

**ASHVIN D. RATHOD**  
B.Com, LL.B,  
Advocate High Court.  
M: 9323037814

Address: A-1/805,  
Dandekar Dattchaya Co-op. Hsg. Ltd  
Opposite Uday Nagar  
Panchpakhadi, Thane (West) 400602.

By Hand/RPAD/Courier

Ref no.

Date: 26/04/2022

TO,  
MAHARERA

**LEGAL TITLE REPORT**

**Sub:** Title clearance certificate with respect lands mentioned hereinbelow :

A. (i) Survey No.109 old S.No.217 Hissa No.11D admeasuring 2790 sq. mtrs. situate lying and being at village Bhayandarpada, Taluka and District Thane (hereinafter referred to as the "**the said First Property**").

(ii) Old Survey No. 218, New Survey No.49, Hissa No.1, admeasuring 1620 sq.mtrs. situate lying and being at village Bhayandarpada, Taluka and District Thane (hereinafter referred to as "**the said Second Property**").

(iii) A portion admeasuring 1219.50 sq. mtrs., out of the land bearing Old S.No.217 New Survey No.109 Hissa No.19A admeasuring 2439 sq. mtrs. (hereinafter referred to as "**the said Third Property**").

(iv) Old S.No.217 New Survey No.109 Hissa No.19B admeasuring 2560 sq. mtrs. (hereinafter referred to as "**the said Fourth Property**").

(v) Old S.No.217 New Survey No.109 Hissa No.16C admeasuring 1890 sq. mtrs. (hereinafter referred to as "**the said Fifth Property**").

(vi) Old Survey No. 217 New Survey No. 109 Hissa No.22 admeasuring 2800 sq.mtrs. situate lying and being at village Bhayandarpada, Taluka and District Thane (hereinafter referred to as "**the said Sixth Property**").

I have investigated the title of (A) 1.Smt. Yenabai Halya Bhoir, 2. Shri Jagdish Halya Bhoir, 3.Shri Krushna Halya Bhoir, 4.Shri Raghunath Halya Bhoir, 5.Smt. Manubai Nagesh Shinge, 6.Smt. Sakhubai Arun Bhoir, 7.Shri Dravesh Narayan Bhoir, 8.Shri Deepesh Narayan Bhoir and 9.Smt. Kamini Bhimrao Mhatre (hereinafter collectively referred to as "**the said First Owners**") in respect of the said First Property and the said Second Property, (B) 1. Smt. Sumati Govind Tangdi, 2. Smt. Shantabai Motiram Bhoir, 3.Shri Ramchandra Motiram Bhoir, 4.Shri Manohar Motiram Bhoir, 5.Mrs. Deepa Ajay Mhatre, 6. Shri Hitesh Ramesh Bhoir & 7.Miss Mohini Ramesh Bhoir (hereinafter collectively referred to as "**the said Second Owners**") in respect of the said Third Property, (C) 1. Shri Rajdaksha

Mahendra Sharma and 2.Shri Kapil Mahendra Sharma (hereinafter collectively referred to as "the said Third Owners") in respect of the said Fourth Property, (D) 1. Shri Pandurang Sakharam Bhoir, 2.Shri Ananta Sakharam Bhoir, 3.Shri Janardan Sakharam Bhoir, 4.Smt. Draupadi Ramesh Bhoir, 5.Shri Deepak Ratnakar Thakur, 6.Shri Pradeep Ratnakar Thakur, 7.Smt. Sangeeta Ashok Patil, 8.Smt. Manisha Dyneshwar Daki, 9, Smt. Prabhavati Namdeo Patil, 10. Jitendra Namdeo Bhoir, 11. Pranay Namdeo Bhoir, 12. Prachi Shailesh Bhoir and 13. Ashwini Amar Bhoir (hereinafter collectively referred to as "the said Fourth Owners") in respect of the said Fifth Property and (E) M/s. Balaji Enterprises (Promoters) (hereinafter referred to as "the said Fifth Owners") in respect of the said Sixth Property;

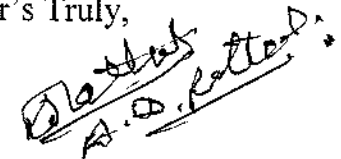
M/s. BALAJI ENTERPRISES (Promoters) have submitted following documents and information in respect of the said first to Sixth property:-

- 1) Description of the property – is disclosed in **Annexure "A"**
- 2) The documents of allotment of plot - is disclosed in **Annexure "B"**
- 3) The 7/12 extract dated 21/02/2022 in respect of the said first to Sixth property issued by Talathi, Saja Owale, Thane and the mutation entries in respect thereof are perused by me and list whereof is annexed hereto and marked as **Annexure "C"**;
- 4) I have caused searches to be taken at the office of the Sub Registrar of Assurances at Thane for the period of 30 years from 1989-2018 issued by Mr. Bipin Adhikari dated 05/03/2018 in respect of the said first to sixth property.
- 5) There is no Pending litigation in the said property as disclosed **Annexure "D"**

On perusal of the abovementioned documents and all other relevant documents relating to title of the said First to Sixth property I am of the opinion that the title of the said First to Fifth owners to their respective properties is clear, marketable.

