

# RAJESH NAIR

Advocate, High Court

B/204, 2<sup>nd</sup> Floor, Cherish Vinayak Enclave Co-operative Housing Society Limited, Bldg No.9, Cherish Homes,  
Near Old Viva College, Virar (West), Palghar District-401303 ☎ 9860130597 ✉ rishnair002@gmail.com

## FORMAT -A

(Circular -28 /2021)

To  
MahaRERA  
Bandra (East), Mumbai

## LEGAL TITLE REPORT

1. Sub: Title clearance certificate with respect to land bearing Survey Nos. (1) Survey No. 195 Hissa No. 1, admeasuring 3,230 square meters; (2) Survey No. 195 Hissa No. 2, admeasuring 1,500 square meters; (3) Survey No. 212 Hissa No. 1, admeasuring 1,110 square meters; (4) Survey No. 212 Hissa No. 3, admeasuring 1,870 square meters; (5) Survey No. 212 Hissa No. 4, admeasuring 830 square meters; (6) Survey No. 212 Hissa No. 8/2, admeasuring 1,210 square meters, Survey No. 224 Hissa No. 4, admeasuring 1,110 square meters, Hissa No. 8, admeasuring 450 square meters, Hissa No. 16, admeasuring 300 square meters, Hissa No. 5, admeasuring 860 square meters, Hissa No. 10, admeasuring 380 square meters, and Hissa No. 18, admeasuring 330 square meters; (7) Survey No. 223 Hissa No. 1, admeasuring 2,150 square meters, Survey No. 224 Hissa No. 6, admeasuring 960 square meters, Survey No. 224 Hissa No. 9, admeasuring 510 square meters, and Survey No. 224 Hissa No. 17, admeasuring 380 square meters; (8) Survey No. 223 Hissa No. 2, admeasuring 1,720 square meters; (9) Survey No. 223 Hissa No. 3, admeasuring 1,340 square meters, Survey No. 224 Hissa No. 3, admeasuring 50 square meters and Survey No. 224 Hissa No. 15, admeasuring 230 square meters; (10) Survey No. 224 Hissa No. 1, admeasuring 4,330 square meters, Survey No. 224 Hissa No. 7, admeasuring 880 square meters and Survey No. 224 Hissa No. 14, admeasuring 710 square meters; (11) Survey No. 224 Hissa No. 11, admeasuring 230 square meters; (12) Survey No. 224 Hissa No. 12, admeasuring 510 square meters and Survey No. 224 Hissa No. 13, admeasuring 50 square meters; (13) Survey No. 225 Hissa No. 1, admeasuring 760 square meters; (14) Survey No. 227 Hissa No. 2/1, admeasuring 1,140 square meters; (15) Survey No. 225 Hissa No. 3/1, admeasuring 1,310 square meters, Survey No. 225 Hissa No. 3/2 admeasuring 580 square meters and Survey No. 228 Hissa No. 3/2 admeasuring 710 square meters; (16) Survey No. 227 Hissa No. 2/2, admeasuring 1,140 square meters; (17) Survey No. 213, admeasuring 11,630 square meters; (18) Survey No. 214, admeasuring 12,490 square



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meters; (19) Survey No. 215, admeasuring 6,900 square meters; (20) Survey No. 216, admeasuring 9,510 square meters; (21) Survey No. 227 Hissa No. 1, admeasuring 1,270 square meters; (22) Survey No. 211 Hissa No. 11/1/3, admeasuring 1,310 square meters; (23) Survey No. 211 Hissa No. 14/1, admeasuring 1,000 square meters; (24) Survey No. 225 Hissa No. 5, admeasuring 1,210 square meters; (25) Survey No. 225 Hissa No. 6, admeasuring 480 square meters; (26) Survey No. 225 Hissa No. 8, admeasuring 2,530 square meters; (27) Survey No. 226 Hissa No. 3/2, admeasuring 200 square meters; (28) Survey No. 227 Hissa No. 3, admeasuring 760 square meters; (29) Survey No. 227 Hissa No. 4, admeasuring 860 square meters; (30) Survey No. 227 Hissa No. 5, admeasuring 660 square meters; (31) Survey No. 212 Hissa No. 8/1, admeasuring 180 square meters; (32) Survey No. 224 Hissa No. 2, admeasuring 100 square meters; (33) Survey No. 225 Hissa No. 2, admeasuring 405 square meters (one part); (34) Survey No. 225 Hissa No. 2, admeasuring 405 square meters (other part); and (35) Survey No. 225 Hissa No. 4/4, admeasuring 3,975 square meters admeasuring in aggregate approximately 88,745 square meters all situate, lying and being in Village Bolinj, Taluka Vasai, District Palghar, since amalgamated and subdivided as (1) Survey No. 195B/1 admeasuring 660.00 square meters earmarked for a DP Road (which land is now handed over to the VVCMC); (2) Survey No. 195B/2 admeasuring 35,310.20 square meters earmarked for residential development; (3) Survey No. 195B/3 admeasuring 1,895.76 square meters earmarked for residential development; (4) Survey No. 195B/4 admeasuring 1,124.97 square meters earmarked for Amenity; (5) Survey No. 195B/5 admeasuring 10,502.65 square meters earmarked for DP Road (which land is now handed over to the VVCMC); (6) Survey No. 195B/6 admeasuring 1,499.91 square meters earmarked for water channel (nallah) (which land is now handed over to the VVCMC); (7) Survey No. 195B/7 admeasuring 1,845.96 square meters earmarked for Play Ground; (8) Survey No. 195B/8 admeasuring 395.19 square meters earmarked for Amenity; (9) Survey No. 195B/9 admeasuring 31,845.12 square meters earmarked for residential development; (10) Survey No. 195B/10 admeasuring 2,158.57 square meters earmarked for Amenity; (11) Survey No. 195B/11 admeasuring 152.57 square meters earmarked for Hospital; (12) Survey No. 195B/12 admeasuring 44.10 square meters earmarked for Hospital; and (13) Survey No. 195B/13 admeasuring 1310 square meters earmarked for Plot B admeasuring in aggregate approximately 88,745 square meters all situate, lying and being in Village Bolinj, Taluka Vasai, District Palghar



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**RAJESH NAIR**  
**ADVOCATE HIGH COURT**

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(hereinafter collectively referred to as 'the said Property').

Dear Sir,

1. I have investigated the title of the said property on the request of Shri. Nayan A. Shah of Mayfair Housing (hereinafter referred to as 'the Owner') and perused following documents i.e.:

**a. Description of the said Property:**

Land bearing Survey Nos. (1) Survey No. 195 Hissa No. 1, admeasuring 3,230 square meters; (2) Survey No. 195 Hissa No. 2, admeasuring 1,500 square meters; (3) Survey No. 212 Hissa No. 1, admeasuring 1,110 square meters; (4) Survey No. 212 Hissa No. 3, admeasuring 1,870 square meters; (5) Survey No. 212 Hissa No. 4, admeasuring 830 square meters; (6) Survey No. 212 Hissa No. 8/2, admeasuring 1,210 square meters, Survey No. 224 Hissa No. 4, admeasuring 1,110 square meters, Hissa No. 8, admeasuring 450 square meters, Hissa No. 16, admeasuring 300 square meters, Hissa No. 5, admeasuring 860 square meters. Hissa No. 10, admeasuring 380 square meters, and Hissa No. 18, admeasuring 330 square meters; (7) Survey No. 223 Hissa No. 1, admeasuring 2,150 square meters, Survey No. 224 Hissa No. 6, admeasuring 960 square meters, Survey No. 224 Hissa No. 9, admeasuring 510 square meters, and Survey No. 224 Hissa No. 17, admeasuring 380 square meters; (8) Survey No. 223 Hissa No. 2, admeasuring 1,720 square meters; (9) Survey No. 223 Hissa No. 3, admeasuring 1,340 square meters, Survey No. 224 Hissa No. 3, admeasuring 50 square meters and Survey No. 224 Hissa No. 15, admeasuring 230 square meters; (10) Survey No. 224 Hissa No. 1, admeasuring 4,330 square meters, Survey No. 224 Hissa No. 7, admeasuring 880 square meters and Survey No. 224 Hissa No. 14, admeasuring 710 square meters; (11) Survey No. 224 Hissa No. 11, admeasuring 230 square meters; (12) Survey No. 224 Hissa No. 12, admeasuring 510 square meters and Survey No. 224 Hissa No. 13, admeasuring 50 square meters; (13) Survey No. 225 Hissa No. 1, admeasuring 760 square meters; (14) Survey No. 227 Hissa No. 2/1, admeasuring 1,140 square meters; (15) Survey No. 225 Hissa No. 3/1, admeasuring 1,310 square meters, Survey No. 225 Hissa No. 3/2 admeasuring 580 square meters and Survey No. 228 Hissa No. 3/2 admeasuring 710 square meters; (16) Survey No. 227 Hissa No. 2/2, admeasuring 1,140 square meters; (17) Survey No. 213,



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for Plot B admeasuring in aggregate approximately 88,745 square meters all situate, lying and being in Village Bolinj, Taluka Vasai, District Palghar (hereinafter collectively referred to as 'the said Property').

**b. The documents of allotment of the Property:**

1. Agreement dated 21<sup>st</sup> November, 1985.
2. Agreement dated 18<sup>th</sup> December, 1985.
3. Deed of Conveyance dated 26<sup>th</sup> August, 1992 and registered at the office of the Sub- Registrar of Assurances at Vasai-2, Under No. 1520/1992 on 26<sup>th</sup> August, 1992.
4. Debenture Trust Deed dated 20<sup>th</sup> August, 2019 and registered with the Sub-Registrar of Assurances at Vasai-5 under No.6936/2019 on 29<sup>th</sup> August, 2019.
5. Deed of Conveyance dated 26<sup>th</sup> August, 1992 and registered at the office of the Sub-Registrar of Assurances at Vasai-2. under No. 1519/1992 on 26<sup>th</sup> August, 1992.
6. Agreement dated 4<sup>th</sup> November 2011 and registered at the office of the Sub Registrar of Assurance at Vasai-2, under No. 12636-2011 on 4<sup>th</sup> November 2011.
7. Deed of Conveyance dated 22<sup>nd</sup> July, 1992 and registered at the office of the Sub-Registrar of Assurances at Vasai-2. under No. 1380/1992 on 22<sup>nd</sup> July, 1992.
8. Deed of Conveyance dated 17<sup>th</sup> July, 1992 and registered at the office of the Sub-Registrar of Assurances at Vasai-2, under No. 1355/1992 on 17<sup>th</sup> July, 1992.
9. Deed of Conveyance dated 22<sup>nd</sup> July, 1992 and registered at the office of the Sub-Registrar of Assurances at Vasai-2. under No. 1382/1992 on 22<sup>nd</sup> July, 1992.
10. Agreement dated 18<sup>th</sup> December, 1985.
11. Deed of Conveyance dated 19<sup>th</sup> May, 1993, and registered at the office of the Sub-Registrar of Assurances at Vasai-2, under No. 693/1993 on 19<sup>th</sup> May, 1993.
12. Conveyance dated 23<sup>rd</sup> November, 1992 duly registered with the Sub-Registrar of Assurance at Vasai- 2 under No.386 of 1992 on 23<sup>rd</sup> November, 1992.
13. Papers and proceeding of Civil Appeal No. 19 of 2015.
14. Opinion dated 15<sup>th</sup> April, 2021 given by Advocate Shri. William Fernandes in Civil Appeal No. 19 of 2015.
15. Agreement dated 18<sup>th</sup> December, 1985.



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16. Deed of Conveyance dated 4<sup>th</sup> September, 1992 and registered at the office of the Sub- Registrar of Assurances at Vasai-2, under No. 1/1992 on 4<sup>th</sup> September, 1992.
17. Deed of Conveyance dated 20<sup>th</sup> July, 1992 and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, under No. 1366/1992 on 20<sup>th</sup> July, 1992.
18. Deed of Conveyance dated 12<sup>th</sup> August, 1992 and registered at the Office of the Sub- Registrar of Assurances at Vasai-2, Under No. 1467/1992 on 12<sup>th</sup> August, 1992.
19. Deed of Conveyance dated 21<sup>st</sup> January, 1993 and registered at the Office of the Sub- Registrar of Assurances at Vasai-2, Under No. 90/1993 on 21<sup>st</sup> January, 1993.
20. Deed of Conveyance dated 10<sup>th</sup> June, 1993 and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, Under No. 751/1993 on 10<sup>th</sup> June, 1993.
21. Deed of Conveyance dated 30<sup>th</sup> July, 1992 and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, Under No. 1422/1992 on 31<sup>st</sup> July, 1992.
22. Deed of Conveyance dated 22<sup>nd</sup> July, 1992 and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, under No. 1381/1992 on 22<sup>nd</sup> July, 1992.
23. Deed of Conveyance dated 8<sup>th</sup> October, 1991 and registered at the office of the Sub-Registrar of Assurances at Vasai-2, Under No. 33/1991 on 8<sup>th</sup> October, 1991.
24. Deed of Conveyance dated 30<sup>th</sup> October, 1992 and registered at the Office of the Sub- Registrar of Assurances at Vasai-2, Under No. 264/1992 on 31<sup>st</sup> October, 1992.
25. Deed of Conveyance dated 9<sup>th</sup> June, 1992 and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, Under No. 1089 /1992 on 9<sup>th</sup> June, 1992.
26. Order bearing No. REV/D-IV/TNC-II/SP/SR-489/89 dated 12<sup>th</sup> April, 1994 passed by The Collector Thane.
27. Order bearing No. Rev/D-IV/T-II/TNC/SP/SR-496/89 dated 11<sup>th</sup> March, 1996 passed by The Collector.
28. Deed of Conveyance dated 9<sup>th</sup> April, 1997 and registered at the Sub- Registrar of Assurances at Vasai-2, Under No.935/1997 on 9<sup>th</sup> April, 1997.
29. Deed of Conveyance dated 9<sup>th</sup> April, 1997, and registered at the Office of the Sub- Registrar of Assurances at Vasai-2, Under No 933-1997 on 9<sup>th</sup> April, 1997.



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30. Deed of Conveyance dated 9<sup>th</sup> April, 1997 and registered at the Office of the Sub- Registrar of Assurances at Vasai-2, Under No.934/1997 on 9<sup>th</sup> April, 1997
31. Deed of Conveyance dated 9<sup>th</sup> April, 1997 and registered at the Office of the Sub- Registrar of Assurances at Vasai-2, Under No. 932/1997 on 9<sup>th</sup> April, 1997.
32. Deed of Conveyance dated 23<sup>rd</sup> May, 1995 and registered at the office of the Sub-Registrar of Assurances at Vasai-2, Under No. 1360/1995 on 23<sup>rd</sup> May, 1995.
33. Deed of Conveyance dated 10<sup>th</sup> March, 1995 and registered at the Office of the Sub- Registrar of Assurances at Vasai-2, Under No. 381/1995 on 10<sup>th</sup> March, 1995.
34. Deed of Conveyance dated 10<sup>th</sup> May, 1995, and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, Under No. 1205/1995 on 10<sup>th</sup> May, 1995.
35. Conveyance dated 19<sup>th</sup> September, 1996, registered at the office of the Sub- Registrar of Assurance at Vasai-2, Under No.2466/1996 on 19<sup>th</sup> September, 1996
36. Conveyance dated 5<sup>th</sup> April, 2006, registered at the office of the Sub-Registrar of Assurance at Vasai-2, Under No.2911/2006 on 5<sup>th</sup> April, 2006.
37. Conveyance dated 7<sup>th</sup> November, 1992 registered at the office of the Sub- Registrar of Assurance at Vasai-2, Under No.301/1992 on 7<sup>th</sup> November, 1992.
38. Registered Deed of Release dated 27<sup>th</sup> February 2001.
39. Conveyance dated 2<sup>nd</sup> May, 2006, registered at the office of the Sub-Registrar of Assurance at Vasai-2, Under No.3781/2006 on 2<sup>nd</sup> May, 2006.
40. Conveyance dated 5<sup>th</sup> April, 2006, registered at the office of the Sub-Registrar of Assurance at Vasai-2, Under No.2916/2006 on 5<sup>th</sup> April, 2006.
41. Conveyance dated 12<sup>th</sup> April, 2006, registered at the office of the Sub-Registrar of Assurance at Vasai-2, Under No.3130/2006 on 13<sup>th</sup> April, 2006.
42. Conveyance dated 2<sup>nd</sup> May, 2006, registered at the office of the Sub-Registrar of Assurance at Vasai-2, Under No.3777/2006 on 2<sup>nd</sup> May, 2006.
43. Conveyance dated 5<sup>th</sup> April, 2006, registered at the office of the Sub-Registrar of Assurance at Vasai-2, Under No.2915/2006 on 5<sup>th</sup> April, 2006.
44. Deed of Conveyance dated 2<sup>nd</sup> November, 2006, and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, Under No. 9568/2006 on 2<sup>nd</sup> November, 2006.



