

# K. P. MAHAJAN

B.A.L.L.B.

**ADVOCATE HIGH COURT**

Office : 202, Ishan Building, M. Phule Road, Vishnu Nagar, Dombivali (W)

☎ : 0251 - 2497195 / Mobile : 9869997652

## FORMAT-A

**Circular No. (28/2021)**

To  
**Maha RERA,**  
Housefin Bhavan,  
Plot No. C - 21,  
Bandra Kurla Complex,  
Bandra (East),  
Mumbai 400051.

## LEGAL TITLE REPORT

**Sub.: Title Clearance Certificate with respect to ALL THAT pieces and parcels**

Village	Survey No. / Hissa No.	Area as per 7/12 Extract (in Sq.mtr.) or thereabout	Defined Term
Khoni	55/2A	23540 out of 24540	<b>First Property</b>
Khoni	55/3	2730	<b>Second Property</b>
Khoni	139/1	5400	<b>Third Property</b>
<b>Total</b>		<b>31670</b>	

Hedutane	24/1A	5660	<b>Fourth Property</b>
Hedutane	24/1B	3340	<b>Fifth Property</b>
Hedutane	25/2A	12660	<b>Sixth Property</b>
Hedutane	25/2B	11376	<b>Seventh Property</b>
Hedutane	25/3	1670	<b>Eighth Property</b>
Hedutane	25/4	2220	<b>Ninth Property</b>
Hedutane	212/7A	483	<b>Tenth Property</b>
Hedutane	212/7B	469	<b>Eleventh Property</b>
Hedutane	212/7C	481	<b>Twelfth Property</b>
Hedutane	212/7D	480	<b>Thirteenth Property</b>
Hedutane	212/7E	480	<b>Fourteenth Property</b>
Hedutane	260/1A	2300	<b>Fifteenth Property</b>
Hedutane	260/1B	2200	<b>Sixteenth Property</b>
<b>Total</b>		<b>43819</b>	

and "First Property" to "Third Property" totally admeasuring 31670 sq.mtr. or thereabout lying being and situate at Village Khoni, Taluka Kalyan and District Thane ("Khoni Property") and "Fourth Property" to "Sixteenth Property" totally admeasuring 43819 sq.mtr. or thereabout lying being and situate at Village Hedutane, Taluka Kalyan and District Thane ("Hedutane Property"), aggregating in all 75489 sq.mtrs or thereabouts (the said "Khoni Property" and said "Hedutane Property" for the sake of brevity collectively referred to as the "the said Property").

- 1) I have investigated the title of the said Property at the request of Macrotech Developers Limited a Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, having its registered office at 412, Floor- 4, 17G, Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400 0018 ("Company") as the Developer / Owner, as the case may be, of the same. On the basis and relying upon the perusal of relevant photocopies of Title documents, Revenue Records and Search Data of Manual Search conducted in Offices of concerned Sub Registrar for the Land Record and Online Search on the portal of Ministry of Company Affairs (MCA) for charges created by Macrotech Developers Limited in respect of the said Property and Orders and Certificates with respect to re-organisation and re-structuring in relation to the Company, I have to state as follows:

2) **Description of the Property**

All that pieces and parcels of Property detailed whereof are as follows :-

<b>Village</b>	<b>Survey No. / Hissa No.</b>	<b>Area as per 7/12 Extract (in Sq.mtr.) or thereabout</b>
Khoni	55/2A	23540 out of 24540
Khoni	55/3	2730
Khoni	139/1	5400
<b>Total</b>		<b>31670</b>

Hedutane	24/1A	5660
Hedutane	24/1B	3340
Hedutane	25/2A	12660
Hedutane	25/2B	11376
Hedutane	25/3	1670
Hedutane	25/4	2220
Hedutane	212/7A	483
Hedutane	212/7B	469
Hedutane	212/7C	481
Hedutane	212/7D	480
Hedutane	212/7E	480
Hedutane	260/1A	2300
Hedutane	260/1B	2200
<b>Total</b>		<b>43819</b>

aggregating in all 75489 sq.mtrs or thereabouts, lying, being and situated at Villages Khoni and Hedutane, Taluka Kalyan and District Thane (being referred as **“the said Property”** hereto).

3) **Documents of acquirement of respective land**

**Village Khoni**

- 1) Agreement for Sale dated 22/10/2012 executed and registered under Sr. No. KLN1-7869-2012 with the office of Sub Registrar Kalyan-1, between Chintaman Dhondu Thombare & Others and Lodha Dwellers Private Limited for development of the said Property bearing Survey No. 139/1 and 55/2A.
- 2) Power of Attorney dated 22/10/2012 executed and registered under Sr. No. 448/2012 with the office of Sub Registrar Kalyan, by Chintaman Dhondu Thombare & Others in favour of Lodha Dwellers Private Limited for development of the said Property bearing Survey No. 139/1 and 55/2A.
- 3) Conveyance Deed dated 03/09/2013 executed and registered under Sr. No. KLN1-6058-2013 with the office of Sub Registrar Kalyan-1, by Chintaman Dhondu Thombare & Others in favour of Lodha Dwellers Private Limited for the portion of the property bearing Survey No. 139/1 admeasuring 4500 sq.mtrs. or thereabout and Survey No. 55/2A admeasuring 20450 sq.mtrs. or thereabout.
- 4) Conveyance Deed dated 05/06/2015 executed and registered under Sr. No. KLN1-4854-2015 with the office of Sub Registrar Kalyan-1, by Dagdu Santu Thombare with confirmation of Gajanan Dagdu Thombare and another in favour of Palava Dwellers Private Limited for the remaining portion of the property bearing Survey No. 139/1 admeasuring 900 sq.mtrs. or thereabout and Survey No. 55/2A admeasuring 3090 sq.mtrs. or thereabout.
- 5) Conveyance Deed dated 02/09/2020 executed and registered under Sr. No. KLN2-7107-2020 with the office of Sub Registrar Kalyan-1, by Macrotech Developers Limited with confirmation of Sub Divisional Kalyan in favour of Mumbai Metropolitan Regional Development Authority (MMRDA) for the remaining portion of the property bearing Survey No. 55/2A admeasuring

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1585 sq.mtrs. or thereabout.

