda Ashok Mhatre, (x) Vasanti Hareshwar Gharat [(vii) and (viii) are minors through their mother and natural guardian (vi)] agreed to sell, transfer, convey and assign the captioned property in favour of Jain Real Estate for the consideration and on the terms and conditions contained therein.

Comment:

- (i) We have been informed that the aforementioned Agreement is not available.
- (ii) The Natural Guardian has executed the agreement on behalf of the minors. As per Article 60 of Limitation Act, 1963, the minor who becomes major has to challenge the transfer within 3 years from the date he/she attains the majority. In the aforesaid case, the limitation period of 3 years is already lapsed. Further, we had also issued Public Notices,

inviting the claims if any from the third party. However, we have not received any claim or demand from any third party in respect thereof

2. It appears that by and under an Agreement dated November 15, 1990, Jain Real Estate agreed to sell, transfer, convey and assign the captioned property in favour of (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira for the consideration and on the terms and conditions contained therein.

Comment:

The aforementioned Agreement is not available.

3. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992, (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Perelra, (v) Jones Perelra, (vi) Robert D'Souza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign, *inter alia*, the captioned property in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'Souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.

Comment:

In the aforementioned documents, the area of the captioned property is recorded as 32.1 Ares.

4. By and under a Release Deed dated May 11, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, executed by and between (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard John Pereira, (iv) Manuel John Pereira, (v) Jonas John Pereira, (vi) Vegas John Pereira, (vii) Sashi John Pereira, (viii) Godfrey John Machado, (ix) Santan John Pereira, (x) Stella Marshall Gonsalves, (xi) Ujobio Marshall Gonsalves, (xii) Robert D'Souza pursuant to which the captioned property came to the share of Anthony John Pereira and Shakunda Anthony Pereira for the consideration and on the terms and conditions contained therein.

Comment:

The area mentioned in the release deed is 32.10 Ares instead of 20.80 Ares.

5. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'Souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign various properties, *inter alia*, the captioned property in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.

Comment:

On perusal of the aforementioned MOU, it appears that in the second schedule there is a plan attached. We have been informed that the plan is not available.

6. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
7. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell, transfer, assign and convey additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet which is adjoining to the property sold to Citizen Co-operative Housing Society (proposed) in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

8. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

9. By and under a Deed of Confirmation dated December 22, 2000 read along with Deed of Conveyance dated October 29, 1995 registered with the Sub-Registrar of Assurance under Serial No. 2617 of 2000, (i) Janardhan Jaggu Bhoir, (ii) Pandurang Jaggu Bhoir, (iii) Laxman Jaggu Bhoir, (iv) Narayan Jaggu Bhoir, (v) Bayobai Krishna Bhoir, (vi) Mandabai Yeshwant Bhoir, (vii) Mangesh Yeshwant Bhoir, (viii) Meena Yeshwant Bhoir, (ix) Yashoda Ashok Mhatre, (x) Vasanti Hareshwar Gharat [(vii) and (viii) are minors through their natural guardian mother (vi)] as the first confirming parties (i) Malti Sudhakar Bhagat, (ii) Naresh Janardhan Bhoir, (iii) Ashok Janardhan Bhoir, (iv) Nanubai Laxman Bhoir, (v) Neeta Vinayak Bhoir, (vi) Poonam Laxman Bhoir, (vii) Hemant Laxman Bhoir, (viii) Anusuya Pandurang Bhoir, (ix) Kusum Moreshwar Thakur, (x) Hemlata Mahadev Patil, (xi) Indira Bharat Trivedi, (xii) Vatsala Anant Raut, (xiii) Urmila Murlil Patil, (xiv) Baby Suresh Shinde, (xv) Hansa Pandurang Bhoir [(vii) through his natural guardian father Laxman Jaggu Bhoir; (ix) to (xiv) through their attorney holder Janardhan Jaggu Bhoir] as the second confirming party Jain Real Estate as the third confirming party (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira as the fourth confirming party (i) Ignatius Miles Francis, (ii) Frederick Jacob D'Souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) sold, assigned and transferred their right, title and interest in the captioned property in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions set out therein. Mutation Entry No. 6161 dated April 30, 2003 confirms the same.