Dated this 25<sup>TH</sup> day of April, 2022

Your's Truly,



[ A.D.RATHOD ]  
Advocate High Court

**ASHVIN D. RATHOD**  
B.Com, L.L.B. ADVOCATE, HIGH COURT  
Dandekar Colony, Opp. Uday Nagar,  
Panchpakhadi, Thane (W).

**ANNEXURE "A"**

| <b>Old Survey No</b> | <b>New Survey No</b> | <b>Hissa No</b> | <b>Area in sq.mtrs.</b> | <b>Name Of Owners</b>  | <b>Mutation Entries</b>  |
|----------------------|----------------------|-----------------|-------------------------|--|--|
| 217                  | 109                  | 11D             | 2790                    | 1.Smt. Yenabai Halya Bhoir, 2. Shri Jagdish Halya Bhoir, 3.Shri Krushna Halya Bhoir, 4.Shri Raghunath Halya Bhoir, 5.Smt. Manubai Nagesh Shinge, 6.Smt. Sakhubai Arun Bhoir, 7.Shri Dravesh Narayan Bhoir, 8.Shri Deepesh Narayan Bhoir and 9.Smt. Kamini Bhimrao Mhatre | 43, 70, 206, 529, 585, 606, 647, 648, 649, 797, 817, 893, 1097, 1105, 1149, 1228, 1286, 1326, 1431, 1873 |
| 218                  | 49                   | 1               | 1620                    | 1.Smt. Yenabai Halya Bhoir, 2. Shri Jagdish Halya Bhoir, 3.Shri Krushna Halya Bhoir, 4.Shri Raghunath Halya Bhoir, 5.Smt. Manubai Nagesh Shinge, 6.Smt. Sakhubai Arun Bhoir, 7.Shri Dravesh Narayan Bhoir, 8.Shri Deepesh Narayan Bhoir and 9.Smt. Kamini Bhimrao Mhatre | 43, 70, 86, 201, 206, 529, 591, 797, 817, 894, 895, 896, 1105, 1157, 1212, 1306, 1326, 1431, 1873        |
| 217                  | 109                  | 19A             | 1219.50 out of 2439     | 1. Smt. Sumati Govind Tangdi, 2. Smt. Shantabai Motiram Bhoir, 3.Shri Ramchandra Motiram Bhoir, 4.Shri Manohar Motiram Bhoir, 5.Mrs. Deepa Ajay Mhatre, 6. Shri Hitesh Ramesh Bhoir & 7.Miss Mohini Ramesh Bhoir   | 92, 119, 224, 464, 805, 1105, 1805,  |

|     |     |     |      |  |   |
|-----|-----|-----|------|--|---|
| 217 | 109 | 19B | 2560 | Kapil Mahendra Sharma<br>Rajdaksha Mahendra<br>Sharma  | 303, 464, 1105,<br>1805,                              |
| 217 | 109 | 16C | 1890 | 1. Shri Pandurang<br>Sakharam Bhoir, 2.Shri<br>Ananta Sakharam Bhoir,<br>3.Shri Janardan Sakharam<br>Bhoir, 4.Smt. Draupadi<br>Ramesh Bhoir, 5.Shri<br>Deepak Ratnakar Thakur,<br>6.Shri Pradeep Ratnakar<br>Thakur, 7.Smt. Sangeeta<br>Ashok Patil, 8.Smt.<br>Manisha Dyneshwar Daki,<br>9, Smt. Prabhavati<br>Namdeo Patil, 10. Jitendra<br>Namdeo Bhoir, 11. Pranay<br>Namdeo Bhoir, 12. Prachi<br>Shailesh Bhoir and 13.<br>Ashwini Amar Bhoir | 156, 425, 1105,<br>1149, 1326, 1361,<br>1646, 1778,   |
| 217 | 109 | 22  | 2800 | M/s. Balaji Enterprises  | 191, 201, 309,<br>464, 490, 646,<br>1097, 1105, 1646, |

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*Ashvin D. Rathod*  
*A. D. Rathod*  
**ASHVIN D. RATHOD**  
B.Com, L.L.B. ADVOCATE, HIGH COURT  
Dandekar Colony, Opp. Uday Nagar,  
Panchpakhadi, Thane (W).

## ANNEXURE "B"

### DOCUMENTS OF ALLOTMENT OF PLOT

A. (1) One Shri Bhiku Pandu Bhoir (hereinafter referred to as "the said Bhiku") was cultivating the land bearing Old Survey No.217 New Survey No.109 Hissa No.11A admeasuring 16500 sq.mtrs., situate, lying and being at village Bhayenderpada, Taluka and District Thane (hereinafter referred to as "the said First Larger Property") and more particularly described Firstly in the First Schedule hereunder written and Old Survey No. 218, New Survey No.49, Hissa No.1, admeasuring 1620 sq.mtrs. situate, lying and being at village Bhayenderpada, Taluka and District Thane i.e. the said Second Property more particularly described Second Schedule hereunder written and accordingly became entitled to the status of protected tenant under the provisions of the Bombay Tenancy and Agricultural Lands Act, 1948 (hereinafter referred to as 'the Tenancy Act');

(2) The said Bhika died intestate somewhere in the year 1957 leaving behind him only son Shri Padya Bhika Bhoir (hereinafter referred to as "the said Padya") as his only legal heir and owner of the said First Larger Property and the said Second Property.