45. Deed of Conveyance dated 9<sup>th</sup> November, 1993, and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, Under No. 1105/1993 on 9<sup>th</sup> November, 1993.
46. Deed of Conveyance dated 5<sup>th</sup> April, 2006 and registered at the Office of the Sub-Registrar of Assurances at Vasai-2. Under No. 2912/2006 on 5<sup>th</sup> April, 2006.
47. Deed of Conveyance dated 27<sup>th</sup> July, 2011 and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, Under No. 9162/2011 on 27<sup>th</sup> July, 2011.
48. Power of Attorney dated 18<sup>th</sup> January, 2005.
49. Indenture dated 22<sup>nd</sup> December, 2006 registered with the Sub-Registrar of Assurances at Vasai-2 under No.11702-2006 on 26<sup>th</sup> December, 2006.
50. Indenture dated 29<sup>th</sup> December, 2006 registered with the Sub-Registrar of Assurances at Vasai-2 under No.11877-2006 on 29<sup>th</sup> December, 2006.
51. Indenture dated 29<sup>th</sup> June, 2004 and registered with the Sub-Registrar of Assurances at Vasai-2 under No.3642 of 2004.
52. Power of Attorney dated 15<sup>th</sup> February, 2005.
53. Indenture dated 6<sup>th</sup> July, 2007 Sub-Registrar of Assurances at Vasai-2 under No.8687-2007 on 6<sup>th</sup> July, 2007.
54. Conveyance dated 24<sup>th</sup> December, 2010 and registered with the Sub-Registrar of Assurances at Vasai-2 under No.18116/2010 on 24<sup>th</sup> December, 2010.
55. Indenture dated 25<sup>th</sup> October, 2011 registered with the Sub-Registrar of Assurances at Vasai-2 under No. 12422-2011 on 25<sup>th</sup> October, 2011.
56. Indenture dated 12<sup>th</sup> June, 2015 registered with the Sub-Registrar of Assurances at Vasai-5 under No.3017-2015 on 12<sup>th</sup> June, 2015.
57. Deed of Conveyance dated 7<sup>th</sup> June, 1990 registered with the Sub-Registrar of Assurances at Vasai-2 under No. 742-1990 on 7<sup>th</sup> June, 1990.
58. Papers and Proceedings of Regular Civil Suit No. 227of 2018
59. Application dated 9<sup>th</sup> June, 2020.
60. Letter dated 31<sup>st</sup> March, 2021 issued by the Thasildar.
61. Opinion dated 15<sup>th</sup> April, 2021 given by Advocate Shri. William Fernandes in Regular Civil Suit No. 227of 2018.
62. Papers and proceedings in Misc. Appeal No. 57 of 2021
63. Will and Testament dated 26<sup>th</sup> April, 1993.
64. Papers and proceedings of Petition No.1335 of 2019.



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65. Probate dated 23<sup>rd</sup> February, 2021.
  66. Will and Testament dated 20<sup>th</sup> May, 2012.
  67. Papers and proceedings of Petition No.3168 of 2019.
  68. Probate dated 31<sup>st</sup> March, 2021.
  69. Non-Agricultural (N.A) Order bearing No. REV/K-1/T 9/NAP/SR-13/94 dated 31<sup>st</sup> December, 1994.
  70. Non-Agricultural (N.A) Order bearing No. REV/K-1/T-9/NAP/SR-37/2004 dated 4<sup>th</sup> May, 2006.
  71. Non-Agricultural (N.A) Order bearing No. REV/K-1/T-9/NAP/Bolinj-Vasai/SR-1/2012 dated 10<sup>th</sup> January, 2013.
  72. Land Conversion Certificates bearing No.167/2018 dated 4<sup>th</sup> June, 2018.
  73. Land Conversion Certificates bearing No.168/2018 dated 4<sup>th</sup> June, 2018.
  74. Land Conversion Certificates bearing No.169/2018 dated 4<sup>th</sup> June, 2018.
  75. Development Permission dated 6<sup>th</sup> May, 1994 and the same was renewed from time to time i.e. 29<sup>th</sup> December 2004, 6<sup>th</sup> November, 2009, 17<sup>th</sup> August, 2011, 28<sup>th</sup> November, 2013 23<sup>rd</sup> December, 2020, 3<sup>rd</sup> September, 2021 and lastly on 5<sup>th</sup> January, 2022.
  76. Occupancy Certificates dated 7<sup>th</sup> June 2006, 29<sup>th</sup> July 2008, 24<sup>th</sup> December 2008, 10<sup>th</sup> May 2010, 1<sup>st</sup> April 2011, 14<sup>th</sup> February 2012 and 2<sup>nd</sup> February 2013.
  77. Notification dated 14<sup>th</sup> September, 2006.
  78. NOC dated 16<sup>th</sup> November, 2019 issued by the Vasai Virar City Municipal Corporation.
  79. Letter dated 31<sup>st</sup> March, 2020 and 10<sup>th</sup> June, 2022 issued by the SE1AA.
  80. Letter dated 4<sup>th</sup> September, 2020 issued by the MPCB.
  81. Revised Provisional No Objection Certificate dated 14<sup>th</sup> February, 2020, 12<sup>th</sup> November, 2020 and 27<sup>th</sup> August, 2022 issued by VVCMC Fire and Emergency Department.
  82. RERA Registration Certificate dated 18<sup>th</sup> February 2021.
  83. RERA Registration Certificate dated 20<sup>th</sup> April 2022.
  84. RERA Registration Certificate dated 20<sup>th</sup> June 2022.
- c. 7/12 extract issued by the Talathi, Village Bolinj dated 30th October, 2020 and 1<sup>st</sup> October, 2022 and Mutation Entry nos. 3858, 7364, 3857, 6266, 3852, 3850, 6244, 3854,



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3894, 3865, 3873, 3851, 3856, 3866, 3896, 3855, 3853, 3811, 3863, 3838, 4081, 4082, 4083, 4084, 3967, 3940, 3958, 5358, 3864, 5376, 5357, 5362, 5375, 5359, 5468, 3934, 5377, 6236, 3840, 5622, 3571, 4174, 5620, 4290, 5621, 6243, 6715, 3812, 7525, 3930, 7406 and 7865.

**d. Search report for 70 years from 1952 till 2021.**

2. On perusal of the above-mentioned documents and all other relevant documents relating to title of the **said Property**, I am of the opinion that the title of following owner is clear, marketable and without any encumbrances (save and except the Mortgage as referred in separate Sheet)

**Owner of the said property (listed below) is Shri. Nayan Arvind Shah of Mayfair Housing**

- (1) Survey No. 195 Hissa No. 1, admeasuring 3,230 square meters;
- (2) Survey No. 195 Hissa No. 2, admeasuring 1,500 square meters;
- (3) Survey No. 212 Hissa No. 1, admeasuring 1,110 square meters;
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- (10) Survey No. 224 Hissa No. 1, admeasuring 4,330 square meters, Survey No. 224 Hissa No. 7, admeasuring 880 square meters and Survey No. 224 Hissa No. 14, admeasuring 710 square meters;
- (11) Survey No. 224 Hissa No. 11, admeasuring 230 square meters;
- (12) Survey No. 224 Hissa No. 12, admeasuring 510 square meters and Survey No. 224 Hissa No. 13, admeasuring 50 square meters;
- (13) Survey No. 225 Hissa No. 1, admeasuring 760 square meters;
- (14) Survey No. 227 Hissa No. 2/1, admeasuring 1,140 square meters;
- (15) Survey No. 225 Hissa No. 3/1, admeasuring 1,310 square meters, Survey No. 225 Hissa No. 3/2 admeasuring 580 square meters and Survey No. 228 Hissa No. 3/2 admeasuring 710 square meters;
- (16) Survey No. 227 Hissa No. 2/2, admeasuring 1,140 square meters;
- (17) Survey No. 213, admeasuring 11,630 square meters;
- (18) Survey No. 214, admeasuring 12,490 square meters;
- (19) Survey No. 215, admeasuring 6,900 square meters;
- (20) Survey No. 216, admeasuring 9,510 square meters;
- (21) Survey No. 227 Hissa No. 1, admeasuring 1,270 square meters;
- (22) Survey No. 211 Hissa No. 11/1/3, admeasuring 1,310 square meters;
- (23) Survey No. 211 Hissa No. 14/1, admeasuring 1,000 square meters;
- (24) Survey No. 225 Hissa No. 5, admeasuring 1,210 square meters;
- (25) Survey No. 225 Hissa No. 6, admeasuring 480 square meters;
- (26) Survey No. 225 Hissa No. 8, admeasuring 2,530 square meters;
- (27) Survey No. 226 Hissa No. 3/2, admeasuring 200 square meters;
- (28) Survey No. 227 Hissa No. 3, admeasuring 760 square meters;
- (29) Survey No. 227 Hissa No. 4, admeasuring 860 square meters;
- (30) Survey No. 227 Hissa No. 5, admeasuring 660 square meters;
- (31) Survey No. 212 Hissa No. 8/1, admeasuring 180 square meters;
- (32) Survey No. 224 Hissa No. 2, admeasuring 100 square meters;
- (33) Survey No. 225 Hissa No. 2, admeasuring 405 square meters (one part);
- (34) Survey No. 225 Hissa No. 2, admeasuring 405 square meters (other part); and
- (35) Survey No. 225 Hissa No. 4/4, admeasuring 3,975,

all situate, lying and being in Village Bolinj, Taluka Vasai, District Palghar  
since amalgamated and subdivided as



**RAJESH NAIR**  
**ADVOCATE HIGH COURT**

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- (1) Survey No. 195B/1 admeasuring 660.00 square meters earmarked for a DP Road (which land is now handed over to the VVCMC);
- (2) Survey No. 195B/2 admeasuring 35,310.20 square meters earmarked for residential development;
- (3) Survey No. 195B/3 admeasuring 1,895.76 square meters earmarked for residential development;
- (4) Survey No. 195B/4 admeasuring 1,124.97 square meters earmarked for Amenity;
- (5) Survey No. 195B/5 admeasuring 10,502.65 square meters earmarked for DP Road (which land is now handed over to the VVCMC);
- (6) Survey No. 195B/6 admeasuring 1,499.91 square meters earmarked for water channel (nallah) (which land is now handed over to the VVCMC);
- (7) Survey No. 195B/7 admeasuring 1,845.96 square meters earmarked for Play Ground;
- (8) Survey No. 195B/8 admeasuring 395.19 square meters earmarked for Amenity;
- (9) Survey No. 195B/9 admeasuring 31,845.12 square meters earmarked for residential development;
- (10) Survey No. 195B/10 admeasuring 2,158.57 square meters earmarked for Amenity;
- (11) Survey No. 195B/11 admeasuring 152.57 square meters earmarked for Hospital;
- (12) Survey No. 195B/12 admeasuring 44.10 square meters earmarked for Hospital; and
- (13) Survey No. 195B/13 admeasuring 1310 square meters earmarked for Plot B square meters.

all situate, lying and being in Village Bolinj, Taluka Vasai, District Palghar.

3. The report reflecting the flow of the title of the owner on the said Property is enclosed herewith as annexure.

**Encl: Annexure**

Date: 7<sup>th</sup> November 2022.

  
(Rajesh Nair)  
Advocate



**FORMAT -A**

*(Circular -28 /2021)*

**FLOW OF THE TITLE OF THE SAID PROPERTY**

1. **7/12 extract** issued by the Talathi, Village Bolinj dated 30th October 2020 and 1<sup>st</sup> October 2022 in the name of Owner Shri. Nayan A. Shah of Mayfair Housing.
2. **Mutation Entry nos.** 3858, 7364. 3857, 6266, 3852, 3850, 6244, 3854, 3894, 3865, 3873, 3851, 3856, 3866, 3896, 3855, 3853, 3811, 3863, 3838, 4081, 4082, 4083, 4084, 3967, 3940, 3958, 5358, 3864, 5376, 5357, 5362, 5375, 5359, 5468, 3934, 5377, 6236, 3840, 5622, 3571, 4174, 5620, 4290, 5621, 6243, 6715, 3812, 7525, 3930, 7406 and 7865.
3. **Search report** for 70 years from 1952 till 2021 taken from Sub-Registrar's Office at Mumbai, Bandra, Vasai, Virar & Nalasopara.
4. **Any other Relevaut Title;** Please refer below the Flow of Title of the said property.

**1. SURVEY NO. 195 HISSA NO.1, AREA: 3,230 SQUARE METRES.**

- a) One Shri Dadu Maya Patil was absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 195 Hissa No.1, admeasuring 3,230 square metres, situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the "**said First Property**").
- b) I am informed that the said Dadu Maya Patil agreed to sell the said First Property to one Sai Baba Estate Developers, a partnership firm.
- c) The said Sai Baba Estate Developers in turn, by an Agreement dated 21<sup>st</sup> November, 1985 agreed to sell the said First Property to the said Arvind.



- d) The said Dadu Maya Patil confirmed the sale of the said First Property by the said Sai Baba Estate Developers to the said Arvind, vide an Agreement dated 18<sup>th</sup> December, 1985.
- e) The said Dadu Maya Patil by a Deed of Conveyance dated 26<sup>th</sup> August, 1992 and registered at the office of the Sub- Registrar of Assurances at Vasai-2, Under No. 1520/1992 on 26<sup>th</sup> August, 1992 granted, sold, assigned and conveyed to the said Arvind, the said First Property.
- f) Pursuant to acquisition of the said First property by the said Arvind, his name was recorded in the 7/12 extract vide Mutation No. 3858.
- g) By and under a Debenture Trust Deed dated 20<sup>th</sup> August, 2019 and registered with the Sub-Registrar of Assurances at Vasai-5 under No.6936/2019 on 29<sup>th</sup> August, 2019, the said Mayfair had availed of loan from one IDBI Trusteeship Services Limited, the said Mayfair has interalia created a charge in favour of IDBI Trusteeship Services Limited by way of a mortgage in respect of area admeasuring 433 square meters out of the said First Property.
- h) Pursuant to said Debenture Trust Deed the charge of IDBI Trustship Services Limited was recorded in other right column of 7/12 extract vide Mutation No. 7364.

**2. SURVEY NO. 195 HISSA NO.2, AREA: 1,500 SQ. METRES.**

- a) One Shri Narendra P. Trivedi was absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 195 Hissa No.2, admeasuring 1,500 square metres, situate, lying and being in the Revenue Village Bolinj within the jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the “said Second Property”).
- b) I am informed that the said Narendra P. Trivedi agreed to sell the said Second Property to one Sai Baba Estate Developers, a partnership firm.
- c) The said Narendra P. Trivedi by a Deed of Conveyance dated 26<sup>th</sup> August, 1992 and registered at the office of the Sub-Registrar of Assurances at Vasai-2, under No. 1519/1992 on 26<sup>th</sup> August, 1992 granted, sold, assigned and conveyed to the said Arvind , the said Second Property.