Comment:

As per the aforementioned document:

- (i) *Krishna Jagu Bhoir died leaving behind (i) Bayobai Krishna Bhoir, (ii) Yeshwant Krishna Bhoir, (iii) Yashoda Ashok Mhatre, (iv) Vasanti Hareshwar Gharat as his only heirs and legal representatives. We have been informed that a mutation entry in respect of the same is not available.*
- (ii) *Yeshwant Krishna Bhoir died leaving behind (i) Manda Bhoir, (ii) Bayobai Bhoir, (iii) Mangesh Bhoir and (iv) Meena Bhoir. We have been informed that a mutation entry in respect of the same is not available.*
- (iii) *The original title deeds in respect of the captioned property are lost and / or misplaced we had also issued Public Notices, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof.*
- (iv) *We have been informed that a copy of the order granting permission to deal with the minor's interest in the captioned property is not available. As per Article 60 of Limitation Act, 1963, the minor who becomes major has to challenge the transfer within 3 years from the date he/she attains the majority. In the aforesaid case, the limitation period of 3 years is already lapsed. Further, we had also issued Public Notices, inviting the claims if any from the third party. However, we have not received any claim or demand from any third party in respect thereof*

10. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
11. Mutation Entry No. 7929 dated August 20, 2016 records that pursuant to the Government's Circular dated May 7, 2016 and subsequent order dated August 20, 2016 issued by the Tahsildar, Vasai, the 7/12 extracts pertaining to various properties were computerized and rectified.
12. Mutation Entry No. 8290 dated January 13, 2020 records that pursuant to the Order No. section 155 repair/02/2020/2020 dated January 2, 2020 issued by the Tahsildar, Vasai, the 7/12 extracts pertaining to various properties were computerized and rectified.

(Y) Twenty Fifth Property

Re: All that piece and parcel of land bearing Old Survey No. 271 Hissa No. 6 and corresponding New Survey No. 296 Hissa No. 6 admeasuring 8.60 Ares which situate at Village Juchandra, Taluka Vasai, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name in the holder's column	Sealink Construction Company Private Limited
Other rights column	<ul style="list-style-type: none">The captioned property is a fragment.Order No. NAP/S.R./11A/94 dated October 28, 1994.

1. By and under a Sale Deed dated January 10, 1989 registered with the Sub-Registrar of Assurances under Serial No. 210 of 1990, (i) Haribhau Devrao, (ii) Jayprakash Ramakant, (iii) Kishori Ramachandra, (iv) Bhagirati Ramakant, (v) Kanta Kashinath Bhagat and (vi) Tarabai Pandurang Bhoir sold, assigned and transferred their right, title and interest in the captioned property in favour of Sarita Nihalchand Kothari for the consideration and on the terms and conditions set out therein. Mutation Entry No. 5403 dated June 11, 1990 confirms the same.
2. It appears that by and under an Agreement dated June 16, 1989, Sarita Kothari agreed to sell, transfer, convey and assign the captioned property in favour of (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira for the consideration and on the terms and conditions contained therein.

Comment:

The aforementioned agreement is not available.

3. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992, (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert D'Souza and (vii) Santan J. Pereira agreed to sell, transfer, convey and assign the captioned property in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'Souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) for the consideration and on the terms and conditions contained therein.
4. By and under a Release Deed dated May 11, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, executed by and between (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard John Pereira, (iv) Manuel John Pereira, (v) Jonas John Pereira, (vi) Vegas John Pereira, (vii) Sashi John Pereira, (viii) Godfrey John Machado, (ix) Santan John Pereira, (x) Stella Marshall Gonsalves, (xi) Ujobio Marshall Gonsalves, (xii) Robert D'Souza pursuant to which the captioned property came to the share of Anthony John Pereira and Shakunda Anthony Pereira for the consideration and on the terms and conditions contained therein.
5. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'Souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign, *inter alia*, the captioned property in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.

Comment:

On perusal of the aforementioned MOU, it appears that in the second schedule there is a plan attached. We have been informed that the plan is not available.

6. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
7. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell, transfer, assign and convey additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet which is adjoining to the property sold to Citizen Co-operative Housing Society (proposed) in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

8. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

9. By and under a Sale Deed dated December 26, 1995 registered with the Sub-Registrar of Assurances under Serial No. 154 of 1996, (i) Sanita Nihalchand Kothari, (ii) Anthony John Pereira and (iii) Shakunda Anthony Pereira alongwith the confirmation of (i) Ignatius Miles Francis, (ii) Fredreick Jacob D'Souza and (iii) Leslie John Hector Lobo Chief Promoters of Citizen Co-operative Housing Society, sold, assigned and transferred their right, title and interest in the captioned property in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions set out therein. Mutation Entry No. 6154 dated April 30, 2003 confirms the same.

