



# WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARY

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**Ref.:** NL-DDA-10173/Puravankara Shil/

**Date:** November 17, 2017

To,

**PROVIDENT HOUSING LIMITED**

130/1, Ulsoor Road,

Bangalore, 560042

Dear Sir,

**Re: All those pieces or parcels of lands bearing Survey no./ Hissa no.88/4, 89, 90/1 (part), 90/2/4, 90/2/5, 90/4/2 (part), 101/1/B (part), 101/2 and 101/3 of Village Daighar, Taluka and District Thane (the said "Lands")**

We have been instructed by our client Provident Housing Limited to investigate the title to the said Lands.

**A. DISCLAIMERS:**

In connection with this report on title ("**Title Report**") it may be noted that: -

1. This Report is prepared solely for the use of our client.
2. We have, at the instructions of our client, conducted a title investigation relating to the said Lands for the purpose of issuing our Report. It is expressly clarified that this Report is to ascertain the title to the said Lands and does not address any other issue.
3. We have received documents and information in relation to preparation of this Report from Glory Township LLP ("**M/s. Glory**") and Mr. Gope Madhavdas Rochlani and Mr. Raja Gope Rochlani and we have relied on the documents and information furnished by them.
4. The accuracy of this Report necessarily depends on the documents furnished to us and the information provided to us during the course of our discussions and responses to our requisitions given by M/s. Glory and Mr. Gope Madhavdas Rochlani and Mr. Raja Gope Rochlani, being true, complete and accurate.
5. For the purpose of this Report we have through our search clerk, conducted searches at the Office of the Sub-Registrar of Assurances, at Mumbai, Thane and Thane-1, 2, 5

& 10. However, searches at the office of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated.

6. Since it is revenue based title we have taken the VII/XII extracts as the root of title and have assumed the authenticity of the VII/XII extracts and the corresponding mutation entries.
7. We have not commented on the structures standing on the said Lands and / or premises constructed thereon, statutory, user, development and environmental permissions and approvals required for the development of the Lands.
8. With respect to matters for which satisfaction can only be obtained on the basis of representations and declarations made by M/s. Glory and Mr. Gope Madhavdas Rochlani and Mr. Raja Gope Rochlani and which cannot be otherwise verified, we have relied upon the Declarations dated October 31, 2017 made by M/s. Glory and Mr. Gope Madhavdas Rochlani and Mr. Raja Gope Rochlani (the "**Declaration**").

**B. STEPS:**

For the purpose of issuing this Title Report, we have undertaken the following: -

1. Caused searches to be conducted at the Offices of the Sub-Registrars and Joint District Registrar for the period 1957 to 2017 (both inclusive). A copy of the Search Report dated October 31, 2017 is marked and annexed as **Annexure "A"** hereto. The searches for the records in the year 2017 have been conducted for the period upto October 30, 2017.
2. Caused searches at the office of the Registrar of Companies (**ROC**) in respect of Glory Township LLP in relation to any charges and / or encumbrances in respect of M/s. Glory. Copies of the search under taken at the office of the ROC is annexed hereto and marked as **Annexure "B1"** and **"B2"**.
3. Caused notices to be published in the August 6, 2016 edition of the newspapers the Times of India and Maharashtra Times.
4. Perusal of the photocopies of extracts of Village Form No. VII/XII, extracts of mutation entries and other revenue records made available to us and as referred to in this Report;

5. Perusal of the photocopies of the title deeds with respect to the said Land made available to us and as set out herein;
6. Carried out inspection of the original title documents on July 5, 2016 at the office of M/s. P and P Legal, Advocates & Solicitors of M/s. Glory. A list setting out the details of the original title documents furnished to us for inspection is annexed hereto and marked as **Annexure "C"**.
7. Perused and relied upon the Declaration.

**C. FLOW OF TITLE**

**Survey no.88 Hissa no.4 admeasuring 00 Hectares 45.2 Ares:**

1. We have been furnished with Village Form VII/XII in respect of the captioned land for the period 1946-1947 to 1970-1971 and 1980-1981 to 2016-2017. The VII/XII for the period 1946-1947 to 1970-1971 is not completely legible. VII/XII extract for the period 1980-1981 to 1994-1995 reflects the name of Manglya Hari Patil as the holder and the other rights column reflects Tagai loan of Rs.400/- and charge of a society for Rs.8,700/-.
2. Mutation Entry no.113 dated July 10, 1932 records that on May 26, 1932, Vishnu Laxman Phadke purchased from Dharma Kalu Patil, Hari Kalu Patil, Kaba Nanaji Shet Thakkar inter alia the captioned land for Rs.1,425/-. We have not been furnished with a copy of the aforementioned sale deed and have relied upon the contents of the said mutation entry.
3. Mutation Entry no.263 does not pertain to the captioned land and therefore the records of the captioned land should be updated to delete the same from the records of the captioned land.
4. The names of Manglya Hari and Tikdya Hari was recorded as the protected tenants of inter alia the captioned land, owned by Vishnu Laxman Phadke vide Mutation Entry no.317 dated October 17, 1954.
5. Mutation Entry no.363 dated November 11, 1955 records that on August 18, 1955, Tikdya Hari Bhoir and Mangal Hari Bhoir purchased from Vishnu Laxman Phadke inter alia the captioned land for Rs.1,500/-. Since we have not been furnished with a copy of the aforementioned sale deed, we have relied upon the contents of the said mutation

entry. It appears that Mangal Hari is mentioned as Manglya Hari in other mutation entries.

6. Mutation Entry no.377 dated May 22, 1957 records that the tenant Vitthal Dharma expired 7-8 years prior to the date of the mutation and was survived by his brother Tikdya Hari and Manglya Hari.
7. Mutation Entry no.428 dated January 30, 1964 records that Manglya Hari Patil had availed of a loan of Rs.400/- for rebuilding his house which was destroyed in fire. Accordingly, a charge of Rs.400/- was created on *inter alia* the captioned land. Pursuant to the Government Order bearing no.TG 1088/PK.2214/M-11 dated December 31, 1988, the loan was waived off by the Government and consequently, the charge of Rs.400/- was deleted vide Mutation Entry no.956 dated June 24, 2011.
8. It is recorded vide Mutation Entry no.494 dated August 6, 1970 that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
9. Mutation Entry no.517 dated September 22, 1972 records that Tikdya Hari Patil expired in or around the year 1970 and was survived by his son Dharma Tikdya Patil, daughter Parvati Tikdya and Bhagibai Tikdya and widow Changibai Tikdya. Accordingly, the name of Changibai Tikdya Patil, for self and as the guardian of the minor son and daughters was mutated on records of *inter alia* the captioned land.
10. Mutation Entry no.573 dated February 25, 1980 records that pursuant to partition between Manglya Hari Patil, Dharma Tikdya Patil, Changunabai Tikdya Patil, Parvatibai Tikdya Patil, Bhagibai Krishna Patil in or around the year 1968-1970, the captioned land came to the share of Manglya Hari Patil. It appears that the partition may have been an oral partition since there is no mention of any partition deed being executed.
11. Mutation Entry no.677 dated September 5, 1991 records charge of Daighar Seva Sahakari Society Limited on *inter alia* the captioned land in respect of loan of Rs.8,700/- availed of by Manglya Hari Patil from the society. However, on repayment of the said loan by Manglya Hari Patil, the charge and name of the Society was deleted from other rights' column of Village Form no. VII of the captioned land vide Mutation Entry no.753 dated March 13, 2003.

12. Pursuant to the order passed by the Upper Collector and Competent Authority, Thane Agglomeration, Thane under Section 10 (3) of the Urban Land (Ceiling and Regulation) Act, 1976 (the “**ULC Act**”), the remark of surplus land was recorded in respect of inter alia the captioned land vide Mutation Entry no.752 dated March 4, 2003. Thereafter, Mutation Entry no.771 dated June 1, 2005 records that in accordance with Section 10 (5) of the ULC Act, the possession of the surplus land was taken by the Government, including that of the captioned land and accordingly, the same was mutated on record. Thereafter, the name of Manglya Hari Patil was deleted and the name of Government of Maharashtra was mutated as the holder vide Mutation Entry no.778 dated September 22, 2005. Subsequently, Mutation Entry no.908 dated February 17, 2011 records that since the Government has not taken the possession of inter alia the captioned land, the name of the Government of Maharashtra was deleted and the name of Manglya Hari Patil was mutated as the holder of inter alia the captioned land. We have not been furnished with the documents pertaining to the aforementioned proceedings under the ULC Act.
13. By and under an Agreement for Sale dated October 29, 2007 and registered with the office of the Sub-Registrar, Thane - 2, at Serial no.7873 of 2007, Manglya Hari Patil, Nana Manglya Patil, Budhya Manglya Patil, Hanuman Manglya Patil, Namdev Manglya Patil and Balaram Manglya Patil agreed to sell and transfer in favour of M/s. Raj Laxmi Properties Private Limited the captioned land, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.973 dated August 18, 2011. The vendors agreed to sell the land for legal and financial necessity of the family. Further, the vendors also executed a Power of Attorney dated October 26, 2007 and registered with the office of the Sub-Registrar, Thane, at Serial no.1068 of 2007 in favour of M/s. Raj Laxmi Properties Private Limited to enable it to undertake the acts, deeds and things mentioned therein.
14. Mutation Entry no.1108 dated April 20, 2013 pertains to recording of Notice of Lis Pendens filed by Man Global Limited and others against Shree Raj Laxmi Properties Private Limited and others in respect of inter alia the captioned land in relation to Arbitration Petition no.204 of 2013 (*incorrectly mentioned Regular Civil Suit in the mutation entry*) filed before the Bombay High Court. The said Notice of Lis Pendens is registered with the office of the Sub-Registrar, Thane – 2, at Serial no.3093 of 2013 on April 8, 2013. Accordingly, a remark of Lis Pendens was mutated in the other rights column of inter alia the captioned land. Pursuant to the Order dated January 30, 2004 passed by the Bombay High Court, the petition was disposed of in the manner set out

therein and consequently, the said remark of Lis Pendens was deleted vide Mutation Entry no.1165 dated June 27, 2014. Please see litigation section dealing with the said Arbitration Petition no.204 of 2013.

15. By and under a Deed of Assignment dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.10082 of 2011, Shree Raj Laxmi Properties Private Limited assigned and transferred in favour of M/s. Glory Township LLP all its rights and benefits under the aforementioned Agreement for Sale dated October 29, 2007 and the Power of Attorney executed in relation thereto, for the consideration and in the manner stated therein. Mutation Entry no.1031 dated April 23, 2012 records that pursuant to the aforementioned Deed of Assignment dated September 19, 2011, the charge of Raj Laxmi Properties Private Limited recorded in the other rights column was deleted and the name of M/s. Glory Township LLP was recorded in the other rights column.
16. By and under a Substituted Power of Attorney dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.549 of 2011, M/s. Shree Raj Laxmi Properties Private Limited, through its authorized Director Hardik Kishor Shah substituted itself with M/s. Glory Township LLP as the attorneys.
17. By and under a Release Deed dated January 20, 2012 and registered with the office of the Sub-Registrar, Thane – 5, at Serial no.656 of 2012, (a) Mainabai Tulshiram Bhagat, (b) Thakubai Chintaman Patil; heirs of Shantabai Ananta Mhatre, being (c) Ananta Goma Mhatre, (d) Santosh Ananta Mhatre, (e) Jijabai Vishwanath Patil, (f) Sitabai Dnyandev Patil, (g) Anjani Devidas Patil, (h) Babybai Prashant Bhagat released in favour of Budhya Manglya Patil, Nana Manglya Patil, Hanuman Manglya Patil, Namdev Manglya Patil and Balaram Manglya Patil, without any consideration, all their rights in inter alia the captioned land.
18. By and under a Confirmation Deed dated March 12, 2012 and registered with the office of the Sub-Registrar, Thane – 5, at Serial no.2196 of 2012, (a) Manglya Hari Patil, (b) Nana Manglya Patil, (c) Budha Manglya Patil, (d) Hanuman Manglya Patil, (e) Namdev Manglya Patil, (f) Balaram Manglya Patil, (g) Kanibai Manglya Patil, (h) Parvatibai Budha Patil, (i) Nitin Budha Patil, (j) Krishna Budha Patil, (k) Meenakshi Krishna Patil, (l) Sunita Sachin Patil, (m) Aparna Tejas Naik, (n) Anjani Nana Patil, (o) Jyotsna Sunil Bhoir, (p) Sadhana Sopan Patil, (q) Jayesh Nana Patil, (r) Rahul Nana Patil, (s) Banubai Hanuman Patil, (t) Nivrutti Hanuman Patil, (u) Sushila Nivrutti Patil, (v) Muktabai Sadashiv Mali, (w) Shobha Raju Patil, (x) Nanda Namdev Patil, (y) Raj

Namdev Patil, (z) Sneha Namdev Patil ((y) and (z) being minors, represented by their guardian father Namdev Manglya Patil above), (aa) Sunanda Balaram Patil, (bb) Nikita Balaram Patil, (cc) Arpita Balaram Patil, (dd) Rudra Balaram Patil ((bb) to (dd) being minors, represented by their guardian father Balaram Manglya Patil above) and (ee) Sachin Budha Patil confirmed the aforementioned Deed of Assignment dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.10082 of 2011 and the Power of Attorney dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.549 of 2011 executed in respect of the captioned land admeasuring 00 Hectares 45.2 Ares and also confirmed the receipt of the consideration. Further, Manglya Hari Patil and others (excluding Sachin Budha Patil) executed in favour of (b) to (f) above a Power of Attorney dated March 12, 2012 registered with the office of the Sub-Registrar, Thane – 5, at Serial no.226 of 2012, thereby enabling the attorneys to undertake the acts, deeds and things mentioned therein in respect of the captioned land. Manglya Hari Patil and others (excluding Sachin Budha Patil) also executed (a) a Declaration cum Indemnity notarized on July 4, 2012 in respect of the captioned land; and (b) an undated possession receipt in favour of M/s. Glory Township LLP.

19. By and under a Confirmation Deed dated March 19, 2012 and registered with the office of the Sub-Registrar, Thane – 5, at Serial no.2464 of 2012, Sachin Budha Patil inter alia confirmed the aforementioned Deed of Assignment dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.10082 of 2011; the Power of Attorney dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.549 of 2011; Agreement for Sale dated October 29, 2007 and registered with the office of the Sub-Registrar, Thane - 2, at Serial no.7873 of 2007 and Power of Attorney dated October 26, 2007 and registered with the office of the Sub-Registrar, Thane, at Serial no.1068 of 2007 executed in respect of the captioned land admeasuring 00 Hectares 45.2 Ares. Further, Sachin Budha Patil executed the following documents:
  - a. Power of Attorney dated March 19, 2012 registered with the office of the Sub-Registrar, Thane – 5, at Serial no.253 of 2012 in favour of M/s. Glory Township LLP, through its partners Indrajit Sarkar Nimbalkar, Naresh Sudama Khetwani and Amol Ashok Mandalik, thereby enabling the attorneys to undertake the acts, deeds and things mentioned therein in respect of the captioned land.
  - b. Power of Attorney dated March 19, 2012 registered with the office of the Sub-Registrar, Thane – 5, at Serial no.254 of 2012 in favour of (a) Nana Manglya Patil,

- (b) Budha Manglya Patil, (c) Hanuman Manglya Patil, (d) Namdev Manglya Patil and (e) Balaram Manglya Patil, thereby enabling the attorneys to undertake the acts, deeds and things mentioned therein in respect of the captioned land.
- c. Declaration and Indemnity notarized on July 4, 2012, executed in favour of M/s. Glory Township LLP in relation to the captioned land.
- d. Possession receipt in respect of the captioned land in favour of M/s. Glory Township LLP.
20. Further, Sachin Budha Patil also executed a Power of Attorney dated March 12, 2012 and registered with the office of the Sub-Registrar, Thane – 5, at Serial no.224 of 2012 in favour of Indrajit Sarkar Nimbalkar, Naresh Sudama Khetwani and Amol Ashok Mandlik, partners of M/s. Glory Township LLP, thereby enabling the attorney to undertake the acts, deeds and things mentioned therein in respect of the land bearing Survey no.88 Hissa no.4.
21. By and under a Sale Deed dated March 17, 2015 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.2738 of 2015, (a) Manglya Hari Patil, (b) Nana Manglya Patil, (c) Budha Manglya Patil, (d) Hanuman Manglya Patil, (e) Namdev Manglya Patil, (f) Balaram Manglya Patil ((a) to (f) through their power of attorney holder Shree Raj Laxmi Properties Private Limited), (g) Kanibai Manglya Patil, (h) Parvatibai Budha Patil, (i) Nitin Budha Patil, (j) Krishna Budha Patil, (k) Meenakshi Krishna Patil, (l) Sunita Sachin Patil, (m) Aparna Tejas Naik, (n) Anjani Nana Patil, (o) Jyotsna Sunil Bhoir, (p) Sadhana Sopan Patil, (q) Jayesh Nana Patil, (r) Rahul Nana Patil, (s) Banubai Hanuman Patil, (t) Nivrutti Hanuman Patil, (u) Sushila Nivrutti Patil, (v) Muktabai Sadashiv Mali, (w) Shobha Raju Patil, (x) Nanda Namdev Patil, (y) Raj Namdev Patil, (z) Sneha Namdev Patil ((y) and (z) being minors, represented by their guardian father Namdev Manglya Patil above), (aa) Sunanda Balaram Patil, (bb) Nikita Balaram Patil, (cc) Arpita Balaram Patil, (dd) Rudra Balaram Patil ((bb) to (dd) being minors, represented by their guardian father Balaram Manglya Patil above) and (ee) Sachin Budha Patil ((g) to (ee) represented by their constituted attorney Amol Ashok Mandlik), with the confirmation of M/s. Shree Raj Laxmi Properties Private Limited, sold and transferred in favour of M/s. Glory Township LLP, the captioned land admeasuring 00 Hectares 45.2 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.1202 dated May 25, 2015. Annexed to the Sale Deed is a copy of the Order bearing no.MS/Karya-4/Tenancy/63/SR-09/2014 dated October 21 2014 passed by the Upper Collector,

Thane. Under the said Order, permission was granted to M/s. Glory Township LLP to purchase the captioned land for non-agricultural use, on the terms and conditions mentioned therein. The said Order also requires M/s. Glory Township LLP to obtain permission for non-agricultural use of the land under Section 44 of the Maharashtra Land Revenue Code.

22. Village Form VII/XII for the period 2014-2015 to 2016-2017 records the name of M/s. Glory Township LLP, through its partners Gope Madhavdas Rochlani and Raja Gope Rochlani as the holder of the captioned land admeasuring 00 Hectares 45.20 Ares. The other rights column records the charge of M/s. Glory Township LLP pursuant to the agreement and a remark of subject to terms and conditions mentioned in Mutation Entry no.1208. A copy of the said mutation entry has not been provided to us.