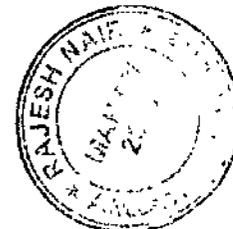


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- d) Pursuant to acquisition of the said Second Property by said Arvind, his name was recorded in the 7/12 extract vide Mutation No. 3857.
- e) As per the Development Plan of the Vasai Virar City Municipal Corporation, a part of the said Second Property falls under a reservation for 40 meters wide D.P. Road.
- f) By and under an Agreement dated 4<sup>th</sup> November 2011 and registered at the office of the Sub Registrar of Assurance at Vasai-2, under No. 12636-2011 on 4<sup>th</sup> November 2011, the said Nayan and the said Vasumati of the said Mayfair had handed over 40.00 metres wide D.P. Road area admeasuring 629.22 square meters from the said Second Property to Vasai Virar City Municipal Corporation as per sanctioned Development Plan and accordingly name of the Vasai Virar City Municipal Corporation was recorded in the 7/12 extract of the said Second Property vide Mutation No. 6244.
- g) By and under a Debenture Trust Deed dated 20<sup>th</sup> August, 2019 and registered with the Sub-Registrar of Assurances at Vasai-5 under No.6936/2019 on 29<sup>th</sup> August, 2019, the said Mayfair had availed of loan from one IDBI Trusteeship Services Limited, the said Mayfair has interalia created a charge in favour of IDBI Trusteeship Services Limited by way of a mortgage in respect of area admeasuring 269 square meters out of the said Second Property.
- h) Pursuant to said Debenture Trust Deed the charge of IDBI Trustship Services Limited was recorded in other right column of 7/12 extract vide Mutation No. 7364.

**3. SURVEY NO. 212 HISSA NO. 1, AREA: ,1110 SQUARE METRES.**

- a) One Shri Rama Pandu Naik was absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 212, Hissa No. 1, admeasuring 1,110 square metres, situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the "said Third Property")
- b) I am informed that the said Rama Pandu Naik agreed to sell the said Third Property to Gajanan and Associates, a partnership firm.
- c) The said Gajanan and Associates, in turn, had by an Agreement dated 21<sup>st</sup> November, 1985 agreed to sell the said Third Property to the said Arvind.



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- d) The said Rama Pandu Naik confirmed the sale of the said Third Property by the said Gajanan and Associates to the said Arvind vide an Agreement dated 18<sup>th</sup> December, 1985.
- e) The said Rama Pandu Naik by a Deed of Conveyance dated 22<sup>nd</sup> July, 1992 and registered at the office of the Sub- Registrar of Assurances at Vasai-2, under No. 1380/1992 on 22<sup>nd</sup> July, 1992 granted, sold, assigned and conveyed to the said Arvind, the said Third Property.
- f) Pursuant to acquisition of the said Third Property by the said Arvind, his name was recorded in the 7/12 extract vide Mutation No. 3852.

**4. SURVEY NO. 212 HISSA NO. 3, AREA: ADMEASURING 1,870 SQUARE METRES.**

- a) One Shri Laxman Govind Naik and 4 Ors. were absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 212, Hissa No. 3, admeasuring 1,870 square metres, situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the "said Fourth Property").
- b) I am informed that the said Laxman Govind Naik and 4 Ors. agreed to sell the said Fourth Property to Gajanan and Associates, a partnership firm.
- c) The said Gajanan and Associates in turn, by an Agreement dated 21<sup>st</sup> November, 1985 agreed to sell the said Fourth Property to the said Arvind.
- d) The said Laxman Govind Naik and Ors. confirmed the sale of the said Fourth Property by the said Gajanan and Associates to the said Arvind vide an Agreement dated 18<sup>th</sup> December, 1985.
- e) The said Laxman Govind Naik and 4 Ors. by a Deed of Conveyance dated 17<sup>th</sup> July, 1992 and registered at the office of the Sub- Registrar of Assurances at Vasai-2, under No. 1355/1992 on 17<sup>th</sup> July, 1992 granted, sold, assigned and conveyed to the said Arvind, the said Fourth Property.
- f) Pursuant to acquisition of the said Fourth property by the said Arvind, his name was recorded in the 7/12 extract vide Mutation No. 3850.



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- g) As per the Development Plan of the Vasai Virar City Municipal Corporation, a part of the said Fourth property falls under a reservation for 20 meters wide D.P. Road.
- h) By and under an Agreement dated 4<sup>th</sup> November 2011 and registered at the office of the Sub Registrar of Assurance at Vasai-2, under No. 12636-2011 on 4<sup>th</sup> November 2011, the said Nayan and the said Vasumati of the said Mayfair had handed over 20.00 metres wide D.P. Road area admeasuring 637.01 square meters out of the said Fourth Property to Vasai Virar City Municipal Corporation as per sanctioned Development Plan and accordingly name of the Vasai Virar City Municipal Corporation was recorded in the 7/12 extract of the said Fourth Property vide Mutation No. 6244.

**5. SURVEY NO. 212 HISSA NO. 4, AREA: ADMEASURING 830 SQUARE METRES.**

- a) One Shri Rama Pandu Naik and 2 Ors. were absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 212 Hissa No. 4. admeasuring 830 square metres, situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the "**the said Fifth Property**").
- b) I am informed that the said Rama Pandu Naik, and 2 Ors. agreed to sell the said Fifth Property to one Gajauan and Associates, a partnership firm.
- c) The said Gajanan and Associates in turn, by an Agreement dated 21<sup>st</sup> November, 1985, agreed to sell the said Fifth Property to the said Arvind.
- d) The said Rama Pandu Naik and 2 Ors. confirmed the sale of the said Fifth Property by the said Gajanan and Associates, to the said Arvind vide an Agreement 18<sup>th</sup> December, 1985.
- e) The said Rama Pandu Naik and 2 Ors. by a Deed of Conveyance dated 22<sup>nd</sup> July, 1992 and registered at the office of the Sub-Registrar of Assurances at Vasai-2, under No. 1382/1992 on 22<sup>nd</sup> July, 1992, granted, sold, assigned and conveyed to the said Arvind, the said Fifth Property.
- f) Pursuant to acquisition of the said Fifth Property by the said Arvind, his name was recorded in the 7/12 extract vide Mutation No. 3854.



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**6. SURVEY NO. 212 HISSA NO. 8/2, SURVEY NO. 224 HISSA NO. 4, HISSA NO. 8, HISSA NO. 16, HISSA NO. 5, HISSA NO. 10, AND HISSA NO. 18.**

- a) Smt. Jebubai Siloo Ludrik and 11 Ors. were absolutely seized and possessed of or otherwise well and sufficiently entitled to the following lands:-

Sr. No.	Survey No.	Hissa No.	Area in Sq. Metres.	Share in the land
1	224	4	1,110	100%
2	224	8	450	100%
3	224	16	300	100%
4	224	5	860	50%
5	224	10	380	50%
6	224	18	330	50%
7	212	8/2	1,210	14 annas

All situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane) (hereinafter referred to as the "said Sixth Property").

- b) I am informed that the said Jebubai Siloo Ludrik and 11 Ors. agreed to sell the said Sixth Property to Gajanan and Associates, a partnership firm.
- c) The said Gajanan and Associates in turn, by an Agreement dated 21st November, 1985 agreed to sell the said Sixth Property to the said Arvind as partner of the Builders.
- d) The said Jebubai Siloo Ludrik and 11 Ors. confirmed the sale of the said Sixth Property by the said Gajanan and Associates, to the said Arvind vide an Agreement dated 18<sup>th</sup> December, 1985.



- e) The said Jebubai Siloo Ludrik and 11 Ors. have by a Deed of Conveyance dated 19<sup>th</sup> May, 1993, and registered at the office of the Suh-Registrar of Assurances at Vasai-2, under No. 693/1993 on 19<sup>th</sup> May, 1993, granted, sold, assigned and conveyed to the said Arvind, the said Sixth Property.
- f) Pursuant to acquisition of the said Sixth Property by the said Arvind, his name was recorded in the 7/12 extract vide Mutation No. 3894.
- g) Smt. Monica Pascal Ludrik and others were absolutely seized and possessed of or otherwise well and sufficiently entitled to the remaining 50% share in the lands bearing Survey No. 224, Hissa No.5, Survey No. 224, Hissa No.10 and Survey No. 224, Hissa No.18 admeasuring 430 sq. metres., 190 sq. metres and 165 sq. metres respectively was also acquired by the said Arvind vide Conveyance dated 23<sup>rd</sup> November. 1992 duly registered with the Sub-Registrar of Assurance at Vasai- 2 under No.386 of 1992 on 23<sup>rd</sup> November, 1992.
- h) Pursuant to acquisition of the said Sixth Property by the said Arvind, his name was recorded in the 7/12 extract vide Mutation No. 3865.
- i) As per the Development Plan of the Vasai Virar City Municipal Corporation, a part of the said Sixth Property falls under a reservation for 20 meters wide D.P. Road.
- j) By and under an Agreement dated 4<sup>th</sup> November 2011 and registered at the office of the Sub Registrar of Assurance at Vasai-2, under No. 12636-2011 on 4<sup>th</sup> November 2011, the said Nayan and the said Vasumati of the said Mayfair had handed over 20.00 metres wide D.P. Road area admeasuring 214.62 square meters out of land bearing Survey No. 224 Hissa No. 4 and to area admeasuring 514.53 square meters out of property bearing Survey No. 224 Hissa No. 5 to Vasai Virar City Municipal Corporation as per sanctioned Development Plan and accordingly name of the Vasai Virar City Municipal Corporation was recorded in the 7/12 extract of the said Sixth Property vide Mutation No. 6244.
- k) In the year 2013 one Shri Sunil Peter Rodrigues, Legal heirs of late Shri Koshav P. Ludrik & Ors had filed a Special Civil Suit No. 94 of 2013 in the Court of Civil Judge (S.D.) Vasai against Smt. Monica Pascal Ludrik and others (hereinafter referred to as "the said Suit") for Partition, declaration of their ownership in the certain portion of the said Sixth Property and praying for injunction, in the said Suit, Learned Civil Judge had by an order dated 20<sup>th</sup> July 2015, was pleased to dismiss the said Suit. Being aggrieved by the said Order dated 20<sup>th</sup> July 2015, Shri



*Rajesh*

Sunil Peter Rodrigues and others had filed Civil Appeal No. 19 of 2015 before Hon'ble District Judge-1, Vasai and presently the said Appeal is pending.

- l) In this regards Advocate Shri William Fernandes appearing for and on behalf of the said Nayan in the above matter given his Opinion on 15<sup>th</sup> April, 2021. In the said opinion, it is opined by the Advocate Shri William Fernandes that *"In my opinion and the circumstances above, the title of the Suit property is clear, marketable and free from all encumbrances"*.

**7. SURVEY NO. 223 HISSA NO. 1, SURVEY NO. 224 HISSA NO. 6, HISSA NO. 9, HISSA NO. 17.**

- a) Smt. Monica Pascal Ludrik and 5 Ors: were absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 223 Hissa No.1, admeasuring 2,150 square metres, Survey No. 224 Hissa No. 6, admeasuring 960 sq. metres, Survey No. 224, Hissa No. 9 admeasuring 510 sq. metres, and Survey No. 224 Hissa No. 17, admeasuring 380 sq. metres. all situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane) (hereinafter referred to as the "said Seventh Property")
- b) I am informed that the said Monica Pascal Ludrik and 5 Ors. agreed to sell the land bearing Survey No. 223 Hissa No. 1 admeasuring 2,150 (Two thousand one hundred fifty) Sq. metres. out of the said Seventh Property to Ekvira Developers a partnership firm.
- c) I am informed that the said Monica Pascal Ludrik and 5 Ors. also agreed to sell the balance portion of the said Seventh Property being lands bearing Survey No. 224 Hissa No. 6, admeasuring 960 sq. metres., Survey No. 224, Hissa No. 9 admeasuring 510 sq. metres., and Survey No. 224 Hissa No. 17, admeasuring 380 sq. metres.. to another firm being M/s. Gajanan and Associates.
- d) The said Ekvira Developers and M/s. Gajanan and Associates in turn, vide Agreements dated 21<sup>st</sup> November, 1985 agreed to sell their respective shares in the said Seventh Property to the said Arvind.



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- e) The said Monica Pascal Ludrik and 5 Ors. confirmed the sale of the said Seventh Property by the said Ekvira Developers and M/s. Gajanan and Associates to the said Arvind vide an Agreement dated 18<sup>th</sup> December, 1985.
- f) The said Monica Pascal Ludrik and 5 Ors. by a Deed of Conveyance dated 4<sup>th</sup> September, 1992 and registered at the office of the Sub- Registrar of Assurances at Vasai-2, under No. 1/1992 on 4<sup>th</sup> September, 1992 granted, sold, assigned and conveyed to the said Arvind, the said Seventh Property.
- g) Pursuant to acquisition of the said Seventh Property by the said Arvind, his name was recorded in the 7/12 extract vide Mutation No. 3873.
- h) As per the Development Plan of the Vasai Virar City Municipal Corporation, a part of the said Seventh Property falls under a reservation for 20 meters wide D.P. Road.
- i) By and under an Agreement dated 4<sup>th</sup> November 2011 and registered at the office of the Sub Registrar of Assurance at Vasai-2, under No. 12636-2011 on 4<sup>th</sup> November 2011, the said Nayan and the said Vasumati of the said. Mayfair had handed over 20.00 metres wide D.P. Road area admeasuring 711.87 square meters out of land bearing Survey No. 223 Hissa No.1 to Vasai Virar City Municipal Corporation as per sanctioned Development Plan and accordingly name of the Vasai Virar City Municipal Corporation was recorded in the 7/12 extract of the said Seventh Property vide Mutation No. 6244.
- j) In the year 2013 one Shri Sunil Peter Rodrigues, Legal heirs of late Shri Koshav P. Ludrik & Ors had filed a Special Civil Suit No. 94 of 2013 in the Court of Civil Judge (S.D.) Vasai against Smt. Monica Pascal Ludrik and others (hereinafter referred to as "**the said Suit**") for Partition, declaration of their ownership in the certain portion of the said Seventh Property and praying for injunction, in the said Suit, Learned Civil Judge had by an order dated 20<sup>th</sup> July 2015, was pleased to dismiss the said Suit. Being aggrieved by the said Order dated 20<sup>th</sup> July 2015, Shri Sunil Peter Rodrigues and others had filed Civil Appeal No. 19 of 2015 before Hon'ble District Judge-1, Vasai and presently the said Appeal is pending.
- k) In this regards Advocate Shri William Fernandes appearing for and on behalf of the said Nayan in the above matter given his Opinion on 15<sup>th</sup> April, 2021. In the said opinion, it is opined by the Advocate Shri William Fernandes that "***In my opinion and the circumstances above, the title of the Suit property is clear, marketable and free from all encumbrances***".



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**8. SURVEY NO. 223 HISSA NO. 2, AREA: ADMEASURING 1,720 SQUARE METRES.**

- a) One Shri Gangaram Bhiku Naik and 2 Ors. were absolutely seized and possessed of and otherwise well and sufficiently entitled to the land bearing Survey No. 223 Hissa No. 2, admeasuring 1,720 square metres, situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the "said Eighth Property").
- b) I am informed that the said Gangaram Bhiku Naik and 2 Ors. agreed to sell the said Eighth Property to one Ekvira Developers, a partnership firm.
- c) The said Ekvira Developers in turn, by an Agreement dated 21<sup>st</sup> November, 1985 agreed to sell the said Eighth Property to the said Arvind.
- d) The said Gangaram Bhiku Naik and 2 Ors. confirmed the sale of the said Eighth Property by the said Ekvira Developers to the said Arvind vide an Agreement dated 18<sup>th</sup> December, 1985.
- e) The said Gangaram Bhiku Naik and 2 Ors. by a Deed of Conveyance dated 20<sup>th</sup> July, 1992 and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, under No. 1366/1992 on 20<sup>th</sup> July, 1992 granted, sold, assigned and conveyed to the said Arvind, the said Eighth Property.
- f) Pursuant to acquisition of the said Eighth Property by the said Arvind, his name was recorded in the 7/12 extract vide Mutation No. 3851.