- 6) Power of Attorney dated 05/06/2015 executed and registered under Sr. No. KLN1-4855-2015 with the office of Sub Registrar Kalyan, by Chintaman Dhondu Thombare & Others in favour of Palava Dwellers Private Limited for development of the remaining portion of the property bearing Survey No. 139/1 admeasuring 900 sq.mtrs. or thereabout and Survey No. 55/2A admeasuring 3090 sq.mtrs. or thereabout.
- 7) Agreement for Sale dated 29/04/2013 executed and registered under Sr. No. KLN1-3206-2013 with the office of Sub Registrar Kalyan-1, between Undrya Barku Thakare & Others and Lodha Dwellers Private Limited for development of the said Property bearing Survey No. 55/3.
- 8) Power of Attorney dated 29/04/2013 executed and registered under Sr. No. 188/2013 with the office of Sub Registrar Kalyan, by Undrya Barku Thakare & Others in favour of Lodha Dwellers Private Limited for development of the said Property bearing Survey No. 55/3.
- 9) Conveyance Deed dated 01/08/2014 executed and registered under Sr. No. KLN1-5786-2014 with the office of Sub Registrar Kalyan-1, by Undrya Barku Thakare & Others in favour of Palava Dwellers Private Limited for the property bearing Survey No. 55/3 admeasuring 2730 sq.mtrs. or thereabout.

## **Village Hedutane**

- 10) Agreement for Sale dated 24/12/2019 executed and registered under Sr. No. KLN2-17543-2019 with the office of Sub Registrar Kalyan-2, between Vijay Baburao Bhoir & Others and Anant Developers Private Limited for development of the said Property bearing Survey No. 24/1A.
- 11) Power of Attorney dated 24/12/2019 executed and registered under Sr. No. KLN2-17544-2019 with the office of Sub Registrar Kalyan, by Vijay Baburao Bhoir & Others in favour of Anant Developers Private Limited for development of the said Property bearing Survey No. 24/1A.
- 12) By Deed of Conveyance dated 07/03/2022 executed and registered under Serial No. KLN2-5321-2022 with Sub-Registrar Kalyan, Vijay Baburam Bhoir and others in favour of Lodha Dwellers Private Limited, for property bearing Survey No. 24/1A.
- 13) Conveyance Deed dated 31/10/2013 executed and registered under Sr. No. KLN1-7568-2013 with the office of Sub Registrar Kalyan-1, between Viki Ramesh Patil and Shri. Babusingh Rajguru for development of the said Property bearing Survey No. 24/1B and 260/1A.
- 14) Power of Attorney dated 31/10/2013 executed and registered under Sr. No. 405/2013 with the office of Sub Registrar Kalyan, by Viki Ramesh Patil in favour of Shri. Babusingh Rajguru for development of the said Property bearing Survey No. 24/1B and 260/1A.

- 15) Conveyance Deed dated 14/01/2016 executed and registered under Sr. No. KLN1-461-2016 with the office of Sub Registrar Kalyan-1, by Shri. Babusingh Rajguru in favour of Palava Dwellers Private Limited for the property bearing Survey No. 24/1B admeasuring 3340 sq.mtrs. or thereabout and Survey No. 260/1A admeasuring 2300 sq.mtrs. or thereabout.
- 16) Development Agreement dated 08/03/2007 executed and registered under Sr. No. KLN4-1358-2007 with the office of Sub Registrar Kalyan-4, between Bhagwan Janu Patil & Others and Anant Developers Private Limited for development of the said Property bearing Survey No. 25/2A admeasuring 12660 sq.mtrs. or thereabout.
- 17) Power of Attorney dated 08/03/2007 executed and registered under Sr. No. KLN4-1359-2007 with the office of Sub Registrar Kalyan, by Bhagwan Janu Patil & Others in favour of Anant Developers Private Limited for development of the said Property bearing Survey No. 25/2A.
- 18) Conveyance Deed dated 16/12/2015 executed and registered under Sr. No. KLN1-10347-2015 with the office of Sub Registrar Kalyan-1, by Bhagwan Janu Patil & Others in favour of Anant Developers Private Limited for the portion of property bearing Survey No. 25/2A admeasuring 7500 sq.mtrs. or thereabout.
- 19) Conveyance Deed dated 16/12/2015 executed and registered under Sr. No. KLN1-10348-2015 with the office of Sub Registrar Kalyan-1, by Bhagwan Janu Patil & Others in favour of Anant Developers Private Limited for the remaining portion of property bearing Survey No. 25/2A admeasuring 3715.67 sq.mtrs. or thereabout.
- 20) By Agreement for Sale dated 04/03/2022 executed and registered under Serial No. KLN2-5108-2022 with Sub-Registrar of Assurances at Kalyan between Lahu Janu Patil & Others and Macrotech Developers Limited for development of remaining portion of the property bearing Survey No. 25/2A admeasuring 1444 sq.mtrs. or thereabout.
- 21) By a Power of Attorney dated 04/03/2022 executed and registered under Serial No. KLN2-5109-2022 with the office of the Sub Registrar of Assurances at Kalyan, the said Lahu Janu Patil & Others in favour of Anant Developers Private Limited, for development of remaining portion of the property bearing Survey No. 25/2A admeasuring 1444 sq.mtrs. or thereabout.
- 22) By Deed of Conveyance dated 26/04/2022 executed and registered under Serial No. KLN2-9860-2022 with Sub-Registrar Kalyan, Bhagwan Janu Patil and others in favour of Anant Developers Private Limited, for remaining portion of the property bearing Survey No. 25/2A admeasuring 1444 sq.mtrs. or thereabout.
- 23) Agreement for Sale dated 02/01/2014 executed and registered under Sr. No. KLN1-59-2014 with the office of Sub Registrar Kalyan-1, between Anant Ambo Patil & Others and Shri. Babusingh Rajguru for development of the portion of the Property bearing Survey No. 25/2B admeasuring 1130 sq.mtrs. or thereabout.
- 24) Power of Attorney dated 02/01/2014 executed and registered under Sr. No. 2/2014 with the office of Sub Registrar Kalyan, by Anant Ambo Patil & Others in favour of Shri. Babusingh Rajguru for development of the portion of the Property bearing Survey No. 25/2B admeasuring 1130 sq.mtrs. or thereabout.
- 25) Agreement for Sale dated 02/01/2014 executed and registered