#### **Survey no.89 admeasuring 00 Hectares 32.9 Ares**

1. We have been furnished with Village Form VII/XII in respect of the captioned land for the period 1946-1947 to 1970-1971 and 1980-1981 to 2005-2006 and 2010-2011 to 2016-2017. The VII/XII for the period 1946-1947 to 1970-1971 is not completely legible. VII/XII extract for the period 1980-1981 to 1994-1995 reflects the name of Manglya Hari Patil as the holder and the other rights column reflects charge of a society for Rs.8,700/-.
2. Mutation Entry no.113 dated July 10, 1932 records that on May 26, 1932, Vishnu Laxman Phadke purchased from Dharma Kalu Patil, Hari Kalu Patil, Kaba Nanaji Shet Thakkar inter alia the captioned land for Rs.1,425/-. We have not been furnished with a copy of the aforementioned sale deed and have relied upon the contents of the said mutation entry.
3. Mutation Entry no.263 does not pertain to the captioned land and therefore the records of the captioned land should be updated to delete the same from the records of the captioned land.
4. The names of Manglya Hari and Tikdya Hari were recorded as the protected tenants of inter alia the captioned land, owned by Vishnu Laxman Phadke vide Mutation Entry no.317 dated October 17, 1954.
5. Mutation Entry no.377 dated May 22, 1957 records that the tenant Vitthal Dharma expired 7-8 years prior to the date of the mutation and was survived by his brother Tikdya Hari and Manglya Hari.

6. Mutation Entry no.363 dated November 11, 1955 records that on August 18, 1955, Tikdya Hari Bhoir and Mangal Hari Bhoir purchased from Vishnu Laxman Phadke inter alia the captioned land for Rs.1,500/-. Since we have not been furnished with a copy of the aforementioned sale deed, we have relied upon the contents of the said mutation entry. It appears that Mangal Hari is mentioned as Manglya Hari in other mutation entries.
7. It is recorded vide Mutation Entry no.494 dated August 6, 1970 that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the land bearing Survey no.89 was converted to Hectares - Ares.
8. Mutation Entry no.517 dated September 22, 1972 is not reflected on the VII/XII of the captioned land. However, upon perusal thereof it is seen that Tikdya Hari Patil expired in or around the year 1970 and was survived by his son Dharma Tikdya Patil, daughter Parvati Tikdya and Bhagibai Tikdya and widow Changibai Tikdya. Accordingly, the name of Changibai Tikdya Patil, for self and as the guardian of the minor son and daughters was mutated on records of inter alia the captioned land.
9. By and under an Agreement for Sale dated November 20, 1978 and registered with the office of the Sub-Registrar, Thane, at Serial no.469 of 1978, (a) Changibai Tikdya Patil (for self and as the guardian of her son Dharma Tikdya Patil), (b) Parvati Ananta Thakur, (c) Bhagibai Tikdya Patil and (d) Manglya Hari Patil agreed to sell and transfer in favour of Urmila Aarsi Nigam, the land bearing Survey no.89, for the consideration and in the manner stated therein. Under the said Agreement, the vendors have received part consideration of Rs.5,000/- out of the total consideration of Rs.17,062.50/-. The Agreement records that the land was sold for financial necessity of the family.
10. Mutation Entry no.573 dated February 25, 1980 records that pursuant to partition between Manglya Hari Patil, Dharma Tikdya Patil, Changunabai Tikdya Patil, Parvatibai Tikdya Patil, Bhagibai Krishna Patil in or around the year 1968-1970, the captioned land admeasuring 00 Hectares 32.9 Ares came to the share of Manglya Hari Patil. It appears that the partition may have been an oral partition since there is no mention of any partition deed being executed.

11. Mutation Entry no.677 dated September 5, 1991 records charge of Daighar Seva Sahakari Society Limited on inter alia the captioned land in respect of loan of Rs.8,700/- availed of by Manglya Hari Patil from the society. However, on repayment of the said loan by Manglya Hari Patil, the charge and name of the Society was deleted from other rights' column of Village Form no. VII of the captioned land vide Mutation Entry no.753 dated March 13, 2003.
12. Pursuant to the order passed by the Upper Collector and Competent Authority, Thane Agglomeration, Thane under Section 10 (3) of the ULC Act, the remark of surplus land was recorded in respect of inter alia the captioned land vide Mutation Entry no.752 dated March 4, 2003. Thereafter, Mutation Entry no.771 dated June 1, 2005 records that in accordance with Section 10 (5) of the ULC Act, the possession of the surplus land was taken by the Government, including that of the captioned land and accordingly, the same was mutated on record. Thereafter, the name of Manglya Hari Patil was deleted and the name of Government of Maharashtra was mutated as the holder vide Mutation Entry no.778 dated September 22, 2005. Subsequently, Mutation Entry no.908 dated February 17, 2011 records that since the Government has not taken the possession of inter alia the captioned land, the name of the Government of Maharashtra was deleted and the name of Manglya Hari Patil was mutated as the holder of inter alia the captioned land. We have not been furnished with the documents pertaining to the aforementioned proceedings under the ULC Act.
13. By and under an Agreement for Sale dated October 26, 2007 registered with the office of the Sub-Registrar, Thane – 2, at Serial no.7868 of 2007, (a) Manglya Hari Patil, (b) Nana Manglya Patil, (c) Budhya Manglya Patil, (d) Hanuman Manglya Patil, (e) Namdev Manglya Patil and (f) Balaram Manglya Patil agreed to sell and transfer in favour of Rajlaxmi Properties Private Limited, through M/s. Glory Township LLP, through Amol Ashok Mandlik, an area admeasuring 00 Hectares 22.9 Ares out of the captioned land, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.979 dated August 18, 2011. Pursuant thereto, the name of Rajlaxmi Properties Private Limited was mutated in the other rights column of VII/XII extract of the captioned land. Upon perusal of the said Agreement for Sale, it is seen that the vendors were entitled to constructed premises and monetary consideration. In furtherance to the said Agreement, the vendors therein also executed a Power of Attorney dated August 26, 2007 and registered with the office of the Sub-Registrar, Thane, at Serial no.1069 of 2007, in favour of the purchaser to enable the purchaser to undertake the acts, deeds and things mentioned therein.

14. By and under a Deed of Assignment dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.10082 of 2011, M/s. Shree Raj Laxmi Properties Private Limited (“**Raj Laxmi Properties**”) assigned and transferred in favour of M/s. Glory Township LLP all its rights and benefits under the aforementioned Agreement for Sale dated October 29, 2007 registered with the office of the Sub-Registrar, Thane – 2, at Serial no.7868 of 2007 and the Power of Attorney executed in relation thereto, for the consideration and in the manner stated therein. We have been informed by M/s. Glory Township LLP that the entire consideration under the aforementioned Deed has been paid to Raj Laxmi Properties and nothing is due and / or payable to Raj Laxmi Properties.
15. By and under a Substituted Power of Attorney dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.549 of 2011, M/s. Shree Raj Laxmi Properties Private Limited, through its authorized Director Hardik Kishor Shah substituted itself with M/s. Glory Township LLP as the attorneys.
16. By and under a Release Deed dated January 20, 2012 and registered with the office of the Sub-Registrar, Thane – 5, at Serial no.656 of 2012, (a) Mainabai Tulshiram Bhagat, (b) Thakubai Chintaman Patil; heirs of Shantabai Ananta Mhatre, being (c) Ananta Goma Mhatre, (d) Santosh Ananta Mhatre, (e) Jijabai Vishwanath Patil, (f) Sitabai Dnyandev Patil, (g) Anjani Devidas Patil, (h) Babybai Prashant Bhagat released in favour of Budhya Manglya Patil, Nana Manglya Patil, Hanuman Manglya Patil, Namdev Manglya Patil and Balaram Manglya Patil, without any consideration, all their rights in inter alia the captioned land.
17. By and under a Cancellation Deed dated March 12, 2012 and registered with the office of the Sub-Registrar, Thane – 5, at Serial no.2188 of 2012, the aforementioned Agreement for Sale dated October 26, 2007 registered with the office of the Sub-Registrar, Thane – 2, at Serial no.7868 of 2007 was cancelled. The said Cancellation Deed records that since the developer had no interest in development the said land for various reasons, the Agreement was cancelled and since no development has been undertaken, no consideration was to be paid to the vendors. The Cancellation Deed further records that the Power of Attorney dated October 29, 2007 registered with the office of the Sub-Registrar, Thane, at Serial no.1069 of 2010 has been revoked. It is pertinent to note that the aforementioned Agreement was executed in respect of 00 Hectares 22.9 Ares whereas the Cancellation Deed has been executed in respect of 00 Hectares 20 Ares. In response to our requisition regarding the discrepancy, we have

been informed that the mention of 20 Ares instead of 22.9 Ares in the Cancellation Deed is a typographical error and that the Cancellation Deed is in respect of 22.9 Ares.

18. By and under a Development Agreement dated March 12, 2012 and registered with the office of the Sub-Registrar, Thane – 5, at Serial no.2460 of 2012, (a) Manglya Hari Patil, (b) Kanibai Manglya Patil, (c) Budha Manglya Patil, (d) Parvatibai Budha Patil, (e) Nitin Budha Patil, (f) Krishna Budha Patil, (g) Meenakshi Krishna Patil, (h) Sachin Budha Patil, (i) Sunita Sachin Patil, (j) Aparna Tejas Naik, (k) Nana Manglya Patil, (l) Anjani Nana Patil, (m) Jyotsna Sunil Bhoir, (n) Sadhana Sopan Patil, (o) Jayesh Nana Patil, (p) Rahul Nana Patil, (q) Hanuman Manglya Patil, (r) Banubai Hanuman Patil, (s) Nivrutti Hanuman Patil, (t) Sushila Nivrutti Patil, (u) Muktabai Sadashiv Mali, (v) Shobha Raju Patil, (w) Namdev Manglya Patil, (x) Nanda Namdev Patil, (y) Raj Namdev Patil, (z) Sneha Namdev Patil ((y) and (z) being minors, represented by their guardian father (w) above), (aa) Balaram Manglya Patil, (bb) Sunanda Balaram Patil, (cc) Nikita Balaram Patil, (dd) Arpita Balaram Patil and (ee) Rudra Balaram Patil ((cc) to (ee) being minors, represented by their guardian father (aa) above) granted in favour of M/s. Glory Township LLP, the development rights in respect of the captioned land admeasuring 00 Hectares 32.9 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.1026 dated March 22, 2012. Pursuant to the above, the name of M/s. Glory Township LLP was mutated in the other rights column of VII/XII. Upon perusal of the said Development Agreement, it is seen that

- a. The development rights were granted for legal and financial necessity of the family;
- b. The landowners are entitled to 15,970 square feet (carpet area) equivalent to 22,700 square feet (built-up area) i.e. 48% of the total construction and monetary consideration of Rs.25,00,000/- and refundable deposit of Rs.20,00,000/-. The landowners have confirmed receipt of the monetary consideration of Rs.25,00,000/- under a separate receipt annexed to the Development Agreement. The cheques are dated April 5, 2012 and May 5, 2012. M/s. Glory Township LLP has informed that the said cheques have been encashed by the landowners;
- c. As per the terms of the Development Agreement, M/s. Glory Township LLP is to provide the landowners with constructed premises within 42 months of the registration of the said Development Agreement (with further 3 + 6 months

grace period) failing which the refundable deposit amount of Rs.20,00,000/- is to be forfeited and thereafter, the landowners are to be given higher monetary consideration. Further, in the event TDR is purchased by the developer, 15% of the premises constructed using such TDR shall be given by the developer to the landowners. It appears that as per the terms of the Development Agreement, the time period for handing over of the aforementioned premises has expired. However, we have been furnished with a Letter dated September 1, 2015 wherein M/s. Glory Township LLP has requested Nana Manglya Patil to collect the allotment letter of his premises from their office. Thereafter, vide its letter dated October 23, 2015, M/s. Glory Township LLP has again requested Nana Manglya Patil to take the allotment letter in respect of his premises. M/s. Glory Township LLP has informed us that the said allotment letter has not been collected by Nana Manglya Patil till date.

19. In furtherance of the aforementioned Development Agreement, the landowners also executed a Power of Attorney dated March 19, 2012 and registered with the office of the Sub-Registrar, Thane, at Serial no.255 of 2012 in favour of Indrajit Sarkar Nimbalkar, Naresh Sudama Khetwani and Amol Ashok Mandlik, partners of M/s. Glory Township LLP, thereby enabling them to undertake the acts, deeds and things mentioned therein. Further, Manglya Hari Patil and others executed in favour of Nana Manglya Patil, Budhya Manglya Patil, Hanuman Manglya Patil, Namdev Manglya Patil and Balaram Manglya Patil a Power of Attorney dated March 12, 2012 registered with the office of the Sub-Registrar, Thane – 5, at Serial no.257 of 2012, thereby enabling the attorneys to undertake the acts, deeds and things mentioned therein in respect of the captioned land. Manglya Hari Patil and others (excluding Sachin Budha Patil and Sunita Sachin Patil) also executed (a) a Declaration cum Indemnity notarized on July 4, 2012 in respect of the captioned land; and (b) an undated possession receipt in favour of M/s. Glory Township LLP.

By and under a Notice dated June 22, 2016, addressed by Nana Manglya Patil, Budhya Manglya Patil, Hanuman Manglya Patil, Balaram Manglya Patil, Namdev Manglya Patil and Nayanabai Tulshiram Bhagat, through their Advocate Madhukar A. Patil to Indrajit Sarkar Nimbalkar, Nana Manglya Patil and others have inter alia alleged that M/s. Glory has not given them the constructed premises within the time stipulated under the Development Agreement and as such the security deposit of Rs.20,00,000/- is forfeited and that the developer now has no connection with the land bearing Survey no.89.

By and under a Reply dated July 18, 2016, M/s. Glory Township LLP has, through P & P Legal, Advocates and Solicitors replied to the Notice and have denied the allegations made by Nana Manglya Patil and others. M/s. Glory has inter alia stated that M/s. Glory faced hardships and delay in development of the captioned land as well as adjoining properties as Nana Manglya Patil and others failed to fulfill their obligations as per the Development Agreement and that M/s. Glory is entitled to claim compensation from Nana Manglya Patil and others for their misrepresentation, delaying tactics and non-cooperation. M/s. Glory has informed us that no further notice / reply have come from Nana Manglya Patil and others to the said reply.

20. By and under an Agreement dated August 4, 2017 and registered with the office of the Sub-Registrar, Thane – 5, at Serial no.9282 of 2017 executed between (a) Budhya Manglya Patil, (b) Nana Manglya Patil, (c) Hanuman Manglya Patil, (d) Namdev Manglya Patil (for self and as the Karta of the family), (e) Balaram Manglya Patil (for self and as the Karta of the family), (f) Parvatibai Budha Patil, (g) Nitin Budha Patil, (h) Krishna Budha Patil, (i) Meenakshi Krishna Patil, (j) Sachin Budha Patil, (k) Sunita Sachin Patil, (l) Deepali Tejas Naik, (m) Anjani Nana Patil, (n) Jyotsna Sunil Bhoir, (o) Sadhana Sopan Patil, (p) Jayesh Nana Patil, (q) Rahul Nana Patil, (r) Banubai Hanuman Patil, (s) Nivrutti Hanuman Patil, (t) Sushila Nivrutti Patil, (u) Muktabai Sadashiv Mali, (v) Shobha Raju Patil, (v) Nanda Namdev Patil, (w) Raj Namdev Patil, (x) Sneha Namdev Patil ((w) and (x) being minors, represented by their guardian father Namdev Manglya Patil), (y) Sunanda Balaram Patil, (z) Nikita Balaram Patil, (aa) Aparna Balaram Patil and (ab) Rudra Balaram Patil ((aa) to (ab) being minors, represented by their guardian father Balaram Manglya Patil) and M/s. Glory Township LLP, the parties thereto modified certain terms and conditions of the aforementioned Development Agreement dated March 12, 2012 and registered with the office of the Sub-Registrar, Thane – 5, at Serial no.2460 of 2012. The modifications inter alia include: The name of Aparna Tejas Naik is mentioned as Deepali Tejas Naik in the document. M/s. Glory has informed us that the name of Aparna has been changed to Deepali. However, we have not been furnished with any documents in support thereof.
- a. The landowners are entitled to 17,500 square feet (carpet area) (subject to maximum of 17,510 square feet) premises constructed on the land bearing Survey no.90 Hissa no.2/4 or Survey no.101/5 or Survey no.89, using 50% of the basic FSI of the land and 15% of the credit FSI (TDR).
- b. The landowners are entitled to additional monetary consideration of Rs.75,00,000/- ;

In furtherance of the aforementioned Agreement, the landowners also executed a Power of Attorney dated August 4, 2017 and registered with the office of the Sub-Registrar, Thane – 5, at Serial no.9284 of 2017 in favour of Gope Madhavdas Rochlani and Raja Gope Rochlani, partners of M/s. Glory Township LLP, thereby enabling them to undertake the acts, deeds and things mentioned therein.

21. Mutation Entry no.1108 dated April 20, 2013 pertains to recording of Notice of Lis Pendens filed by Man Global Limited and others against Shree Raj Laxmi Properties Private Limited and others in respect of inter alia the captioned land in relation to Arbitration Petition no.204 of 2013 (*incorrectly mentioned Regular Civil Suit in the mutation entry*) filed before the Bombay High Court. The said Notice of Lis Pendens is registered with the office of the Sub-Registrar, Thane – 2, at Serial no.3093 of 2013 on April 8, 2013. Accordingly, a remark of Lis Pendens was mutated in the other rights column of inter alia the captioned land. Pursuant to the Order dated January 30, 2004 passed by the Bombay High Court, the petition was disposed of in the manner set out therein and consequently, the said remark of Lis Pendens was deleted vide Mutation Entry no.1165 dated June 27, 2014. Please see litigation section dealing with the said Arbitration Petition no.204 of 2013.
22. Mutation Entry no.1240 dated December 30, 2015 records that Manglya Hari Patil expired on October 23, 2015 and was survived by (a) Kanubai Manglya Patil, (b) Budha Manglya Patil, (c) Nana Manglya Patil, (d) Hanuman Manglya Patil, (e) Namdev Manglya Patil, (f) Balaram Manglya Patil, (g) Mainabai Tulshiram Bhagat, (h) Thakubai Chintaman Patil, (i) Jijabai Vishwanath Patil, (j) Sitabai Dnyandev Patil, (k) Anjani Devidas Patil, (l) Babybai Prashant Bhagat and (m) Santosh Ananta Mhatre (son of predeceased daughter Shantabai Ananta Mhatre). Accordingly, the names of the heirs were mutated on records of inter alia the land bearing Survey no.89. It is pertinent to note that the said mutation entry is not reflected on the Village Form VII. By and under a Deed of Release dated July 13, 2007 registered with the office of the Sub-Registrar, Thane – 9, at Serial no.6951 of 2016, (a) Kanubai Manglya Patil, (b) Mainabai Tulshiram Bhagat, (c) Thakubai Chintaman Patil, (d) Jijabai Vishwanath Patil, (e) Sitabai Dnyandev Patil, (f) Anjani Devidas Patil, (g) Babybai Prashant Bhagat and (h) Santosh Ananta Mhatre released in favour of Budha Manglya Patil, Nana Manglya Patil, Hanuman Manglya Patil, Namdev Manglya Patil and Balaram Manglya Patil all their rights in inter alia the captioned land.