**9. SURVEY NO. 223 HISSA NO. 3, SURVEY NO. 224 HISSA NO. 3, SURVEY NO. 224 HISSA NO. 15.**

- a) One Shri. Zav Bastyao Ludrik was absolutely seized and possessed of or otherwise well and sufficiently entitled to the lands bearing Survey No. 223 Hissa No. 3 admeasuring 1,340square meters, Survey No. 224 Hissa No. 3 admeasuring 50 square meters, Survey No. 224 Hissa No. 15 admeasuring 230 square metres all situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration



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District Palghar (earlier known as District Thane)(hereinafter referred to as the "said Ninth Property").

- b) I am informed that the said Zav Bastyao Ludrik agreed to sell the land bearing Survey No. 223 Hissa No. 3 out of the said Ninth Property to the firm Ekvira Developers a partnership firm.
- c) I am informed that the said Zav Bastyao Ludrik also agreed to sell the balance portion of the said Ninth Property being lands bearing Survey No. 224 Hissa No. 3, Survey No. 224 Hissa No. 15, to another firm being M/s. Gajanan Associates.
- d) The said Zav Bastyao Ludrik by a Deed of Conveyance dated 12<sup>th</sup> August, 1992 and registered at the Office of the Sub- Registrar of Assurances at Vasai-2, Under No. 1467/1992 on 12<sup>th</sup> August, 1992 granted, sold, assigned and conveyed to the said Arvind, the said Ninth Property .
- e) Pursuant to acquisition of the said Ninth Property by the said Arvind, his name was recorded in the 7/12 extract vide Mutation No. 3856.
- f) As per the Development Plan of the Vasai Virar City Municipal Corporation, a part of the said Ninth Property falls under a reservation for 20 meters wide D.P. Road.
- g) By and under an Agreement dated 4<sup>th</sup> November 2011 and registered at the office of the Sub Registrar of Assurance at Vasai-2, under No. 12636-2011 on 4<sup>th</sup> November 2011, the said Nayan and the said Vasumati of the said Mayfair had handed over 20.00 metres wide D.P. Road area admeasuring 50 square meters from land bearing Survey No. 224 Hissa No.3 to Vasai Virar City Municipal Corporation as per sanctioned Development Plan and accordingly name of the Vasai Virar City Municipal Corporation was recorded in the 7/12 extract of the said Ninth Property vide Mutation No. 6244.

**10. SURVEY NO. 224 HISSA NO. 1, SURVEY NO. 224 HISSA NO. 7, SURVEY NO. 224 HISSA NO. 14.**

- a) One Shri Sanjay Farsha Ludrik and 7 Ors. were absolutely seized and possessed of or otherwise well and sufficiently entitled to the lands bearing Survey No. 224 Hissa No.1. admeasuring 4,330 square metres, Survey No. 224 Hissa No. 7, admeasuring 880 square metres and Survey No. 224 Hissa No. 14, admeasuring 710 square metres all situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat



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Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the "said Tenth Property").

- b) I am informed that the said Sanjay Farsha Ludrik and 7 Ors. agreed to sell the said Tenth Property to one Gajanan and Associates, a partnership firm.
- c) The said Gajanan and Associates in turn, by an Agreement dated 21<sup>st</sup> November, 1985 agreed to sell the said Tenth Property to the said Arvind.
- d) The said Sanjay Farsha Ludrik and 7 Ors. confirmed the sale of the said Tenth Property by the said Gajanan and Associates to the said Arvind vide Agreement 18<sup>th</sup> December, 1985.
- e) The said Sanjay Farsha Ludrik and 7 Ors. by a Deed of Conveyance dated 21<sup>st</sup> January, 1993 and registered at the Office of the Sub- Registrar of Assurances at Vasai-2, Under No. 90/1993 on 21<sup>st</sup> January, 1993, granted, sold, assigned and conveyed to the said Arvind, the said Tenth Property.
- f) Pursuant to acquisition of the said Tenth Property by the said Arvind, his name was recorded in the 7/12 extract vide Mutation No.3866.
- g) As per the Development Plan of the Vasai Virar City Municipal Corporation, a part of the said Tenth Property falls under a reservation for 20 meters wide D.P. Road.
- h) By and under an Agreement dated 4<sup>th</sup> November 2011 and registered at the office of the Sub Registrar of Assurance at Vasai-2, under No. 12636-2011 on 4<sup>th</sup> November 2011, the said Nayan and the said Vasumati of the said Mayfair had handed over 20.00 metres wide D.P. Road area admeasuring 1510.34 square meters out of land bearing Survey No. 224 Hissa No.1 to Vasai Virar City Municipal Corporation as per sanctioned Development Plan and accordingly name of the Vasai Virar City Municipal Corporation was recorded in the 7/12 extract of the said Tenth Property vide Mutation No. 6244.
- i) By and under a Debenture Trust Deed dated 20<sup>th</sup> August, 2019 and registered with the Sub-Registrar of Assurances at Vasai-5 under No.6936/2019 on 29<sup>th</sup> August, 2019, the said Mayfair had availed of loan from one IDBI Trusteeship Services Limited, the said Mayfair has interalia created a charge in favour of IDBI Trusteeship Services Limited by way of a mortgage in respect of area admeasuring 1184.66 square meters out of land bearing Survey No. 224 Hissa No. 1.



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- j) Pursuant to said Debenture Trust Deed the charge of IDBI Trustship Services Limited was recorded in other right column of 7/12 Extract vide Mutation No. 7364.

**11. SURVEY NO. 224 HISSA NO. 11, AREA: ADMEASURING 230 SQUARE METRES.**

- a) One Shri Moru Govind Naik was absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 224 Hissa No. 11, admeasuring 230 square metres situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the "said Eleventh Property")
- b) The said Moru Govind Naik, by a Deed of Conveyance dated 10<sup>th</sup> June, 1993 and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, Under No. 751/1993 on 10<sup>th</sup> June, 1993 granted, sold, assigned and conveyed to the said Arvind, the said Eleventh Property.
- c) Pursuant to acquisition of the said Eleventh Property by the said Arvind, his name was recorded in the 7/12 extract vide Mutation No. 3896.

**12. SURVEY NO. 224 HISSA NO. 12, AREA: ADMEASURING 510 SQUARE METRES. SURVEY NO. 224 HISSA NO. 13, AREA: ADMEASURING 50 SQUARE METRES.**

- a) One Shri Prabhakar Vasudeo Naik was absolutely seized and possessed of or otherwise well and sufficiently entitled to the lands bearing Survey No. 224 Hissa No. 12, admeasuring 510 square metres and Survey No. 224 Hissa No. 13, admeasuring 50 square metres both situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the "said Twelfth Property")
- b) The said Gajanan and Associates in turn, by an Agreement dated 21<sup>st</sup> November, 1985 agreed to sell the said Twelfth Property to the said Arvind.



- c) The said Prabhakar Vasudeo Naik confirmed the sale of the said Twelfth Property by the said Gajanan and Associates to the said Arvind vide and Agreement dated 18<sup>th</sup> December, 1985.
- d) The said Prabhakar Vasudeo Naik, by a Deed of Conveyance dated 30<sup>th</sup> July, 1992 and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, Under No. 1422/1992 on 31<sup>st</sup> July, 1992, granted, sold, assigned and conveyed to the said Arvind, the said Twelfth Property.
- e) Pursuant to acquisition of the said Twelfth Property by the said Arvind, his name was recorded in the 7/12 extract vide Mutation No.3855.

**13. SURVEY NO. 225 HISSA NO. 1. AREA: ADMEASURING 760 SQUARE METRES.**

- a) One Shri Rama Pandu Naik and 2 Ors. were absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 225 Hissa No. 1, admeasuring 760 square metres, situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the "said Thirteenth Property")
- b) I am informed that the said Rama Pandu Naik and 2 Ors. agreed to sell the said Thirteenth Property to one Sai Baba Estate Developers, a partnership firm.
- c) The said Sai Baba Estate Developers in turn, by an Agreement dated 21<sup>st</sup> November, 1985 agreed to sell the said Thirteenth Property to the said Arvind.
- d) The said Rama Pandu Naik and 2 Ors. confirmed the sale of the said Thirteenth Property by the said Sai Baba Estate Developers to the said Arvind, vide an Agreement dated 18<sup>th</sup> December, 1985.
- e) The said Rama Pandu Naik and 2 Ors. by a Deed of Conveyance dated 22<sup>nd</sup> July, 1992 and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, under No. 1381/1992 on 22<sup>nd</sup> July, 1992 granted, sold, assigned and conveyed to the said Arvind, the said Thirteenth Property for the consideration and on the terms and conditions mentioned therein.
- f) Pursuant to acquisition of the said Thirteenth Property by the said Arvind, his name was recorded in the 7/12 extract vide Mutation No. 3853.



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**14. SURVEY NO. 227 HISSA NO.2/1, AREA: ADMEASURING 1,140 SQUARE METRES.**

- a) One Shri Dattatray Bhai Naik and 14 Ors. were absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 227 Hissa No. 2/1, admeasuring 1,140 square metres, situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the "said Fourteenth Property")
- b) The said Dattatray Bhai Naik and 14 Ors. by a Deed of Conveyance dated 8<sup>th</sup> October, 1991 and registered at the office of the Sub-Registrar of Assurances at Vasai-2, Under No. 33/1991 on 8<sup>th</sup> October, 1991 granted, sold, assigned and conveyed to the said Arvind, the said Fourteenth Property.
- c) Pursuant to acquisition of the said Fourteenth Property by the said Arvind, his name was recorded in the 7/12 extract vide Mutation No. 3811.

**15. SURVEY NO. 225 HISSA NO. 3/1, SURVEY NO. 225 HISSA NO. 3/2 SURVEY NO. 228 HISSA NO. 3/2.**

- a) One Shri Moreshwar Bhau Naik and 4 Ors. were absolutely seized and possessed of or otherwise well and sufficiently entitled to the lands bearing Survey No. 225 Hissa No. 3/1, admeasuring 1,310 square metres, Survey No. 225 Hissa No. 3/2 admeasuring 580 square metres and Survey No. 228 Hissa No. 3/2 admeasuring 710 square metres all situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar(earlier known as District Thane)(hereinafter referred to as the "said Fifteenth Property")
- b) The said Moreshwar Bhau Naik and 4 Ors. by a Deed of Conveyance dated 30<sup>th</sup> October, 1992 and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, Under No. 264/1992 on 31<sup>st</sup> October, 1992, granted, sold, assigned and conveyed to the said Arvind and the said Nayan, the said Fifteenth Property.
- c) Pursuant to acquisition of the said Fifteenth Property by the said Arvind and the said Nayan, their name was recorded in the 7/12 extract vide Mutation No. 3863.



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**16. SURVEY NO. 227 HISSA NO. 2/2, AREA: ADMEASURING 1,140 SQUARE METERS.**

- a) One Shri Vasant T. Naik and 17 Ors. were absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 227 Hissa No. 2/2, admeasuring 1,140 square meters situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the “said Sixteenth Property”)
- b) The said Vasant T. Naik and 17. Ors. by a Deed of Conveyance dated 9<sup>th</sup> June, 1992 and registered at the Office of the Sub- Registrar of Assurances at Vasai-2, Under No. 1089 /1992 on 9<sup>th</sup> June, 1992 granted, sold, assigned and conveyed to the said Arvind and the said Nayan, the said Sixteenth Property.
- c) Pursuant to acquisition of the said Sixteenth Property by the said Arvind and the said Nayan, their name was recorded in the 7/12 extract vide Mutation No. 3838.

**17. SURVEY NO. 213, AREA: ADMEASURING 11,630 SQUARE METRES.**

- a) Shri Padman Damodar Bhoir and 7 Ors. were absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 213, admeasuring 11,630 square metres, situate. lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane) and (hereinafter referred to as the “the said Seventeenth Property”).
- b) By an Order bearing No. REV/D-IV/TNC-II/SP/SR-489/89 dated 12<sup>th</sup> April, 1994 passed by The Collector Thane granted permission to the said Padman Damodar Bhoir and Ors., the owner of said Seventeenth Property to sale the said Seventeenth Property to the said Nayan for Non Agricultural purpose under section 43 of the Bomhay Tenancy and Agricultural Lands Acts, 1948 read with rule 25(1) (e) subject to terms condition mentioned therein.
- c) According to the condition No. 1 of the said Order the Purchaser of the land was required to execute a Sale Deed within a one year from the date of issue of the said Order but the said owner has not executed the Sale Deed therefore he has applied for



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- extension of above period. Accordingly, by an Order bearing No. Rev/D-IV/T-  
II/TNC/SP/SR-496/89 dated 11<sup>th</sup> March, 1996 passed by The Collector Thane  
granted extension for further three years from the date of the said Order on the  
specific condition that no further extension will be granted on any account.
- d) The said Padman Damodar Bhoir and 7 Ors. by a Deed of Conveyance dated 9<sup>th</sup>  
April, 1997 and registered at the Sub- Registrar of Assurances at Vasai-2, Under  
No.935/1997 on 9<sup>th</sup> April, 1997 granted, sold, assigned and conveyed to the said  
Vasumati and the said Nayan, the said Seventeenth Property.
- e) Pursuant to acquisition of the said Seventeenth Property by the said Vasumati and the  
said Nayan, their name was recorded in the 7/12 extract vide Mutation No. 4081.
- f) By and under a Debenture Trust Deed dated 20<sup>th</sup> August, 2019 and registered with  
the Sub-Registrar of Assurances at Vasai-5 under No.6936/2019 on 29<sup>th</sup> August,  
2019, the said Mayfair had availed of loan from one IDBI Trusteeship Services  
Limited, the said Mayfair has interalia created a charge in favour of IDBI  
Trusteeship Services Limited by way of a mortgage in respect of area admeasuring  
105 square meters out of the said Seventeenth Property.
- g) Pursuant to said Debenture Trust Deed the charge of IDBI Trustship Services  
Limited was recorded in other right column of 7/12 Extract vide Mutation No. 7364.

**18. SURVEY NO.214, AREA: ADMEASURING 12,490 SQUARE METRES.**

- a) Shri Padman Damodar Bhoir and 7 Ors. were absolutely seized and possessed of or  
otherwise well and sufficiently entitled to the land bearing Survey No. 214,  
admeasuring 12,490 square metres, situate, lying and being in the Revenue Village  
Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the  
Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District,  
Vasai, District and Registration District Palghar (earlier known as Distriet Thane)  
and (hereinafter referred to as the "the said Eighteenth Property").
- b) By an Order bearing No. REV/D-IV/TNC-II/SP/SR-489/89 dated 12<sup>th</sup> April,  
1994 passed by The Collector Thane granted permission to the said Padman Damodar  
Bhoir and Ors., the owner of said Eighteenth Property to sale the said Eighteenth  
Property to the said Nayan for Non Agricultural purpose under section 43 of the  
Bombay Tenancy and Agricultural Lands Acts, 1948 read with rule 25(1) (e) subject  
to terms condition mentioned therein.