(3) The said Padya died intestate somewhere in 1972 leaving behind him his widow Smt. Devkibai Padya Bhoir (hereinafter referred to as "the said Devkibai"), one married daughter Smt. Shantabai Bama Nagalkar (hereinafter referred to as "the said Shantabai") and one son Shri Halya Padya Bhoir (hereinafter referred to as "the said Halya") as his only legal heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death;

(4) The said Shantabai died intestate on 02/04/2000, leaving behind her mother the said Devkibai and her brother the said Halya as her only legal heirs as per the provisions of the Hindu Succession Act by which she was governed at the time of her death.

(5) The said Halya and the said Devkibai died intestate on 04/09/2003 and 25/12/2004 respectively leaving behind them the said First Owners No.1 to 6 and Shri Narayan Halya Bhoir (hereinafter referred to as "the said Narayan") as his only legal heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of their death;

(6) By and under Agreement for Sale dated 23/11/2010 (hereinafter referred to as "the said First Agreement") made and executed between **M/S. BALAJI ENTERPRISES**, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 (hereinafter referred to as

"the said firm") therein referred to as First Party of the One Part and the said Owners No.1 to 6 and the said Narayan therein referred to as the Second Party of the other part, the Second Party therein agreed to sell, transfer and assign all their respective right, title and interest whatsoever in the said First Larger Property to the First Party therein and the First Party therein agreed to acquire and purchase the same from the Second Party therein at and for the consideration and upon the terms and conditions therein contained. The said First Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No. TNN-5/12019/2010.

(7) pursuant to the said First Agreement, the Second Party therein also executed an even dated Power of Attorney (hereinafter referred to as 'the said First POA'), in favour of the persons nominated by the said firm viz. Shri Anil Khursija (hereinafter referred to as "the said Anil") and Shri Haresh Gurubaksh Daulatani (hereinafter referred to as "the said Haresh") in order to enable them to carry out all acts, deeds, matters and things in respect of the said First Larger Property as therein contained. The said First POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 1055/2010.

(8) By Order bearing No.TD/Te-6/KU/V.P./S.R.-110/2010 dated 11/10/2010 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Smt. Yenabai & others and the said Narayan have been permitted to develop/sell the said First Larger Property subject to the terms and conditions contained therein.

(9) By and under Agreement for Sale dated 31/12/2014 r/w. Deed of Rectification dated 29/04/2017 (hereinafter collectively referred to as "the said Second Agreements") made and executed between Shri Anil Thakurdas Kursija and Shri Haresh G. Daulatani (hereinafter referred to as "the said Anil & the said Haresh") therein referred to as First Party of the One Part and the said Smt. Yenabai & others and the said Narayan therein referred to as the Second Party of the other part, the Second Party therein agreed to sell, transfer and assign all their respective right, title and interest whatsoever in the said Second Property to the First Party therein and the First Party therein agreed to acquire and purchase the same from the Second Party at and for the consideration and upon the terms and conditions therein contained. The said Second Agreements are registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. TNN-5/8088/2015 dated 30/07/2015 and Sr.No.4989/2017 respectively.

(10) pursuant to the said Second Agreement, the Second Party therein also executed Power of Attorney dated 30/07/2015 (hereinafter referred to as 'the said Second POA'), in favour of the said Anil & Harish therein in order to enable them to carry out all acts, deeds, matters and things

in respect of the said Second Property as therein contained. The said Second POA is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.8089/2015.

(11) Shri Narayan Halya Bhoir expired on 25/05/2017 leaving behind him his mother Smt. Yenabai Halya Bhoir being the said First Owners No.1, Shri Dravesh Narayan Bhoir, Shri Deepesh Narayan Bhoir and Smt. Kamini Bhimrao Mhatre being the said First Owners No.7 to 9 as his only legal heirs and accordingly became the co-owners of his undivided share in the said larger property and the said Second Property;

(12) By a Deed of Confirmation dated 03/02/2018 (hereinafter referred to as "the said First DOC") made and executed between the said firm therein referred to as the First Party of the one part and the said First Owners No.7 to 9 therein referred to as the Second Party of the other part, the Second Party therein confirmed and consented the execution of the said First Agreement, the said First POA alongwith other documents incidental thereto executed by the said Narayan in respect of the said Larger Property upon the terms and conditions therein contained. The said First DOC is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.1831/2018.

(13) In pursuance of the said First DOC, the said First Owners No.7 to 9 also executed Power of Attorney of even date (hereinafter referred to as "the said Third POA") in favour of the person nominated by the said firm viz. Shri Manoj Lalwani (hereinafter referred to as "the said Manoj") to do all acts, deeds, matter and things in respect of the said larger property as therein contained. The said Third POA is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.1832/2018;

(14) By a Deed of Confirmation dated 03/02/2018 (hereinafter referred to as "the said Second DOC") made and executed between the said firm therein referred to as the First Party of the one part and the said First Owners No.7 to 9 therein referred to as the Second Party of the other part, the Second Party therein confirmed and consented the execution of the said Second Agreement, the said Second POA alongwith other documents incidental thereto executed by the said Narayan in respect of the said Second Property upon the terms and conditions therein contained. The said Second DOC is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.1827/2018.