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- under Sr. No. KLN1-60-2014 with the office of Sub Registrar Kalyan-1, between Anant Ambo Patil & Others and Shri. Babusingh Rajguru for development of another portion of the Property bearing Survey No. 25/2B admeasuring 900 sq.mtrs. or thereabout.
- 26) Power of Attorney dated 02/01/2014 executed and registered under Sr. No. 3/2014 with the office of Sub Registrar Kalyan, by Anant Ambo Patil & Others in favour of Shri. Babusingh Rajguru for development of the portion of another Property bearing Survey No. 25/2B admeasuring 900 sq.mtrs. or thereabout.
- 27) Conveyance Deed dated 19/05/2014 executed and registered under Sr. No. KLN1-3727-2014 with the office of Sub Registrar Kalyan-1, by Anant Ambo Patil & Others in favour of Shri. Babusingh Rajguru for the portion of the Property bearing Survey No. 25/2B admeasuring 1130 sq.mtrs. or thereabout.
- 28) Conveyance Deed dated 19/05/2014 executed and registered under Sr. No. KLN1-3728-2014 with the office of Sub Registrar Kalyan-1, by Anant Ambo Patil & Others in favour of Shri. Babusingh Rajguru for the portion of another Property bearing Survey No. 25/2B admeasuring 900 sq.mtrs. or thereabout.
- 29) By Deed of Conveyance dated 14/01/2016 executed and registered under Serial No. KLN1-461-2016 with Sub-Registrar Kalyan, Shri. Babusingh Rajguru in favour of Palava Dwellers Private Limited, another portion of the property bearing Survey No. 25/2B admeasuring 2030 sq.mtrs. or thereabout.
- 30) Agreement for Sale dated 26/10/2021 executed and registered under Sr. No. KLN2-19796-2021 with the office of Sub Registrar Kalyan-2, between Alka Gajanan Patil & Others and Macrotech Developers Limited for development of another portion of the Property bearing Survey No. 25/2B admeasuring 6229 sq.mtrs. or thereabout.
- 31) Power of Attorney dated 26/10/2021 executed and registered under Sr. No. KLN2-19798-2021 with the office of Sub Registrar Kalyan, by Alka Gajanan Patil & Others in favour of Macrotech Developers Limited for development of the another portion of another Property bearing Survey No. 25/2B admeasuring 6229 sq.mtrs. or thereabout.
- 32) Conveyance Deed dated 21/01/2022 executed and registered under Sr. No. KLN2-1643-2022 with the office of Sub Registrar Kalyan-2, by Dattu Balu Patil & Others with confirmation of Kalubai Shalik Thakur & Others in favour of Macrotech Developers Limited for the another portion of the Property bearing Survey No. 25/2B admeasuring 6229 sq.mtrs. or thereabout.
- 33) By Agreement for Sale dated 04/03/2022 executed and registered under Serial No. KLN2-5108-2022 between Lahu Janu Patil & Others and Macrotech Developers Limited, for development of remaining portion of the property bearing Survey No. 25/2B admeasuring 2860 sq.mtrs. or thereabout.
- 34) By a Power of Attorney dated 04/03/2022 executed and

registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. KLN2-5109-2022, Lahu Janu Patil & Others in favour of Anant Developers Private Limited, for remaining portion of the property bearing Survey No. 25/2B admeasuring 2860 sq.mtrs. or thereabout.