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- c) According to the condition No. 1 of the said Order the Purchaser of the land was required to execute a Sale Deed within a one year from the date of issue of the said Order but the said owner has not executed the Sale Deed therefore he has applied for extension of above period. Accordingly by an Order bearing No. Rev/D-IV/T-II/TNC/SP/SR-496/89 dated 11<sup>th</sup> March, 1996 passed by The Collector Thane granted extension for further three years from the date of the said Order on the specific condition that no further extension will be granted on any account.
- d) The said Padman Damodar Bhoir and 7 Ors. by a Deed of Conveyance dated 9<sup>th</sup> April, 1997, and registered at the Office of the Sub- Registrar of Assurances at Vasai-2, Under No 933-1997 on 9<sup>th</sup> April, 1997 granted, sold, assigned and conveyed to the said Vasumati and the said Nayan, the said Eighteenth Property.
- e) Pursuant to acquisition of the said Eighteenth Property by said Vasumati and said Nayan, their name was recorded in the 7/12 extract vide Mutation No. 4082.
- f) As per the Development Plan of the Vasai Virar City Municipal Corporation, a part of the said Eighteenth Property falls under a reservation for 20 meters wide D.P. Road.
- g) By and under an Agreement dated 4<sup>th</sup> November 2011 and registered at the office of the Sub Registrar of Assurance at Vasai-2, under No. 12636-2011 on 4<sup>th</sup> November 2011, the said Nayan and the said Vasumati of the said Mayfair had handed over 20.00 metres wide D.P. Road area admeasuring 225.31 sq. meters out of the said Eighteenth Property to Vasai Virar City Municipal Corporation as per sanctioned Development Plan and accordingly name of the Vasai Virar City Municipal Corporation was recorded in the 7/12 extract of the said Eighteen Property vide Mutation No. 6244.
- h) By and under a Debenture Trust Deed dated 20<sup>th</sup> August, 2019 and registered with the Sub-Registrar of Assurances at Vasai-5 under No.6936/2019 on 29<sup>th</sup> August, 2019, the said Mayfair had availed of loan from one IDBI Trusteeship Services Limited, the said Mayfair has interalia created a charge in favour of IDBI Trusteeship Services Limited by way of a mortgage in respect of area admeasuring 6822.69 square meters out of the said Eighteenth Property.
- i) Pursuant to said Debenture Trust Deed the charge of IDBI Trustship Services Limited was recorded in other right column of 7/12 Extract vide Mutation No. 7364.



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**19. SURVEY NO.215. AREA: ADMEASURING 6,900 SQUARE METRES.**

- a) One Shri Padman Damodar Bhoir and 7 Ors. were absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 215, admeasuring 6,900 square metres, situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane) and (hereinafter referred to as the "**the said Nineteenth Property**").
- b) By an Order bearing No. REV/D-IV/TNC-II/SP/SR-489/89 dated 12<sup>th</sup> April, 1994 passed by The Collector Thane granted permission to the said Padman Damodar Bhoir and Ors., the owner of said Nineteenth Property to sale the said Nineteenth Property to the said Nayan for Non Agricultural purpose under section 43 of the Bombay Tenancy and Agricultural Lands Acts, 1948 read with rule 25(1) (e) subject to terms condition mentioned therein.
- c) According to the condition No. 1 of the said Order the Purchaser of the land was required to execute a Sale Deed within a one year from the date of issue of the said Order but the said owner has not executed the Sale Deed therefore he has applied for extension of above period. Accordingly, by an Order bearing No. Rev/D-IV/T-II/TNC/SP/SR-496/89 dated 11<sup>th</sup> March, 1996 passed by The Collector Thane granted extension for further three years from the date of the said Order on the specific condition that no further extension will be granted on any account.
- d) The said Padman Damodar Bhoir and 7 Ors. by a Deed of Conveyance dated 9<sup>th</sup> April, 1997 and registered at the Office of the Suh- Registrar of Assurances at Vasai-2, Under No.934/1997 on 9<sup>th</sup> April, 1997, granted, sold, assigned and conveyed to the said Vasumati and the said Nayan, the said Nineteenth Property.
- e) Pursuant to acquisition of the said Nineteenth Property by the said Vasumati and the said Nayan, their name was recorded in the 7/12 extract vide Mutation No. 4083.
- f) As per the Development Plan of the Vasai Virar City Municipal Corporation, a part of the said Nineteenth Property falls under a reservation for 20 and 40 meters wide D.P. Road.
- g) By and under an Agreement dated 4<sup>th</sup> November 2011 and registered at the office of the Sub Registrar of Assurance at Vasai-2, under No. 12636-2011 on 4<sup>th</sup> November 2011, the said Nayan and the said Vasumati of the said Mayfair had handed over



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20.00 metres wide D.P. Road area admeasuring 623.37 square meters and 40.00 metres wide D.P. Road area admeasuring 295.35 square meters out of the said Nineteenth property to Vasai Virar City Municipal Corporation as per sanctioned Development Plan and accordingly name of the Vasai Virar City Municipal Corporation was recorded in the 7/12 extract of the said Nineteenth Property vide Mutation No. 6244.

- h) By and under a Debenture Trust Deed dated 20<sup>th</sup> August, 2019 and registered with the Sub-Registrar of Assurances at Vasai-5 under No.6936/2019 on 29<sup>th</sup> August, 2019, the said Mayfair had availed of loan from one IDBI Trusteeship Services Limited, the said Mayfair has interalia created a charge in favour of IDBI Trusteeship Services Limited by way of a mortgage in respect of area admeasuring 5689.28 square meters out of the said Nineteenth Property.
- i) Pursuant to said Debenture Trust Deed the charge of IDBI Trustship Services Limited was recorded in other right column of 7/12 Extract vide Mutation No. 7364.

**20. SURVEY NO.216, AREA: 9,510 SQUARE METRES.**

- a) One Shri Padman Damodar Bhoir and 7 Ors. were absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 216, admeasuring 9,510 square metres, situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the “said Twentieth Property”)
- b) By an Order bearing No. REV/D-1V/TNC-II/SP/SR-489/89 dated 12<sup>th</sup> April, 1994 passed by The Collector Thane granted permission to the said Padman Damodar Bhoir and Ors., the owner of said Twentieth Property to sale the said Twentieth Property to the said Nayan for Non Agricultural purpose under section 43 of the Bombay Tenancy and Agricultural Lands Acts, 1948 read with rule 25(1) (e) subject to terms condition mentioned therein.
- e) According to the condition No. 1 of the said Order the Purchaser of the land was required to execute a Sale Deed within a one year from the date of issue of the said Order but the said owner has not executed the Sale Deed therefore he has applied for extension of above period. Accordingly by an Order hearing No. Rev/D-1V/T-



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II/TNC/SP/SR-496/89 dated 11<sup>th</sup> March, 1996 passed by The Collector Thane granted extension for further three years from the date of the said Order on the specific condition that no further extension will be granted on any account.

- d) The said Padman Damodar Bhoir and 7 Ors. by a Deed of Conveyance dated 9<sup>th</sup> April, 1997 and registered at the Office of the Sub- Registrar of Assurances at Vasai-2, Under No. 932/1997 on 9<sup>th</sup> April, 1997 granted, sold, assigned and conveyed to the Vasumati and the said Nayan, the said Twentieth Property.
- e) Pursuant to acquisition of the said Twentieth Property by the said Vasumati and the said Nayan, their name was recorded in the 7/12 extract vide Mutation No. 4084.
- f) As per the Development Plan of the Vasai Virar City Municipal Corporation, a part of the said Twentieth Property falls under a reservation for 20 meters wide D.P. Road.
- g) By and under an Agreement dated 4<sup>th</sup> November 2011 and registered at the office of the Sub Registrar of Assurance at Vasai-2, under No. 12636-2011 on 4<sup>th</sup> November 2011, the said Nayan and the said Vasumati of the said Mayfair had handed over 20.00 metres wide D.P. Road area admeasuring 639.70 square meters and 40.00 metres D.P.Road area admeasuring 4810.93 square meters and also had handed over Water Channel area admeasuring 1499.20 square metres out of the said Twentieth Property to Vasai Virar City Municipal Corporation as per sanctioned Development Plan and accordingly name of the Vasai Virar City Municipal Corporation was recorded in the 7/12 extract of the said Twentieth Property vide Mutation No. 6244.
- h) By and under a Debenture Trust Deed dated 20<sup>th</sup> August, 2019 and registered with the Sub-Registrar of Assurances at Vasai-5 under No.6936/2019 on 29<sup>th</sup> August, 2019, the said Mayfair had availed of loan from one IDBI Trusteeship Services Limited, the said Mayfair has interalia created a charge in favour of IDBI Trusteeship Services Limited by way of a mortgage in respect of area admeasuring 1465 square meters out of the said Twentieth Property.
- i) Pursuant to said Debenture Trust Deed the charge of IDBI Trustship Services Limited was recorded in other right column of 7/12 Extract vide Mutation No. 7364.

**21. SURVEY NO. 227 HISSA NO. 1, AREA: ADMEASURING 1,270 SQUARE METERS.**

- a) Shri Dattatraya Babu Vaze and 3 Ors. were absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 227 Hissa No.



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- l, admeasuring 1,270 square meters situate, lying and being in the Revenue Village Bolinj, within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the "said Twenty First").
- b) The said Dattatray Babu Vaze and 3 Ors. by a Deed of Conveyance dated 23<sup>rd</sup> May, 1995 and registered at the office of the Suh-Registrar of Assurances at Vasai-2, Under No. 1360/1995 on 23<sup>rd</sup> May, 1995, granted, sold, assigned and conveyed to the said Vasumati and the said Nayan, the said Twenty First Property.
- c) Pursuant to acquisition of the said Twenty First Property by the said Vasumati and the said Nayan, their name was recorded in the 7/12 extract vide Mutation No. 3967.

**22. SURVEY NO. 211 HISSA NO. 11/1/3. AREA: ADMEASURING 1,310 SQUARE METRES.**

- a) One Shri Laxman Govind Naik and 4 Ors. were absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 211 Hissa No. 11/1/3, admeasuring 1,310 square metres, situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the "said Twenty Second Property").
- b) The said Laxman Govind Naik and 4 Ors. by a Deed of Conveyance dated 10<sup>th</sup> March, 1995 and registered at the Office of the Sub- Registrar of Assurances at Vasai-2, Under No. 381/1995 on 10<sup>th</sup> March, 1995 granted, sold, assigned and conveyed to the said Vasumati and the said Nayan, the said Twenty Second Property.
- c) Pursuant to acquisition of the said Twenty Second Property by the said Vasumati and the said Nayan, their name was recorded in the 7/12 extract vide Mutation No. 3940.



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**23. SURVEY NO. 211 HISSA NO. 14/1, AREA: ADMEASURING 1,000 SQUARE METERS.**

- a) One Shri Vishwanath Jagannath Vaze was absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 211 Hissa No. 14/1, admeasuring 1,000 square meters, situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane) (hereinafter referred to as the "said Twenty Third Property ")
- b) The said Vishwanath Jagannath Vaze by a Deed of Conveyance dated 10<sup>th</sup> May, 1995, and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, Under No. 1205/1995 on 10<sup>th</sup> May, 1995 granted, sold, assigned and conveyed to the said Vasumati and the said Nayan the said Twenty Third Property.
- c) Pursuant to acquisition of the said Twenty Third Property by the said Vasumati and the said Nayan, their name was recorded in the 7/12 extract vide Mutation No. 3958.

**24. SURVEY NO. 225 HISSA NO.5, AREA: ADMEASURING 1,210 SQUARE METRES.**

- a) Prior to 1946, one Shri. Ganpat Bhikhu Vaze and 4 others were absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 225 Hissa No.5, admeasuring 1,210 square metres, situate, lying and being in the Revenue Village Bolinj within the area of Bolinj Grampanchayat and within the limits of the Panchayat Samiti – Vasai, Zilla Parishad Thane, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane) (hereinafter referred to as the "said Twenty Fourth Property").
- b) Accordingly, in or about 1996, the said Twenty Fourth Property stood in the names of Shri. Pandurang Babu Vaze and 20 others (all being the descendants / heirs and legal representatives of the said Ganpat Bhikhu Vaze and 4 others, who were originally entitled to the said Twenty Fourth Property prior to 1946.
- c) By and under a registered conveyance dated 19<sup>th</sup> September, 1996, registered at the office of the Sub-Registrar of Assurance at Vasai-2, Under No.2466/1996 on 19<sup>th</sup> September, 1996 made and executed by and between the said Pandurang Babu Vaze



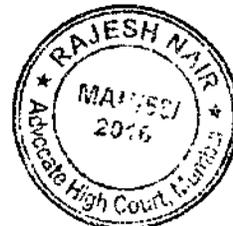
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and 20 others and (1) Shri. Balchandra Pandurang Vaze and (2) Shri Sunil Pandurang Vaze, whereby the said Pandurang Babu Vaze and 20 others sold, conveyed and assured the said Twenty Fourth Property to the said (1) Shri. Balchandra Pandurang Vaze and (2) Shri Sunil Pandurang Vaze

- d) Further by and under a registered conveyance dated 5<sup>th</sup> April, 2006, registered at the office of the Sub-Registrar of Assurance at Vasai -2, Under No.2911/2006 on 5<sup>th</sup> April, 2006 made and executed by and between the said (1) Shri. Balchandra Pandurang Vaze and (2) Shri Sunil Pandurang Vaze ("the Vendors"), R.K. Properties and Developers ("the Confirming Party") and the said Nayan and the said Vasumati, Partners of the said Mayfair ("the Purchasers"), the said (1) Shri. Balchandra Pandurang Vaze and (2) Shri Sunil Pandurang Vaze sold, conveyed and assured the said Twenty Fourth Property to the said Nayan and the said Vasumati, partners of the said Mayfair.
- e) Pursuant to acquisition of the said Twenty Fourth Property by the said Nayan and the said Vasumati, their name was recorded in the 7/12 extract vide Mutation No. 5358.

**25. SURVEY NO. 225 HISSA NO. 6, AREA: ADMEASURING 480 SQUARE METRES**

- a) By and under a registered Conveyance dated 7<sup>th</sup> November, 1992 registered at the office of the Sub-Registrar of Assurance at Vasai-2, Under No.301/1992 on 7<sup>th</sup> November, 1992 made and executed by and between Shri Dattatray Bhai Naik ("the First Vendor"), (1) Sbri Vasant Trimhak Naik, (2) Shri Chandrakant Trimbak Naik (3) Smt. Kerubai Trimbak Naik (4) Meena Ramesh Mhatre (5) Smt. Indumati Govind Vaze (6) Shri Pandurang Damodar Naik (8) Smt. Taibai Janardan Naik (9) Shri Sudhakar Janardan Naik (10) Shri Prakash Janardan Naik (11) Smt. Meena Pandurang Naik (12) Smt. Bharati Pandurang Naik ("the Second Vendors") and (1) the said Arvind and (2) the said Nayan ("the Purchasers"), whereby the First and the Second Vendors have granted, sold, assigned, conveyed, released and assured unto the Purchasers the land bearing Survey No.225 Hissa No.6 admeasuring 480 square metres lying, being and situate at Village Bolinj, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai (hereinafter referred to as the "said Twenty Fifth Property") to the Purchasers
- b) Pursuant to acquisition of the said Twenty Fifth Property by the said Arvind and the said Nayan, their name was recorded in the 7/12 extract vide Mutation No. 3864.



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**26. SURVEY NO. 225 HISSA NO. 8, ADMEASURING 2530 SQUARE METRES.**

- a) Prior to 1935, one Shri. Anu Pilu Naik was absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 225, Hissa No. 8, admeasuring 2530 square metres, situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane) (hereinafter referred to as the "said Twenty Sixth Property")
- b) By and under a Conveyance dated 24<sup>th</sup> August, 1936, the said Anu Pilu Naik sold and conveyed  $\frac{1}{2}$  of the said Twenty Seventh Property to one Shri. Kusha Balu Patil. The said Kusha Balu Patil expired in or around the year 1992 and his said  $\frac{1}{2}$  share in the said Twenty Sixth Property devolved on to Shri Vasant Kusha Patil, Shri Dattatraya Kusha Patil, Shri Anant Kusha Patil, Shri Sadanand Kusha Pail and Smt. Rajni Moreshwar Naik, they being the sons and daughters respectively of the said Kusha Balu Patil.
- c) The said Anu Pilu Naik who had retained the remained  $\frac{1}{2}$  share in the said Twenty Sixth Property, expired on or about 13<sup>th</sup> June, 1960 and the said  $\frac{1}{2}$  share devolved on to his son Shri. Waman Anu Naik. The said Waman Anu Naik expired on about 15<sup>th</sup> October, 1987 and thereupon the said  $\frac{1}{2}$  share devolved on Shri Jaggannath Waman Naik and the daughter of said Waman Anu Naik viz. Smt. Meena Vasant Naik. The said Meena Vasant Naik expired on or about 6<sup>th</sup> November, 1992 and her  $\frac{1}{4}$ <sup>th</sup> share devolved upon her heirs who in turn had by and under a registered Deed of Release dated 27<sup>th</sup> February 2001, released their  $\frac{1}{4}$ <sup>th</sup> share in favour of their uncle Shri Jaggannath Waman Naik. In the circumstances, the said Jaggannath Waman Naik became entitled to the remaining  $\frac{1}{2}$  share in to upon the said Twenty Sixth Property.
- d) By and under a registered Conveyance dated 2<sup>nd</sup> May, 2006, registered at the office of the Sub-Registrar of Assurance at Vasai -2, Under No.3781/2006 on 2<sup>nd</sup> May, 2006 executed and entered into by and between (1) Shri Jaggannath Waman Naik (2) Shri Vasant Kusba Patil, (3) Shri Dattatraya Kusha Patil, (4) Shri Anant Kusha Patil, (5) Shri Sadanand Kusha Pail and (6) Smt. Rajni Moreshwar Naik ("the Vendors") R.K. Properties and Developers ("the Confirming Party") and the said Nayan and the said Vasumati, partners of the said Mayfair ("the Purchasers"), whereby (1) Shri Jaggannath Waman Naik (2) Shri Vasant Kusha Patil. (3) Shri Dattatraya Kusha



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Patil, (4) Shri Anant Kusha Patil, (5) Shri Sadanand Kusha Pail and (6) Smt. Rajni Moreshwar Naik sold, conveyed and assured the said Twenty Sixth Property to the said Nayan and the said Vasumati, partners of the said Mayfair.