23. Village Form VII/XII for the period 2014-2015 to 2016-2017 in respect of the captioned land records the names of (a) Budha Manglya Patil, (b) Nana Manglya Patil, (c) Hanuman Manglya Patil, (d) Namdev Manglya Patil and (e) Balaram Manglya Patil as the holders of the captioned land admeasuring 00 Hectares 32.9 Ares. The other rights column reflects a charge of M/s. Glory Township LLP, through its partner Indrajit Sarkar Nimbalkar pursuant to the development agreement.

**Survey no.90 Hissa no.1 admeasuring 00 Hectares 27.60 Ares**

1. We have been furnished with Village Form VII/XII in respect of the land bearing Survey no.90 Hissa no.1 for the period 1980-1981 to 2005-2006 and 2010-2011 to 2016-2017. The VII/XII extract for the period 1980-1981 to 1994-1995 reflects the name of Shashikant Waman Patil as the holder and the other rights column reflects a charge of Vastimal Narsingji Shet for Rs.115/-. We have been furnished with a letter dated September 29, 2015 whereunder the Tehsildar, Thane has inter alia stated that the VII/XII extracts for the period 1950 in respect of the lands bearing Survey nos.90/1 and 90/2 are torn and mutilated and as such copies of the extracts cannot be furnished.
2. Mutation Entry no.127 dated January 15, 1934 records that pursuant to an application made by Ganpat Kanu and Balu Kane, the name of Laxman Ganu was mutated on record as the holder of inter alia the captioned land.
3. The charge of Dhanko Bastimal Narsingji for Rs.115/- was recorded on the lands bearing Survey no.90, Survey no.90 Hissa no.3 and Survey no.92 Hissa no.3 vide Mutation Entry no.274 dated April 3, 1951. The said mutation entry also records that the loan was availed of by Laxman Ganu. Pursuant to the Taluka order bearing no.4080 dated May 23, 1996, the charge of Dhanko Bansimal Narsingji of Rs.115/- recorded in the other rights column of VII/XII of the land bearing Survey no.90 Hissa no.1, was deleted vide Mutation Entry no.704 dated May 24, 1996.
4. It is recorded vide Mutation Entry no.494 dated August 6, 1970 that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the areas of the captioned lands were converted to Hectares - Ares.
5. By and under a Sale Deed dated March 9, 1972 and registered with the office of the Sub-Registrar, Thane, at Serial no.154 of 1972, Isabel Miyal Michael purchased from Laxman Ganu Patil, Bhagirath Laxman Patil, Motiram Laxman Patil and Raghunath

Bhagirath Patil the land bearing Survey no.90 Hissa no.1 for Rs.8,000/-, which fact has been recorded vide Mutation Entry no.518 dated October 9, 1972. The said Sale Deed makes reference to an Agreement for Sale dated August 31, 1971 and registered with the office of the Sub-Registrar, Thane, at Serial no.552 of 1971. Upon perusal thereof, it is seen that the Agreement for Sale was executed by Laxman Ganu Patil and Motiram Laxman Patil in favour of Isabel Miyal Michael in respect of the land bearing Survey no.90 Hissa no.1 admeasuring 00 Hectares 27.60 Ares and the vendors had received part consideration of Rs.2,000/- out of the total consideration of Rs.8,000/-.

6. By and under a Sale Deed dated December 22, 1975 and registered with the office of the Sub-Registrar, Thane, at Serial no.749 of 1975, Isabel Michael sold and transferred in favour of Harbanslal Karmchand Parivar the land bearing Survey no.90 Hissa no.1 admeasuring 00 Acres 27.25 Gunthas and the land bearing Survey no.90 Hissa no.4 (part) admeasuring 00 Acres 34 Gunthas for Rs.20,000/-, which fact has been recorded vide Mutation Entry no.554 dated June 10, 1977. In terms of the said Sale Deed, Rs.8,000/- was paid to the vendor at the time of execution of the Sale Deed and the balance of Rs.12,000/- was to be paid to the vendor by monthly instalment of Rs.1,000/-. We have been informed by M/s. Glory that the entire consideration has been paid by the purchaser to the vendor, though we have not been furnished with any separate documents in this regard.

7. Mutation Entry no.591 dated November 18, 1983 records that pursuant to an auction conducted by the Civil Judge, Senior Division, Thane, the land bearing Survey no.90 and Hissa nos.1 and 4 were transferred from Super Rubber Industries, represented by its partners Harbans Karmchand Sharma alias Parivar and Nisha Rasiklal Shah in favour of Shashikant Waman Patil. We have been furnished with a photocopy of the Certificate of Sale (*Dakhle Patre*) dated June 14, 1983 and registered with the office of the Sub-Registrar, Thane, at Serial no.1898 of 1983 whereunder the aforementioned transfer has been recorded. The said Certificate records that one Salesar Marketing Private Limited had filed Suit no.1038 of 1977 before the Bombay High Court against Super Rubber Industries for recovery of money. Pursuant to the Order dated November 14, 1977 passed against Super Rubber Industries, Special Darkhast no.2 of 1982 was filed by Salesar Marketing Private Limited before the Civil Judge, Thane for sale of the properties of Super Rubber Industries for recovery of money. Accordingly, the properties of the partnership firm and the partners were auctioned and the bid received from Shashikant Waman Patil for the captioned lands i.e. Survey no.90 Hissa no.4 (part) admeasuring 00 Acres 34 Gunthas and Survey no.90 Hissa

no.1 (part) admeasuring 00 Hectares 26.04 Gunthas was the highest. We have relied upon the contents of the said Certificate of Sale and the mutation entry.

8. Mutation Entry no.756 dated September 11, 2003 records that pursuant to the computerization of the records and the orders passed in relation thereto, the lands bearing Survey no.90 Hissa no.1 admeasuring 00 Hectares 27.7 Ares was recorded to admeasure 00 Hectares 27.6 Ares, held by Shashikant Waman Patil.
9. The common flow of title for the lands bearing Survey no.90 Hissa no.1 and 4A and the same is set out in the section titled Common Flow of Title below.

**Survey no.90 Hissa no.4/2 admeasuring 00 Hectares 34.40 Ares:**

1. We have been furnished with Village Form VII/XII in respect of the land bearing Survey no.90 Hissa no.4A for the period 1946-1947 to 1977-1978, 1980-1981 to 2005-2006 and 2014-2015 to 2016-2017. The VII/XII extract for the period 1946-1947 to 1977-1978 is not completely legible. The VII/XII extract for the period 1980-1981 to 1994-1995 reflects the name of Shashikant Waman Patil as the holder. The captioned land was earlier bearing Survey no.90 Hissa no.4 (part).
2. Mutation Entry no.211 dated January 9, 1944 records that Hira Ganpat Patil and Charya Ganpat Patil stated that their father had agreed to return the captioned land to Parsha Govind Patil upon repayment of the loan and interest thereon and that since Parsha Govind Patil had repaid the loan alongwith interest, they had no objection to the name of Parsha Govind Patil being recorded as the holder of the land bearing Survey no.90 Hissa no.4.
3. Mutation Entry no.244 dated April 30, 1946 records that on March 30, 1946, Parshuram and Babu Govind Patil sold in favour of Safia Begam Mohammed Jafar Shaikh the land bearing Survey no.90 Hissa no.4 under a conditional sale for a period of five years. It appears that Parsha Govind Patil is referred to as Parshuram Govind Patil in the said mutation entry. Since we have not been furnished with a copy of the said Sale Deed, we have relied upon the contents of the said mutation entry. Thereafter, by and under a Sale Deed dated May 22, 1952 and registered with the office of the Sub-Registrar, Kalyan, at Serial no.553 of 1952, Baburao Govind Patil purchased from Safia Begam Mohammed Jafar Shaikh the land bearing Survey no.90 Hissa no.4, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.284 dated June 25, 1952. The said Sale Deed records that the purchaser was in possession of the aforementioned land as a tenant thereof.

4. The names of Parshuram and Baburao Govind were recorded as the protected tenants of the land bearing Survey no.90 Hissa no.4 vide Mutation Entry no.356 dated October 17, 1954. Though Baburao Govind had already purchased the said land in the manner set out in Mutation Entry no.284 above and Safia Begam Mohammed Jafar Shaikh had sold the said land, it is not clear as to why the names of Parshuram and Baburao were recorded as protected tenants. On a perusal of the available records, no proceedings under Section 32G of the Tenancy Act were conducted subsequently.
5. Mutation Entry no.434 dated January 30, 1964 records that Sukrya Mahadu Ambekar had availed of a loan of Rs.500/- for rebuilding his house which was destroyed in fire. Accordingly, a charge of Rs.500/- was created on inter alia the land bearing Survey no.90 Hissa no.4. We have not been furnished with the documents under which the said charge was cleared. No documents or information have been provided to us explaining the manner in which Sukrya Mahadu Ambekar became entitled to land bearing Survey no. 90 Hissa No.4 or to create a charge thereon.
6. On a perusal of Sale Deed dated January 28, 1967 registered with the office of the Sub-Registrar, Thane, at Serial no.109 of 1967, it is seen that Baburao Govind Patil and Parshuram Govind Patil sold and transferred in favour of Narayan Mahadu Patil, the land bearing Survey no.36 Hissa no.3 admeasuring 00 Hectares 39 Ares, for the consideration and in the manner stated therein. By and under a Correction Deed dated February 15, 1968 and registered with the office of the Sub-Registrar, Thane at Serial no.202 of 1968, Baburao Govind Patil, Parshuram Govind Patil and Narayan Mahadu Patil corrected the description of the land from Survey no.36 Hissa no.3 to Survey no.90 Hissa no.4
7. Thereafter, by and under an Indenture of Sale dated November 11, 1967 and registered with the office of the Sub-Registrar, Thane, at Serial no.1075 of 1967, Narayan Mahadu Patil sold and transferred in favour of Isabel Thacheil Michael, with the confirmation of Shakuntala Anant Parajape, the land bearing Survey no.90 Hissa no.4, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.465 dated May 8, 1969. The Indenture of Sale dated November 11, 1967 incorrectly recorded Survey no.36 Hissa no.3, which was subsequently corrected vide a Correction Deed dated February 7, 1969 and registered with the office of the Sub-Registrar, Thane, at Serial no.102 of 1969 and Declaration dated February 7, 1969 and registered with the office of the Sub-Registrar, Thane, at Serial no.103 of 1969. Mutation Entry no.463 inadvertently recorded the land as bearing Survey no.36 Hissa no.3 and pursuant to the Correction Deed and the

Declaration, the description was corrected to record Survey no.90 Hissa no.4. In view of the corrections, Mutation Entry no.463 was cancelled. The said Indenture records that the vendor had by under an Agreement dated October 3, 1966, agreed to sell the captioned land to the confirming party (Shakuntala Anant Paranjape) and thereafter, under the said Indenture, the vendor, with the confirmation of the confirming party is selling the captioned land in favour of Isabel Thacheil Michael. The said Indenture further records that the vendor and the purchaser had jointly applied to the District Deputy Collector, Thana for permission to purchase the land under the provisions of the Tenancy Act and a permission bearing no.TNCR/207/67 dated September 23, 1967 was granted to the purchaser to purchase the captioned land for the purpose of poultry. We have not been furnished with a copy of the said permission.

8. It is recorded vide Mutation Entry no.494 dated August 6, 1970 that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
9. By and under a Sale Deed dated December 22, 1975 and registered with the office of the Sub-Registrar, Thane, at Serial no.749 of 1975, Isabel Michael sold and transferred in favour of Harbanslal Karmchand Parivar the land bearing Survey no.90 Hissa no.1 admeasuring 00 Acres 27.25 Gunthas and the land bearing Survey no.90 Hissa no.4 (part) admeasuring 00 Acres 34 Gunthas for Rs.20,000/-, which fact has been recorded vide Mutation Entry no.554 dated June 10, 1977. In terms of the said Sale Deed, Rs.8,000/- was paid to the vendor at the time of execution of the Sale Deed and the balance of Rs.12,000/- was to be paid to the vendor by monthly instalment of Rs.1,000/-. We have been informed by M/s. Glory that the entire consideration has been paid by the purchaser to the vendor, though we have not been furnished with any documents evidencing the same.
10. Mutation Entry no.591 dated November 18, 1983 records that pursuant to an auction conducted by the Civil Judge, Senior Division, Thane, the land bearing Survey no.90 and Hissa nos.1 and 4 were transferred from Super Rubber Industries, represented by its partners Harbans Karmchand Sharma alias Parivar and Nisha Rasiklal Shah in favour of Shashikant Waman Patil. We have been furnished with a photocopy of the Certificate of Sale (*Dakhle Patre*) dated June 14, 1983 and registered with the office of the Sub-Registrar, Thane, at Serial no.1898 of 1983 whereunder the aforementioned transfer has been recorded. The said Certificate records that one Salesar Marketing

Private Limited had filed Suit no.1038 of 1977 before the Bombay High Court against Super Rubber Industries for recovery of money. Pursuant to the Order dated November 14, 1977 passed against Super Rubber Industries, Special Darkhast no.2 of 1982 was filed by Salesar Marketing Private Limited before the Civil Judge, Thane for sale of the properties of Super Rubber Industries for recovery of money. Accordingly, the properties of the partnership firm and the partners were auctioned and the bid received from Shashikant Waman Patil for the captioned lands i.e. Survey no.90 Hissa no.4 (part) admeasuring 00 Acres 34 Gunthas and Survey no.90 Hissa no.1 (part) admeasuring 00 Hectares 26.04 Gunthas was the highest. We have relied upon the contents of the said Certificate of Sale and the mutation entry.

11. Mutation Entry no.756 dated September 11, 2003 records that pursuant to the computerization of the records and the orders passed in relation thereto, the lands bearing Survey no.90 Hissa no.4 (part) admeasuring 00 Hectares 34.5 Ares was renumbered to Survey no.90 Hissa no.4/A admeasuring 00 Hectares 34.5 Ares, held by Shashikant Waman Patil.
12. Mutation Entry no.888 dated September 3, 2010 records that pursuant to an Order passed under Section 8 (4) of the ULC Act, inter alia the land bearing Survey no.90 Hissa no.4 (part) was declared as surplus land and remark in relation thereto was recorded in the other rights column of VII/XII. Thereafter, pursuant to repeal of the ULC Act and on account of the Government not having taken possession of the captioned land, the remark of surplus land was deleted and the name of Shashikant Waman Patil was mutated. Since we have not been furnished with the documents pertaining to the ULC proceedings, we have relied upon the contents of the said mutation entry.
13. We have been furnished with Hissa Form no.12 bearing Correction Register no.749 of 2012 in respect of the captioned land. Upon perusal thereof, it is seen that the land bearing Survey no.90 Hissa no.4 admeasuring 00 Hectares 42.5 Ares was sub-divided into Survey no.90 Hissa no.4/1 admeasuring 00 Hectares 08.1 Ares recorded to be held by MIDC and Survey no.90 Hissa no.4/2 admeasuring 00 Hectares 34.4 Ares recorded to be held by Shashikant Waman Patil and having charge of M/s. Glory Township LLP. Though the Hissa Form no.12 records the land bearing Survey no.90/4/2 to admeasure 34.4 Ares, the latest VII/XII records the same as 34.5 Ares.
14. The common flow of title for the lands bearing Survey no.90 Hissa no.1 and 4A is set out hereunder:

### **Common Flow of Title:**

1. By and under an Agreement for Sale dated July 23, 2007 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.5401 of 2007, Shashikant Waman Patil agreed to sell and transfer in favour of M/s. Rajlaxmi Properties Private Limited, the land bearing Survey no.90 Hissa no.1 admeasuring 00 Hectares 27.60 Ares and the land bearing Survey no.90 Hissa no.4A admeasuring 00 Hectares 34.50 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.976 dated August 18, 2011. Pursuant to the said transaction, the name of the purchaser was mutated in the other rights column of VII/XII.
2. In furtherance of the said Agreement, Shashikant Waman Patil also executed a Power of Attorney dated July 23, 2007 and registered with the office of the Sub-Registrar, Thane, at Serial no.643 of 2007 in favour of Raj Laxmi Properties Private Limited, thereby enabling Raj Laxmi Properties Private Limited to undertake the acts, deeds and things mentioned therein.
3. By and under a Agreement for Releasing Possession dated August 25, 2011, notarized and recorded at Serial no.2168 of 2011, Lalchand Parshuram Patil, Ananta Baburao Patil, Ramesh Baburao Patil, Vijay Baburao Patil, Premnath Baburao Patil, Shivnath Parshuram Patil, Rupak Shyam Patil and Sandeep Shyam Patil released in favour of Rajlaxmi Properties Private Limited their possession the lands bearing Survey no.90 Hissa nos.1 and 4A, collectively admeasuring 6,210 square meters, for the consideration and in the manner stated therein. The said document inter alia records that though the names of Lalchand Parshuram Patil and others are not reflected in any record, they were in physical possession of the aforementioned lands and in consideration of the amount of Rs.78,00,000/- paid by Rajlaxmi Properties Private Limited to them, they handed over possession of the aforementioned lands to Rajlaxmi Properties Private Limited. In furtherance of the aforementioned document, Lalchand Parshuram Patil and others also executed a Power of Attorney notarized on August 25, 2011 and recorded at Serial no.2169 of 2011, in favour of Rajlaxmi Properties Private Limited thereby enabling the attorney to undertake the acts, deeds and things mentioned therein. The said Power of Attorney inter alia reflects the total consideration as Rs.80,00,000/- instead of Rs.78,00,000/- as reflected in the Agreement dated August 25, 2011. Lalchand Parshuram Patil and others also executed in favour of Rajlaxmi Properties Private Limited a Declaration notarized on August 25, 2011 and recorded at Serial no.2168 of 2011 (the same appears to be an incorrect number since the Agreement was recorded at Serial no.2168 of 2011). The fact of handing over of

the possession is also recorded in the Possession receipt notarized on August 25, 2011 and recorded at Serial no.2168 of 2011 (the same appears to be an incorrect number since the Agreement was recorded at Serial no.2168 of 2011). M/s. Glory has informed us that the entire consideration has been paid by Rajlaxmi Properties Private Limited.