- 35) By Deed of Conveyance dated 17/03/2022 executed and registered under Serial No. KLN2-6399-2022 with Sub-Registrar Kalyan, Ashwin Hariram Gajra, in favour of Macrotech Developers Limited, another portion of the property bearing Survey No. 25/2B admeasuring 1541 sq.mtrs. or thereabout.
- 36) By Deed of Conveyance dated 26/04/2022 executed and registered under Serial No. KLN2-9860-2022 with Sub-Registrar Kalyan, Bhagwan Janu Patil & Others, in favour of Anant Developers Private Limited, remaining portion of the property bearing Survey No. 25/2B admeasuring 2860 sq.mtrs. or thereabout.
- 37) Agreement for Sale dated 27/02/2007 executed and registered under Sr. No. KLN4-1156-2007 with the office of Sub Registrar Kalyan-1, between Bhagwan Kundalik Bhandari & Others and Anant Developers Private Limited for development of the said Property bearing Survey No. 25/3.
- 38) Power of Attorney dated 27/02/2007 executed and registered under Sr. No. KLN4-1157-2007 with the office of Sub Registrar Kalyan, by Bhagwan Kundalik Bhandari & Others in favour of Anant Developers Private Limited for development of the said Property bearing Survey No. 25/3.
- 39) Conveyance Deed dated 30/12/2015 executed and registered under Sr. No. KLN1-10878-2015 with the office of Sub Registrar Kalyan-1, by Bhagwan Kundalik Bhandari & Others in favour of Anant Developers Private Limited for the portion of the property bearing Survey No. 25/3 admeasuring 1252 sq.mtrs. or thereabout.
- 40) Conveyance Deed dated 04/08/2017 executed and registered under Sr. No. KLN1-8159-2017 with the office of Sub Registrar Kalyan-1, by Dilip Sakharam Bhandari & Others in favour of Anant Developers Private Limited for the another portion of the property bearing Survey No. 25/3 admeasuring 318 sq.mtrs. or thereabout.
- 41) Conveyance Deed dated 24/06/2021 executed and registered under Sr. No. KLN2-11811-2021 with the office of Sub Registrar Kalyan-1, by Janabai Gopal Joshi & Others in favour of Anant Developers Private Limited for the remaining portion of the property bearing Survey No. 25/3 admeasuring 100 sq.mtrs. or thereabout.
- 42) Conveyance Deed dated 08/04/2008 executed and registered under Sr. No. KLN3-2068-2008 with the office of Sub Registrar Kalyan-3, between Hari Shankar Bhandari & Others and Lodha Dwellers Private Limited for development of the said Property bearing Survey No. 25/4.
- 43) Conveyance Deed dated 13/03/2018 executed and registered under Sr. No. KLN1-2158-2018 with the office of Sub Registrar Kalyan-1, by Rajshri Nandkumar Bhandari in favour of Anant Developers Private Limited for the property bearing Survey No. 212/7A admeasuring 483 sq.mtrs. or thereabout.
- 44) Power of Attorney dated 13/03/2018 executed and registered under Sr. No. KLN1-2159-2018 with the office of Sub Registrar Kalyan, by Rajshri Nandkumar Bhandari in favour of Anant Developers Private Limited for development of the said Property

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bearing Survey No. 212/7A.

- 45) Agreement for Sale dated 02/09/2021 executed and registered under Sr. No. KLN2-16194-2021 with the office of Sub Registrar Kalyan-2, between Sukrya Shankar Bhandari & Others and Macrotech Developers Limited for development of the said Property bearing Survey No. 212/7B.
- 46) Power of Attorney dated 02/09/2021 executed and registered under Sr. No. KLN2-16196-2021 with the office of Sub Registrar Kalyan, by Sukrya Shankar Bhandari & Others in favour of Macrotech Developers Limited for development of the said Property bearing Survey No. 212/7B.
- 47) Conveyance Deed dated 02/03/2022 executed and registered under Sr. No. KLN2-4833-2022 with the office of Sub Registrar Kalyan-2, by Sukrya Shankar Bhandari & Others in favour of Macrotech Developers Limited for the property bearing Survey No. 212/7B.
- 48) Conveyance Deed dated 09/07/2015 executed and registered under Sr. No. KLN1-5909-2015 with the office of Sub Registrar Kalyan-1, by Ashwin Hariram Gajra in favour of Palava Dwellers Private Limited for the property bearing Survey No. 212/7C admeasuring 481 sq.mtrs. or thereabout.
- 49) Power of Attorney dated 09/07/2015 executed and registered under Sr. No. KLN1-5910-2015 with the office of Sub Registrar Kalyan, by Ashwin Hariram Gajra in favour of Palava Dwellers Private Limited for development of the said Property bearing Survey No. 212/7C.
- 50) Conveyance Deed dated 08/09/2016 executed and registered under Sr. No. KLN1-9209-2016 with the office of Sub Registrar Kalyan-1, by Deepak Namdev Patil and another in favour of Palava Dwellers Private Limited for the property bearing Survey No. 212/7D admeasuring 481 sq.mtrs. or thereabout and Survey No. 212/7E admeasuring 481 sq.mtrs. or thereabout.
- 51) Agreement for Sale dated 31/10/2013 executed and registered under Sr. No. KLN1-7469-2013 with the office of Sub Registrar Kalyan-1, between Lahu Janu Patil & Others and Shri. Babusingh Rajguru for development of the said Property bearing Survey No. 260/1B.
- 52) Power of Attorney dated 31/10/2013 executed and registered under Sr. No. 406/2013 with the office of Sub Registrar Kalyan, by Lahu Janu Patil & Others in favour of Shri. Babusingh Rajguru for development of the said Property bearing Survey No. 260/1B.
- 53) Conveyance Deed dated 25/06/2014 executed and registered under Sr. No. KLN1-4773-2014 with the office of Sub Registrar Kalyan-2, by Lahu Janu Patil & Others with confirmation of Viki Ramesh Patil in favour of Shri. Babusingh Rajguru for the property bearing Survey No. 260/1B.
- 54) Conveyance Deed dated 14/01/2016 executed and registered under Sr. No. KLN1-461-2016 with the office of Sub Registrar Kalyan-1, by Shri. Babusingh Rajguru in favour of Macrotech

Developers Limited for the property bearing Survey No. 260/1B.