- e) Pursuant to acquisition of the said Twenty Sixth Property by the said Nayan and the said Vasumati and, their name was recorded in the 7/12 extract vide Mutation No. 5376.

**27. SURVEY NO. 226 HISSA NO. 3/2, AREA: ADMEASURING 200 SQUARE METRES.**

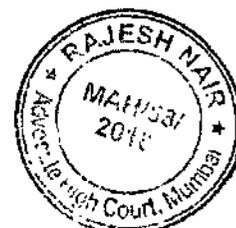
- a) By and under a Government Grant dated 10<sup>th</sup> September, 1933, One Smt. Maribai Zujiya Alolop had acquired the said land bearing Survey No. 226, Hissa No. 3/2, approx. admeasuring 200 square metres, situate, lying and being in the Revenue Village Bolinj within the area of Bolinj Grampanchayat and within the limits of the Panchayat Samiti – Vasai, Zilla Parishad Thane, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (carlier known as District Thane)(hereinafter referred to as the “said Twenty Seventh Property”). In view of the aforesaid Smt. Maribai Zujiya Alolop was absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Twenty Eighth Property.
- h) By and under a registered Conveyance dated 5<sup>th</sup> April, 2006, registered at the office of the Sub-Registrar of Assurance at Vasai -2, Under No.2916/2006 on 5<sup>th</sup> April, 2006 executed and entered into by and between Smt. Maribai Zujiya Alolop (“the Vendor”) R.K. Properties and Developers (“the Confirming Party”) and the said Nayan and the said Vasumati, partners of the said Mayfair (“the Purchasers”), whereby Smt. Maribai Zujiya Alolop sold, conveyed and assured the said Twenty Seventh Property to the said Nayan and the said Vasumati, partners of the said Mayfair.
- c) Pursuant to acquisition of the said Twenty Seventh Property by the said Nayan and the said Vasumati and, their name was recorded in the 7/12 extract vide Mutation No. 5357.



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**28. SURVEY NO. 227 HISSA NO. 3, AREA: ADMEASURING 760 SQUARE METRES.**

- a) Prior to 1946, one Shri. Jaggannath Mistry was solely, absolutely and exclusively seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 227, Hissa No. 3, admeasuring 760 square metres, situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Suh-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the “**said Twenty Eighth Property**”)
- b) By and under a Conveyance dated 26<sup>th</sup> August, 1946, the said Jaggannath Mistry sold and conveyed the said Twenty Ninth Property to one Shri. Motya Demello. The said Motya Demello expired in or around the year 1967-1968 and said Twenty Nine Property devolved upon his 5 heirs being (1) Enay Motay Demello (2) Mary Motya Demello (3) Gracy Simon Demello (4) Pascol Motya Demello and (5) Mingoo Motya Demello. The said Mingoo Motya Demello expired in or around 1995 and accordingly his share in the said Twenty Eighth Property devolved upon his heirs being (1)Koshibai Mingoo Demello (2) Dilip Mingoo Demello (3) Geeta Mingoo Demello (4) Pushpa Michael Demello. The said Simon Motya Demello expired in or around 2004 and accordingly his share in the said Twenty Eighth Property devolved upon his heirs being (1) Gracy Simon Demello (2) Richard Simon Demello (3) Rakesh Simon Demello.
- c) In view of the aforesaid (1) Koshibai Mingoo Demello (2) Dilip Mingoo Demello (3) Geeta Mingoo Demello (4) Pushpa Michael Demello (5) Enay Motay Demello (6) Mary Motya Demello (7) Gracy Simon Demello (8) Richard Simon Demello (9) Rakesh Simon Demello became the absolute seized and possessed of or otherwise well and sufficiently entitled to the said Twenty Eighth Property.
- d) By and under a registered Conveyance dated 12<sup>th</sup> April, 2006, registered at the office of the Sub-Registrar of Assurance at Vasai-2, Under No.3130/2006 on 13<sup>th</sup> April, 2006 executed and entered into by and between (1) Koshibai Mingoo Demello (2) Dilip Mingoo Demello (3) Geeta Mingoo Demello (4) Pushpa Michael Demello (5) Enay Motay Demello (6) Mary Motya Demello (7) Gracy Simon Demello (8) Richard Simon Demello (9) Rakesh Simon Demello (“the Vendors”) R.K. Properties



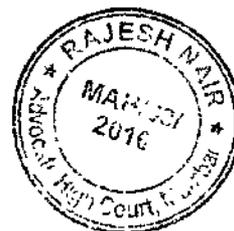
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and Developers ("the Confirming Party") and the said Nayan and the said Vasumati, partners of the said Mayfair ("the Purchasers"), whereby (1) Koshibai Mingoo Demello (2) Dilip Mingoo Demello (3) Geeta Mingoo Demello (4) Pushpa Michael Demello (5) Enay Motay Demello (6) Mary Motya Demello (7) Gracy Simon Demello (8) Richard Simon Demello (9) Rakesh Simon Demello sold, conveyed and assured the said Twenty Eighth Property to the said Nayan and the said Vasumati, partners of the said Mayfair.

- e) Pursuant to acquisition of the said Twenty Eighth Property by the said Nayan and the said Vasumati and, their name was recorded in the 7/12 extract vide Mutation No. 5362.

**29. SURVEY NO. 227 HISSA NO. 4. AREA: ADMEASURING 860 SQUARE METRES.**

- a) Prior to 1959, one Shri. Anu Pilu Naik was absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 227, Hissa No. 4, admeasuring 860 square metres, situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the "said Twenty Ninth Property")
- b) The said Anu Pilu Naik, expired on or about 13<sup>th</sup> June, 1960 and the said Twenty Ninth Property devolved on his son Shri. Waman Anu Naik. The said Waman Anu Naik expired on about 15<sup>th</sup> October, 1987 and thereupon the said Twenty Ninth Property devolved on Shri Jaggannath Waman Naik and the daughter of said Waman Anu Naik viz. Smt. Meena Vasant Naik. The said Meena Vasant Naik expired on or about 6<sup>th</sup> November, 1992 and her ½ share devolved upon her heirs who in turn had by and under a registered Deed of Release dated 27<sup>th</sup> February, 2001, released their ½ share in favour of their uncle Jaggannath Waman Naik. In the circumstances, the said Jaggannath Waman Naik became entitled to the remaining ½ share in to upon the said Twenty Ninth Property.
- c) By and under a registered Conveyance dated 2<sup>nd</sup> May, 2006, registered at the office of the Sub-Registrar of Assurance at Vasai-2, Under No.3777/2006 on 2<sup>nd</sup> May, 2006 executed and entered into by and between the said Jaggannath Waman Naik ("the



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Vendor”) R.K. Properties and Developers (“the Confirming Party”) and the said Nayan and the said Vasumati, partners of the said Mayfair (“the Purchasers”), whereby the said Jaggannath Waman Naik sold, conveyed and assured the said Twenty Ninth Property to the said Nayan and the said Vasumati, partners of the said Mayfair.

- d) Pursuant to acquisition of the said Twenty Ninth Property by the said Nayan and the said Vasumati and, their name was recorded in the 7/12 extract vide Mutation No. 5375.

**30. SURVEY NO. 227 HISSA NO. 5. AREA: ADMEASURING 660 SQUARE METRES.**

- a) Prior to 1949 the ancestral joint family Property of Shri. Babu Mahadev Vaze, Shri. Gopal Mahadev Vaze and Shri. Bhaskar Ramavat Vaze. A partition was effected in or around January, 1949, whereby the land bearing Survey No. 227, Hissa No. 5, admeasuring 660 square metres, situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the “said Thirtieth Property”) came to the share of the said Babu Mahadev Vaze. The said Babu Mahadev Vaze expired in or around 1966, and upon his death the said Thirtieth Property devolved upon his 2 sons viz. Shri. Dattatray Babu Vaze, Shri. Pandurang Babu Vaze and the heirs of his predeceased 3<sup>rd</sup> son Shri. Moreshwar Babu Vaze viz. his wife Smt. Chimnibai Babu Vaze and daughter Kum. Vatsala Babu Vaze. The said Chimnibai expired on or about 16<sup>th</sup> May, 1997. By and under a Conveyance 3<sup>rd</sup> May, 2002, made and executed between the said Dattatray Vaze, Pandurang Vaze, Vatsala Vaze and certain other persons being the family members of the said Dattatray Vaze, Pandurang Vaze, Vatsala Vaze and (1) Shri Madhukant Chimanlal Parekh and (2) Smt. Vandana Madhukant Parekh. (1) Shri Madhukant Chimanlal Parekh and (2) Smt. Vandana Madhukant Parekh acquired the said Thirtieth Property.
- b) By and under a registered Conveyance dated 5<sup>th</sup> April, 2006, registered at the office of the Sub-Registrar of Assurance at Vasai -2, Under No.2915/2006 on 5<sup>th</sup> April, 2006 executed and entered into by and between (1) Shri Madhukant Chimanlal



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Parekh and (2) Smt. Vandana Madhukant Parekh. ("the Vendor") R.K. Properties and Developers ("the Confirming Party") and the said Nayan and the said Vasumati, partners of the said Mayfair ("the Purchasers"), whereby (1) Shri Madhukant Chimanlal Parekh and (2) Smt. Vandana Madhukant Parekh. sold, conveyed and assured the said Thirtieth Property to the said Nayan and the said Vasumati, partners of the said Mayfair.

- c) Pursuant to acquisition of the said Thirtieth Property by the said Nayan and the said Vasumati, their name was recorded in the 7/12 extract vide Mutation No. 5359.

**31. SURVEY NO. 212 HISSA NO. 8/1, AREA: ADMEASURING 180.00 SQUARE METRES.**

- a) Smt. Monica Pascal Ludrik and 5 Ors. were absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 212 Hissa No.8/1, admeasuring 180.00 square metres, situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane) (hereinafter referred to as the "said Thirty First Property")
- b) The said Monica Pascal Ludrik and 5 Ors., by a Deed of Conveyance dated 2<sup>nd</sup> November, 2006, and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, Under No. 9568/2006 on 2<sup>nd</sup> November, 2006 sold, conveyed and assured the said Thirty First Property to the said Nayan and the said Vasumati, partners of the said Mayfair.
- c) Pursuant to acquisition of the said Thirty First Property by the said Nayan and the said Vasumati, their name was recorded in the 7/12 extract vide Mutation No. 5468.

**32. SURVEY NO. 224 HISSA NO. 2, AREA: ADMEASURING 100.00 SQUARE METRES.**

- a) Shri. Yashwant Pandurang Naik was absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 224 Hissa No. 2, admeasuring 100.00 square metres, situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-



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District, Vasai, District and Registration District Palghar (earlier known as District Thane)(hereinafter referred to as the "said Thirty Second Property")

- b) The said Yashwant Pandurang Naik, by a Deed of Conveyance dated 9<sup>th</sup> November, 1993, and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, Under No. 1105/1993 on 9<sup>th</sup> November, 1993 sold, conveyed and assured the said Thirty Second Property to the said Arvind, partners of the said Mayfair.
- c) After the acquisition of the said Thirty Second Property, the said Arvind died on or about 6<sup>th</sup> December, 1993 therefore the name of his widow and son namely said Vasumati and said Nayan was recorded in 7/12 extract vide Mutation No. 3934.
- d) By and under a Debenture Trust Deed dated 20<sup>th</sup> August, 2019 and registered with the Sub-Registrar of Assurances at Vasai-5 under No.6936/2019 on 29<sup>th</sup> August, 2019, the said Mayfair had availed of loan from one IDBI Trusteeship Services Limited, the said Mayfair has interalia created a charge in favour of IDBI Trusteeship Services Limited by way of a mortgage the said Thirty Second Property.
- e) Pursuant to said Debenture Trust Deed the charge of IDBI Trustship Services Limited was recorded in other right column of 7/12 Extract vide Mutation No. 7364.

**33. SURVEY NO. 225 HISSA NO. 2, AREA: ADMEASURING 405 SQUARE METERS.**

- a) One Shri. Manaharlal V. Shah & Others were absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 225 Hissa No. 2, admeasuring 405 square meters situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane) (hereinafter referred to as 'the said Thirty Third Property').
- b) The said Manaharlal V. Shah & Others by a Deed of Conveyance dated 5<sup>th</sup> April, 2006 and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, Under No. 2912/2006 on 5<sup>th</sup> April, 2006 sold, conveyed and assured the said Thirty Third Property to the said Nayan and the said Vasumati, the partner of the said Mayfair.



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- c) Pursuant to acquisition of the said Thirty Third Property by the said Nayan and the said Vasumati, their name was recorded in the 7/12 extract vide Mutation No. 5377.

**34. SURVEY NO. 225 HISSA NO. 2, AREA: ADMEASURING 405 SQUARE METERS.**

- a) One Smt. Madhuri Madhusudan Dayal & Others were absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Survey No. 225 Hissa No. 2, admeasuring 405 square meters situate, lying and being in the Revenue Village Bolinj within the Jurisdiction of Bolinj Grampanchayat and within the limits of the Zilla Parishad Thane, Panchayat Samiti Vasai, Taluka and Registration Sub-District, Vasai, District and Registration District Palghar (earlier known as District Thane) (hereinafter referred to as 'the said Thirty Four Property').
- b) The said Madhuri Madhusudan Dayal & Others by a Deed of Conveyance dated 27<sup>th</sup> July, 2011 and registered at the Office of the Sub-Registrar of Assurances at Vasai-2, Under No. 9162/2011 on 27<sup>th</sup> July, 2011 sold, conveyed and assured the said Thirty Four Property to the said Nayan and the said Vasumati, the partner of the said Mayfair.
- c) Pursuant to acquisition of the said Thirty Four Property by the said Nayan and the said Vasumati, their name was recorded in the 7/12 extract vide Mutation No. 6236.