4. By and under a Deed of Assignment dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.10082 of 2011, M/s. Shree Raj Laxmi Properties Private Limited assigned and transferred in favour of M/s. Glory Township LLP all its rights and benefits under the aforementioned Agreement for Sale dated August 2, 2007 and the Power of Attorney executed in relation thereto, for the consideration and in the manner stated therein. Mutation Entry no.1031 dated April 23, 2012 records that pursuant to the aforementioned Deed of Assignment dated September 19, 2011, the charge of Raj Laxmi Properties Private Limited recorded in the other rights column was deleted and the name of M/s. Glory Township LLP was recorded in the other rights column.
5. By and under a Substituted Power of Attorney dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.549 of 2011, M/s. Shree Raj Laxmi Properties Private Limited, through its authorized Director Hardik Kishor Shah substituted itself with M/s. Glory Township LLP as the attorneys.
6. By and under a Deed of Confirmation dated May 16, 2012 with the office of the Sub-Registrar, Thane – 2, at Serial no.4613 of 2012 executed between Raghunath Bhagirath Patil, Sarsubai Mahadu Mhatre, Kalpana Kisan Pawar, Gurunath Motiram Patil, Yashoda Motiram Patil alias Yashoda Shantaram Ghurav and Anusuya Maruti Patil of the one part and Indrajit Sarkar Nimbalkar, partner of M/s. Glory Township LLP of the second part, the parties of the one part confirmed the (i) Sale Deed dated December 22, 1975 and registered with the office of the Sub-Registrar, Thane, at Serial no.749 of 1975, (ii) Certificate of Sale (*Dakhle Patre*) dated June 14, 1983 and registered with the office of the Sub-Registrar, Thane, at Serial no.1898 of 1983, (iii) Agreement for Sale dated July 23, 2007 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.5401 of 2007; (iv) Power of Attorney dated July 23, 2007 and registered with the office of the Sub-Registrar, Thane, at Serial no.643 of 2007; (v) Deed of Assignment dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.10082 of 2011 and (vi) Substituted Power of Attorney dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.549 of 2011. The said Declaration also records that

copy of the Sale Deed dated March 9, 2012 is not available and that they have received the consideration of Rs.4,00,000/- from the party of the second part.

7. Further, upon perusal of a photocopy of the Declaration cum Consent Deed dated May 21, 2012 registered with the office of the Sub-Registrar, Thane – 2, at Serial no.4781 of 2012 executed between Mohan Bhagirath Patil and Indrajit Sarkar Nimbalkar, partner of M/s. Glory Township LLP, it is seen that Mohan Bhagirath Patil (heir of late Bhagirath Laxman Patil) inter alia confirmed the aforementioned Sale Deed dated March 9, 1972 registered with the office of the Sub-Registrar of Assurances. The said Deed further records that:
  - a. Copy of the Sale Deed dated March 9, 1972 was not available.
  - b. Mohan Bhagirath Patil confirmed that he has received the consideration of Rs.4,00,000/- pursuant to the Deed of Confirmation dated May 16, 2012 registered with the office of the Sub-Registrar, Thane – 2, at Serial no. 4613 of 2012;
  - c. Further, Mohan Bhagirath Patil confirmed the (i) Sale Deed dated December 22, 1975 and registered with the office of the Sub-Registrar, Thane, at Serial no.749 of 1975, (ii) Certificate of Sale (*Dakhle Patre*) dated June 14, 1983 and registered with the office of the Sub-Registrar, Thane, at Serial no.1898 of 1983, (iii) Agreement for Sale dated July 23, 2007 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.5401 of 2007; (iv) Power of Attorney dated July 23, 2007 and registered with the office of the Sub-Registrar, Thane, at Serial no.643 of 2007; (v) Deed of Assignment dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.10082 of 2011 and (vi) Substituted Power of Attorney dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.549 of 2011.
8. Mutation Entry no.1108 dated April 20, 2013 pertains to recording of Notice of Lis Pendens filed by Man Global Limited and others against Shree Raj Laxmi Properties Private Limited and others in respect of inter alia the captioned land in relation to Arbitration Petition no.204 of 2013 (*incorrectly mentioned Regular Civil Suit in the mutation entry*) filed before the Bombay High Court. The said Notice of Lis Pendens is registered with the office of the Sub-Registrar, Thane – 2, at Serial no.3093 of 2013 on April 8, 2013. Accordingly, a remark of Lis Pendens was mutated in the other rights

column of inter alia the captioned land. Pursuant to the Order dated January 30, 2004 passed by the Bombay High Court, the petition was disposed of in the manner set out therein and consequently, the said remark of Lis Pendens was deleted vide Mutation Entry no.1165 dated June 27, 2014. Please see litigation section dealing with the said Arbitration Petition no.204 of 2013.

9. By and under a Deed of Conveyance dated March 17, 2015 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.2729 of 2015, Shashikant Waman Patil, with the confirmation of M/s. Shree Rajlaxmi Properties Private Limited sold and transferred in favour of M/s. Glory Township LLP the land bearing Survey no.90 Hissa no.1 admeasuring 00 Hectares 27.6 Ares and the land bearing Survey no.90 Hissa no.4A admeasuring 00 Hectares 34.5 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.1222 dated June 19, 2015. Annexed to the said Deed of Conveyance is the Order bearing no.TD/T-6/KV/Section 63/SR-29/2014 dated August 4, 2014 passed by the Sub-Divisional Officer, Thane Division, Thane where under permission was granted to M/s. Glory Township LLP under Section 63 of the Tenancy Act to purchase the captioned lands on the terms and conditions mentioned therein. In terms of the said Order, M/s. Glory Township LLP is required to pay 2% of the consideration amount to the Government. By and under a Letter addressed by M/s. Glory Township LLP to the Additional Collector, Thane and acknowledged to have been received on May 5, 2015, M/s. Glory Township LLP has informed the Additional Collector that the aforementioned condition is applicable only in case of Occupant Class II lands and that the captioned land is Occupant Class I land and as such the said condition is unjust and be revoked. By and under a reply dated June 10, 2015, the Sub-Divisional Officer, Thane has informed M/s. Glory Township LLP that since the captioned land is not Occupant Class II land, M/s. Glory Township LLP is not required to pay the 2% amount to the Government. The said mutation entry also records the terms and conditions on which the sale has been permitted. Also annexed to the Deed is the Power of Attorney dated July 23, 2007 whereunder Shashikant Waman Patil granted the powers mentioned therein in favour of M/s. Raj Laxmi Properties Private Limited thereby enabling it to undertake the acts, deeds and things mentioned therein in respect of the captioned lands.
10. Mutation Entry no.1256 dated May 31, 2016 records the receipt of Hissa Form no.12 from the Deputy Director Land Records, Thane and implementation thereof. The said mutation entry reflects Survey no.90 Hissa no.4/2 as admeasuring 00 Hectares 34.4

Ares. The earlier VII/XII reflected the area as 00 Hectares 34.5 Ares. We have not been furnished with a copy of the aforementioned Hissa Form no.12.

11. Village Form VII/XII for the period 2014-2015 to 2016-2017 in respect of the land bearing Survey no.90 Hissa no.1 records the name of M/s. Glory Township LLP through its partners Gope Madhavdas Rochlani and Raja Gope Rochlani as the holder of the captioned land admeasuring 00 Hectares 27.6 Ares. The other rights column records the charge of M/s. Glory Township LLP pursuant to an agreement and a remark of subject to the conditions mentioned in Mutation Entry no.1222.
12. Village Form VII/XII for the period 2014-2015 to 2016-2017 in respect of the land bearing Survey no.90 Hissa no.4/2 records the name of M/s. Glory Township LLP through its partners Gope Madhavdas Rochlani and Raja Gope Rochlani as the holder of the captioned land admeasuring 00 Hectares 34.40 Ares. The other rights column records the charge of M/s. Glory Township LLP pursuant to an agreement and a remark of subject to the conditions mentioned in Mutation Entry no.1222.

**Survey no.90 Hissa no.2/4 admeasuring 00 Hectares 58.10 Ares:**

1. We have been furnished with Village Form VII/XII in respect of the captioned land for the period 1980-1981 to 2005-2006 and 2012-2013 to 2016-2017. VII/XII extract for the period 1980-1981 to 1994-1995 in respect of the land bearing Survey no.90 Hissa no.2 (part) reflects the names of (a) Krishna Narayan Patil, (b) Changibai Budha and (c) Gunibai Tikdya, (d) Jagan, (e) Poshha, (f) Sonubai, (g) Hirabai, (h) Shantabai, (i) Mainabai Poshha Patil ((f) to (h) being minors, through their guardian Mainabai), (j) Raghunath Valku, (k) Sitaram Valku, (l) Ramchandra Valku, (m) Janabai Valku and (n) Surekha Valku as the holders and the other rights column reflects the name of Nilapbai Vijay. The said VII/XII extract also reflects the land to be Class 2 land and restricted tenure under Section 43 of the Tenancy Act. The said extract however, appears to be incomplete. We have been furnished with a letter dated September 29, 2015 whereunder the Tehsildar, Thane has inter alia stated that the VII/XII extracts for the period 1950 in respect of the lands bearing Survey nos.90/1 and 90/2 are torn and mutilated and as such copies of the extracts cannot be furnished.
2. Upon perusal of the documents furnished to us, it is seen that the captioned land was earlier bearing Survey no.90 Hissa no.2. Thereafter, the same was renumbered as land bearing Survey no.90/2/4 in the manner set out hereinafter.

3. Upon perusal of Mutation Entry no.164 dated July 15, 1938, it is seen that Haplubai Janu and Trustee Bala Ramkrishna, Dharma Dhondu Nakhwa expired one year prior to the date of the mutation and were survived by Dattatraya Janu and Kamlabai Janu. As per the Order dated July 3, 1938 passed in RTS no.912, the names of the heirs were mutated on the records of inter alia the land bearing Survey no.90 Hissa no.2. The said mutation entry mentions the word "Trustee". However, from perusal of the available records, we have not come across any other entry / document recording the captioned land being held by any trust. Further, since we have not been furnished with the aforementioned Order or the documents pertaining to the proceedings of RTS no.912, we have relied upon the contents of the said mutation entry.
4. The names of Narayan Budhya and Shankar Padu were recorded as the protected tenants of inter alia the land bearing Survey no.90 Hissa no.2 vide Mutation Entry no.334 dated October 17, 1954.
5. On perusal of Mutation Entry no.451 dated February 25, 1967, it is seen that an Order has been passed by the Agricultural Land Tribunal, Thane under Section 32G of Tenancy Act. As per the said Order, the names of Dattatraya Janu and Kamlabai Janu Nakhwa, being owners, were mutated in the other rights column and the name of Narayan Budhya Patil, being the tenant purchaser, was mutated in the holder's column of Village Form VII of inter alia the land bearing Survey no.90 Hissa no.2 and further, the charge of the purchase price was recorded in the other rights column.
6. It is recorded vide Mutation Entry no.494 dated August 6, 1970 that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the land bearing Survey no.90 Hissa no.2 was converted to Hectares - Ares.
7. Mutation Entry no.508 dated September 22, 1972 records that Narayan Budhya Patil expired in or around the year 1966-1967 and was survived by Poshya Narayan Patil, Valkya Narayan Patil, Krishna Narayan Patil, Changibai Budha Vaskar and Gunibai Kachrya. Accordingly, the names of the heirs were mutated on record on inter alia the land bearing Survey no.90 Hissa no.2.
8. Pursuant to the Order bearing no.LAQ/SR/300 dated November 8, 1972 passed by the Sub-Divisional Officer, Thane, the name of MIDC was recorded as the holder of certain

area out of the land bearing Survey no.90 Hissa no.2 (part) vide Mutation Entry no.519 dated March 6, 1973. The extract of mutation entry furnished to us does not reflect the area clearly. Since we have not been furnished with a copy of the aforementioned order, we have relied upon the contents of the said mutation entry.

9. Upon perusal of Mutation Entry no.541 dated January 23, 1975, it is seen that the same does not pertain to the captioned land.
10. Pursuant to the payment of the purchase price and on receipt of Certificate no.3199 dated May 10, 1979, the names of M. D. Nakhwe and 5 others, appearing in the other rights column of the land bearing Survey no.90 Hissa no.2, were deleted vide Mutation Entry no.564 dated June 13, 1979. It appears that M. D. Nakhwe and 5 others must be the heirs of the erstwhile owners whose names were recorded in the other rights column. However, we have not been furnished with any documents in support thereof.
11. Mutation Entry no.608 dated October 1, 1987 records that Poshya Narayan Patil expired one year prior to the mutation and was survived by Jagan Poshya Patil, Sonubai, Hirabai, Shantabai and Mainabai Poshya Patil. Accordingly, the names of the heirs were mutated on records of inter alia the land bearing Survey no.90 Hissa no.2 (part).
12. Mutation Entry no.678 dated September 7, 1991 records that Valkya Narayan Patil expired on August 25, 1991 and was survived by Raghunath Valku Patil, Sitaram Valku Patil, Ramchandra Valku Patil, Janabai Valku Patil, Lilabai Vijay Patil and Surekha Valku Patil. Accordingly, the names of the heirs were mutated on records of inter alia the land bearing Survey no.90 Hissa no.2 (part).
13. Mutation Entry no.905 January 14, 2011 records that Changibai Budha Vaskar alias Changibai Budhya Bhoir expired on May 6, 1999 and was survived by (a) Jagan Budhya Bhoir, (b) Parvatibai Dattu Patil, (c) Krishnabai Kashinath Patil, (d) Janabai Sakharam Pavshe, (e) Ashwin Shalik Bhoir, (f) Shobha Shivdas Madhvi, (g) Laxmi Nilesh Patil, (h) Ujjwala Shalik Bhoir, (i) Bamubai Shalik Bhoir and (j) Rekha Shantaram Bhoir. Accordingly, the names of the heirs were mutated on records of inter alia the land bearing Survey no.90 Hissa no.2A. The said mutation entry also records that the sons of Changibai i.e. Shalik Budhya Bhoir and Shantaram Budhya Bhoir had predeceased her and the names mentioned at (e) to (i) are heirs of Shalik Budhya Bhoir and (j) is the heir of Shantaram Budhya Bhoir.

14. Mutation Entry no.756 dated September 11, 2003 records that pursuant to the computerization of the records and the orders passed in relation thereto, the land bearing Survey no.90 Hissa no.2 (part) was renumbered to Survey no.90 Hissa no.2A admeasuring 00 Hectares 72.1 Ares, recorded to be held by Krishna Gavtya Patil.
15. Mutation Entry no.904 January 14, 2011 records that Krishna Narayan Patil expired on December 27, 2005 and was survived by Kailash Krishna Patil, Ananta Krishna Patil, Baliram Krishna Patil, Shyam Krishna Patil, Subhadrabai Krishna Patil, Parvati Krishna Patil, Babybai Krishna Patil, Kamla Krishna Patil and Jujibai Krishna Patil. Accordingly, the names of the heirs were mutated on records of inter alia the land bearing Survey no.90 Hissa no.2A.
16. By and under a notarized Development Agreement and Agreement for Sale dated February 14, 2007, (a) Jujibai Krishna Patil, (b) Kailash Krishna Patil, (c) Ananta Krishna Patil, (d) Baliram Krishna Patil, (e) Shyam Krishna Patil, (f) Jagan Krishna Patil, (g) Mainabai Posha Patil, (h) Raghunath Valku Patil, (i) Sitaram Valku Patil, (j) Ramchandra Valku Patil, (k) Lilabai Vijay Patil, (l) Surekha Motiram Mhatre alias Surekha Valku Patil, (m) Janabai Valku Patil, (n) Subhadrabai Rajesh Pavshe, (o) Shalik Budhya Vaskar, (p) Jagan Budhya Vaskar, (q) Sonubai Shalik Gaikwad, (r) Hirabai Hari Patil, (s) Shantabai Motiram Keni, (t) Parvati alias Jayshree Jayram Bhopi, (u) Kamlabai Bhagwan Gaikar and (v) Babybai Mukund Mhatre granted in favour of M/s. Raj Laxmi Properties Private Limited, the development rights in respect of the land bearing Survey no.90 Hissa no.2A admeasuring 00 Hectares 72.1 Ares. Out of the said area of 00 Hectares 72.1 Ares, the landowners have agreed to sell an area admeasuring 00 Hectares 52.1 Ares to the developer. The said Agreement records that in lieu of 00 Hectares 20 Ares area, the developer will provide the landowners with constructed premises being eight units (each unit admeasuring 550 square feet built up area) and eight units (each unit admeasuring 200 square feet built up area) and for 00 Hectares 52.1 Ares, the developer shall pay monetary consideration to the landowners. The landowners further executed a Power of Attorney dated February 14, 2007 in favour of the developer thereby enabling the developer to undertake the acts, deeds and things mentioned therein. The said Power of Attorney has been notarized. This Development Agreement and Agreement for Sale has not been registered or adequately stamped.
17. Mutation Entry no.918 dated May 16, 2011 records that Mainabai Posha Patil expired on October 29, 2008 and was survived by Jagannath Posha Patil, Sonubai Shalik Patil,

Hirabai Hari Patil and Shantabai Motiram Keni. Accordingly, the names of the heirs were mutated on record.

18. By and under a Release Deed dated November 30, 2010 and registered with the office of the Sub-Registrar, Thane - 2, at Serial no.13406 of 2010, (a) Jujibai Krishna Patil, (b) Ananta Krishna Patil, (c) Shyam Krishna Patil, (d) Baliram Krishna Patil, (e) Gunibai Kachrya Patil, (f) Sitaram Valku Patil, (g) Ramchandra Valku Patil, (h) Lilabai Vijay Patil, (i) Surekha Motiram Mhatre alias Surekha Valku Patil, (j) Janabai Valku Patil, (k) Subhadrabai Rajesh Pavshe, (l) Sonubai Shalik Gaikwad, (m) Hirabai Hari Patil, (n) Shantabai Motiram Keni, (o) Parvati alias Jayshree Jayram Bhopi, (p) Kamlabai Bhagwan Gaikar, and (q) Babybai Mukund Mhatre released all their rights in favour of Kailash Krishna Patil, Jagannath Posha Patil and Raghunath Valku Patil, in respect of the land bearing Survey no.90 Hissa no.2A, in the manner stated therein, which fact has been recorded vide Mutation Entry no.910 dated February 17, 2011.
19. By and under a Release Deed dated February 18, 2011 and registered with the office of the Sub-Registrar, Thane - 2, at Serial no.1770 of 2011, (a) Parvati Dattu Patil, (b) Janabai Sakharam Patil, (c) Ashwin Shalik Bhoir, (d) Shobha Shivdas Madhvi, (e) Ujjwala Shalik Bhoir, (f) Bamubai Shalik Bhoir, (g) Krishnabai Kashinath Patil and (h) Jagan Budhya Bhoir being the heirs of late Changibai Budhya Bhoir, released all their rights in favour of Jagannath Posha Patil and Raghunath Valku Patil, in respect of the land bearing Survey no.90 Hissa no.2A, in the manner stated therein, which fact has been recorded vide Mutation Entry no.913 dated March 11, 2011. It is pertinent to note that Laxmi Nilesh Patil has not been joined as a party to the aforementioned Release Deed.
20. By and under a No-objection dated February 18, 2011 notarized before Adv. S. B. Khambete and noted and registered in his register at Serial no.3800 of 2011, (a) Parvati Dattu Patil, (b) Janabai Sakharam Bhoir, (c) Ashwin Shalik Bhoir, (d) Shobha Shivdas Madhvi, (e) Ujjwala Shalik Bhoir, (f) Bamubai Shalik Bhoir, (g) Rekha Shantaram Bhoir, (h) Janabai Sakharam Patil, (i) Krishnabai Kashinath Patil, (j) Jagan Budhya Bhoir have stated that they had interest in the captioned land and pursuant to the settlement between the aforementioned parties, they have given their no-objection to Jagannath Posha Patil, Raghunath Valkya Patil and Kailash Krishna Patil for transaction in favour of Janhit Housing Development Company Limited in respect of the captioned land and that they have released all their rights in the captioned land.