- 55) Indenture of Mortgage dated 30/09/2022 executed and registered under No.KLN2-22324-2022 with the Sub-Registrar of Assurances at Kalyan by and between Macrotech Developers Limited as the Borrower/Mortgagor-1, Homecrest Construction Private Limited as the Mortgagor-2 and RBL Bank Limited as the Bank/Mortgagee.

related to the acquirement of the said Property.

4) **7/12 Extract**

- i) Online digital certified 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded reflects in the name (i) Palava Dwellers Private Limited for land admeasuring 21955 sq.mtrs. or thereabout, (ii) Gajanan Dagdu Thombare for land admeasuring 1000 sq.mtrs. or thereabout and (iii) Mumbai Metropolitan Regional Development Authority (MMRDA) for land admeasuring 1585 sq.mtrs. or thereabout as Land Holders of the First Property in Khoni Village. I note that land record is so far not mutated in the name of Macrotech Developers Limited, pursuant to the restructuring and reorganisation of the Palava Dwellers Private Limited Private Limited. Tenure of land is shown as Occupational Class-I.
- ii) Online digital certified 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the name Palava Dwellers Private Limited as the Land Holder of the Second Property and Third Property of Khoni Village. I note that land record is so far not mutated in the name of Macrotech Developers Limited, pursuant to the restructuring and reorganisation of the Palava Dwellers Private Limited Private Limited. Tenure of land is shown as Occupational Class-I.
- iii) Online digital certified 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the name Palava Dwellers Private Limited as the Land Holder of the Fifth Property, Twelfth Property and Thirteenth Property of Hedutane Village. I note that land record is so far not mutated in the name of Macrotech Developers Limited, pursuant to the restructuring and reorganisation of the Palava Dwellers Private Limited Private Limited. Tenure of land is shown as Occupational Class-I.
- iv) Online digital certified 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the name Macrotech Developers Limited as the Land Holder of the Fourth Property, Sixth Property, Eighth Property, Ninth Property, Tenth Property, Fourteenth Property, Fifteenth Property and Sixteenth Property of Hedutane Village. Tenure of land is shown as Occupational Class-I.
- v) Online digital certified 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded reflects in the name (i) Macrotech Developers Limited for land admeasuring 11376 sq.mtrs. or thereabout and (ii) Mumbai Metropolitan Regional Development Authority (MMRDA) for land admeasuring 1284 sq.mtrs. or thereabout as Land Holders of the Seventh Property in Hedutane Village. Tenure of land is shown as Occupational Class-I.
- vi) Online digital certified 7/12 Extracts (Record of Rights) for the year 2019 uploaded on Portal of <https://bhulekh.mahabhumi.gov.in/> reflects names of Girijabai Narayan and 22 Others as Land Holders of the Eleventh Property in Hedutane Village. I note that land record is so far not mutated in the name of Macrotech Developers Limited, pursuant to Deed of Conveyance dated 02/03/2022 executed and registered under Sr. No. KLN2-4833-2022 with the office of Sub Registrar Kalyan-



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2, by Sukrya Shankar Bhandari & Others in favour of Macrotech Developers Limited. Tenure of land is shown as Occupational Class-I.

There are notations in Other Rights Column of respective 7/12 extracts of (i) the Fragments for Eighth Property, Tenth Property and Twelfth Property, (ii) name of Anant Developers Private Limited reflected as the Developer for Eighth Property and (iii) the permission is granted for said Fifteenth Property and Sixteenth Property are Non-agriculture use by the Collector Thane.

- 5) **Search Report for 30 years from 1993 to 2022 (30 years)** My client has taken search through its department on Online Portals of Inspector of General Registration (IGR Maharashtra) website for the year 2002 to 2023. Besides, my client has also taken manual search for the year 1992 to 2001. Save & Except Mortgage dated 30/09/2022 There is no registered document evidencing creation of adverse interest in the property bearing Survey No. 55/2A of Khoni Village.
- 6) On the basis of and relying upon the perusal photocopies of relevant Title documents, Revenue Records and Search Data of Search conducted in Offices of concerned Sub Registrar Bhiwandi for the Land Record and Online Search on the portal of Ministry of Company Affairs (MCA) for charges created by Macrotech Developers Limited, relying on representations made in this behalf and information and explanation gathered in connection therewith, I am of the opinion that, subject to pending litigation and subsisting mortgage mentioned in Annexure-A and in view of what is set out in Annexure-A as stated therein relying on representations, title of Macrotech Developers Limited formerly known as Lodha Dwellers Private Limited and / or other entities, as the Land Holder with complete development rights for the said Property, is clear, marketable and free from encumbrances.
- 7) I note that over a period of time, by reason of Change of Name, Restructuring and Reorganisation as well as Conversion, Lodha Dwellers Private Limited its continuance into other entities ultimately came to be known as Macrotech Developers Limited. The details whereof are mentioned in Flow of Title being Annexure-A hereto.
- 6) By Indenture of Mortgage dated 30/09/2022 executed by and between Macrotech Developers Limited as the Borrower/Mortgagor-1, Homecrest Construction Private Limited as the Mortgagor-2 and RBL Bank Limited as the Bank/Mortgagee and registered under No.KLN2-22324-2022 with the Sub-Registrar of Assurances at Kalyan wherein the Borrower/ Mortgagor for due repayment of mortgage debts, mortgaged land inter alia comprising in land Survey No. 55/2A of Village Khoni more particularly stated in the said Deed of Mortgage, as an by way of security on terms, covenants and conditions stated therein.

