

**File No.116**

**REPORT ON TITLE**

Palava Dwellers Private Limited

(ex-parte)

**Re: Property bearing**

Old Survey No./Hissa No	New Survey No./ Hissa No	Area (sq. mtrs.)
139/2P	139/2B	20550

**admeasuring 20550 sq mtrs or thereabouts  
situate at Village Khoni, Taluka Kalyan, District Thane.**

1. I have prepared this Title Opinion in respect of the above property (the "Said Property") on the basis of the revenue records namely 7/12 extract for the year 2013 - 14 and 6/12 extract issued by Talathi and documents of transactions thereto, produced before me for my inspection for my perusal and information and explanation gathered by me. I observe as under.
2. For the purpose of my title opinion, I have
  - (a) reviewed certified true copies of the relevant documents viz. Deed of Conveyance and other documents evidencing the rights or interests of Lodha Dwellers Private Limited;
  - (b) caused to make enquiries at the concerned Land Revenue Officer located at Village and Taluka levels with respect to land records from this date, going back 30 years;
  - (c) verified that adequate stamp duty has been paid in respect of the Conveyance Deed or other documents transferring title, rights or interest over the abovementioned property and on the basis of the above, I have found that
3. The mutation records maintained at the Talathi and Tahsildar's Office reflect the name of Lodha Dwellers Private Limited as the Owner of the said Property as on the date of this certificate.
4. As per Mutation Entry No.249 dated 26/09/1956, it is recorded that on 16/04/1956, Bhaskar Bhikaji Ajgaonkar had sold ½ portion of the Property bearing Survey No.139/2 in favour of Ambo Ragho Thombre for consideration of Rs.900/-.
5. The Mutation Entry No. 389 dated 09/12/1970 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957.
6. As per Mutation Entry No.488 dated 01/10/1980, it is recorded that on 15/07/19179 vide registered Deed of Conveyance, Ambo Ragho Thombre had sold ½ portion of the Property bearing Survey No.139/2 to Arun Gopal

Bhagat for Rs.5000/-. The said Property has been assigned Survey No.139/2A.

7. As per Mutation Entry No.933 dated 11/05/2009, it is recorded that Chandan Arun Bhagat had purchased the Property bearing Survey No.139/2B admeasuring 20550 sq. mtrs. from Arun Gopal Bhagat with the confirmation of Achyut Gopal Bhagat.
8. By Indenture of Conveyance dated 22/03/2013 executed and registered under No. KLN1-2207-2013 with Sub-Registrar Kalyan on 22/03/2013 by Chandan Arun Bhagat as the Vendor of the One Part with the confirmation of 1) Dilip Arun Bhagat and 2) Chandrashekhhar Arun Bhagat in favour of Ashok Babu Rajguru as Purchasers of the Other Part, the Vendors sold, conveyed transferred and assured to the said Purchasers the said Property for valuable consideration and on terms, covenants and conditions stated therein.
9. By a Power of Attorney dated 22/03/2013 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No.130 of 2013, by Chandan Arun Bhagat with the confirmation of the Dilip Arun Bhagat and another, have granted unto Ashok Babusingh Rajguru conferring upon them powers and authorities to develop the said property and to do other acts deeds matters and things in respect of the said property.
10. By a Declaration dated 25/04/2013 executed and registered under No.KLN1-3207/2013 by 1) Undrya Barku Thakre, 2) Shivaji Barku Thakre, 3) Balaram Barku Thakre, 4) Sitabai Tukaram Parethe, 5) Vithabai Baban Lote, 6) Manubai Barku Thakre alias Manubai Ramchandra Thombre, 7) Taibai Natha Khapre stating therein that they are the co-owners of the said Property and confirm and ratify the Deed of Conveyance executed by Chandan Arun Bhagat and Others.
11. On the basis of the findings included in this report, I am of the opinion that the said Property is lawfully owned by Chandan Arun Bhagat, who has clear, unencumbered, and marketable title to the said property subject to the development rights granted in favour of Ashok Babusingh Rajguru.
12. By Deed of Declaration/Supplementary Agreement executed by Ashok Babusingh Rajguru and registered under No.KLN1-5589/2013 in favour of Lodha Dwellers Private Limited (LDPL) inter alia declaring that Ashok Babusingh Rajguru is associated with LDPL and declaring that he will develop the said Property along with contiguous owned by LDPL in terms thereof.
13. By Order No. TNC-2707/PRA.KR.314/L-9 dated 26/12/2007 r/w revalidation letters dated 28/05/2008, 18/06/2009, 04/08/2010, 26/12/2011, 28/02/2014 and 24/05/2014 thereto, the Competent Authority, Department of Revenue and Forest has granted permission under section 63 (1A) of Sub-Section (1) under Bombay Tenancy and Agricultural Land Act, 1948 as amended to M/s. Lodha Dwellers Pvt. Ltd., for acquisition of Land in Talukas Kalyan, Ambarnath and Thane in District Thane for the purpose of development of Special Township Project subject to the terms and conditions set out therein.