(15) In pursuance of the said Second DOC, the said First Owners No.7 to 9 also executed Power of Attorney of even date (hereinafter referred to as "the said Fourth POA") in favour of the person nominated by the said

firm viz. the said Manoj to do all acts, deeds Fourth POA is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.1832/2018;

(16) As per the development plan in force and sanctioned under the provisions of Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as the "said Development Plan") for Thane Municipal Corporation (hereinafter referred to as "the said Corporation"), a portion admeasuring 12610 sq.mtrs. out of the said First larger property was reserved for Multi Ethnic Cemetery and Memorial Garden i.e. Sayukta Smashan Bhumi and Smruti Udyan (hereinafter referred to as "the First Reservation") and a portion admeasuring 1100 sq.mtrs. out of the said First Larger Property is reserved for 12 mtrs. D. P Road (hereinafter referred to as "the said Second Reservation"). The said First and the said Second Reservation is more particularly described Secondly in the First Schedule hereunder written.

(17) By and under Indenture of Transfer dated 06/02/2018 registered with the Office of Sub-Registrar of Assurances, Thane under Sr. No. 1971/2018 (hereinafter referred to as "the said Transfer Deed"), the said firm surrendered the area of the said First Reservation, the said Second Reservation alongwith along with the reservation of cemetery and 12 mtrs. and 40 mtrs. Road reservation in other lands mentioned therein in favour of the said Corporation upon the terms and conditions therein contained and further complied with the various requirements as prescribed under Appendix "W" of the said D. C. Regulations, 1994.

(18) Subsequently, a survey was carried out by the TILR Department in respect of the said First Larger Property and accordingly the said First Larger property came to be renumbered as follows :

| Old Survey No. | New Survey No. | Hissa No. | Area In Sq.Mtrs. | Name                                   |
|----------------|----------------|-----------|------------------|--|
| 217            | 109            | 11A       | 12610            | Thane Municipal Corporation (Cemetery) |
|                |                | 11C       | 1100             | Thane Municipal Corporation (Road)     |
|                |                | 11D       | 2790             | Yenabai H. Bhoir & others              |



(19) In the aforesaid premises the said firm is entitled to develop the portion admeasuring 2790 sq.mtrs. of the said First Larger Property which is renumbered as New Survey No.109 Hissa No.11D (hereinafter referred to as "the said First Property") and more particularly described Thirdly in the First Schedule hereunder written.

**(B)** (1) Shri Bhau Undir Bhoir (hereinafter referred to as "the said Bhau") was the owner of the property bearing Old S.No.217 New Survey No.109 Hissa No.19A admeasuring 2560 sq. mtrs., situate, lying and being at village Bhayenderpada, Taluka and District Thane (hereinafter referred to as "the said Second Larger Property") and more particularly described Firstly in the Third Schedule hereunder written in pursuance of the oral partition carried out by the said Bhau and his brother Shri Manglya Undir Bhoir, as recorded vide M.E. No.1805 dated 01/10/1984;

(2) The said Bhau expired on 08/10/1999 leaving behind him his two sons Shri Motiram Bhau Bhoir (hereinafter referred to as "the said Motiram"), the Shri Gangadhar Bhau Bhoir (hereinafter referred to as "the said Gangadhar") and one daughter being the said Second Owners No.1 as his legal heirs and accordingly became the co-owners of the said Second Larger Property;

(3) The said Motiram expired on 07/05/2008, leaving behind him his widow Smt. Shantabai Motiram Bhoir being the Second Owners No.2, two sons Shri Ramchandra Motiram Bhoir being the Second Owners No.3, Shri Manohar Motiram Bhoir being the Second Owners No.4 and two daughters Mrs. Deepa Ajay Mhatre being the Second Owners No.5 and Smt. Nishabai Ramesh Bhoir since deceased her legal heirs Shri Hitesh Ramesh Bhoir & Miss Mohini Ramesh Bhoir being the Second Owners No.6 & 7 as his only legal heirs in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death;

(4) As per the Development Plan in force, a portion admeasuring 121 sq.mtrs. out of the said Second Larger Property fall under 12 mtrs. D. P. Road Reservation (hereinafter referred to as "the said Third Reservation") and more particularly described Secondly in the Third Schedule hereunder written and the said Third Reservation is handed over to the said Corporation vide registered Declaration dated 29/11/2001 (hereinafter referred to as "the said Declaration").