## **Owners of the said Property**

- 1) the land bearing Survey No. 55/2A, 55/3 and 139/1 in Village Khoni, Taluka Kalyan and Dist. Thane is belonged to Palava Dwellers Private Limited sas the Land Holder. It is represented that the name of Macrotech Developers Limited will be mutated on 7/12 extract of the said Land in due course.
- 2) the land bearing Survey No. 24/1B, 212/7C and 212/7D, in Village Hedutane, Taluka Kalyan and Dist. Thane is belonged to Palava Dwellers Private Limited as the Land Holder. It is represented that the name of Macrotech Developers Limited will be mutated on 7/12 extract of the said Land in due course.

- 3) the land bearing Survey No. 24/1A, 25/2A, 25/2B, 25/3, 25/4, 212/7A, 212/7E, 260/1A and 260/1B in Village Hedutane, Taluka Kalyan and Dist. Thane is belonged to Macrotech Developers Limited as the Land Holder.
- 4) the land bearing Survey No. 212/7B in Village Hedutane, Taluka Bhiwandi and Dist. Thane is belonged to Girijabai Narayan & 22 Others as the Land Holder. It is represented that the name of Macrotech Developers Limited, pursuant to Deed of Conveyance dated 02/03/2022 executed and registered under Sr. No. KLN2-4833-2022 with the office of Sub Registrar Kalyan-2, by Sukrya Shankar Bhandari & Others in favour of Macrotech Developers Limited. Macrotech Developers Limited will be mutated on 7/12 extract of the said Land in due course.
- 5) Qualifying comments/remarks : Pending Litigation and subsisting mortgage as mentioned in detailed Flow of Title annexed as Annexure "A" hereto and this Legal Title Report be read and construed in conjunction with Annexure-A.

The report reflecting the flow of the title of Macrotech Developers Limited as the Owner / Land Holder to the said Property and with complete development rights thereof is separately enclosed and annexed as **Annexure-"A"**.

Dated this 14<sup>th</sup> day of June, 2023.



**(K. P. Mahajan)**  
**Advocate High Court, Bombay**

**Encl.:** Annexure "A" –Flow of Title

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## FORMAT-A

Circular No. (28/2021)

### FLOW OF THE TITLE OF THE SAID PROPERTY

**Sub.: Title Clearance Certificate with respect to ALL THAT pieces and parcels**

Village	Survey No. / Hissa No.	Area as per 7/12 Extract (in Sq.mtr.) or thereabout	Defined Term
Khoni	55/2A	23540 out of 24540	<b>First Property</b>
Khoni	55/3	2730	<b>Second Property</b>
Khoni	139/1	5400	<b>Third Property</b>
<b>Total</b>		<b>31670</b>	

Hedutane	24/1A	5660	<b>Fourth Property</b>
Hedutane	24/1B	3340	<b>Fifth Property</b>
Hedutane	25/2A	12660	<b>Sixth Property</b>
Hedutane	25/2B	11376	<b>Seventh Property</b>
Hedutane	25/3	1670	<b>Eighth Property</b>
Hedutane	25/4	2220	<b>Ninth Property</b>
Hedutane	212/7A	483	<b>Tenth Property</b>
Hedutane	212/7B	469	<b>Eleventh Property</b>
Hedutane	212/7C	481	<b>Twelfth Property</b>
Hedutane	212/7D	480	<b>Thirteenth Property</b>
Hedutane	212/7E	480	<b>Fourteenth Property</b>
Hedutane	260/1A	2300	<b>Fifteenth Property</b>
Hedutane	260/1B	2200	<b>Sixteenth Property</b>
<b>Total</b>		<b>43819</b>	

and "First Property" to "Third Property" totally admeasuring 31670 sq.mtr. or thereabout lying being and situate at Village Khoni, Taluka Kalyan and District Thane ("Khoni Property") and "Fourth Property" to "Sixteenth Property" totally admeasuring 43819 sq.mtr. or thereabout lying being and situate at Village Hedutane, Taluka Kalyan and District Thane ("Hedutane Property"), aggregating in all 75489 sq.mtrs or thereabouts (the said "Khoni Property" and said "Hedutane Property" for the sake of brevity collectively referred to as the "the said Property").

1. I have investigated the title of the said Property at the request of Macrotech Developers Limited a Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, having its registered office at 412, Floor- 4, 17G, Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400 0018 ("**Company**") as the Developer / Owner, as the case may be, of the same. On the basis and relying upon the perusal of relevant photocopies of Title documents, Revenue Records and Search Data of Manual Search conducted in Offices of concerned Sub Registrar for the Land Record and Online Search on the portal of Ministry of Company Affairs (MCA) for charges created by Macrotech Developers Limited in respect of the said Property and Orders and Certificates with respect to re-organisation and re-structuring in relation to the Company, I have to state as follows:

(A) **The documents in relation to the ownership of the said Property:**

I have perused following documents of title in respect of the all that said Property.