**35. SURVEY NO. 225 HISSA NO. 4/4, AREA:3975 SQUARE METRES.**

- a) Originally one Ludrik Family was seized, possessed or otherwise well sufficiently entitled to all that piece or parcel of land bearing Survey No. 225, Hissa No. 4 (part) admeasuring 5000 square meters of Village Bolinj, Taluka Vasai, Palghar District (earlier known as Thane District) (hereinafter referred to as 'the said Thirty Fifth Property').
- b) The said Larger Property is an ancestral property of Ludrik Family and from time to time, various descendants were developed and the said Ludrik Family had developed into 8 (eight) branches. Thus, the said Larger Property had been divided in between these eight branches and each branch was the owner of 1/8<sup>th</sup> share in the said Larger Property. The said 8 (eight) branches who were having their/his/her 1/8<sup>th</sup>



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undivided shares in the said Larger Property, have sold, transferred and conveyed in the following manner:

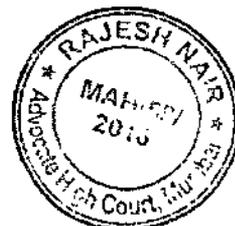
- c) One Shri. Manya Degu Damel (*'Manya'*) was absolutely seized, possessed or otherwise well sufficiently entitled to the 1/8<sup>th</sup> undivided share i.e. 700 square meters out of the said Larger Property as a holder and owner thereof.
- d) The said Manya had expired on 10<sup>th</sup> August, 1989, leaving behind his legal heirs and representatives viz. (1) Smt. Ejanbel Manya Damel alias Ejanbel Manay Damel (widow), (2) Smt. Teresa Benjamin Rodriques (married daughter), (3) Smt. Sotan Mathu Tuskano alias Santan Mathew Tuskano (daughter), (4) Smt. Rosy Peter Debrito alias Rosy Peter Debrito (daughter), (5) Shri. John Manya Damel alias John Manya Damel (son) (6) Smt. Pilibai Benjamin Gonsalves (daughter) (hereinafter collectively referred to as *'the Legal Heirs of Manya'*).
- e) Pursuant thereto, the names of the said Legal Heirs of the said Manya were mutated in the revenue record vide Mutation Entry No.3840.
- f) Thereafter, the said Legal Heirs of Manya have agreed to sell, transfer and convey the said Thirty Fifth Property to and in favour of M/s. R.K. Properties and Developers (hereinafter referred to as *'RKPD'*) at and for the consideration and on the other terms and conditions more particularly contained therein.
- g) Pursuant to having agreed to sell, transfer and convey the said Thirty Fifth Property by the Legal Heirs of Manya, the said Legal Heirs of Manya had executed a Power of Attorney dated 18<sup>th</sup> January, 2005 to and in favour of Shri. Kalpesh Manubhai Shah, partner of RKPD.
- h) Thereafter, by and under an Indenture dated 22<sup>nd</sup> December, 2006 made and executed between the said Legal Heirs of Manya through its Constituted Attorney Kalpesh Manubhai Shah, Partner of RKPD (*therein referred to as 'the Vendors'*), the said RKPD (*therein referred to as 'the Confirming Party'*) and the said Nayan and the said Vasumati being the partners of the said Mayfair, a partnership firm duly registered under Indian Partnership Act, 1932 (*therein referred to as 'the Purchasers'*) and registered with the Sub-Registrar of Assurances at Vasai-2 under No.11702-2006 on 26<sup>th</sup> December, 2006, the Vendors had with confirmation and consent of the Confirming Party, sold, transferred and conveyed the said Thirty Fifth Property to and in favour of the said Mayfair being the Purchasers therein at



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and for the consideration and on the other terms and conditions as more particularly contained therein.

- i) Pursuant thereto, the said Mayfair had paid the entire consideration as was payable to the Confirming party under the said Indenture dated 22<sup>nd</sup> December, 2006 and thereafter, the Vendors and the Confirming Party put the said Mayfair in quiet, vacant and peaceful possession of the said Thirty Fifth Property being the holder and owners thereof.
- j) Pursuant to acquisition of the said Thirty Fifth Property by the said Nayan and the said Vasumati, their name was recorded in the 7/12 extract vide Mutation No. 5622.
- k) One Shri. Pedru Mavtra Ludric alias Pedru Anu Ludric (*'Pedru'*) was absolutely seized, possessed or otherwise well sufficiently entitled to the 1/8<sup>th</sup> undivided share i.e. 700 square meters out of the said Larger Property as a holder and owner thereof.
- l) The said Pedru had expired on 28<sup>th</sup> May, 1971, and his undivided share had been transferred to his widow Smt. Meribai Pedru Ludric vide mutation entry No. 3571 dated 24<sup>th</sup> August, 1988.
- m) By and under a Will dated 9<sup>th</sup> October 1998, registered in the office of Sub-Registrar at Vasai, the said Meribai Pedru Ludric bequeathed her undivided share in favour her nephew Shri Alex Salvodor.
- n) Pursuant thereto, the name of the said Alex Salvodor mutated in the revenue record vide Mutation Entry No.4174.
- o) Thereafter, the said Alex Salvodor had agreed to sell, transfer and convey the said Thirty Fifth Property to and in favour of RKPD at and for the consideration and on the other terms and conditions more particularly contained therein.
- p) Thereafter, by and under an Indenture dated 29<sup>th</sup> December, 2006 made and executed between Shri. Zav Vitur Soz (*therein referred to as 'the Vendor'*), the R.K. Properties and Developers (*therein referred to as 'the Confirming Party'*) and the said Nayan and the said Vasumati being the partners of the said Mayfair (*therein referred to as 'the Purchasers'*) and registered with the Sub-Registrar of Assurances at Vasai-2 under No.11877-2006 on 29<sup>th</sup> December, 2006, the Vendor had with confirmation and consent of the Confirming Party, sold, transferred and conveyed the said Thirty Fifth Property to and in favour of the said Mayfair being the Purchasers therein at and for the consideration and on the other terms and conditions as more particularly contained therein.



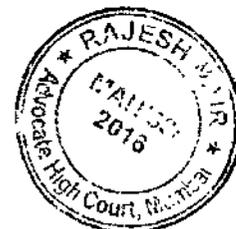
- q) Pursuant thereto, the said Mayfair had paid the entire consideration as was payable to the Confirming party under the said Indenture dated 29<sup>th</sup> December, 2006 and thereafter, the Vendor and the Confirming Party put the said Mayfair in quiet, vacant and peaceful possession of the said Thirty Fifth Property being the holder and owners thereof.
- r) Pursuant to acquisition of the said Thirty Fifth Property by the said Nayan and the said Vasumati, their name was recorded in the 7/12 extract vide Mutation No. 5620.
- s) One Shri. Khaitan Salu Ludric (*'Khaitan'*) was absolutely seized, possessed or otherwise well sufficiently entitled to the 1/8<sup>th</sup> undivided share i.e. 625 square meters out of the said Larger Property as a holder and owner thereof.
- t) The said Khaitan had expired on 16<sup>th</sup> November, 2000, leaving behind his legal heirs and representatives viz. (1) Smt. Natibai Khaitan Ludric (2) Smt. Karmelin Khaitan Ludric and (3) Smt. Santan Diago Dibrit (hereinafter collectively referred to as *'the Legal Heirs of Khaitan'*).
- u) Pursuant thereto, the names of the said Legal Heirs of Khaitan were mutated in the revenue record vide Mutation Entry No.4290.
- v) Thereafter, the said Legal Heirs of Khaitan had by and under an Indenture dated 29<sup>th</sup> June, 2004 and registered with the Sub-Registrar of Assurances at Vasai-2 under No.3642 of 2004, had sold, transferred and conveyed the said Thirty Fifth Property to and in favour of Shri. Manharlal Vallabhdas Shah & 2 others at and for the consideration and on the other terms and conditions more particularly contained therein.
- w) By and under an Agreement dated 15<sup>th</sup> February, 2005, the said Manharlal Vallabhdas Shah & 2 others had agreed to sell, transfer and convey the said Thirty Fifth Property to and in favour of R. K. Properties and Developer at and for the consideration and on the other terms and conditions more particularly contained therein.
- x) Pursuant thereto, the said Manharlal Vallabhdas Shah & 2 Others had also executed a Power of Attorney dated 15<sup>th</sup> February, 2005 to and in favour of the said RKPD.
- y) Thereafter, by and under an Indenture dated 6<sup>th</sup> July, 2007 made and executed between the said Manharlal Vallabhdas Shah & 2 Others (*therein referred to as 'the Vendor'*), the said R.K. Properties & Developer (*therein referred to as 'the Confirming Party'*) and the said Nayan and the said Vasumati being the partners of



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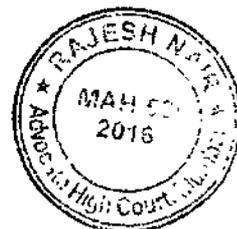
the said Mayfair (therein referred to as '*the Purchasers*') and registered with the Sub-Registrar of Assurances at Vasai-2 under No.8687-2007 on 6<sup>th</sup> July, 2007 , the Vendors had with confirmation and consent of the Confirming Party, sold, transferred and conveyed the said Thirty Fifth Property to and in favour of the said Mayfair being the Purchasers therein at and for the consideration and on the other terms and conditions as more particularly contained therein.

- z) Pursuant thereto, the said Mayfair had paid the entire consideration as was payable to the Confirming party under the said Indenture dated 6<sup>th</sup> July, 2007 and thereafter, the Vendor and the Confirming Party put the said Mayfair in quiet, vacant and peaceful possession of the said Thirty Fifth Property being the holder and owners thereof.
- aa) Pursuant to acquisition of the said Thirty Fifth Property by the said Nayan and the said Vasumati, their name was recorded in the 7/12 extract vide Mutation No. 5621.
- bb) One Smt. Marubai Louis Dbritto & Others were absolutely seized, possessed or otherwise well sufficiently entitled to the 1/8<sup>th</sup> undivided share i.e.700 square meters out of the said Larger Property as a holder and owner.
- cc) The said Marubai Louis Dbritto & Others (therein referred to as '*the Vendors*') have by and under a Conveyance dated 24<sup>th</sup> December, 2010 and registered with the Sub-Registrar of Assurances at Vasai-2 under No.18116/2010 on 24<sup>th</sup> December, 2010, sold, transferred and conveyed to and in favour of Shri. Raj Harishchandra Thakur (therein referred to as '*the Purchaser*')
- dd) Pursuant thereto, the said Raj Harishchandra Thakur had become entitled to the said Thirty Fifth Property.
- ee) Thereafter, by and under an Indenture dated 25<sup>th</sup> October, 2011 made and executed between the said Raj Harishchandra Thakur (*therein referred to as 'the Vendor'*) and the said Nayan and the said Vasumati being the partners of the said Mayfair (therein referred to as '*the Purchasers*') and registered with the Sub-Registrar of Assurances at Vasai-2 under No. 12422-2011 on 25<sup>th</sup> October, 2011, the Vendor had sold, transferred and conveyed the said Thirty Fifth Property to and in favour of the said Mayfair being the Purchasers therein at and for the consideration and on the other terms and conditions as more particularly contained therein.
- ff) Pursuant thereto, the said Mayfair had paid the entire consideration as was payable to the Vendor under the said Indenture dated 25<sup>th</sup> October, 2011 and thereafter, the



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- Vendor put the said Mayfair in quiet, vacant and peaceful possession of the said Thirty Fifth Property being the holder and owners thereof.
- gg) Pursuant to acquisition of the said Thirty Fifth Property by the said Nayan and the said Vasumati, their name was recorded in the 7/12 extract vide Mutation No. 6243.
- hh) One Smt. Merry Mahendra Rodriques & 14 others were absolutely seized, possessed or otherwise well sufficiently entitled to the 1/8<sup>th</sup> undivided share i.e.700 square meters out of the said Larger Property as a holder and owner.
- ii) Thereafter, by and under an Indenture dated 12<sup>th</sup> June, 2015 made and executed between the said Merry Mahendra Rodriques & 14 others (*therein referred to as 'the Vendors'*) and the said Nayan and the said Vasumati being the partners of the said Mayfair (*therein referred to as 'the Purchasers'*) and registered with the Sub-Registrar of Assurances at Vasai-5 under No.3017-2015 on 12<sup>th</sup> June, 2015, the Vendors had sold, transferred and conveyed the said Thirty Fifth Property to and in favour of the said Mayfair being the Purchasers therein at and for the consideration and on the other terms and conditions as more particularly contained therein.
- jj) Pursuant thereto, the said Mayfair had paid the entire consideration as was payable to the Vendors under the said Indenture dated 12<sup>th</sup> June, 2015 and thereafter, the Vendors put the said Mayfair in quiet, vacant and peaceful possession of the said Thirty Fifth Property being the holder and owners thereof.
- kk) Pursuant to acquisition of the said Thirty Fifth Property by the said Nayan and the said Vasumati, their name was recorded in the 7/12 extract vide Mutation No. 6715.
- ll) One Shri. Sanjav Manu Ludrik and 4 others are seized, possessed and or otherwise well and sufficiently entitled to all that piece or parcel of freehold agricultural land or ground, lying, being and situate at Village Bolinj, Taluka Vasai, District Thane (now Palghar) and bearing Survey No.225, Hissa No.4 (part) (now Survey No. 225, Hissa No. 4B) admeasuring 700 square meters or thereabouts.
- mm) By and under a Deed of Conveyance dated 7<sup>th</sup> June, 1990 (hereinafter referred to as '*the said Conveyance*') made and executed between the said Original Owners/holders (*therein referred to as 'the Vendors'*), Shri. Joseph Sanjav Ludrik and 6 others (*therein collectively referred to as 'the Confirming Parties'*) and the said Arvind (*therein referred to as 'the Vendor'*) and registered with the Sub-Registrar of Assurances at Vasai-2 under No. 742-1990 on 7<sup>th</sup> June, 1990, the said Original Owners/holders with the confirmation and consent of the Confirming



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Parties, had granted, sold, assigned and conveyed the said Thirty Fifth Property to and in favour of the said Arvind at and for the consideration and on the other terms and conditions as more particularly contained therein.

- nn) Pursuant to acquisition of the said Thirty Fifth Property by the said Arvind, his name was recorded in the 7/12 extract vide Mutation No. 3812.
- oo) In the Year 2018, Shri. Philip Pascol Ludrik & Ors. filed Regular Civil Suit No. 227 of 2018 in the Court of Hon'ble Civil Judge (JD) Vasai against Shri. John Farsha Ludrik and 7 Ors. for Declaration, Partition of the entire land (hereinafter referred to as '*the said Suit*'). By and under an Order dated 28<sup>th</sup> October, 2021 passed by the Hon'ble Court, the Hon'ble Court dismissed an application for interim reliefs (Exh. 5) as preferred by the Plaintiff Shri. Philip Pascol Ludrik & Ors. Being aggrieved by the said Order dated 28<sup>th</sup> October, 2021, Shri. Philip Pascol Ludrik & Ors. filed Misc. Civil Appeal No. 57 of 2021 before Hon'ble District Judge-3, Vasai. Presently, the said Appeal and the said Suit is pending and there is no prohibitory orders against the said Nayan.
- pp) The said Nayan made an application on 9<sup>th</sup> June, 2020 before The Ld. Taluka Inspector Land Record, Vasai as per Government Resolution for effecting partition of the entire land as per area shown on record. All parties whose name shown on 7/12 extracts as Kabjedar gave their consent for the same by signing Hissa Form No.4.
- qq) The entire land was surveyed, partitioned by meets and bounds between the co-share by the Taluka Inspector Land -Record, Vasai. The pot – Hissa Map along with pot– Hissa record were prepared by said T.I.L.R., Vasai office and forwarded to The Thasildar, Vasai for their necessary action. Accordingly, 31<sup>st</sup> March, 2021 the Thasildar, Vasai given direction to Talathi Bolinj to separate 7/12 extract of Survey No. 225/4 as per the area of the as Kabjedar of the said Thirty Fifth Property.
- rr) Pursuant to above new separate 7/12 extract of Survey No.225/4/4 is prepared in the name of the said Nayan vide Mutation No. 7525.
- ss) In this regards, Advocate Shri William Fernandes appearing for and on behalf of the said Nayan in the above matter given his Opinion on 15<sup>th</sup> April, 2021. In the said opinion, it is opined by the Advocate Shri William Fernandes that "*In my opinion and the circumstances above, the title of the Suit property is clear, marketable and free from all encumbrances*".