(5) Subsequently, a survey was carried out by the TILR Department in respect of the said Second Larger Property and accordingly the said Second Larger property came to be renumbered as follows:

| Old Survey No. | New Survey No. | Hissa No. | Area In Sq.Mtrs. | Name                               |
|----------------|----------------|-----------|------------------|------------------------------------|
| 217            | 109            | 19A       | 2439             | Sumati Govind Tangdi & others      |
|                |                | 19C       | 121              | Thane Municipal Corporation (Road) |

(6) In the aforesaid premises the said Gangadhar and the said Second Owners became the co-owners of portion admeasuring 2439 sq.mtrs. bearing New Survey No.109 Hissa No.19A. However, by a family arrangement made between the said Second Owners and the said Gangadhar, ½ undivided share admeasuring 1219.5 sq. mtrs. out of New Survey No.109 Hissa No.19A came to the share of Shri Gangadhar Bhau Bhoir and the ½ undivided share admeasuring 1219.5 sq. mtrs. out of New Survey No.109 Hissa No.19A came to the share of the said Second Owners (hereinafter referred to as "the said Third Property") and more particularly described Thirdly in the Third Schedule hereunder written;

(7) By and under Agreement for Sale dated 15/02/2013 (hereinafter referred to as "the said Third Agreement") made and executed between the said firm therein referred to as the party of the First Part of the One Part and the said Second Owners therein referred to as the party of the Second Part of the other part, the party of the Second Part therein agreed to sell, transfer and assign their right, title and interest in the said Third Property i.e. 1219.5 sq. mtrs., unto the party of the First Part therein at and for the consideration and upon the terms and conditions therein contained. The said Third Agreement is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.TNN-5/1704/2013.

(8) Pursuant to the said Third Agreement, the party of the Second Part therein also executed an even dated Power of Attorney (hereinafter referred to as 'the said Fifth POA'), in favour of the person nominated by the said firm in order to enable him to carry out all acts, deeds, matters and things in respect of their right, title and interest in the said Third Property as therein contained. The said Fifth POA is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.1705/2013.

(9) In the aforesaid premises the said firm is entitled to develop the said Third Property;

(C) (1) Shri Manglya Undir Bhoir (hereinafter referred to as "the said Manglya") was the owner of the property bearing Old S.No.217 New Survey No.109 Hissa No.19B admeasuring 2560 sq. mtrs., situate, lying and being at village Bhayenderpada, Taluka and District Thane (hereinafter referred to as "the said Fourth Property") and more particularly described in the Fourth Schedule hereunder written in pursuance of the oral partition carried out by the said Manglya and his brother Shri Bhau Undir Bhoir, as recorded vide M.E. No.1805 dated 01/10/1984;

(2) The said Manglya died intestate on 08/02/1998 leaving behind him two sons Shri Baburao Manglya Bhoir (hereinafter referred to as "the said Baburao"), Shri Ganpat Manglya Bhoir (hereinafter referred to as "the said Ganpat") and Smt. Sakhubai Vishnu Patil (hereinafter referred to as "the said Sakhubai") as his only legal heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death;

(3) Shri Ganpat Manglya Bhoir died intestate leaving behind Smt. Sonibai Ganpat Bhoir, Shri Janardan Ganpat Bhoir, Smt. Babybai Waman Chaudhari (hereinafter referred to as "the legal heirs of said Ganpat") as his only legal heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death;

(4) By a Deed of Conveyance dated 08/09/1999 (hereinafter referred to as "the said First Deed "), the said Baburao, the said Sakhubai, the said legal heirs of Ganpat, sold, transferred and conveyed all their right, title, interest and share in respect of the said Property to Shri Rajdaksh Mahendra Sharma and Shri Kapil Mahendra Sharma i.e. the said Third Owners herein at and for the consideration and upon the terms and conditions therein contained. The said First Deed is duly registered with the Office of the Sub-Registrar of Assurances at Thane under Sr.No.5707;

(5) After the execution of the said First Deed, the said Baburao Manglya Bhoir died intestate on 05/11/2000 leaving behind him his widow Smt. Indubai Baburao Bhoir, four sons Shri Chandrakant Baburao Bhoir, Shri Sharad Baburao Bhoir, Shri Prabhakar Baburao Bhoir, Shri Deepak Baburao Bhoir and three daughters Smt. Jaywanti Mahadev Bhoir, Smt. Manisha Kishore Shinge and Smt. Aasha Maruti Madhavi (hereinafter referred to as "the legal heirs of said Baburao") as his only legal heirs in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death.

(6) By a Deed of Confirmation dated 06/01/2005 (hereinafter referred to as "the said Third DOC"), the legal heirs of said Baburao confirmed the said Deed executed by the said Baburao, the said Sakhubai and the legal heirs of said Ganpat in favour of the said Third Owners upon

the terms and conditions therein contained. The said Third DOC is registered with the Office of Sub-Registrar of Assurances at Thane under Sr.No.141/2005;

(7) In the aforesaid premises, the Third Owners herein became the Owners of the said Fourth Property;

(8) By and under Agreement for Sale-cum-Development dated 01/07/2011 (hereinafter referred to as "the said Fourth Agreement") made and executed between the said firm therein referred to as the party of the First Part of the One Part and the said Third Owners therein referred to as the party of the Second Part of the other part, the party of the Second Part therein granted to the party of the First Part the development rights for and in respect of the said Fourth Property at and for the consideration and upon the terms and conditions therein contained. The said Fourth Agreement is registered with the office of the Sub-Registrar of Assurances at Thane under Sr.No.TNN-5/6314/2011.