14. Lodha Dwellers Private Limited have envisaged to develop the said Special Township Project under Special Planning Authority viz. MMRDA constituted under Section 40 of Maharashtra Regional and Town Planning Act, 1966 ("MRTP Act") as provided in Section 18 and 44 of the MRTP Act in respect of the land acquired and owned by them as well as Mahavir Build Estate Private Limited in Village Khoni, Taluka Kalyan, District Thane and applied for necessary sanction under the aforesaid notifications.
15. By Order bearing No.Revenue/K-1/T-7/STP/SR-88/2014 dated 18<sup>th</sup> September 2014 issued by the Collector Thane, the said Property is forming a part of the scheme of development of a larger Property in Village Khoni held by Lodha Dwellers Private Limited, for which final sanctioned has been granted for a Special Township Project.
16. It is peremptorily to be noted that vide Notification dated 1st January 2014 published in Official Gazette by Urban Development Department, Government of Maharashtra for Special Township Project under provision of MRTP Act, provides for certain special concessions such as NA Permission, stamp duty, development charge, relaxation under Bombay Tenancy and Agricultural Land Act and Ceiling Limit for holding land etc. With regards to N.A. permission, it states that non-agriculture use of the land shall be automatic under Special Township Project. In other words, land under Special Township Project shall be deemed to have been converted to non-agricultural use and no separate permission shall be required thereafter and will be assessed from the date of sanction accordingly.
17. Further, notification dated 1st January 2014 issued under Maharashtra Regional Town Planning Act by Government of Maharashtra with Accompaniment a SCHEDULE - A whereunder regulation for development of Special Township Project in area under the sanction development plan inter alia Regulation 2 provides for special concessions. Under sub-clause (a) of the said Regulation 2 that the land which is forming part of the Special Township Project will become ipso facto non-agriculture as soon as the Special Township scheme is notified and sanctioned in as much as such land deemed to have been converted in non-agriculture and no separate permission will be required and will be assessed from the date of sanction accordingly.
18. Pursuant to the Certificate dated 6th May 2014 issued by the Registrar of Companies, the name of Lodha Dwellers Private Limited has been changed to Palava Dwellers Private Limited.
19. By Indenture of Conveyance dated 25/06/2014 executed and registered under No. KLN1-4774-2014 with Sub-Registrar Kalyan on 25/06/2014 by Ashok Babusingh Rajguru (through POA holder Babusingh Rajguru) as the Vendor of the One Part in favour of Palava Dwellers Private Limited as the Purchasers of the Other Part, the Vendors sold, conveyed transferred and assured to the said Purchasers the said Property for valuable consideration and on terms, covenants and conditions stated therein. The Revenue Records have been mutated in the name of Lodha Dwellers Private Limited under Mutation Entry No.1293.

20. On the basis of the findings included in this report and subject to what is stated hereinabove, I am of the opinion that, Palava Dwellers Private Limited, pursuant to the Deed of Conveyance, Power of Attorney executed by Chandan Arun Bhagat in favour of Arun Babusingh Rajguru and Deed of Declaration/Supplementary Agreement and Deed of Conveyance executed by Ashok Babusingh Rajguru in favour of Palava Dwellers Private Limited (earlier known as Lodha Dwellers Private Limited) are entitled to the said Property as absolute Owners thereof and have complete development rights of the same.

**THE SCHEDULE ABOVE REFERRED TO:**

Property bearing

Old Survey No./Hissa No	New Survey No./ Hissa No	Area (sq. mtrs.)
139/2P	139/2B	20550

admeasuring 20550 sq mtrs or thereabouts situate at Village Khoni, Taluka Kalyan, District Thane.

Dated this 2<sup>nd</sup> day of January 2015.

  
(Pradip Garach)  
Advocate High Court Bombay