Comment:

(i) *Upon perusal of the aforementioned entry and Sale Deed, we understand that the registration number for the captioned property is erroneously recorded in the mutation entry as 554 of 1996 instead of 154 of 1996.*

(ii) *The Sale Deed records that the original title deeds in respect of the captioned property are lost and / or misplaced we had also issued the public notice, inviting the claims if any from the third party in relation to the original antecedent title deeds not in possession of the owner. However, we have not received any claim or demand from any third party in respect thereof..*

(iii) *Upon perusal of the aforementioned entry and Sale Deed, we understand that the survey number and hissa no. for the captioned property erroneously records as survey no. 296 hissa no. 2 instead of survey no. 296 hissa no. 6.*

10. Mutation Entry No. 6230 dated February 21, 2004 records that various properties interalia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
11. Mutation Entry No. 7929 dated August 20, 2016 records that pursuant to the Government's Circular dated May 7, 2016 and subsequent order dated August 20, 2016 issued by the Tahsildar, Vasai, the 7/12 extracts pertaining to various properties were computerized and rectified.
12. Mutation Entry No. 8290 dated January 13, 2020 records that pursuant to the Order No. section 155 repair/02/2020/2020 dated January 2, 2020 issued by the Tahsildar, Vasai, the 7/12 extracts pertaining to various properties were computerized and rectified.

(Z) Twenty Sixth Property

Re: All that piece and parcel of land bearing Old Survey No. 271 Hissa No. 8 (part) and corresponding New Survey No. 296 Hissa No. 8/A admeasuring 12.50 Ares which situate at Village Juchandra, Taluka Vasal, District Palghar, Maharashtra.

Tenure	Occupant Class I
Name in the holder's column	Sealink Construction Company Private Limited
Other rights column	<ul style="list-style-type: none"> • The captioned property is a fragment. • Order No. NAP/S.R./11A/94 dated October 28, 1994.

1. Mutation Entry No. 3096 dated September 21, 1979 records that Rambhau Govind Bhoir is the landowner of the property bearing Survey No. 271 Hissa No. 8 but as Rambhau Govind Bhoir was not in actual possession of the property bearing Survey No. 271 Hissa No. 8. Hence, as per the statement given by Rambhau Govind Bhoir, the name of Rambhau Govind Bhoir was deleted from the record of rights and the name of Sadashiv Raghunath Bhoir came to be recorded as the owner.
2. It appears that by and under an Agreement for Sale dated June 12, 1987 was executed by an between (i) Sadashiv Raghunath Bhoir (for self and as the karta of the Hindu Undivided Family as the father and natural guardian of his minor children), (ii) Pramila Sadashiv Bhoir, (iii) Dilip Sadashiv Bhoir, (iv) Vasanti Sadashiv Bhoir, (v) Ajit Sadashiv Bhoir, (vi) Kalpana Ashok Patil, (vii) Jayshree Sadashiv Bhoir alias Ashwini Ashok Patil, (viii) Pranila Sadashiv Bhoir, (ix) Dilip Sadashiv Bhoir agreed to sell, transfer, convey and assign the captioned property in favour of Anthony John Pereira and Shakunda Anthony Pereira.

Comment:

The aforementioned Agreement for Sale is not available.

3. By and under an Agreement dated June 30, 1989 read alongwith Supplementary Agreement dated August 16, 1989, Supplementary Agreement dated September 14, 1989 and Supplementary Agreement dated June 20, 1992, (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert D'Souza and (vii)

Santan J. Pereira agreed to sell, transfer, convey and assign an area admeasuring 26 Ares out of the Survey No. 271 Hissa No. 8 (part) in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'Souza and (iii) Leslie John Hector Lobo the Chief Promoters of Proposed Citizen Co-operative Housing Society for the consideration and on the terms and conditions contained therein.