(9) Pursuant to the said Fourth Agreement, the party of the Second Part therein also executed an even dated Power of Attorney (hereinafter referred to as 'the said Sixth POA'), in favour of the persons nominated by the said firm in order to enable them to carry out all acts, deeds, matters and things in respect of the said Fourth Property as therein contained. The said Sixth POA is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.549/2011.

**(D)** (1) One Shri Sakharam Shingo Bhoir (hereinafter referred to as 'the said Sakharam') was the owner of the property bearing Old S.No.217 New Survey No.109 Hissa No.16 admeasuring 2300 sq. mtrs. situate lying and being at village Bhayandarpada, Taluka and District Thane (hereinafter referred to as 'the said Third Larger Property') and more particularly described Firstly in the Fifth Schedule hereunder written;

(2) The said Sakharam died on 25/09/1981 leaving behind him his children being the said Fourth Owners No.1 to 4, Shri Namdeo Sakharam Bhoir (hereinafter referred to as "the said Namdeo") and Smt. Gulab Ratnakar Thakur (hereinafter referred to as "the said Gulab") as his only legal heirs in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death;

(3) The said Gulabbai expired on 01/10/2000, leaving behind her children being the Fourth Owners No.5 to 8 as her only legal heirs in accordance with the provisions of Hindu Succession Act, by which she was governed at the time of her death;

(4) In the aforesaid premises the said Fourth Owners and the said Namdeo became the co-owners of the said Third Larger Property;

(5) By and under Development Agreement dated 27/10/2006 (hereinafter referred to as "the said Fifth Agreement") made and executed between the said firm therein referred to as the First Party of the One Part and the said Fourth Owners alongwith the said Namdeo therein referred to as the Second Party of the other part, the Second Party therein granted to the First Party therein and the First Party therein acquired from the Second Party therein, the development rights for and in respect of the said Third Larger Property at and for the consideration and upon the terms and conditions therein contained. The said Fifth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. TNN-5/00159/2007 on 05/01/2007.

(6) Pursuant to the said Fifth Agreement, the said Fourth Owners and the said Namdeo also executed Power of Attorney dated 16/12/2006 (hereinafter referred to as 'the said Seventh POA'), in favour of the person nominated by the said firm i.e. the said Anil in order to enable him to carry out all acts, deeds, matters and things in respect of the said Third Larger Property as therein contained. The said Seventh POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.13/2007 on 05/01/2007.

(7) As per the Development Plan in force, a portion admeasuring 50 sq.mtrs. out of the said Third Larger Property reserved for Multi Ethnic Cemetery and Memorial Garden i.e. Sayukta Smashan Bhumi and Smruti Udyan (hereinafter referred to as "the said Fourth Reservation") and a portion admeasuring 360 sq.mtrs. was reserved for 12 mtrs. wide D. P. Road (hereinafter referred to as "the said Fifth Reservation"). The said Fourth and the said Fifth Reservation are particularly described Secondly in the Fifth Schedule hereunder written and the said Fourth and the said Fifth Reservation are handed over to the said Corporation vide registered the said Transfer Deed.

(5) Subsequently, a survey was carried out by the TILR Department in respect of the said Third Larger Property and accordingly the said Third Larger property came to be renumbered as follows :

| Old Survey No. | New Survey No. | Hissa No. | Area In Sq.Mtrs. | Name                                   |
|----------------|----------------|-----------|------------------|--|
| 217            | 109            | 16A       | 50               | Thane Municipal Corporation (Cemetery) |

|  |  |            |             |   |
|--|--|------------|-------------|---|
|  |  | <b>16B</b> | <b>360</b>  | <b>Thane Municipal Corporation (Road)</b>             |
|  |  | <b>16C</b> | <b>1890</b> | <b>Shri Pandurang Sakharam Bhoir<br/>&amp; others</b> |

(6) In the aforesaid premises, the said Fourth Owners became entitled to develop a portion admeasuring 1890 sq.mtrs. bearing New Survey No.109 Hiisa No.16C (hereinafter referred to as "the said Fifth Property") and more particularly described Thirdly in the Fifth Schedule hereunder written;

(7) After the execution of the said Fifth Agreement, the said Namdeo expired leaving behind him his widow being the Fourth Owners No.9, two sons being the said Fourth Owners No.10, 11 and two daughters being the said Fourth Owners No.12 & 13 as his only legal heirs in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death;

(E) (1) The said Bhika was the owner of the property bearing Old Survey No. 217 New Survey No. 109 Hissa No.22 admeasuring 2800 sq.mtrs., situate lying and being at village Bhayandarpada, Taluka and District Thane (hereinafter referred to as "the said Sixth Property") and more particularly described in the Sixth Schedule hereunder written;

(2) The said Bhika died intestate somewhere in the year 1957 leaving behind him only son the said Padya as his only legal heir and owner of the said Sixth Property;

(3) the said Padya died intestate somewhere in 1972 leaving behind him, his widow viz. the said Devkibai, married daughter viz. the said Shantabai & one son viz. the said Halya as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death;

(4) the said Shantabai died intestate on 02/04/2000, leaving behind her mother said Devkibai and her brother said Halya as her only legal heirs as per the provisions of the Hindu Succession Act by which she was governed at the time of her death;