- (i) 7/12 Extracts in respect of the said "First Property" to "Sixteenth Property" said Property and Mutations reflected hereunder.
- (ii) Mutation Entry Nos. 101, 271, 334, 614, 653, 778, 818, 819, 820, 821, 956, 957, 996, 1157, 1219, 1222, 1241, 1245, 1305, 1325, 1330, 1331, 1344, 1388,

1389, 1398, 1409, 1440, 1463 and 1545 are related to Survey No. 55/2A of Khoni Village;

- (iii) Mutation Entry No. 389, 399, 479, 552, 758, 1016, 1088, 1301, 1352, 1359, 1362, 1398 and 1440 are related to Survey No. 55/3 of Khoni Village;
- (iv) Mutation Entry No. 101, 193, 223, 271, 334, 389, 614, 818, 819, 820, 821, 956, 957, 996, 1157, 1219, 1222, 1241, 1245, 1305, 1325, 1329, 1331, 1344, 1389, 1398, 1399, 1409, 1440 and 1463 are related to Survey No. 139/1 of Khoni Village;
- (v) Mutation Entry No. 241, 267, 401, 502, 560, 644, 1098, 2424, 2469, 2472, 2510 and 2564 are related to Survey No. 24/1A of Hedutane Village;
- (vi) Mutation Entry No. 502, 644, 1098, 1583, 1681, 1752, 1753, 1789, 1982 and 2199 are related to Survey No. 24/1B of Hedutane Village;
- (vii) Mutation Entry Nos. 241, 291, 401, 504, 644, 661, 680, 1098, 1280, 1281, 1703, 1999, 2020, 2049, 2074, 2206, 2279, 2447 and 2482 are related to Survey No. 25/2A of Hedutane Village;
- (viii) Mutation Entry Nos. 479, 644, 662, 840, 1098, 1126, 1132, 1133, 1717, 1718, 1833, 1834, 1835, 1836, 1898, 1982, 2020, 2090, 2097, 2198, 2199, 2279, 2292, 2361, 2420, 2432, 2480, 2432, 2450 and 2482 are related to Survey No. 25/2B of Hedutane Village;
- (ix) Mutation Entry Nos. 97, 237, 387, 455, 644, 961, 998, 1099, 1146, 1274, 1680, 1957, 1987, 1992, 2069, 2092, 2336 and 2447 are related to Survey No. 25/3 of Hedutane Village;
- (x) Mutation Entry Nos. 221, 261, 370, 516, 644, 817, 1136, 1144, 1379, 1696, 1787, 1792, 1795, 2016, 2017 and 2453 are related to Survey No. 25/4 of Hedutane Village;
- (xi) Mutation Entry Nos. 237, 655, 1098, 1926, 1966, 2104 and 2448 are related to Survey No. 212/7A of Hedutane Village;
- (xii) Mutation Entry Nos. 221, 370, 516, 644, 656, 741, 817, 1098, 1136, 1144, 1379, 1696, 1787, 1795, 2030, 2093, 2387, 2410 and 2475 are related to Survey No. 212/7B of Hedutane Village;
- (xiii) Mutation Entry Nos. 237, 656, 991, 1098, 1377, 1906, 1910 and 2430 are related to Survey No.212/7C of Hedutane Village;
- (xiv) Mutation Entry Nos. 771, 1098, 1260, 1271, 2019 and 2093 are related to Survey No.212/7D of Hedutane Village;
- (xv) Mutation Entry Nos. 772, 1098, 1444, 2019 and 2461 are related to Survey No.212/7E of Hedutane Village;
- (xvi) Mutation Entry No. 479, 644, 840, 963, 1098, 1126, 1133, 1717, 1718, 1741, 1742, 1754, 1789, 1982, 2088, 2093 and 2461 are related to Survey No. 260/1A of Hedutane Village;
- (xvii) Mutation Entry No. 328, 401, 475, 644, 661, 1098, 1280, 1281, 1703, 1840, 1841, 1982, 2041, 2088, 2095 and 2461 are related to Survey No. 260/1B of Hedutane Village;
- (xviii) Agreement for Sale dated 22/10/2012 executed and registered under Sr. No. KLN1-7869-2012 with the office of Sub Registrar Kalyan-1, between Chintaman Dhondu Thombare & Others and Lodha Dwellers Private Limited for development of the said Property bearing Survey No. 139/1 and 55/2A.
- (xix) Power of Attorney dated 22/10/2012 executed and registered under Sr. No. 448/2012 with the office of Sub Registrar Kalyan, by Chintaman Dhondu Thombare & Others in favour of Lodha Dwellers Private Limited for development of the said Property bearing Survey No. 139/1 and 55/2A.