21. By and under an Agreement for Sale dated April 30, 2011 registered with the office of the Sub-Registrar, Thane – 2, at Serial no. 4775 of 2011, (a) Kailash Krishna Patil, (b) Jagannath Posha Patil and (c) Raghunath Valku Patil agreed to sell and transfer in favour of Janhit Housing Development Limited the land bearing Survey no.90 Hissa no.2A admeasuring 00 Hectares 72.1 Ares, for the consideration and in the manner mentioned therein. The said Agreement records that the vendors shall retain an area admeasuring 00 Acres 12 Gunthas out of the captioned land with themselves and that no transaction in respect of the said portion has been entered into between the vendors and the purchaser. Further, it is recorded in the said Agreement that out of the 12.1 Gunthas (earlier it is mentioned as 12 Gunthas), 00 Acres 01 Gunthas land will be given for a Mandir and consideration for the same shall accordingly stand reduced and similarly, 00 Acres 01 Gunthas land out of the area purchased by the purchaser shall be utilized for construction of a Mandir.
22. By and under a Sale Deed dated August 10, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no. 9039 of 2011, (a) Kailash Krishna Patil, (b) Jagannath Posha Patil, through their Power of Attorney holder Janhit Housing Development Limited, through its chief promoter Rohit V. Rao and (c) Raghunath Valku Patil sold and transferred in favour of Janhit Housing Development Limited, an area admeasuring 00 Hectares 58.1 Ares out of the land bearing Survey no.90 Hissa no.2A totally admeasuring 00 Hectares 72.1 Ares, for the consideration and in the manner mentioned therein, which fact has been recorded vide Mutation Entry no.987 dated September 2, 2011. Annexed to the Sale Deed is an Order bearing no.TD/T-6/KV/VP/Thane/SR 55/2011 dated July 22, 2011, whereunder the Sub-Divisional Officer, Thane granted permission to Jagan Posha Patil and others to develop the land bearing Survey no.90 Hissa no.2A admeasuring 00 Hectares 72.1 Ares, by relaxing the conditions imposed under Section 43 of the Tenancy Act and further, permitting the development on the terms and conditions mentioned in the said Order. The said Sale Deed records that an area admeasuring 00 Acres 02 Gunthas shall be utilized for erecting a Ram Mandir and for planting of trees thereon. M/s. Glory has informed us that the Mandir has not been erected on the captioned land. Also annexed to the Sale Deed is a copy of an Irrevocable Power of Attorney dated May 7, 2011 authenticated before the Sub-Registrar, Thane – 2, registered at Serial no.251 of 2011 and executed by the aforementioned vendors in favour of the purchaser, thereby enabling the purchaser to undertake the acts, deeds and things mentioned therein in respect of the aforementioned land. It is pertinent to note that though the Sale Deed has been executed in respect of 00 Hectares 58.1 Ares, the Power of Attorney reflects 00

Hectares 58 Ares. M/s. Glory has informed us that the entire consideration due and payable to the vendors has been paid, but no documents are available with them in this regard. Section 43 order relaxes the terms for development and does not mention about sale or transfer. M/s. Glory has also informed us that the land on which the mandir is to be constructed does not form part of the land on which the project is to be developed.

23. By and under a Sale Deed dated June 19, 2012 registered with the office of the Sub-Registrar, Thane – 2, at Serial no.5759 of 2012, Kailash Krishna Patil, Jagannath Poshal Patil and Raghunath Valku Patil sold and transferred in favour of Janhit Housing Development Limited, through its Director Rohit V. Rao, an area admeasuring 00 Hectares 02 Ares from their share of 00 Hectares 60.09 Ares out of the land bearing Survey no.90 Hissa no.2A, for the consideration and in the manner as stated therein, which fact has been recorded under Mutation Entry no.1046 dated June 20, 2012. The said Sale Deed inter alia records that an area admeasuring 00 Hectares 58.01 Ares has already been sold by the aforementioned vendors in favour of the aforementioned purchaser under a Sale Deed dated August 17, 2011 and the balance 00 Hectares 02 Ares is being conveyed under the present Sale Deed. The area of 00 Hectares 02 Ares is to be utilized for Shriram Dhyamandir Sabhagruh. M/s. Glory has informed us that the aforesaid 2 Ares identified on the plan does not form part of the land on which the project is to be developed.
24. By and under an Agreement for Development dated August 8, 2012 and registered with the office of the Sub-Registrar, Thane – 5, at Serial no.6793 of 2012, Janhit Housing Development Limited (as the owner therein), with the consent of M/s. Shree Rajlaxmi Properties Private Limited (as the confirming party therein) granted in favour of M/s. Glory Township LLP, the development rights in respect of an ascertained and demarcated area admeasuring 00 Hectares 60.10 Ares out of the land bearing Survey no.90 Hissa no.2A admeasuring 00 Hectares 72.1 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.1204 dated May 25, 2015. Pursuant to the above, the name of M/s. Glory Township LLP was mutated in the other rights column of VII/XII. Upon perusal of the said Agreement for Development, it is seen that the Developer is to handover the possession of the constructed premises within a period of 30 months from the date of issuance of commencement certificate failing which the owners, after giving 30 days' notice shall be entitled to take back the possession of the captioned land. The details of the premises to be provided and the names of persons to whom such premises are to be

allotted are set out in annexures to the Agreement. Further, the developer has paid to the owners, an interest free security deposit of Rs.25,00,000/- to the owners and the same is refundable till the handing over of the possession of the agreed area to the owners or its nominees by the developer. M/s. Glory Township LLP has informed us that Commencement Certificate has not been received till date. In furtherance of the aforementioned Agreement, Janhit Housing Development Limited executed an Irrevocable Power of Attorney dated August 8, 2012 registered with the office of the Sub-Registrar, Thane – 5, at Serial no.6794 of 2012, thereby enabling the attorney to undertake the acts, deeds and things mentioned therein.

25. By and under a Supplemental Deed dated January 19, 2017 registered with the office of the Sub-Registrar, Thane – 5, at Serial no.679 of 2017, Janhit Housing Development Limited and M/s. Glory inter alia replaced and substituted the Area Statement, List of Allottees and External Amenities (being Annexure "G", "H" and "I" to the aforementioned Agreement for Development dated August 8, 2012). The period of handing over possession of the Owner Premises was changed to 48 months with a grace period of 6 months from the date of issuance of the Commencement Certificate subject to unforeseen circumstances or force majeure conditions beyond the control of the developer or its assignee. It is further recorded that the developer shall be entitled to assign or transfer its rights and obligations under the said Development Agreement to any developer / person / contractor / sub-contractor and / or enter into joint development agreement with any other developer / party without affecting the obligations of the developer to the owner.
26. In response to our requisition, M/s. Glory Township LLP has informed us that though the aforementioned Agreement was executed in respect of an area admeasuring 00 Hectares 60.1 Ares, 2 Ares is to be excluded for the purposes of construction of a mandir and that M/s. Glory Township LLP has no rights in respect of these 2 Ares.
27. By and under a Deed of Confirmation dated August 17, 2012 registered with the office of the Sub-Registrar, Thane – 5, at Serial no.7011 of 2012, Shree Rajlaxmi Properties Private Limited confirmed to M/s. Glory Township LLP, the aforementioned Agreement for Development dated August 8, 2012 and registered with the office of the Sub-Registrar, Thane – 5, at Serial no.6793 of 2012 and the Power of Attorney dated August 8, 2012 and registered with the office of the Sub-Registrar, Thane – 5, at Serial no.244 of 2012 (*incorrectly mentioned as 244 of 2004*) executed by Janhit Housing Development Limited in favour of partners of M/s. Glory Township LLP. We have not been furnished with a copy of the aforementioned Power of Attorney.

28. Mutation Entry no.1100 dated November 29, 2012 records that on receipt of the Hissa form no.12 from the Taluka Inspector Land Records, Thane and on implementation thereof, the land bearing Survey no.90 Hissa no.2 totally admeasuring 01 Hectare 34.1 Ares was sub-divided in the manner set out hereunder. We have not been furnished with a copy of the aforementioned Hissa form no.12.

<b>Survey no. / Hissa no.</b>	<b>Area (in H-Ares) (including pot-kharaba)</b>	<b>Names of the holders</b>
90/2/1	00-07.00	MIDC
90/2/2	00-17.00	Urmila Ramchandra Nigam
90/2/3	00-14.00	Jagan Posha Patil and 2 others
90/2/4	00-58.10	Janhit Housing Development Limited through its Chief Promoter Rohit V. Rao
90/2/5	00-38.00	Panga Arjun Patil and 2 others; Charge of M/s. Glory Township LLP
	<b>01-34.10</b>	<b>Total</b>

29. Litigation:

Special Civil Suit no.672 of 2011 was filed before the Civil Judge, Senior Division, Thane, at Thane by Shree Rajlaxmi Properties Private Limited against Jujibai Krishna Patil and 22 others, in respect of the land bearing Survey no.90 Hissa no.2A. Pursuant to the Consent Terms dated September 20, 2011, the said suit came to be disposed of in terms of the consent terms. As per some of the terms and conditions set out in the Consent Terms, the Sale Deed dated August 10, 2011 was accepted by the Plaintiff (confirming party to the Agreement); the owner (Janhit Housing Development Limited) consented for amalgamation of the property with the adjoining properties which the confirming party (Shree Rajlaxmi Properties Private Limited) had acquired for development. The suit property will form subject matter of integrated layout development scheme and that such integrated development project shall be undertaken by the consenting party either on its own or in joint venture or partnership with any other person or through its nominee. M/s. Glory Township LLP has informed us that the papers pertaining to the aforementioned suit are not traceable. As such we have no comments to offer on the same and this Report is being submitted subject to the same. We have been furnished with a copy of the Memorandum of Understanding

dated September 20, 2011 whereunder Shree Rajlaxmi Properties Private Limited and Janhit Housing Development Limited have inter alia recorded the payment of security deposit of Rs.50,00,000/- by Shree Rajlaxmi Properties Private Limited to Janhit Housing Development Limited – Rs.25,00,000/- were paid simultaneously with the execution of the Memorandum of Understanding and Rs.25,00,000/- were paid under a cheque dated December 31, 2011.

30. Village Form VII/XII for the period 2014-2015 to 2016-2017 in respect of the captioned land records the name of Janhit Housing Development Limited, through Chief Promoter Rohit V. Rao, Patil as the holder of the captioned land admeasuring 00 Hectares 58.10 Ares. The other rights column reflects the charge of M/s. Glory Township LLP for Rs.13,70,00,000/- on account of the aforementioned Agreement for Development.
31. We have been furnished with a copy of the Certificate no.001727 issued by the Thane Municipal Corporation, Thane whereunder development permission was granted to M/s. Glory Township LLP for development of the land bearing Survey no.90 Hissa no.2/4, on the terms and conditions mentioned therein.

**Survey no.90 Hissa no.2/5 admeasuring 00 Hectares 38 Ares:**

1. We have been furnished with Village Form VII/XII in respect of the land bearing Survey no.90 Hissa no.2/C for the period 1998-1999 to 2005-2006 and 2010-2011 to 2016-2017. The VII/XII extract for the period 1998-1999 to 2005-2006 reflects the names of Panga Arjun Patil, Eknath Sudam Patil and Draupadi Sudam Patil as the holders and a remark of restricted tenure as per Section 43 of the Tenancy Act is reflected on the VII/XII. We have been furnished with a letter dated March 10, 2016 addressed by the Tehsildar, Thane stating that the VII/XII extracts for the period 1950 to 1980 in respect of the land bearing Survey no.90 Hissa no.2 (part) are in torn and mutilated condition and as such cannot be provided.
2. Upon perusal of the documents furnished to us, it is seen that the captioned land was earlier bearing Survey no.90 Hissa no.2. Thereafter, the same was renumbered as land bearing Survey no.90 Hissa no.2/C and then as Survey no.90 Hissa no.2/5 in the manner set out hereinafter. The note first deals with the flow of title in respect of Survey no.90 Hissa no.2. The mutation entries dealing with Survey no.90 Hissa no.2 do not appear on the VII/XII of the captioned land.

3. Upon perusal of Mutation Entry no.164 dated July 15, 1938, it is seen that Haplubai Janu and Trustee Bala Ramkrishna, Dharma Dhondu Nakhwa expired one year prior to the date of the mutation and were survived by Dattatraya Janu and Kamlabai Janu. As per the Order dated July 3, 1938 passed in RTS no.912, the names of the heirs were mutated on the records of inter alia the land bearing Survey no.90 Hissa no.2. The said mutation entry mentions the word "Trustee". However, from perusal of the available records, we have not come across any other entry / document recording the captioned land being held by any trust. Further, since we have not been furnished with the aforementioned Order or the documents pertaining to the proceedings of RTS no.912, we have relied upon the contents of the said mutation entry.
4. The names of Narayan Budhya and Shankar Padu were recorded as the protected tenants of inter alia the land bearing Survey no.90 Hissa no.2 vide Mutation Entry no.334 dated October 17, 1954.
5. On perusal of Mutation Entry no.451 dated February 25, 1967, it is seen that an Order has been passed by the Agricultural Land Tribunal, Thane under Section 32G of Tenancy Act. As per the said Order, the names of Dattatraya Janu and Kamlabai Janu Nakhwa, being owner, were mutated in the other rights column and name of Narayan Budhya Patil, being the tenant purchaser, was mutated in the holder's column of Village Form VII of inter alia the land bearing Survey no.90 Hissa no.2 and further, the charge of the purchase price was recorded in the other rights column. Since, we have not been furnished with the documents pertaining to the tenancy proceedings we have relied upon the contents of the said mutation entry.
6. It is recorded vide Mutation Entry no.494 dated August 6, 1970 that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the land bearing Survey no.90 Hissa no.2 was converted to Hectares - Ares.
7. Mutation Entry no.508 dated September 22, 1972 records that Narayan Budhya Patil expired in or around the year 1966-1967 and was survived by Poshya Narayan Patil, Valkya Narayan Patil, Krishna Narayan Patil, Changibai Budha Vaskar and Gunibai Kachrya. Accordingly, the names of the heirs were mutated on record on inter alia the land bearing Survey no.90 Hissa no.2.

8. Pursuant to the Order bearing no.LAQ/SR/300 dated November 8, 1972 passed by the Sub-Divisional Officer, Thane, the name of MIDC was recorded as the holder of certain area out of the land bearing Survey no.90 Hissa no.2 (part) vide Mutation Entry no.519 dated March 6, 1973. The extract of mutation entry furnished to us does not reflect the area clearly. Since we have not been furnished with a copy of the aforementioned order, we have relied upon the contents of the said mutation entry.
9. Pursuant to the payment of the purchase price and on receipt of Certificate no.3199 dated May 10, 1979, the names of M. D. Nakhwe and 5 others, appearing in the other rights column of the land bearing Survey no.90 Hissa no.2, were deleted vide Mutation Entry no.564 dated June 13, 1979. It appears that M. D. Nakhwe and 5 others may have been the heirs of the erstwhile owners whose names were recorded in the other rights column. However, we have not been furnished with any documents in support thereof.
10. Mutation Entry no.608 dated October 1, 1987 records that Poshya Narayan Patil expired one year prior to the mutation and was survived by Jagan Poshya Patil, Sonubai, Hirabai, Shantabai and Mainabai Poshya Patil. Accordingly, the names of the heirs were mutated on records of inter alia the land bearing Survey no.90 Hissa no.2 (part).
11. Mutation Entry no.678 dated September 7, 1991 records that Valkya Narayan Patil expired on August 25, 1991 and was survived by Raghunath Valku Patil, Sitaram Valku Patil, Ramchandra Valku Patil, Janabai Valku Patil, Lilabai Vijay Patil and Surekha Valku Patil. Accordingly, the names of the heirs were mutated on records of inter alia the land bearing Survey no.90 Hissa no.2 (part).
12. By and under a Partition Deed dated January 20, 1989 read with Confirmation Deed dated May 6, 1996 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.617 of 1996, (a) Krishna Narayan Patil, (b) Changubai Budha Vaskar, (c) Gunabai Valkya Patil, (d) Jagan Posha Patil, (e) Sonabai Posha Patil, (f) Mainabai Posha Patil, (g) Hirabai Posha Patil, (h) Shantabai Posha Patil, (i) Raghunath Valkya Patil, (j) Sitaram Valkya Patil, (k) Ramchandra Valkya Patil, (l) Janubai Valkya Patil, (m) Surekha Valkya Patil, (n) Hirabai Valkya Patil, (o) Gunabai Kachrya Patil alongwith Panga Arjun Patil, Eknath Sudam Patil and Draupadi Sudam Patil, partitioned the lands mentioned therein amongst themselves and accordingly, an area admeasuring 00 Hectares 38 Ares out of the land bearing Survey no.90 Hissa no.2 (part) came to the

share of Panga Arjun Patil, Eknath Sudam Patil and Draupadi Sudam Patil, which fact has been recorded vide Mutation Entry no.703 dated May 15, 1996.