(5) the said Halya and the said Devkibai died intestate on 04/09/2003 and 25/12/2004 respectively, leaving behind them the said First Owners and the said Narayan as their only legal heirs in accordance with the provisions of the Hindu Succession Act by which they were governed at the time of their death;

(6) By a Deed of Conveyance dated 31/12/2014 r/w Deed of Rectification dated 29/04/2017 (hereinafter collectively referred to as “the said Second Deed”), made and entered into between Shri Anil Thakurdas Khursija and Shri Haresh G. Daulatani partners of the said firm therein referred to as First Party of the one part and the said First Owners and the said Narayan therein referred to as the Second Party of the other part, the Second Party therein sold, transferred and conveyed to the First Party therein all their undivided right, title and interest whatsoever in the said Sixth Property at and for consideration and upon the terms and conditions therein contained. The said Second Deed is registered with the Office of Sub-Registrar of Assurances at Thane under Sr.No.8086/2015 on 30/07/2015 and Sr.No.4990/2017 respectively. However, the effect of the same is not yet recorded in the revenue record of the said Sixth Property.

(7) In pursuance of the said Second Deed, the said First Owners also executed Power of Attorney dated 30/07/2015 registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.8087/2015 (hereinafter referred to as “the said Eighth POA”) in favour of the person nominated by the said firm viz. the said Anil to do all acts, deeds, matter and things in respect of the said Sixth Property as therein contained.

(8) By a Deed of Confirmation dated 03/02/2018 (hereinafter referred to as “the said Fourth DOC”) made and executed between the said firm therein referred to as the First Party of the one part and the said First Owners No.7 to 9 therein referred to as the Second Party of the other part, the Second Party therein confirmed and consented the execution of the said Second Deed alongwith other documents incidental thereto executed by the said Narayan in respect of the said Sixth Property upon the terms and conditions therein contained. The said Fourth DOC is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.1820/2018.

(9) In pursuance of the said Fourth DOC, the said First Owners No.7 to 9 also executed Power of Attorney of even date (hereinafter referred to as “the said Eighth POA”) in favour of the person nominated by the said firm viz. the said Manoj to do all acts, deeds, matter and things in respect of the said Sixth Property as therein contained. The said Eighth POA is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.1821/2018;

(10) In the aforesaid premises the said firm is entitled to develop the said Sixth Property.

(F) By a Deed of Retirement dated 25/08/2015, the said Anil has retired from the said firm upon the terms and conditions therein contained. Pursuant to the Retirement Deed, the said Anil by invoking the power granted to him

vide the said First POA, the said Second POA, the said Fifth POA, the said Sixth POA, the said Seventh POA and the said Eighth POA executed Substituted Power of Attorney dated 29/04/2017 registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.4988/2017 (hereinafter referred to as "the said SPOA") in favour of the continuing Partners of the said firm to do all acts, deeds, matter and things in respect of the said First Larger Property, the said Second Property, the said Second Larger Property, the said Fourth Property, the said Third Larger Property and the said Sixth Property as therein contained.

**(G)** Manisha Jadhav Bhoir & Bhaskar Tukaram Bhoir (hereinafter referred to as "the said Manisha & another") had filed Regular Civil Suit bearing No.518/2005 before the Hon'ble 13<sup>th</sup> Jt. Civil Judge (J.D.) Thane at Thane (hereinafter referred to as 'the said Suit') against the said First Owners, with respect to the said Second Property and the said Sixth Property alongwith other properties mentioned therein wherein order of injunction dated 28/08/2007 was passed against Defendants restraining them from transferring and creating any third party interest encumbrances, lien or charge over the properties more particularly described in the Schedule – II of the exhibit 65 which does not include the said Second Property and the said Sixth Property. However, no prohibitory order in respect of the said Second Property and the said Sixth Property has been passed against the Defendants therein in the said suit.

**(H)** In pursuance of the arrangement arrived at and recorded in the Agreement dated 15/08/2017, registered with the office of Sub-Registrar of Assurances at Thane under Sr. No10737/2017, made between Miss Manisha & three others therein referred to as the First Party of the one part and said firm therein referred to as the Developer of the other part, whereby the said Manisha & another have confirmed having submitted their NOC's to the Thane Municipal Corporation (hereinafter referred to as 'the Corporation') and other revenue departments thereby stating that they do not have any objection or claim against the said First Owners and the said Narayan any more in respect of the said Second Property and the said Sixth Property as mentioned therein and further that they do not wish to press their claim or objection any further and to consider the objections/claims lodged with such authorities as cancelled.

**(I)** Upon the said firm surrendering the said First, Second, Fourth and Fifth reservation to the said Corporation and in consideration of having complied with the various requirements, the said Corporation has issued Development Rights Certificate under Folio No.TDR/S06/Cremet-Udyan-1/0460/18, Sector VI, Certificate No.Reservation-264 dated 16/03/2018 to the extent of TDR admeasuring 46420 sq. mtrs. (hereinafter referred to as "the said DRC") in favour of the said firm;



(J) By diverse Deed of Transfer of TDR, the said firm have sold and transferred the said TDR to different Purchasers for consideration and upon the terms and conditions therein contained.