4. By and under a Release Deed dated May 11, 1992 registered with the Sub-Registrar of Assurances under Serial No. 790 of 1992, executed by and between (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard John Pereira, (iv) Manuel John Pereira, (v) Jonas John Pereira, (vi) Vegas John Pereira, (vii) Sashi John Perelra, (viii) Godfrey John Machado, (ix) Santan John Pereira, (x) Stella Marshall Gonsalves, (xi) Ujoblo Marshall Gonsalves, (xii) Robert D'Souza pursuant to which the captioned property came to the share of Anthony John Pereira and Shakunda Anthony Pereira for the consideration and on the terms and conditions contained therein.
5. By and under a Conveyance Deed dated December 8, 1993 registered with the Sub-Registrar of Assurances under Serial No. 3156 of 2001, (i) Sadashiv Raghunath Bhoir (for self and as the karta of the Hindu Undivided Family as the father and natural guardian of his minor children), (ii) Pramila Sadashiv Bhoir, (iii) Dilip Sadashiv Bhoir, (iv) Vasanti Sadashiv Bhoir, (v) Ajit Sadashiv Bhoir, (vi) Kalpana Ashok Patil and (vii) Jayshree Sadashiv Bhoir alias Ashwini Ashok Patil, as their confirming party (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira sold, assigned and transferred their right, title and interest in an area admeasuring 12.50 Ares bearing Survey No. 271 Hissa No 8 (part) in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'Souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) for the consideration and on the terms and conditions contained therein. Mutation Entry No. 6159 dated April 30, 2003 confirms the same.
6. By and under Indemnity Bond cum declaration dated December 8, 1993 registered with the Sub-Registrar of Assurances under Serial No. 3190 of 1993, (i) Sadashiv Raghunath Bhoir (for self and as the karta of the Hindu Undivided Family as the father and natural guardian of his minor children), (ii) Pramila Sadashiv Bhoir, (iii) Dilip Sadashiv Bhoir, (iv) Vasanti Sadashiv Bhoir, (v) Ajit Sadashiv Bhoir, (vi) Kalpana Ashok Patil and (vii) Jayshree Sadashiv Bhoir alias Ashwini Ashok Patil executed an indemnity in respect of the captioned property in favour of (i) Ignatius Miles Francis, (ii) Frederick Jacob D'Souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society for the terms and conditions contained therein.
7. By and under a Memorandum of Understanding dated September 17, 1994, (i) Ignatius Miles Francis, (ii) Frederick Jacob D'Souza and (iii) Leslie John Hector Lobo the Chief Promoters of Citizen Co-operative Housing Society (proposed) alongwith the confirmation of (i) Anthony John Pereira, (ii) Shakunda Anthony Pereira, (iii) Richard Pereira, (iv) Vegas Pereira, (v) Jones Pereira, (vi) Robert Dsouza and (vii) Santan J. Pereira agree to sell, transfer, convey and assign various properties *inter alia* the property bearing Survey No. 271 Hissa No. 8 (part) in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions contained therein.

Comment:

On perusal of the aforementioned MOU, it appears that in the second schedule there is a plan attached. We have been informed that the plan is not available.

8. By an under an Order no. N.A.P/S.R/11A/94 dated October 28, 1994, the user of the captioned property was converted to non-agricultural.
9. By and under a Memorandum of Understanding dated December 28, 1994, (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira agreed to sell, transfer, assign and convey additional FSI duly sanctioned by CIDCO admeasuring about 5,50,000 square feet which is adjoining to the property sold to Citizen Co-operative Housing Society (proposed) in favour of Sealink Construction Company Private Limited on the terms and conditions contained therein.

Comment:

We have not been provided with any agreement confirming sale of the FSI in favour of Sealink Construction Company Private Limited.

10. Mutation Entry No. 5810 dated January 19, 1996 records the renumbering of old survey numbers to the following new survey numbers:

Sr. No.	Old Survey Number	New Survey Number
1.	246	278
2.	268	293
3.	269	294
4.	270	295
5.	271	296

11. Mutation Entry No. 5832 dated March 22, 1996 records that by and under a Sale Deed dated December 8, 1993, (i) Sadashiv Raghunath Bhoir, (ii) Pramila Sadashiv Bhoir, (iii) Dilip Sadashiv Bhoir, (iv) Vasanti Sadashiv Bhoir, (v) Ajit Sadashiv Bhoir, (vi) Kalpana Ashok Patil, (vii) Jayashree Sadashiv Bhoir sold, assigned and transferred their right, title and interest in the property bearing Survey No. 271 Hissa No. 8 (part) admeasuring 13.5 Ares in favour of (i) Anthony John Pereira and (ii) Shakunda Anthony Pereira for the consideration and on the terms and conditions set out therein.