13. Mutation Entry no.756 dated September 11, 2003 records that pursuant to the computerization of the records and the orders passed in relation thereto, the land bearing Survey no.90 Hissa no.2 (part) admeasuring 00 Hectares 38 Ares was renumbered to Survey no.90 Hissa no.2/C admeasuring 00 Hectares 38 Ares, recorded to be held by Panga Arjun Patil and 2 others.
14. By and under an Agreement for Sale dated August 2, 2007 and registered with the office of the Sub-Registrar, Thane - 2, at Serial no.5711 of 2007, Panga Arjun Patil, Eknath Sudam Patil, Draupadi Sudam Patil agreed to sell and transfer in favour of M/s. Raj Laxmi Properties Private Limited, the captioned land for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.974 dated August 18, 2011. Pursuant to the said Agreement, the name of the purchaser was mutated in the other rights column of the VII/XII of the captioned land. We have been informed by M/s. Glory that the entire consideration under the aforementioned documents have been paid, though no separate documents have been furnished in support thereof.
15. By and under a Deed of Assignment dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.10082 of 2011, M/s. Shree Raj Laxmi Properties Private Limited assigned and transferred in favour of M/s. Glory Township LLP all its rights and benefits under the aforementioned Agreement for Sale dated August 2, 2007 and the Power of Attorney executed in relation thereto, for the consideration and in the manner stated therein. Mutation Entry no.1031 dated April 23, 2012 records that pursuant to the aforementioned Deed of Assignment dated September 19, 2011, the charge of Raj Laxmi Properties Private Limited recorded in the other rights column was deleted and the name of M/s. Glory Township LLP was recorded in the other rights column.
16. By and under a Substituted Power of Attorney dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.549 of 2011, M/s. Shree Raj Laxmi Properties Private Limited, through its authorized Director Hardik Kishor Shah substituted itself with M/s. Glory Township LLP as the attorneys.
17. Mutation Entry no.1100 dated November 29, 2012 records that on receipt of the Hissa form no.12 from the Taluka Inspector Land Records, Thane and on implementation

thereof, the land bearing Survey no.90 Hissa no.2 totally admeasuring 01 Hectare 34.1 Ares was sub-divided in the following manner:

<b>Survey no. / Hissa no.</b>	<b>Area (in H-Ares) (including pot-kharaba)</b>	<b>Names of the holders</b>
90/2/1	00-07.00	MIDC
90/2/2	00-17.00	Urmila Ramchandra Nigam
90/2/3	00-14.00	Jagan Posha Patil and 2 others
90/2/4	00-58.10	Janhit Housing Development Limited through its Chief Promoter Rohit V. Rao
90/2/5	00-38.00	Panga Arjun Patil and 2 others; Charge of M/s. Glory Township LLP
	<b>01-34.10</b>	<b>Total</b>

18. By and under a Confirmation Deed dated September 23, 2011 registered with the office of the Sub Registrar, Thane – 2, at Serial no. 10228 of 2011, (a) Panga Arjun Patil, (b) Eknath Sudam Patil, (c) Draupadi Sudam Patil, (d) Kishor Eknath Patil, (e) Prahlad Panga Patil, (f) Barkubai Eknath Patil, (g) Vishwas Eknath Patil, (h) Shailesh Eknath Patil, (i) Shardabai Jaiwant Patil, (j) Vaishali Prahlad Patil, (k) Chaya Anant Mhatre, (l) Kavita Hari Mhatre and (m) Savita Ananta Bhoir confirmed the Deed of Assignment dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.10082 of 2011 and the Power of Attorney dated September 19, 2011 and registered with the office of the Sub-Registrar, Thane, at Serial no.549 of 2011 in favour of M/s. Glory Township LLP, for the consideration and in the manner stated therein. We have also been furnished with the following:

a. Power of Attorney dated September 23, 2011 registered with the office of the Sub-Registrar, Thane – 2, at Serial no.562 of 2011, whereunder (a) Panga Arjun Patil, (b) Draupadi Sudam Patil, (c) Kishor Eknath Patil, (d) Barkubai Eknath Patil, (e) Vishwas Eknath Patil, (f) Shailesh Eknath Patil, (g) Shardabai Jaiwant Patil, (h) Vaishali Prahlad Patil, (i) Chaya Anant Mhatre, (j) Kavita Hari Mhatre and (k) Savita Ananta Bhoir granted powers in favour of Eknath Sudam Patil and Prahlad Panga Patil thereby enabling the attorneys to undertake the acts, deeds and things mentioned therein in respect of the land bearing Survey no.90 Hissa no.2C admeasuring 00 Hectares 38 Ares.

- b. Power of Attorney dated September 23, 2011 registered with the office of the Sub-Registrar, Thane – 2, at Serial no.563 of 2011, whereunder Draupadi Sudam Patil and others granted powers in favour of M/s. Glory Township LLP, through its partners Indrajit Sarkar Nimbalkar, Naresh Sudama Khetwani and Amol Ashok Mandlik thereby enabling the attorneys to undertake the acts, deeds and things mentioned therein in respect of the land bearing Survey no.90 Hissa no.2C admeasuring 00 Hectares 38 Ares. The powers inter alia include the power to develop and sell the land.
19. By and under a Confirmation Deed dated November 28, 2011 registered with the office of the Sub Registrar, Thane – 2, at Serial no.12491 of 2011, Ratnabai Tukaram Chincholkar confirmed the Confirmation Deed dated September 23, 2011 registered with the office of the Sub Registrar, Thane – 2, at Serial no. 10228 of 2011 in favour of M/s. Glory Township LLP, in the manner stated therein. The said Confirmation Deed inter alia records that Ratnabai Tukaram Chincholkar could not remain present at the time of execution of the aforementioned Confirmation Deed dated September 23, 2011. In furtherance of the aforementioned Confirmation Deed, Ratnabai Tukaram Chincholkar also executed in favour of M/s. Glory Township LLP, through its partners Indrajit Sarkar Nimbalkar, Naresh Sudama Khetwani and Amol Ashok Mandlik a Power of Attorney dated November 28, 2011 registered with the office of the Sub-Registrar, Thane – 2, at Serial no.713 of 2011 thereby enabling the attorneys to undertake the acts, deeds and things mentioned therein in respect of the land bearing Survey no.90 Hissa no.2C admeasuring 00 Hectares 38 Ares. The powers inter alia include the power to develop and sell the land. Ratnabai Tukaram Chincholkar further executed in favour of Prahlad Panga Patil and Eknath Panga Patil a Power of Attorney dated November 28, 2011 registered with the office of the Sub-Registrar, Thane – 2, at Serial no.714 of 2011, thereby enabling the attorney to undertake the acts, deeds and things mentioned therein. Further, Ratnabai Tukaram Chincholkar also executed a Possession receipt in favour of M/s. Glory Township LLP.
20. Mutation Entry no.1108 dated April 20, 2013 pertains to recording of Notice of Lis Pendens filed by Man Global Limited and others against Shree Raj Laxmi Properties Private Limited and others in respect of inter alia the captioned land in relation to Arbitration Petition no.204 of 2013 (*incorrectly mentioned Regular Civil Suit in the mutation entry*) filed before the Bombay High Court. The said Notice of Lis Pendens is registered with the office of the Sub-Registrar, Thane – 2, at Serial no.3093 of 2013 on April 8, 2013. Accordingly, a remark of Lis Pendens was mutated in the other rights

column of inter alia the captioned land. Pursuant to the Order dated January 30, 2004 passed by the Bombay High Court, the petition was disposed of in the manner set out therein and consequently, the said remark of Lis Pendens was deleted vide Mutation Entry no.1165 dated June 27, 2014. Please see litigation section dealing with the said Arbitration Petition no.204 of 2013.

21. By and under a Consent Deed dated October 21, 2014 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.8547 of 2014, (a) Jagannath Posha Patil, (b) Muktabai Jagannath Patil, (c) Pravin Jagannath Patil, (d) Aakash Jagannath Patil, (e) Rahul Jagannath Patil, (f) Hirabai Halya Patil, (g) Shantaram Motiram Keni, (h) Janabai Valkya Patil (i) Raghunath Valkya Patil, (j) Lata Raghunath Patil, (k) Nisha Datta Alimkar, (l) Akshay Raghunath Patil, (m) Nikhil Raghunath Patil ((l) and (m) being minors, represented by their guardian father (i) above), (n) Sitaram Valkya Patil, (o) Jayshree Sitaram Patil, (p) Kunal Sitaram Patil, (q) Bhagwat Sitaram Patil ((p) and (q) being minors, represented by their guardian father (n) above), (r) Ramchandra Valkya Patil, (s) Roshani Ramchandra Patil, (t) Pradnya Ramchandra Patil, (u) Madhur Ramchandra Valkya Patil ((t) and (u) being minors, represented by their guardian father (r) above), (v) Lilabai Valku Patil, (w) Surekha Motiram Mhatre, (x) Jujibai Krishna Patil, (y) Kailash Krishna Patil, (z) Parvatibai Kailash Patil, (aa) Ramdas Kailash Patil, (bb) Reshma Ramdas Patil, (cc) Anush Ramdas Patil, (dd) Devesh Ramdas Patil ((cc) and (dd) being minors, represented by their guardian father (aa) above), (ee) Bindas Kailash Patil, (ff) Ujjwala Bindas Patil, (gg) Vihaan Bindas Patil (being minor, represented by his guardian father (ee) above), (hh) Mangesh Kailash Patil, (ii) Rasika Mangesh Patil, (jj) Ananta Krishna Patil, (kk) Vandana Ananta Patil, (ll) Ravi Ananta Patil, (mm) Harshada Ananta Patil, (nn) Sagar Ananta Patil ((ll) to (nn) being minors, represented by their guardian father (jj) above), (oo) Baliram Krishna Patil, (pp) Kavita Baliram Patil, (qq) Omkar Baliram Patil, (rr) Nitesh Baliram Patil ((qq) and (rr) being minors, represented by their guardian father (oo) above), (ss) Shyam Krishna Patil, (tt) Shobha Shyam Patil, (uu) Manish Shyam Patil, (vv) Uday Shyam Patil ((uu) and (vv) being minors, represented by their guardian father (ss) above), (ww) Subhadra Rajesh Pavshe, (xx) Parvati Jayram Bhopi, (yy) Kamal Bhagwan Gaikar, (zz) Baby Mukund Mhatre; heirs of Changubai Budha Vaskar viz. (aaa) Janabai Sakharam Pavshe, (bbb) Baymabai Shalikram Bhoir, (ccc) Ashwin Shalik Bhoir, (ddd) Jagannath Budha Bhoir, (eee) Parvati Dattatraya Patil, (fff) Krishnabai Kashinath Patil; heirs of Guabai Kachru Kharpatil viz. (ggg) Prakash Kachru Kharpatil and (hhh) Navnath Kachru Kharpatil recorded their consent in favour of M/s. Glory Township LLP, to the transactions recorded in the preceding paragraphs in respect of

the captioned land. In furtherance of the aforementioned Consent Deed, (a) to (hhh) also executed a Power of Attorney dated October 21, 2014 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.8549 of 2014 in favour of Indrajit Sarkar Nimbalkar and Amol Ashok Mandlik, partners of M/s. Glory Township LLP, to enable them to undertake the acts, deeds and things mentioned therein. We have been furnished with Mutation Entry no.904 in respect of some of the other survey numbers which records that Krishna Narayan Patil expired on December 27, 2005 and was survived by Kailash Krishna Patil, Ananta Krishna Patil, Baliram Krishna Patil, Shyam Krishna Patil, Subhadrabai Krishna Patil, Parvati Krishna Patil, Babybai Krishna Patil, Kamla Krishna Patil and Jujibai Krishna Patil. Though the said mutation entry does not reflect the captioned land, the heirs appear to have been made a party to the aforementioned Consent Deed.

22. By and under a Deed of Conveyance dated March 17, 2015 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.2730 of 2015, (a) Panga Arjun Patil, (b) Eknath Sudam Patil, (c) Draupadi Sudam Patil ((a) to (c) through their constituted attorney Shree Raj Laxmi Properties Private Limited), (d) Kishor Eknath Patil, (e) Prahlad Panga Patil, (f) Balkubai Eknath Patil, (g) Vishwas Eknath Patil, (h) Shailesh Eknath Patil, (i) Shardabai Jaiwant Patil, (j) Vaishali Prahlad Patil, (k) Chaya Anant Mhatre, (l) Kavita Hari Mhatre and (m) Savita Anta Bhoir ((d) to (m) through their power of attorney holder Amol Ashok Mandlik, the then partner of M/s. Glory Township LLP), with the confirmation of M/s. Shree Rajlaxmi Properties Private Limited sold and transferred in favour of M/s. Glory Township LLP the captioned land bearing Survey no.90 Hissa no.2/C admeasuring 00 Hectares 38 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.1210 dated May 25, 2015. The Sale Deed records that the land is being sold for legal and financial necessity of the family. Annexed to the said Deed of Conveyance are: (a) Order bearing no.MSH/Karya-4/Tenancy/63/SR-05/2014 dated October 21, 2014 passed by the Upper Collector, Thane where under permission was granted to M/s. Glory Township LLP under Section 63 of the Tenancy Act to purchase the captioned land for non-agricultural purpose on the terms and conditions mentioned therein. The said Order also requires M/s. Glory Township LLP to obtain permission for non-agricultural use of the land under Section 44 of the Maharashtra Land Revenue Code. The said mutation entry also records the terms and conditions on which the sale has been permitted; (b) Order bearing no.TD/T-6/KuV/SR 105/2014 dated January 20, 2015 passed by the Sub-Divisional Officer, Thane Division, Thane where under the restrictions under Section 43 of the Tenancy Act were relaxed; (c) Power of Attorney

dated August 2, 2007 whereunder (a) to (c) above granted the powers mentioned therein in favour of M/s. Raj Laxmi Properties Private Limited thereby enabling it to undertake the acts, deeds and things mentioned therein in respect of the captioned lands; (d) Power of Attorney dated September 23, 20011 whereunder the vendors above granted the powers mentioned therein in favour of Indrajit Sarkar Nimbalkar, Naresh Sudama Khetwani and Amol Ashok Mandlik, being the partners of M/s. Glory Township LLP, thereby enabling them to undertake the acts, deeds and things mentioned therein in respect of the captioned lands.

23. Village Form VII/XII for the period 2014-2015 to 2016-2017 in respect of the land bearing Survey no.90 Hissa no.2/5 records the name of M/s. Glory Township LLP through its partners Gope Madhavdas Rochlani and Raja Gope Rochlani as the holder of the captioned land admeasuring 00 Hectares 38 Ares. The other rights column records the charge of M/s. Glory Township LLP pursuant to an agreement and a remark of subject to the conditions mentioned in Mutation Entry no.1210.

**Survey no.101 Hissa no.1/B admeasuring 00 Hectares 22.3 Ares:**

1. We have been furnished with Village Form VII/XII in respect of the land bearing Survey no.101 Hissa no.1B for the period 1946-1947 to 1970-1971 and 1980-1981 to 2005-2006 and 2010-2011 to 2016-2017. The VII/XII for the period 1946-1947 to 1970-1971 is not completely legible. The legible portion reflects the name of Gavtya Ramji Bhoir as the holder. The said VII/XII also reflects a remark of restriction under Section 43 of the Tenancy Act. The captioned land was earlier bearing Survey no.101 Hissa no.1/2.
2. We have been furnished with a certificate dated May 19, 2014 issued by the Talathi Saza, Shil stating that Mutation Entry nos.292 and 321 are illegible. We have relied on the said certificate.
3. On perusal of Mutation Entry no.448 dated February 25, 1967, it is seen that an Order has been passed by the Agricultural Land Tribunal, Thane under Section 32G of Tenancy Act. As per the said Order, the name of Shankar Raghunath Shete, being owner, was mutated in the other rights column and name of Gavtya Ramji Bhoir, being the tenant purchaser, was mutated in the holder's column of Village Form VII of inter alia the land bearing Survey no.101 Hissa no.1/2 and further, the charge of the purchase price was recorded in the other rights column. We have been furnished with the Certificate bearing no.685 dated December 25, 1968 issued under Section 32M of the Tenancy Act recording payment of the purchase price.

4. It is recorded vide Mutation Entry no.494 dated August 6, 1970 that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the land bearing Survey no.100 Hissa no.5 was converted to Hectares - Ares. The land bearing Survey no.101 Hissa no.1/B does not reflect the said mutation entry.
5. Mutation Entry no.615 dated October 1, 1987 records that Gavtya Ramji Patil expired 5 months prior to the date of the mutation and was survived by (a) Tukaram Gavtya Patil, (b) Jaibai Gajanan Patil, (c) Meena Gajanan Patil, (d) Ratna Gajanan Patil, (e) Shubhangi Gajanan Patil ((b) to (e) being heirs of his predeceased son Gajanan Patil and ((c) to (e) being minors, through their guardian mother Jaibai Gajanan Patil), (f) Sakubai Sukrya Mali and (g) Savitribai Ramdas Patil. Accordingly, the names of the heirs were mutated on records of inter alia the captioned lands.
6. Mutation Entry no.756 dated September 11, 2003 records that pursuant to the computerization of the records and the orders passed in relation thereto, the lands bearing Survey no.101 Hissa no.1/2 was renumbered to Survey no.101 Hissa no.1/B admeasuring 00 Hectares 22.30 Ares, recorded to be held by Tukaram Gavtya Patil and others.
7. Mutation Entry no.767 dated November 10, 2004 records charge of Daighar Seva Sahakari Society Limited on inter alia the captioned land in respect of loan of Rs.3,20,000/- availed of by Jaibai Gajanan Patil from the society. The said charge appears to be subsisting.
8. By and under a Power of Attorney dated September 27, 2005 authenticated by Adv. Mohd. Firoz Ahmed Shaikh and noted and registered in his register at Serial no.19976 of 2005, (a) Tukaram Gavtya Patil, (b) Jaibai Gajanan Patil, (c) Meena Gajanan Patil, (d) Ratna Gajanan Patil, (e) Shubhangi Gajanan Patil, (f) Sakubai Sukrya Mali and (g) Savitribai Ramdas Patil granted powers in favour of Jayanta Tukaram Patil to undertake the acts, deeds and things mentioned therein in respect of inter alia the captioned land, including the power to sell, grant development rights, etc.
9. Mutation Entry no.865 dated June 3, 2009 records charge of Daighar Seva Sahakari Society Limited on inter alia the captioned land in respect of loan of Rs.70,000/- availed of by Jaibai Gajanan Patil from the society. The said charge appears to be subsisting.

10. By and under a Development Agreement dated May 28, 2014 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.4410 of 2004, (a) Tukaram Gavtya Patil, (b) Jaibai Gajanan Patil, (c) Meena Gajanan Patil alias Meena Deepak Patil, (d) Ratna Gajanan Patil alias Ratna Ramesh Varge, (e) Shubhangi Gajanan Patil alias Shubhangi Dattatraya Madhvi, (f) Sakubai Sukrya Mali, (g) Savitrabai Ramdas Patil, (h) Jayanta Tukaram Patil, (i) Joshila Jayanta Patil, (j) Dhanashri Jayanta Patil, (k) Unmesh Jayanta Patil, (l) Priyanka Jayanta Patil, (m) Bhaghyashree Jayanta Patil, (n) Shailesh Jayanta Patil ((k) to (n) being minors, represented by their guardian father Jayanta Tukaram Patil), (o) Sugandha Ramesh Patil and (p) Daswanti Chandrakant Pawar granted in favour of M/s. Glory Township LLP, the development rights in respect of inter alia the captioned land, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.1205 dated May 25, 2015. Pursuant to the above, the name of M/s. Glory Township LLP was mutated in the other rights column of VII/XII. Upon perusal of the said mutation entry, it is seen that Order no.TD/T-6/KV/VP/SR 103/14 dated January 20, 2015 was passed by the Sub-Divisional Officer, Thane Division, Thane whereunder restrictions imposed under Section 43 of the Tenancy Act were relaxed and permission was granted for development of the captioned lands. Upon perusal of the said Development Agreement, it is seen that

- a. The development rights were granted for legal and financial necessity of the family;
- b. The landowners are entitled to 50% municipal built-up area i.e. 18,952 square feet (municipal built-up) equivalent to 28,428 square feet (saleable area) and monetary consideration of Rs.78,25,500/-. Out of the total monetary consideration of Rs.78,25,500/-, Rs.25,00,000/- has been paid vide cheques dated May 26, 2014 and the balance amount of Rs.53,25,500/- has been paid vide cheques dated August 25, 2014. We have been informed by M/s. Glory Township LLP that the aforementioned monetary consideration has been received by the landowners and no monetary consideration is due and / or payable to them. We have been furnished with a notarized Receipt and Indemnity bond noted at Serial no.5115 of 2015 on January 1, 2015 whereunder (a) Jayanta Tukaram Patil, (b) Joshila Jayanta Patil, (c) Dhanashree Jayanta Patil, (d) Unmesh Jayanta Patil, (e) Priyanka Jayanta Patil, (f) Bhaghyashree Jayanta Patil, (g) Shailesh Jayant Patil ((d) to (g) being minors, through their guardian father (a) above), (h) Sugandha Ramesh Patil

and (i) Daswanti Chandrakant Pawar have inter alia stated that Tukaram Gavtya Patil has expired and since he did not have a bank account, the cheque issued in his favour could not be encashed and further, at the request of the aforementioned persons, fresh cheques aggregating to Rs.42,00,000/- were issued by M/s. Glory Township LLP to Jayanta Tukaram Patil, Sugandha Ramesh Patil and Daswanti Chandrakant Pawar.