(K) In the aforesaid premises the said firm is entitled to develop the said First Property, the said Second Property, the said Third Property, the said Fifth Property and the said Sixth Property.

(L) The Promoters viz. Balaji Enterprises through the respective land owners of the said First to Sixth Property, submitted plans for development of the said property to the Municipal Corporation of the City of Thane (hereinafter referred to as 'the Corporation') and the Corporation has sanctioned the same vide development permission V.P. No. S06/0144/12/TMC/TDD/4037/22 Dated 25/04/2022 for Building A-Ground/stilt + 1<sup>st</sup> Podium+2<sup>nd</sup> Podium + upper Stilt floor + 1<sup>st</sup> to 24<sup>th</sup> floors and for Building no. B-Ground/stilt +1<sup>st</sup> podium+2<sup>nd</sup> podium + upper stilt floor+1<sup>st</sup> to 23<sup>rd</sup> (Pt) floors.

(M) In pursuance of the sanction of development permission, the Corporation has also granted **Commencement Certificate** in respect of the development of the said property vide V.P. No. **S06/0144/12/TMC/TDD/4037/22 Dated: 25/04/2022** for **Building A - Ground/stilt + 1<sup>st</sup> Podium+2<sup>nd</sup> Podium + upper Stilt floor + 1<sup>st</sup> to 7<sup>th</sup> floors** and for **Building B -- Ground/stilt +1<sup>st</sup> podium+2<sup>nd</sup> podium + upper stilt floor+1<sup>st</sup> to 2<sup>rd</sup> floors.**

#### **THE FIRST SCHEDULE ABOVE REFERRED TO :**

##### **Firstly : (the said First Larger Property)**

ALL THAT piece and parcel of land bearing Old Survey No.217 New Survey No.109 Hissa No.11A admeasuring 16500 sq.mtrs., situate, lying and being at village Bhayenderpada, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

##### **Secondly : (the said First and Second Reservation)**

ALL THOSE portions admeasuring 12610 sq.mtrs. (reserved for Cemeterly) and admeasuring 1100 sq.mtrs. (reserved for 12 mtrs. D.P. Road) out of the property more particularly described firstly in the First schedule hereinabove.

**Thirdly : (The said First Property)**

ALL THAT portion of land admeasuring 2790 sq.mtrs. out of the said First Larger Property more particularly described firstly in the First schedule hereinabove which is sub-divided and renumbered as New Survey No.109, Hissa No.11D.

**THE SECOND SCHEDULE ABOVE REFERRED TO :  
(the said Second Property)**

ALL THAT piece and parcel of land bearing Old Survey No.218 New Survey No.49 Hissa No.1 admeasuring 1620 sq.mtrs., situate, lying and being at village Bhayenderpada, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

**Firstly : (the said Second Larger Property)**

ALL THAT piece and parcel of land bearing Old Survey No.217 New Survey No.109 Hissa No.19A admeasuring 2560 sq.mtrs., situate, lying and being at village Bhayenderpada, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

**Secondly : (the said Third Reservation)**

ALL THAT portion admeasuring 121 sq.mtrs. (reserved for 12 mtrs. D.P. Road) out of the property more particularly described firstly in the Third schedule hereinabove.

**Thirdly : (The said Third Property)**

ALL THAT portion of land admeasuring 1219.50 sq.mtrs. out of the said Second Larger Property more particularly described firstly in the Third schedule hereinabove.

**THE FOURTH SCHEDULE ABOVE REFERRED TO :  
(the said Fourth Property)**

ALL THAT piece and parcel of land bearing Old Survey No.217 New Survey No.109 Hissa No.19B admeasuring 2560 sq.mtrs., situate, lying and being at village Bhayenderpada, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :**

**Firstly : (the said Third Larger Property)**

ALL THAT piece and parcel of land bearing Old Survey No.217 New Survey No.109 Hissa No.16 admeasuring 2300 sq.mtrs., situate, lying and being at village Bhayenderpada, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

**Secondly : (the said Fourth Reservation)**

ALL THOSE portions admeasuring 50 sq.mtrs. (reserved for Cemetery) and portion admeasuring 360 sq.mtrs. (reserved for 12 mtrs. D.P. Road) out of the Third Larger Property more particularly described firstly in the Fifth schedule hereinabove.

**Thirdly : (The said Fifth Property)**

ALL THAT portion of land admeasuring 1890 sq.mtrs. out of the said Third Larger Property more particularly described firstly in the Fifth schedule hereinabove which is sub-divided and renumbered as New Survey No.109, Hissa No.16C.

**THE SIXTH SCHEDULE ABOVE REFERRED TO :**

**(the said Sixth Property)**

ALL THAT piece and parcel of land bearing Old Survey No.217 New Survey No.109 Hissa No.22 admeasuring 2800 sq.mtrs., situate, lying and being at village Bhayenderpada, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

XX

*Ashvin D. Rathod*  
A.A. A.S.P.

**ASHVIN D. RATHOD**  
B.Com, L.L.B. ADVOCATE, HIGH COURT  
Dandekar Colony, Opp. Uday Nagar,  
Panchpakhadi, Thane (W).