Comment:

On perusal of the further mutation entries, it appears that this Mutation Entry pertains to Survey No. 271 / 296 Hissa No. 8B and not 8A.

12. Mutation Entry No. 6159 dated April 30, 2003 does not pertain to the captioned property.
13. By and under a Sale Deed dated April 26, 1996 registered with the Sub-Registrar of Assurances under Serial No. 3368 of 2001, (i) Leslie John Hector Lobo, (ii) Frederick Jacob D'Souza and (iii) Ignatius Miles Francis as the Chief Promoters of Citizen Co-operative Housing Society sold, assigned and transferred their right, title and interest in the captioned property in favour of Sealink Construction Company Private Limited for the consideration and on the terms and conditions set out therein. Mutation Entry No. 6181 dated September 8, 2003 confirms the same.

14. Mutation Entry No. 6229 dated February 21, 2004 records that the Hissa Nos. in respect of various properties in the village of Juchandra were rectified and accordingly Survey No. 296 Hissa No. 8 (part) was divided into Survey No. 296 Hissa No. 8A and Hissa No. 8B.
15. Mutation Entry No. 6230 dated February 21, 2004 records that various properties inter alia the captioned property was converted from Agricultural to Non-Agricultural and the effect of the same was carried out in the revenue records. It appears that the captioned property was reserved for residential purposes.
16. Mutation Entry No. 7929 dated August 20, 2016 records that pursuant to the Government's Circular dated May 7, 2016 and subsequent order dated August 20, 2016 issued by the Tahsildar, Vasai, the 7/12 extracts pertaining to various properties were computerized and rectified.

II. TRANSFER OF DEVELOPMENT RIGHTS

- (i) By and under a Development Agreement dated March 1, 2025 (*registered on March 4, 2025*) duly registered with the Sub-Registrar of Assurances under Serial No. 4566 of 2025, Sealink Construction Company Private Limited transferred and assigned all its development rights and interest in the Properties in favour of Impactum Lands Private Limited on the terms and conditions set out therein.
- (ii) By and under a Power of Attorney dated March 4, 2025 (*registered on March 4, 2025*) duly registered with the Sub-Registrar of Assurances under Serial No. 4571 of 2025, Sealink Construction Company Private Limited has constituted, nominated and appointed Impactum Lands Private Limited as its nominees to perform and exercise the powers as contained therein in respect of the Properties.

III. PERMISSIONS AND APPROVALS

- (i) By and under the Bill dated December 21, 2023 for period of 2023 to 2024, Talathi of Village Juchandra, Taluka Vasai, District Palghar received the payment on January 25, 2024 of N.A. Tax amount of Rs.3,49,105/- (Rupees Three Lakhs Forty Nine Thousand One Hundred Five only) in respect of the Properties.
- (ii) It has been certified by the Additional Collector and Competent Authority, Thane Urban Agglomeration, Thane via ULC Certificate no. ULC/TA/Dakhla/ATP/91/39 dated September 30, 1991, that all the Properties fall beyond the 8 kilometres peripheral limit of Greater Bombay, and hence the provisions of Urban Land (Ceiling and Regulation) Act, 1976 will not apply to the Properties.

IV. PUBLIC NOTICE:

We have received the following two objections pursuant to the public notice and the subsequent replies by ELP on behalf of their client Sealink Construction Company Private Limited:

- (i) Objection dated December 8, 2024, from Udiksha Udyan Co-operative Housing Society Limited ("**Udiksha**") stating that the survey numbers which are mentioned in the public notice are common to the survey numbers forming part of the transaction with the aforementioned society.