- c. The construction of the landowners premises is to be completed within a period of 36 months from the date of receipt of the Commencement Certificate failing which the refundable deposit of Rs.63,45,000/- shall be forfeited. We have been informed that IOD / Commencement Certificate have not been received till date.
11. In furtherance of the aforementioned Development Agreement, the landowners executed in favour of M/s. Glory Township LLP a Power of Attorney dated May 28, 2014 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.4412 of 2004, thereby enabling the developer to undertake the acts, deeds and things mentioned therein, in respect of the captioned lands. Further, the landowners also executed in favour of Jayanta Tukaram Patil and Tukaram Gavtya Patil a Power of Attorney dated May 28, 2014 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.4413 of 2004, thereby enabling the attorneys to undertake the acts, deeds and things mentioned therein, in respect of the captioned lands. The landowners have also executed in favour of M/s. Glory Township LLP (a) an undated possession letter recording the handing over of the captioned lands to them; and (b) undated Declaration and indemnity in respect of the captioned lands.
12. Village Form VII/XII for the period 2014-2015 to 2016-2017 in respect of the land bearing Survey no.101 Hissa no.1/B records the names of Tukaram Gavtya Patil, Jaibai Gajanan Patil, Shubhangi Gajanan Patil, Meena Gajanan Patil, Ratna Gajanan Patil, Sakubai Sukrya Patil and Savitribai Ramdas Patil as the holders of the captioned land admeasuring 00 Hectares 22.30 Ares. The other rights column reflects (a) Charge of Rs.3,20,000/- of Daighar Society; (b) Charge of Rs.70,000/- of Daighar Society; and (c) Charge of M/s. Glory Township LLP, through its partner Indrajit Sarkar Nimbalkar for Rs.78,25,500/- pursuant to the development agreement.

**Survey no.101 Hissa no.2 admeasuring 00 Hectares 06.50 Ares:**

1. We have been furnished with Village Form VII/XII in respect of the captioned land for the period 1946-1947 to 1970-1971 and 1980-1981 to 2016-2017. The VII/XII for the

period 1946-1947 to 1970-1971 is not completely legible. VII/XII extract for the period 1980-1981 to 1992-1993 reflects the names of Joma, Maruti, Ramdas Dama Khutarkar, Ragho, Anant, Balu Goma Khutarkar, Muktabai, Ramesh, Haresh Dattu Khutarkar, Namdev, Vasant, Gajanan, Ganesh, Manjibai Soma Khutarkar, Harichandra, Sajan, Changunabai and Gangabai Krishna Khutarkar as the holders and the other rights column reflects a remark of "fragment".

2. We have not been furnished with an extract of Mutation Entry no.1465.
3. We have been furnished with a Certificate dated September 14, 2015 issued by Talathi Saja, Shil, stating that the extracts of Mutation Entry nos.294, 444, 467 are not clear. We have also been furnished with a Certificates dated September 14, 2015 issued by Talathi Saja, Shil, inter alia stating that the extracts of Mutation Entry no.194 and 292 are not clear. We have relied upon the aforementioned Certificates.
4. It is recorded vide Mutation Entry no.494 dated August 6, 1970 that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.
5. Mutation Entry no.617 dated November 5, 1987 records that:
  - a. Thakubai Gopal Khutarkar expired two years prior to the mutation and was survived by her grandsons Joma Dama Khutarkar, Maruti Dama Khutarkar, Ramdas Khutarkar; and granddaughter Janabai Hasha Khutarkar;
  - b. Goma Dama Khutarkar expired 10 years prior to the mutation and was survived by Ragho Goma Khutarkar, Anant Goma Khutarkar, Balu Goma Khutarkar, Janabai Ganpat Patil, Kedarubai Posha Patil, Vitthabai Bhagat and Devkubai Rajaram Patil;
  - c. Dattu Goma Khutarkar expired two years prior to the mutation and was survived by Muktabai Dattu Khutarkar, Ramesh Dattu Khutarkar and Naresh Dattu Khutarkar;
  - d. Soma Dama Khutarkar expired 12 years prior to the mutation and was survived by sons Namdev, Vasant, Gajanan and Ganesh and widow Manjibai Soma Khutarkar;

- e. Shripat Dama Khutarkar expired 13 years prior to the mutation and was survived by his daughter Manubai Keshav Patil;
  - f. Krishna Dama Khutarkar expired four years prior to the mutation and was survived by Harichandra Krishna Khutarkar, Sajan Krishna Khutarkar; daughter Changunabai Krishna Khutarkar; widow Gangabai Krishna Khutarkar.
  - g. Janabai Ganpat Patil, Kedrubai Poshia Patil, Vitthabai Bhagat, Devkubai Rajaram, Janabai Hasha, Manubai Keshav Patil had gotten married and states about release of their rights. Accordingly, the names of the other heirs were mutated on record.
6. Pursuant to the repayment of the loan of Rs.1000/- by Gopal Kalu Khutarkar, availed of for purchase of cattle, the charge of the said loan was deleted from the other rights column vide Mutation Entry no.644 dated April 1, 1989.
  7. Ragho Goma Khutarkar expired on December 24, 2000 and was survived by his (a) Parvati Ragho Khutarkar (widow), (b) Santosh Ragho Khutarkar (son), (c) Jyoti Pintu Khutarkar, (d) Shubham Pintu Khutarkar, (e) Tanvi Pintu Khutarkar ((c) to (e) being heirs of predeceased son Pintu Khutarkar and (c) being the guardian mother of (d) and (e)), (f) Navnath Ragho Khutarkar (son), (g) Padma Yashwant Naik (daughter), (h) Alka Laxman Thakur (daughter) and (i) Rekha Sunil Porji (daughter). Accordingly, the names of the heirs were mutated on record vide Mutation Entry no.1003 dated November 25, 2011. The said mutation entry also reflects that the concerned officer has relied upon Mutation Entry no.1886 of Village Shil, a copy whereof has not been furnished to us.
  8. Mutation Entry no.1036 dated May 7, 2012 records that Vasant Soma Khutarkar expired on December 16, 2004 and was survived by (a) Rupesh Vasant Khutarkar (son), (b) Prahlad Vasant Khutarkar (son), (c) Deepa Sanjay Patil (daughter), (d) Aruna Vasant Khutarkar (daughter). Accordingly, the names of the heirs were mutated on record. The said mutation entry also reflects that the wife of the deceased Yamuna Vasant Khutarkar had predeceased him. Further, the said mutation entry also reflects that the concerned officer has relied upon Mutation Entry no.1889 of Village Shil, a copy whereof has not been furnished to us.
  9. Mutation Entry no.1064 dated August 8, 2012 records that Ramdas Rama Khutarkar expired on September 19, 1997 and was survived by (a) Kalubai Ramdas Khutarkar, (b) Manohar Ramdas Khutarkar, (c) Gautam Ramdas Khutarkar, (d) Santosh Ramdas

Khutarkar, (e) Sitaram Ramdas Khutarkar, (f) Sunita Dilip Kondilkar. Accordingly, the names of the heirs were mutated on record. Further, the said mutation entry also reflects that the concerned officer has relied upon Mutation Entry no.1890 of Village Shil, a copy whereof has not been furnished to us.

10. Mutation Entry no.1065 dated August 8, 2012 records that Maruti Dama Khutarkar expired on August 26, 2010 and was survived by (a) Dharmabai Maruti Khutarkar, (b) Baburao Maruti Khutarkar, (c) Jitendra Maruti Khutarkar, (d) Surekha Ashok Patil and (e) Kavita Trimbak Patil. Accordingly, the names of the heirs were mutated on record. Further, the said mutation entry also reflects that the concerned officer has relied upon Mutation Entry no.1887 of Village Shil, a copy whereof has not been furnished to us.
11. Mutation Entry no.1066 dated August 8, 2012 records that Balaram alias Balu Khutarkar expired on December 9, 1997 and was survived by (a) Prabhabai Balaram Khutarkar, (b) Kishor Balaram Khutarkar and (c) Anita Sainath Bhagat. Accordingly, the names of the heirs were mutated on record. Further, the said mutation entry also reflects that the concerned officer has relied upon Mutation Entry no.1888 of Village Shil, a copy whereof has not been furnished to us.
12. Mutation Entry no.1067 dated August 8, 2012 records that Gujibai (Manjibai) Soma Khutarkar expired 14 years prior to the mutation and was survived by (a) Namdev Soma Khutarkar, (b) Gajanan Soma Khutarkar, (c) Ganesh Soma Khutarkar, (d) Rupesh Vasant Khutarkar, (e) Prahlad Vasant Khutarkar, (f) Deepa Sanjay Patil and (g) Aruna Vasant Khutarkar ((d) to (g) being legal heirs of Vasant Soma Khutarkar (expired on December 16, 2014) and of Late Yamuna Vasant Khutarkar). Accordingly, the names of the heirs were mutated on record. Further, the said mutation entry also reflects that the concerned officer has relied upon Mutation Entry no.1907 of Village Shil, a copy whereof has not been furnished to us.
13. By and under a Sale Deed dated March 30, 2015 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.3366 of 2015, (a) Karson Joma Khutarkar, (b) Nirmala Nana Mhatre, (c) Ranjana Ramdas Patil, (d) Dharmubai Maruti Khutarkar, (e) Baburao Maruti Khutarkar, (f) Jitendra Maruti Khutarkar, (g) Surekha Ashok Patil, (h) Kavita Trimbak Patil, (i) Kalubai Ramdas Khutarkar, (j) Manohar Ramdas Khutarkar, (k) Gautam Ramdas Khutarkar, (l) Santosh Ramdas Khutarkar, (m) Sitaram Ramdas Khutarkar, (n) Sakshi Dilip Kondilkar, (o) Ghanshyam Dilip Kondilkar ((n) and (o) being minors through their guardian (j) above), (p) Parvati Ragho Khutarkar, (q) Santosh Ragho Khutarkar, (r) Navnath Ragho Khutarkar, (s) Padma Yashwant Naik, (t) Alka

Laxman Thakur, (u) Rekha Sunil Porji, (v) Jyoti Pintu Khutarkar, (w) Shubham Pintu Khutarkar, (x) Tanvi Pintu Khutarkar ((w) and (x) being minors represented by their guardian mother (v) above), (y) Geeta Anant Khutarkar, (z) Yogita Padmakar Patil, (aa) Purnima Sagar Shiravkar, (bb) Chandra Mohan Pagare, (cc) Prabhabei Balaram Khutarkar, (dd) Kishor Balaram Khutarkar, (ee) Anita Sainath Bhagat, (ff) Muktabai Dattu Khutarkar, (gg) Ramesh Dattu Khutarkar, (hh) Naresh Dattu Khutarkar (mentioned as Hareesh Dattu Khutarkar in the mutation), (ii) Namdev Soma Khutarkar, (jj) Rupesh Vasant Khutarkar, (kk) Prahlad Vasant Khutarkar, (ll) Deepa Sanjay Patil, (mm) Aruna Vasant Khutarkar alias Aruna Ashok Karnekar, (nn) Gajanan Soma Khutarkar, (oo) Ganesh Soma Khutarkar, (pp) Harishchandra Krishna Khutarkar, (qq) Sajjan Krishna Khutarkar, (rr) Changunabai Krishna Khutarkar and (ss) Gangabai Krishna Khutarkar sold and transferred in favour of Gope Madhavdas Rochlani and Raja Gope Rochlani the captioned land admeasuring 00 Hectares 06.50 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.1220 dated June 8, 2015. The said mutation entry makes reference to the Consent Deed dated June 2, 2015 registered with the office of the Sub-Registrar, Thane – 2, , at Serial no.6260 of 2015, whereunder Pandharinath Goma Khutarkar, being one of the co-holders of the captioned land, confirmed the sale under the aforementioned Sale Deed in favour of Gope Madhavdas Rochlani and Raja Gope Rochlani and further, Pandharinath Goma Khutarkar also executed in favour of Gope Madhavdas Rochlani and Raja Gope Rochlani a Power of Attorney dated June 2, 2015 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.6261 of 2015 thereby enabling the attorney to undertake the acts, deeds and things mentioned therein. It is further seen upon perusal of the said Sale Deed that the land was sold for legal and financial necessity of the family. It is further recorded that Sunita Dilip Kondilkar alias Deepali Dilip Kondilkar had expired and she was survived by her heirs being Sakshi and Ghanshyam Dilip Kondilkar and that their maternal uncle (*mama*) was taking care of the heirs of the deceased and that the captioned land was being sold for their benefit and necessity. In furtherance of the aforementioned Sale Deed dated March 30, 2015, the vendors also executed (a) Power of Attorney dated March 30, 2015 registered with the office of the Sub-Registrar, Thane – 2, at Serial no.3367 of 2015 in favour of Gop Madhavdas Rochlani and Raja Gop Rochlani thereby enabling the attorneys to undertake the acts, deeds and things mentioned therein; (b) Notarized Declaration cum Indemnity dated March 30, 2015 in respect of the captioned land; and (c) Undated Possession receipt recording handing over of the possession to Gope Madhavdas Rochlani and Raja Gope Rochlani.

14. Upon perusal of a notarized Affidavit dated March 30, 2015, it is seen that (a) Karsan Joma Khutarkar, (b) Nirmala Nana Mhatre, (c) Ranjana Ramdas Patil, (d) Sakshi Dilip Kondilkar, (e) Ghanshyam Dilip Kondilkar ((d) and (e) being minors, through their guardian Manohar Ramdas Khutarkar), (f) Geeta Anant Khutarkar, (g) Yogita Padmakar Patil, (h) Purnima Sagar Shivarkar alias Purnima Anant Khutarkar and (i) Chandra Mahesh Pagare have stated that the following persons have expired and are survived by their heirs set out hereunder:

<b>Sr.no.</b>	<b>Names of the deceased</b>	<b>Names of the heirs</b>
A.	Joma Dama Khutarkar	(a), (b) and (c) above
B.	Sunita Dilip Kondilkar alias Deepali Dilip Kondilkar	(d) and (e) above
C.	Anant Goma Khutarkar	(f) to (i) above.

15. By and under a Deed of Confirmation dated January 25, 2017 registered with the office of the Sub-Registrar, Thane – 5, at Serial no.910 of 2017, executed between Gope Madhavas Rochlani and Raje Gope Rochlani (as the parties of the first part) and M/s. Glory (as the party of the other part), the parties thereto have confirmed that the aforementioned Sale Deed dated March 30, 2015 and registered with the office of the Sub-Registrar, Thane – 2, at Serial no.3366 of 2015 was executed Gope Madhavas Rochlani and Raje Gope Rochlani in their capacity as the authorized partner of M/s. Glory for its business and benefits and further, that the entire consideration was paid by M/s. Glory. It is further recorded that inadvertently some typographical mistakes were made while typing whereby in title clause only the names of Gope Madhavas Rochlani and Raje Gope Rochlani were typed. Gope Madhavas Rochlani and Raje Gope Rochlani have admitted, confirmed and declared that the captioned land is in possession of M/s. Glory.
16. Village Form VII/XII for the period 2014-2015 to 2016-2017 records the names of Gope Madhavas Rochlani and Raja Gope Rochlani as the holders of the captioned land admeasuring 00 Hectares 06.50 Ares. The other rights column records a remark of "fragment". The VII/XII extract should be updated to reflect the name of M/s. Glory as the holder thereof.

**Survey no.101 Hissa no.3 admeasuring 00 Hectares 17.4 Ares:**

1. We have been furnished with Village Form VII/XII in respect of the captioned land for the period 1946-1947 to 1970-1971 and 1980-1981 to 2016-2017. The VII/XII for the period 1946-1947 to 1970-1971 is not completely legible. VII/XII extract for the period 1980-1981 to 1992-1993 reflects the name of Manglya Hari Patil as the holder and the other rights column reflects a remark of "fragment".
2. Mutation Entry no.113 dated July 10, 1932 records that on May 26, 1932, Vishnu Laxman Phadke purchased from Dharma Kalu Patil, Hari Kalu Patil, Kaba Nanaji Shet Thakkar inter alia the captioned land for Rs.1,425/-. We have not been furnished with a copy of the aforementioned sale deed and have relied upon the contents of the said mutation entry.
3. We have been furnished with a certificate dated May 19, 2014 issued by the Talathi Saza, Shil *inter alia* stating that Mutation Entry no.292 is illegible. We have relied on the said certificate.
4. The names of Manglya Hari and Tikdya Hari were recorded as protected tenants of inter alia the captioned land, owned by Vishnu Laxman Phadke vide Mutation Entry no.317 dated October 17, 1954.
5. We have been furnished with a certificate dated December 8, 2011 issued by the Talathi Saza, Shil stating that Mutation Entry no.357 is not available. We have relied on the said certificate.
6. Mutation Entry no.363 dated November 11, 1955 records that on August 18, 1955, Tikdya Hari Bhoir and Mangal Hari Bhoir purchased from Vishnu Laxman Phadke inter alia the captioned land for Rs.1,500/-. Since we have not been furnished with a copy of the aforementioned sale deed, we have relied upon the contents of the said mutation entry. It appears that Mangal Hari is mentioned as Manglya Hari in other mutation entries. We presume that they are the same persons.
7. It is recorded vide Mutation Entry no.494 dated August 6, 1970 that the provisions of the Weights and Measures Act, 1958 and the Indian Coinage Act, 1956 were implemented and accordingly the records were mutated to reflect the conversion of the unit of measurement from Acres and Gunthas to Hectares and Ares. Consequently, the area of the captioned land was converted to Hectares - Ares.