*Raf*

5. The said Arvind expired on or about 6<sup>th</sup> December, 1993 leaving behind his Last Will and Testament dated 26<sup>th</sup> April 1993 (hereinafter referred to as "the said Will-1"), wherein the said Arvind declared that whatever properties he has purchased or has agreed to purchase, either alone or with my son, the said Nayan, for the purposes of real estate business are purchased out of the funds of the said Mayfair, belong to the said firm and not to him personally and are to be treated as the properties of the said firm.
6. The said Nayan being one of the executors in the said Will-1 filed a Petition in the Hon'ble High Court of Judicature at Bombay in being Testamentary and Intestate Jurisdiction No. 1335 of 2019 for grant of Probate of the said Will-1 and the Probate was granted by the Hon'ble High Court of Judicature at Bombay to the said Nayan on 23<sup>rd</sup> February, 2021.
7. Upon death of the said Arvind, the name of his widow and son namely the said Vasumati and the said Nayan was recorded in 7/12 extract vide Mutation No. 3930 in respect of the First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property, the Sixth Property, the Seventh Property, the Eighth Property, the Ninth Property, the Tenth Property, the Eleventh Property, the Twelfth Property, the Thirteenth Property, the Fourteenth Property, Fifteenth Property, the Sixteenth Property, Twenty Fifth Property and Thirty Second Property.
8. The said Vasumati expired on or about 7<sup>th</sup> November, 2019 leaving behind her a Last Will and Testament dated 20<sup>th</sup> May, 2012 (hereinafter referred to as 'the said Will-2'). As per the said Will-2, the said Nayan being a sole executor and beneficiary of the properties mentioned herein above.
9. The said Nayan being a sole executor in the said Will-2 filed a Petition in the Hon'ble High Court of Judicature at Bombay in being Testamentary and Intestate Jurisdiction No. 3168 of 2019 for grant of Probate of the said Will and was granted by the Hon'ble High Court of Judicature at Bombay to the said Nayan on 31<sup>st</sup> March, 2021.
10. Upon the death of the said Vasumati, her name has been deleted and name of the said Nayan has been retained in the 7/12 extract vide Mutation No.7406 in respect of the First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property, the Sixth Property, the Seventh Property, the Eighth Property, the Ninth Property, the Tenth Property, the Eleventh Property, the Twelfth Property, the Thirteenth Property, the Fourteenth Property, Fifteenth Property, the Sixteenth



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Property, the Seventeenth Property, the Eighteenth Property, the Nineteenth Property, the Twentieth Property, the Twenty First Property, the Twenty Second Property, the Twenty Third Property, the Twenty Fourth Property, the Twenty Fifth Property, the Twenty Sixth Property, the Twenty Seventh Property, the Twenty Eighth Property, the Twenty Ninth Property, the Thirtieth Property, the Thirty First Property, the Thirty Second Property, the Thirty Third Property, the Thirty Fourth Property and the Thirty Fifth Property.

11. The Non-Agricultural (N.A) permissions in respect of the said Property have been issued by the Office of the Collector, Thane vide its Order bearing Nos. REV/K-1/T-9/NAP/SR-13/94 dated 31<sup>st</sup> December, 1994, REV/K-1/T-9/NAP/SR-37/2004 dated 4<sup>th</sup> May, 2006 and REV/K-1/T-9/NAP/Bolinj-Vasai/SR-1/2012 dated 10<sup>th</sup> January, 2013. Thereafter, Land Conversion Certificates in respect of certain portion of the said Property has been issued by the Tahsildar Vasai Revenue Department bearing No.167, 168 and 169/2018 dated 4<sup>th</sup> June, 2018.
12. The amended plans for development on the said properties has been approved by the City and Industrial Development Corporation of Maharashtra Ltd., (CIDCO)/Vasai Virar City Municipal Corporation (VVCMC) vide its letter dated 6<sup>th</sup> May, 1994 and the same was renewed from time to time i.e. 29<sup>th</sup> December 2004, 6<sup>th</sup> November 2009, 17<sup>th</sup> August 2011, 28<sup>th</sup> November, 2013, 23<sup>rd</sup> December, 2020, 3<sup>rd</sup> September, 2021 and lastly on 5<sup>th</sup> January, 2022 (which is issued for a period of one year).
13. As per the presently approved layout, construction of certain buildings were approved on the said Property , 18 of such buildings in three clusters (being Building Nos. 1 to 7 in Cluster-I, Building Nos. 8 to 15 in Cluster-II and Building Nos. 20 to 22 in Cluster-III) are already constructed on part of the said Property (hereinafter referred to as "**the Completed Buildings**") and the CIDCO/VVCMC has issued occupancy certificates dated 7<sup>th</sup> June 2006, 29<sup>th</sup> July 2008, 24<sup>th</sup> December 2008, 10<sup>th</sup> May 2010, 1<sup>st</sup> April 2011, 14<sup>th</sup> February 2012 and 2<sup>nd</sup> February 2013 issued by the CIDCO/VVCMC in respect of Completed Buildings, i.e., Building Nos. 1 to 15 and Building Nos. 20 to 22 on the said Property.
14. It is a mandatory to obtain an environmental clearance from the concerned authority (if the area is more than 20,000 square meters as per the Notification dated 14<sup>th</sup> September, 2006) for construction of the building/s, the said Mayfair through their Architect's Application dated 11<sup>th</sup> October, 2019, applied for environmental clearance



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NOC with the concerned authority. Pursuant thereto, Vasai Virar City Municipal Corporation vide its letter dated 16<sup>th</sup> November, 2019, gave its NOC for applying for environmental clearance with regard to the proposed development on the said Property and the same has been issued by the Vasai Virar City Municipal Corporation subject to certain terms and conditions as more particularly set out therein.

15. The said Mayfair has applied and obtained from the State Level Environment Impact Assessment Authority, the requisite environmental clearance by letter dated 31<sup>st</sup> March, 2020 and subsequently amended for expansion by letter dated 10<sup>th</sup> June, 2022, with regard to the proposed development on the said Property and the same has been issued by the SEIAA subject to certain terms and conditions as more particularly set out therein (hereinafter referred to as 'Environmental Clearance NOC')
16. The said Mayfair has further also applied to and obtained from the Maharashtra Pollution Control Board (hereinafter referred to as "MPCB"), the requisite consent to establish for expansion by letter dated 4<sup>th</sup> September, 2020, with regard to the proposed development on the said Property and the same has been issued by the MPCB subject to certain terms and conditions as more particularly set out therein.
17. The said Mayfair has also applied to and obtained from the VVCMC Fire and Emergency Department, the requisite Revised Provisional No Objection Certificates dated 14<sup>th</sup> February, 2020, 12<sup>th</sup> November, 2020 and 27<sup>th</sup> August, 2021 for fire and safety clearance subject to certain terms and conditions as more particularly set out therein.
18. The said Mayfair have till date obtained various permissions, approvals as required for the development of the said Properties from CIDCO as well as Vasai Virar City Municipal Corporation from time to time.
19. The said Mayfair has also applied and obtained registration of the projects of development and construction of various proposed Buildings on the said Property under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") with the Maharashtra Real Estate Regulatory Authority as under;
  - i. Registration No. P99000028348 dated 18<sup>th</sup> February 2021 for Mayfair Virar Gardens Building No. 23, 24 and 25
  - ii. Registration No. P994000034708 dated 20<sup>th</sup> April 2022 for Mayfair Virar Gardens Building No. 17, 18, 19, 23A, 26 and 27



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- iii. Registration No. P99000046231 dated 20<sup>th</sup> June, 2022 for Mayfair Virar Gardens Cluster-VI.

20. **Litigations if any;** as under,

**SURVEY NO. 212 HISSA NO. 8/2, SURVEY NO. 224 HISSA NO. 4, HISSA NO. 8, HISSA NO. 16, HISSA NO. 5, HISSA NO. 10, AND HISSA NO. 18.**  
(Hereinafter referred to as the "said Sixth Property").

- a) In the year 2013 one Shri Sunil Peter Rodrigues, Legal heirs of late Shri Koshav P. Ludrik & Ors had filed a Special Civil Suit No. 94 of 2013 in the Court of Civil Judge (S.D.) Vasai against Smt. Monica Pascal Ludrik and others (hereinafter referred to as "the said Suit") for Partition, declaration of their ownership in the certain portion of the said Sixth Property and praying for injunction, in the said Suit, Learned Civil Judge had by an order dated 20<sup>th</sup> July 2015, was pleased to dismiss the said Suit. Being aggrieved by the said Order dated 20<sup>th</sup> July 2015, Shri Sunil Peter Rodrigues and others had filed Civil Appeal No. 19 of 2015 before Hon'ble District Judge-1, Vasai and presently the said Appeal is pending.
- b) In this regards Advocate Shri William Fernandes appearing for and on behalf of the said Nayan in the above matter given bis Opinion on 15<sup>th</sup> April, 2021. In the said opinion, it is opined by the Advocate Shri William Fernandes that "*In my opinion and the circumstances above, the title of the Suit property is clear, marketable and free from all encumbrances*".

**SURVEY NO. 223 HISSA NO. 1, SURVEY NO. 224 HISSA NO. 6, HISSA NO. 9, HISSA NO. 17** (Hereinafter referred to as the "said Seventh Property")

- a) In the year 2013 one Shri Sunil Peter Rodrigues, Legal heirs of late Shri Koshav P. Ludrik & Ors had filed a Special Civil Suit No. 94 of 2013 in the Court of Civil Judge (S.D.) Vasai against Smt. Monica Pascal Ludrik and others (hereinafter referred to as "the said Suit") for Partition, declaration of their ownership in the certain portion of the said Seventh Property and praying for injunction, in the said Suit, Learned Civil Judge had by an order dated 20<sup>th</sup> July 2015, was pleased to dismiss the said Suit. Being aggrieved by the said Order dated 20<sup>th</sup> July 2015, Shri Sunil Peter Rodrigues and others had filed Civil Appeal No. 19 of 2015 before Hon'ble District Judge-1, Vasai and presently the said Appeal is pending.



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- b) In this regards Advocate Shri William Fernandes appearing for and on behalf of the said Nayan in the above matter given his Opinion on 15<sup>th</sup> April, 2021. In the said opinion, it is opined by the Advocate Shri William Fernandes that *“In my opinion and the circumstances above, the title of the Suit property is clear, marketable and free from all encumbrances”*.

**SURVEY NO. 225 HISSA NO. 4/4, AREA:3975 SQUARE METRES.** (Hereinafter referred to as 'the said Thirty Fifth Property').

- a) In the Year 2018 Shri. Philip Pascol Ludrik & Ors. filed Regular Civil Suit No. 227of 2018 in the Court of Hon'ble Civil Judge (JD) Vasai against Shri. John Farsha Ludrik and 7 Ors. for Declaration, Partition of the entire land (hereinafter referred to as 'the said Suit'). By and under an Order dated 28<sup>th</sup> October, 2021 passed by the Hon'ble Court, the Hon'ble Court dismissed an application for interim reliefs (Exh. 5) as preferred by the Plaintiff Shri. Philip Pascol Ludrik & Ors. Being aggrieved by the said Order dated 28<sup>th</sup> October, 2021, Shri. Philip Pascol Ludrik & Ors. filed Misc. Civil Appeal No. 57 of 2021 before Hon'ble District Judge-3, Vasai. Presently, the said Appeal and the said Suit is pending and there is no prohibitory orders against the said Nayan.
- b) The said Nayan made an application on 9<sup>th</sup> June, 2020 before The Ld. Taluka Inspector Land Record, Vasai as per Government Resolution for effecting partition of the entire land as per area shown on record. All parties whose name shown on 7/12 extracts as Kabjedar gave their consent for the same by signing Hissa Form No.4.
- c) The entire land was surveyed, partitioned by meets and bounds between the co-share by the Taluka Inspector Land -Record, Vasai. The pot – Hissa Map along with pot – Hissa record were prepared by said T.I.L.R., Vasai office and forwarded to The Thasildar, Vasai for their necessary action. Accordingly, on 31<sup>st</sup> March, 2021, the Thasildar, Vasai given direction to Talathi Bolinj to separate 7/12 extract of Survey No. 225/4 as per the area of the as Kabjedar of the said Thirty Fifth Property.
- d) Pursuant to above new separate 7/12 extract of Survey No.225/4/4 is prepared in the name of the said Nayan vide Mutation No. 7525.

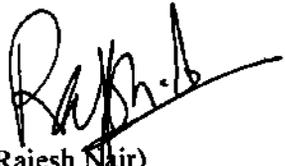


**RAJESH NAIR**  
**ADVOCATE HIGH COURT**

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- e) In this regards Advocate Shri William Fernandes appearing for and on behalf of the said Nayan in the above matter given his Opinion on 15<sup>th</sup> April, 2021. In the said opinion, it is opined by the Advocate Shri William Fernandes that *“In my opinion and the circumstances above, the title of the Suit property is clear, marketable and free from all encumbrances”*.

Date: 7<sup>th</sup> November 2022

  
(Rajesh Nair)  
Advocate



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**Details of Encumbrances**

The Promoter has created mortgage over the following survey numbers in favour of IDBI Trusteeship Services Limited, a company registered under the Companies Act, 1956 having its registered office at Asian Building, 17, R Kamani Marg, Ballard Estate, Mumbai - 400 001, on account of private placement of Debentures to India Real Estate Investment Fund, managed by ICICI Ventures Funds Management Company Limited, having its registered office at Ground Floor, ICICI Venture House, Appasaheb Marathe Marg, Prahadevi, Mumbai - 400 025 and branch office at 23/4, Prestige Takt, Kasturba Road Cross, Bangalore - 560 001, the details of property mortgaged is mentioned below:

All that piece or parcel of free-hold non-agricultural land admeasuring 16,068.63 sq. mtrs. in the aggregate, comprised in the following survey numbers where Project MAYFAIR VIRAR GARDENS is being developed:

Sy. No. 195/1(part) area admeasuring 433 sq. mtrs. (out of area of 3,230 sq. mtrs.) referred as the said first Property,

Sy. No. 195/2(part) area admeasuring 269 sq. mtrs. (out of area of 1,500 sq. mtrs.) referred as the said second Property,

Sy. No. 213 (part) area admeasuring 105 sq. mtrs. (out of area of 11,630 sq. mtrs.) referred as the said seventeenth Property),

Sy. No. 214 (part) area admeasuring 6,822.69 sq. mtrs. (out of area of 12,490 sq. mtrs.) referred as the said Eighteenth Property,

Sy. No. 215 (part) area admeasuring 5,689.28 sq. mtrs. (out of area of 6,900 sq. mtrs.) referred as the said Eighteenth Property,

Sy. No. 216 (part) area admeasuring 1,465 sq. mtrs. (out of total area of 9,510 sq. mtrs.) referred as the said Twentieth Property,

Sy. No. 224/1 (part) area admeasuring 1,184.66 sq. mtrs. (out of area of 4,330 sq. mtrs.) referred as the said said Tenth Property,

Sy. No. 224/2 area admeasuring 100 sq. mtrs. referred as the said Thirty Second Property.

situate at the Revenue Village Bolinj, within Bolinj Gram Panchayat and within the limits of the Panchayat Samiti-Vasai, Zilla Parishad Thane, Taluka and Registration Sub-district



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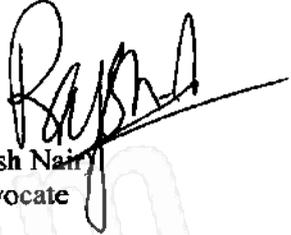
**RAJESH NAIR**  
**ADVOCATE HIGH COURT**

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Vasai, District Thane, together with all buildings, structures, towers, together with all entitlements of the Joint Mortgagors under the Project Documents of Mayfair Virar Gardens, all the developmental rights of Mayfair Housing and all rights, title, interest, benefits, claims, and demands of whatsoever of the Joint Mortgagors in, to or in respect of all the aforesaid assets, all liberties, privileges, easements, advantages, assets, amenities and appurtenances whatsoever to and arising in relation thereto and bounded as follows:-

On or towards the North : Plot bearing Sy. Nos.392 (part), 195/2 (part);  
On or towards the South : 20-meter D.P. Road;  
On or towards the East : D.P. Road;  
On or towards the West : plot bearing Sy. Nos. 213 (part), 214 (part), 195/1 (part).

Date: 7<sup>th</sup> November 2022

  
(Rajesh Nair)  
Advocate