- (ii) ELP on behalf of their client Sealink Construction Company Private Limited have replied through a Letter dated January 16, 2025 bearing no. ELP/HKC/11/2025 stating that the objection raised by Udiksha is entirely meritless because Sealink has completed the boundary compound wall around the land appertaining to the Udiksha building as agreed in the meeting held on December 11, 2024 between the parties. Therefore, no part or portion of the Udiksha building falls under the lands as set out in the Public Notices. Further, they are in the process of handing over Udiksha building and RG portion area of the garden and have already sent a Draft Deed of Conveyance to Udiksha on January 9, 2025 which they are ready to register immediately. Thus, they maintain that the objection against Sealink Construction Company Private Limited is not maintainable. We have been informed that Sealink Construction Company Private Limited has not received any further response from Udiksha.
- (iii) Objection dated November 25, 2024, from Advocate Anil B. Lawand on behalf of his client Nalanda Complex CHS Association Limited ("**Nalanda**") having their office address at Nalanda Complex CHS Association Ltd., Building No. 5-10, Mital Enclave, Sector-II, Naigaon (E), Taluka Vasai, District Palghar. They are objecting to the proposed transfer of rights, title and interest in the Properties by Sealink Construction Company Private Limited stating that some parts of the Properties fall under the land wherein Sealink has constructed 6 buildings in Sector-II of Mittal Enclave that together form the Nalanda Complex as per the layout plan approved by CIDCO. They are alleging that Sealink Construction Company Private Limited has failed to act and perform as per the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 ["**MOFA Act**"]. Sealink Construction Company Private Limited has not conveyed the land of Nalanda Complex to Nalanda Complex CHS Association Limited as per approved plan boundaries despite various reminders and have relied on various letters to Sealink Construction Company Private Limited and Competent Authorities as attached with the Objection. They also allege that they have not been provided with common amenities such as permanent wall compound, approved open parking spaces on the basis of the terms and conditions as reflected in the Agreements for Sale executed with Flat Purchasers.
- (iv) ELP on behalf of their client Sealink Construction Company Private Limited have replied through a Letter dated January 2, 2025 bearing no. ELP/HKC/3/2025 stating that objection is false and entirely meritless because Nalanda buildings have been constructed on part and portion of land which does not form part of the lands as set out in the Public Notices. Therefore, Nalanda has no legal right, title or interest in the lands set out in the Public Notices. Further, Sealink has repeatedly expressed its willingness to execute conveyances in favour of the societies forming part of Nalanda but it is members of Nalanda who have failed to come forward and complete the conveyance. The creation of third party rights on the lands set out in the Public Notices will not amount to misrepresentation, fraud or cheating and is not void or not binding on members of Nalanda. Thus, they maintain that the objection against Sealink Construction Company Private Limited is not maintainable. We have been informed that Sealink Construction Company Private Limited has not received any further response from Nalanda.

V. MORTGAGES AND ROC AND CERSAI SEARCH REPORT:

- (i) By and under a Deed of Mortgage dated March 4, 2025, duly registered with the Sub-Registrar of Assurances under Serial No. 4635 of 2025, Sealink Construction Company Private Limited

through their constituted attorney Impactum Lands Private Limited have created a mortgage by way of first ranking exclusive charge *inter-alia* on the Properties and Impactum Lands Private Limited has created mortgage/hypothecation on the development rights and entitlement of Impactum Lands Private Limited under the development agreement in favour of Vistra ITCL (INDIA) Limited, for the consideration and on the terms and conditions contained therein.

- (ii) We have caused CERSAI Search to be conducted by VVS & Associates (Company Secretary) in respect of the Properties, who has conducted searches in the portal maintained by the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (<https://cersai.org.in/CERSAI/home.org>). We have relied upon their Search Report dated February 27, 2025, which confirms that there are no pending charges in respect of Properties or any part thereof.
- (iii) We have caused searches to be conducted by VVS & Associates (Company Secretary) on Sealink Construction Company Private Limited, who has conducted searches in the records of the Registrar of Companies. We have relied upon their Search Report dated February 27, 2025, which reflects one Indenture of Mortgage dated February 20, 2007 on the Properties. It has subsequently been released via Reconveyance Deed dated January 9, 2025 registered with the Sub-Registrar of Assurances under Serial No. 428 of 2025.

VI. LITIGATION SEARCH:

We have relied upon the Litigation Search Reports dated June 27, 2024 and March 3, 2025 issued by Perfios Software Solutions Private Limited. Upon perusal of the Litigation Search Reports, we note that the litigations that are pending in respect of Sealink Construction Private Limited do not pertain to the Properties.

Any other relevant title: as per Report on Title at 'Annexure'

Dated this 3rd day of April, 2025

M/S Vaish

DSK Legal