8. Mutation Entry no.517 dated September 22, 1972 records that Tikdya Hari Patil expired in or around the year 1970 and was survived by his son Dharma Tikdya Patil, daughter Parvati Tikdya and Bhagibai Tikdya and widow Changibai Tikdya. Accordingly, the name of Changibai Tikdya Patil, for self and as the guardian of the minor son and daughters was mutated on records of inter alia the captioned land.
9. Mutation Entry no.573 dated February 25, 1980 records that pursuant to partition between Manglya Hari Patil, Dharma Tikdya Patil, Changunabai Tikdya Patil, Parvatibai Tikdya Patil, Bhagibai Krishna Patil in or around the year 1968-1970, the captioned land came to the share of Manglya Hari Patil. It appears that the partition may have been an oral partition since there is no mention of any partition deed being executed.
10. By and under a Release Deed dated January 20, 2012 and registered with the office of the Sub-Registrar, Thane – 5, at Serial no.656 of 2012, (a) Mainabai Tulshiram Bhagat, (b) Thakubai Chintaman Patil; heirs of Shantabai Ananta Mhatre, being (c) Ananta Goma Mhatre, (d) Santosh Ananta Mhatre, (e) Jijabai Vishwanath Patil, (f) Sitabai Dnyandev Patil, (g) Anjani Devidas Patil, (h) Babybai Prashant Bhagat released in favour of Budhya Manglya Patil, Nana Manglya Patil, Hanuman Manglya Patil, Namdev Manglya Patil and Balaram Manglya Patil, without any consideration, all their rights in inter alia the captioned land.
11. By and under a Sale Deed dated March 12, 2012 and registered with the office of the Sub-Registrar, Thane – 5, at Serial no.2461 of 2012, (a) Manglya Hari Patil, (b) Kanibai Manglya Patil, (c) Budha Manglya Patil, (d) Parvatibai Budha Patil, (e) Nitin Budha Patil, (f) Krishna Budha Patil, (g) Meenakshi Krishna Patil, (h) Sachin Budha Patil, (i) Sunita Sachin Patil, (j) Aparna Tejas Naik, (k) Nana Manglya Patil, (l) Anjani Nana Patil, (m) Jyotsna Sunil Bhoir, (n) Sadhana Sopan Patil, (o) Jayesh Nana Patil, (p) Rahul Nana Patil, (q) Hanuman Manglya Patil, (r) Banubai Hanuman Patil, (s) Nivrutti Hanuman Patil, (t) Sushila Nivrutti Patil, (u) Muktabai Sadashiv Mali, (v) Shobha Raju Patil, (w) Namdev Manglya Patil, (x) Nanda Namdev Patil, (y) Raj Namdev Patil, (z) Sneha Namdev Patil ((y) and (z) being minors, represented by their guardian father (w) above), (aa) Balaram Manglya Patil, (bb) Sunanda Balaram Patil, (cc) Nikita Balaram Patil, (dd) Arpita Balaram Patil and (ee) Rudra Balaram Patil ((cc) to (ee) being minors, represented by their guardian father (aa) above) sold and transferred in favour of Indrajit Sarkar Nimbalkar the captioned land admeasuring 00 Hectares 17.40 Ares, for the consideration and in the manner stated therein, which fact has been recorded vide Mutation Entry no.1025 dated March 22, 2012. Upon perusal of the said

Sale Deed, it is seen that the land was sold for legal and financial necessity of the family. In furtherance of the aforementioned Sale Deed, the vendors also executed in favour of Indrajit Sarkar Nimbalkar (a) Power of Attorney dated March 19, 2012, registered with the office of the Sub-Registrar, Thane – 5, at Serial no.256 of 2012, thereby enabling the attorney to undertake the acts, deeds and things mentioned therein; (b) Declaration cum Indemnity notarized on July 4, 2012; and (c) undated Possession receipt recording handing over the possession of the captioned land to Indrajit Sarkar Nimbalkar.

12. By and under a Deed of Confirmation dated September 14, 2016 registered with the office of the Sub-Registrar, Thane – 5, at Serial no.10558 of 2016, executed between Indrajit Sarkar Nimbalkar and M/s. Glory, the parties thereto have confirmed that the aforementioned Sale Deed dated March 12, 2012 was executed by Indrajit Sarkar Nimbalkar in his capacity as the authorized partner of M/s. Glory for its business and benefits and further, that the entire consideration was paid by M/s. Glory. It appears that after the execution of the aforementioned Sale Deed, Indrajit Sarkar Nimbalkar has retired from the firm of M/s. Glory. It is further recorded that inadvertently some typographical mistakes were made while typing whereby in title clause only the name of Indrajit Sarkar Nimbalkar was typed. Indrajit Sarkar Nimbalkar has also substituted M/s. Glory or its partners in his place in respect of the Power of Attorney dated March 19, 2012, registered with the office of the Sub-Registrar, Thane – 5, at Serial no.256 of 2012. Indrajit Sarkar Nimbalkar has admitted, confirmed and declared that the captioned lands are in possession of M/s. Glory.
13. Village Form VII/XII for the period 2014-2015 to 2016-2017 records the name of Indrajit Sarkar Nimbalkar as the holder of the captioned land admeasuring 00 Hectares 17.40 Ares. The other rights column records a remark of "fragment". We have not been furnished with the documents pertaining to the proceedings, if any, under the Fragmentation Act. The VII/XII extract should be updated to record the name of M/s. Glory as the holder thereof.

#### **D. JOINT DEVELOPMENT AGREEMENT**

1. By and under a Joint Development Agreement dated November 16, 2017 registered with the office of the Sub-Registrar, Thane – 1, at Serial no.15511 of 2017 executed between M/s. Glory of the one part, the persons set out in the table hereunder written of the second part and Provident Housing Limited (“**PHL**”) of the third part, M/s. Glory and the parties of the second part granted in favour of PHL the development rights in

respect of an area admeasuring 26,511.43 square meters out of the said Lands, i.e. an area admeasuring 15,801.81 square meters out of Survey nos./Hissa nos.88/4, 90/1, 90/4/2, 90/2/5, 101/2 and 101/3 and an area admeasuring 10,709.62 square meters out of Survey nos./Hissa nos.89, 90/2/4 and 101/1/2, to be developed jointly by M/s. Glory and PHL, for the consideration and in the manner stated therein. In furtherance of the said Joint Development Agreement, M/s. Glory also executed in favour of PHL an Irrevocable Power of Attorney dated November 16, 2017 registered with the office of the Sub-Registrar, Thane – 1, at Serial no.15512 of 2017 thereby enabling the attorney to undertake the acts, deeds and things mentioned therein. In terms of the aforementioned Joint Development Agreement, M/s. Glory is entitled to 36.36% share in the Project FSI (as defined therein) and the corresponding premises are to be identified in the manner set out therein. Further, the parties of the second part are entitled to a constructed area of 81,872 square feet in the manner set out in the aforementioned Joint Development Agreement.

**Details of the parties of the second part:**

Sr. No.	S. No.	Owners
1.	89	(a) Budhya Manglya Patil, (b) Nana Manglya Patil, (c) Hanuman Manglya Patil, (d) Namdev Manglya Patil (for self and as the Karta of the family), (e) Balaram Manglya Patil (for self and as the Karta of the family), (f) Parvatibai Budha Patil, (g) Nitin Budha Patil, (h) Krishna Budha Patil, (i) Meenakshi Krishna Patil, (j) Sachin Budha Patil, (k) Sunita Sachin Patil, (l) Deepali Tejas Naik, (m) Anjani Nana Patil, (n) Jyotsna Sunil Bhoir, (o) Sadhana Sopan Patil, (p) Jayesh Nana Patil, (q) Rahul Nana Patil, (r) Banubai Hanuman Patil, (s) Nivrutti Hanuman Patil, (t) Sushila Nivrutti Patil, (u) Muktabai Sadashiv Mali, (v) Shobha Raju Patil, (v) Nanda Namdev Patil, (w) Raj Namdev Patil, (x) Sneha Namdev Patil (y) Sunanda Balaram Patil, (z) Nikita Balaram Patil, (aa) Aparna Balaram Patil and (ab) Rudra Balaram Patil.
2.	90/2/4	Janhit Housing Development Limited.
3.	101/1/B	(a) Tukaram Gavtya Patil, (b) Jaibai Gajanan Patil, (c) Meena Gajanan Patil alias Meena Deepak Patil, (d) Ratna Gajanan Patil alias Ratna Ramesh Varge, (e) Shubhangi Gajanan Patil alias Shubhangi Dattatraya Madhvi, (f) Sakubai Sukrya Mali, (g) Savitrabai Ramdas Patil, (h) Jayanta Tukaram Patil, (i) Joshila Jayanta Patil, (j) Dhanashri Jayanta Patil, (k) Unmesh Jayanta Patil, (l) Priyanka Jayanta Patil, (m) Bhaghyashree Jayanta Patil, (n) Shailesh Jayanta Patil (o) Sugandha Ramesh Patil and (p) Daswanti Chandrakant Pawar.

2. By and under a Joint Development Agreement dated November 16, 2017 registered with the office of the Sub-Registrar, Thane – 1, at Serial no.15513 of 2017 executed between M/s. Glory of the one part, the persons set out in the table hereunder written

of the second part and PHL of the third part, M/s. Glory and the parties of the second part granted in favour of PHL the development rights in respect of an area admeasuring 20,768.57 square meters out of the said Lands, i.e. an area admeasuring 18,148.19 square meters out of Survey nos./Hissa nos.102/3, 100/4, 100/6, 92/2/2, 92/3, 92/2/1, 90/1 (part) and 90/4/2 (part) and an area admeasuring 2,620.38 square meters out of Survey nos./Hissa nos.100/5 and 101/1/2 (part) to be developed jointly by M/s. Glory and PHL, for the consideration and in the manner stated therein. In furtherance of the said Joint Development Agreement, M/s. Glory also executed in favour of PHL an Irrevocable Power of Attorney dated November 16, 2017 registered with the office of the Sub-Registrar, Thane – 1, at Serial no.15514 of 2017 thereby enabling the attorney to undertake the acts, deeds and things mentioned therein. In terms of the aforementioned Joint Development Agreement, M/s. Glory is entitled to 36.36% share in the Project FSI (as defined therein) and the corresponding premises are to be identified in the manner set out therein.

Sr. No.	Survey. No.	Owner
1.	100/5	(a) Tukaram Gavtya Patil, (b) Jaibai Gajanan Patil, (c) Meena Gajanan Patil alias Meena Deepak Patil, (d) Ratna Gajanan Patil alias Ratna Ramesh Varge, (e) Shubhangi Gajanan Patil alias Shubhangi Dattatraya Madhvi, (f) Sakubai Sukrya Mali, (g) Savitrabai Ramdas Patil, (h) Jayanta Tukaram Patil, (i) Joshila Jayanta Patil, (j) Dhanashri Jayanta Patil, (k) Unmesh Jayanta Patil, (l) Priyanka Jayanta Patil, (m) Bhaghyashree Jayanta Patil, (n) Shailesh Jayanta Patil (o) Sugandha Ramesh Patil and (p) Daswanti Chandrakant Pawar
2.	101/1/B(pt.)	(a) Tukaram Gavtya Patil, (b) Jaibai Gajanan Patil, (c) Meena Gajanan Patil alias Meena Deepak Patil, (d) Ratna Gajanan Patil alias Ratna Ramesh Varge, (e) Shubhangi Gajanan Patil alias Shubhangi Dattatraya Madhvi, (f) Sakubai Sukrya Mali, (g) Savitrabai Ramdas Patil, (h) Jayanta Tukaram Patil, (i) Joshila Jayanta Patil, (j) Dhanashri Jayanta Patil, (k) Unmesh Jayanta Patil, (l) Priyanka Jayanta Patil, (m) Bhaghyashree Jayanta Patil, (n) Shailesh Jayanta Patil, (o) Sugandha Ramesh Patil and (p) Daswanti Chandrakant Pawar

#### E. LITIGATION

1. Arbitration Petition no.204 of 2013 was filed before the Bombay High Court by Man Global Limited and another against Shree Rajlaxmi Properties Private Limited and others in relation to the dispute between the parties in respect of *inter alia* the said Lands. We have not been furnished a copy of the Arbitration Petition.

2. By and under an Order dated March 19, 2013 passed in the Arbitration Petition, it was held that in view of the fact that the respondents have failed to comply with its part of obligation and cheque of Rs.5 crore issued by the respondent is dishonoured, the respondent was restrained from dealing with and / or disposing of and / or creating any third party rights and / or entering into any agreement of any nature whatsoever with any third party in respect of *inter alia* the said Lands except Survey no.90 Hissa no.2/4, Survey no.92 Hissa no.3, Survey no.100 Hissa no.5, Survey no.101 Hissa no.1B, Survey no.101 Hissa no.2 and Survey no.101 Hissa no.3.
3. Further, a Notice of Lis Pendens was registered with the office of the Sub-Registrar, Thane – 2, at Serial no.3093 of 2013 on April 8, 2013 by the petitioners and consequently, a remark of Lis Pendens was mutated in the other rights column of *inter alia* the said Lands vide Mutation Entry no.1108 dated April 20, 2013.
4. Thereafter, by and under an Order dated January 30, 2014, it was recorded that the respondents will pay the amount of Rs.5 crore within two weeks alongwith interest @ 15% p.a. and that it shall be open to the petitioners to accept this amount without prejudice to its rights and contentions that it is entitled to receive amount of interest and damage. It was further recorded that the ad-interim order granted in the petition will continue till the aforementioned payment is made by the respondents and the petition was disposed of accordingly. Pursuant to the Order dated January 30, 2014, the remark of Lis Pendens was deleted vide Mutation Entry no.1165 dated June 27, 2014. Thereafter, the respondents have paid a sum of Rs.7,18,75,000 to the petitioner vide Pay Order bearing no.331627 dated March 12, 2014 drawn on Karur Vyasa Bank Limited. By and under a letter dated March 14, 2014, Man SRL Construction LLP has confirmed the receipt of the aforementioned amount.
5. We have been informed by M/s. Glory Township LLP that the matter is pending before the Arbitrator only for ascertaining the quantum of interest and damages. However, the statement of claim has not been provided to us and we are not aware if any application has been made for securing the interest and damages against the said Lands.

#### **F. SEARCH REPORT**

1. Pursuant to the searches caused to be carried out by us at the offices of Sub-registrar of Assurances, at Mumbai, Thane and Thane-1, 2, 5 & 10, Mr. Ashish Jhaveri, has submitted Search Report dated October 31, 2017 (the “**Search Reports**”) recording the searches of Index-II records conducted by him in respect of the said Lands at the

aforementioned offices of the Sub-Registrar of Assurances, for the period 1957 to 2017 (both inclusive). The searches for the records in the year 2017 have been conducted for the period upto October 30, 2017.

2. The report refers to one Deed of Confirmation dated March 12, 2012 registered with the office of the Sub-Registrar, Thane - 5 at Serial no. 2195 of 2012. However, M/s. Glory has informed us that the same does not pertain to the land bearing Survey no.89 and pertains to land bearing Survey nos. 101/5 and 62/2b.

**G. ROC SEARCH OF M/S. GLORY**

Upon perusal of the Status Reports dated January 25, 2017 and [November 2, 2017] issued by M/s. Jayshree Dagli & Associates, Company Secretaries in respect of M/s. Glory Township LLP and annexed hereto and marked as **Annexure "B1"** and **"B2"** respectively, we note that the said Reports does not record any charge on the said Lands.

**H. ENCUMBRANCES**

M/s. Glory has informed us that the said Lands have not been mortgaged and the same are free from all encumbrances.

**I. PUBLIC NOTICE**

We have caused notices to be published in the August 6, 2016 edition of the newspapers the Times of India and Maharashtra Times, inviting claims / objections, if any, to the title of the owners of the said Lands and the rights of M/s. Glory in the said Lands. Pursuant thereto, till the date of this Report, no claims / objections have been received by us.

**J. OUTGOINGS**

We have been furnished with the Bill no.0452654 dated July 19, 2016 raised by the Talathi, Saja Shil on M/s. Glory Township LLP for payment of non-agricultural assessment of Rs.74,333/- in respect of the lands bearing Survey no.90/2/4, for the period 2015-2016. M/s. Glory Township LLP has informed us that the same has been paid. Save and except the aforementioned bill, we have not been furnished with any other bill / demand raised by any authority in relation to the said Lands.

M/s. Glory Township LLP has informed us that the bill for non-agricultural use of the said Lands for the current period has not been received since the lands were converted to non-agricultural use in the current year.

**K. INSPECTION OF ORIGINAL TITLE DEEDS**

We have carried out inspection of the original title documents on July 5, 2016 at the office of M/s. P and P Legal, Advocates & Solicitors of M/s. Glory. A list setting out the details of the original title documents furnished to us for inspection is annexed hereto and marked as **Annexure “C”**.

**L. CONCLUSION**

Subject to what is stated in this Report, we are of the opinion that: -

1. M/s. Glory Township LLP is the owner of the following lands and the title of M/s. Glory Township LLP to the following lands, all situate, lying and being at Village Daighar, Taluka and District Thane, is clear and marketable:

Sr.No.	Survey No.	Area (in H-A)
1.	88/4	00-45.20
2.	90/1	00-27.60
3.	90/2/5	00-38.00
4.	90/4/2	00-34.40
5.	101/2	00-06.50
6.	101/3	00-17.40
	<b>TOTAL</b>	<b>01-69.10</b>

2. Subject to what is stated at Serial no.3. below, M/s. Glory Township LLP is entitled to the development rights with respect to following lands, all situate, lying and being at Village Daighar, Taluka and District Thane, subject to the terms and conditions of the Agreements mentioned hereinbelow:

Sr.No.	Survey No.	Development Agreement	Area (in H-A)
1.	89	12 <sup>th</sup> March 2012 registered with the office of the Sub-Registrar, Thane – 5, at Serial No.2460 of 2012 on 19 <sup>th</sup> March 2012	00-32.90
2.	90/2/4	8 <sup>th</sup> August, 2012 registered with the office of the Sub-Registrar, Thane – 5, at Serial No.6793 of 2012	00-58.10

3.	101/1/B	28 <sup>th</sup> May, 2014 registered with the office of the Sub-Registrar, Thane – 2, at Serial No.4410 of 2014	00-22.30
		<b>Total</b>	<b>01-13.30</b>

3. Puravankara Housing Limited is entitled to the development rights with respect to following lands, all situate, lying and being at Village Daighar, Taluka and District Thane, subject to the terms and conditions of the Joint Development Agreement dated November 16, 2017 registered with the office of the Sub-Registrar, Thane – 1, at Serial no.15511 of 2017 and the Joint Development Agreement dated November 16, 2017 registered with the office of the Sub-Registrar, Thane – 1, at Serial no.15513 of 2017:

Sr.no.	Survey no.	Area (in square meters)
1.	88/4	4,520.00
2.	90/1	2,760.00
3.	90/4/2	3,440.00
4.	90/2/5	3,800.00
5.	101/2	650.00
6.	101/3	1,740.00
7.	89	3,290.00
8.	90/2/4	5,810.00
9.	101/1/2 (101/1/B)	2,230.00
	<b>Total</b>	<b>28,240.00</b>

For Wadia Ghandy & Co.



Partner