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- (xx) Conveyance Deed dated 03/09/2013 executed and registered under Sr. No. KLN1-6058-2013 with the office of Sub Registrar Kalyan-1, by Chintaman Dhondu Thombare & Others in favour of Lodha Dwellers Private Limited for the portion of the property bearing Survey No. 139/1 admeasuring 4500 sq.mtrs. or thereabout and Survey No. 55/2A admeasuring 20450 sq.mtrs. or thereabout.
- (xxi) Conveyance Deed dated 05/06/2015 executed and registered under Sr. No. KLN1-4854-2015 with the office of Sub Registrar Kalyan-1, by Dagdu Santu Thombare with confirmation of Gajanan Dagdu Thombare and another in favour of Palava Dwellers Private Limited for the remaining portion of the property bearing Survey No. 139/1 admeasuring 900 sq.mtrs. or thereabout and Survey No. 55/2A admeasuring 3090 sq.mtrs. or thereabout.
- (xxii) Power of Attorney dated 05/06/2015 executed and registered under Sr. No. KLN1-4855-2015 with the office of Sub Registrar Kalyan, by Chintaman Dhondu Thombare & Others in favour of Palava Dwellers Private Limited for development of the remaining portion of the property bearing Survey No. 139/1 admeasuring 900 sq.mtrs. or thereabout and Survey No. 55/2A admeasuring 3090 sq.mtrs. or thereabout.
- (xxiii) Conveyance Deed dated 02/09/2020 executed and registered under Sr. No. KLN2-7107-2020 with the office of Sub Registrar Kalyan-1, by Macrotech Developers Limited with confirmation of Sub Divisional Kalyan in favour of Mumbai Metropolitan Regional Development Authority (MMRDA) for the remaining portion of the property bearing Survey No. 55/2A admeasuring 1585 sq.mtrs. or thereabout.
- (xxiv) Agreement for Sale dated 29/04/2013 executed and registered under Sr. No. KLN1-3206-2013 with the office of Sub Registrar Kalyan-1, between Undrya Barku Thakare & Others and Lodha Dwellers Private Limited for development of the said Property bearing Survey No. 55/3.
- (xxv) Power of Attorney dated 29/04/2013 executed and registered under Sr. No. 188/2013 with the office of Sub Registrar Kalyan, by Undrya Barku Thakare & Others in favour of Lodha Dwellers Private Limited for development of the said Property bearing Survey No. 55/3.
- (xxvi) Conveyance Deed dated 01/08/2014 executed and registered under Sr. No. KLN1-5786-2014 with the office of Sub Registrar Kalyan-1, by Undrya Barku Thakare & Others in favour of Palava Dwellers Private Limited for the property bearing Survey No. 55/3 admeasuring 2730 sq.mtrs. or thereabout.
- (xxvii) Agreement for Sale dated 24/12/2019 executed and registered under Sr. No. KLN2-17543-2019 with the office of Sub Registrar Kalyan-2, between Vijay Baburao Bhoir & Others and Anant Developers Private Limited for development of the said Property bearing Survey No. 24/1A.
- (xxviii) Power of Attorney dated 24/12/2019 executed and registered under Sr. No. KLN2-17544-2019 with the office of Sub Registrar Kalyan, by Vijay Baburao Bhoir & Others in favour of Anant Developers Private Limited for development of the said Property bearing Survey No. 24/1A.
- (xxix) By Deed of Conveyance dated 07/03/2022 executed and registered under Serial No. KLN2-5321-2022 with Sub-Registrar Kalyan, Vijay Baburam Bhoir and others in favour of Lodha Dwellers Private Limited, for property bearing Survey No. 24/1A.
- (xxx) Conveyance Deed dated 31/10/2013 executed and registered under Sr. No. KLN1-7568-2013 with the office of Sub Registrar Kalyan-1, between Viki

Ramesh Patil and Shri. Babusingh Rajguru for development of the said Property bearing Survey No. 24/1B and 260/1A.

- (xxxix) Power of Attorney dated 31/10/2013 executed and registered under Sr. No. 405/2013 with the office of Sub Registrar Kalyan, by Viki Ramesh Patil in favour of Shri. Babusingh Rajguru for development of the said Property bearing Survey No. 24/1B and 260/1A.
- (xxxvii) Conveyance Deed dated 14/01/2016 executed and registered under Sr. No. KLN1-461-2016 with the office of Sub Registrar Kalyan-1, by Shri. Babusingh Rajguru in favour of Palava Dwellers Private Limited for the property bearing Survey No. 24/1B admeasuring 3340 sq.mtrs. or thereabout and Survey No. 260/1A admeasuring 2300 sq.mtrs. or thereabout.
- (xxxviii) Development Agreement dated 08/03/2007 executed and registered under Sr. No. KLN4-1358-2007 with the office of Sub Registrar Kalyan-4, between Bhagwan Janu Patil & Others and Anant Developers Private Limited for development of the said Property bearing Survey No. 25/2A admeasuring 12660 sq.mtrs. or thereabout.
- (xxxix) Power of Attorney dated 08/03/2007 executed and registered under Sr. No. KLN4-1359-2007 with the office of Sub Registrar Kalyan, by Bhagwan Janu Patil & Others in favour of Anant Developers Private Limited for development of the said Property bearing Survey No. 25/2A.
- (xl) Conveyance Deed dated 16/12/2015 executed and registered under Sr. No. KLN1-10347-2015 with the office of Sub Registrar Kalyan-1, by Bhagwan Janu Patil & Others in favour of Anant Developers Private Limited for the portion of property bearing Survey No. 25/2A admeasuring 7500 sq.mtrs. or thereabout.
- (xli) Conveyance Deed dated 16/12/2015 executed and registered under Sr. No. KLN1-10348-2015 with the office of Sub Registrar Kalyan-1, by Bhagwan Janu Patil & Others in favour of Anant Developers Private Limited for the remaining portion of property bearing Survey No. 25/2A admeasuring 3715.67 sq.mtrs. or thereabout.
- (xlii) By Agreement for Sale dated 04/03/2022 executed and registered under Serial No. KLN2-5108-2022 with Sub-Registrar of Assurances at Kalyan between Lahu Janu Patil & Others and Macrotech Developers Limited for development of remaining portion of the property bearing Survey No. 25/2A admeasuring 1444 sq.mtrs. or thereabout.
- (xliiii) By a Power of Attorney dated 04/03/2022 executed and registered under Serial No. KLN2-5109-2022 with the office of the Sub Registrar of Assurances at Kalyan, the said Lahu Janu Patil & Others in favour of Anant Developers Private Limited, for development of remaining portion of the property bearing Survey No. 25/2A admeasuring 1444 sq.mtrs. or thereabout.
- (xliv) By Deed of Conveyance dated 26/04/2022 executed and registered under Serial No. KLN2-9860-2022 with Sub-Registrar Kalyan, Bhagwan Janu Patil and others in favour of Anant Developers Private Limited, for remaining portion of the property bearing Survey No. 25/2A admeasuring 1444 sq.mtrs. or thereabout.
- (xlv) Agreement for Sale dated 02/01/2014 executed and registered under Sr. No. KLN1-59-2014 with the office of Sub Registrar Kalyan-1, between Anant Ambo Patil & Others and Shri. Babusingh Rajguru for development of the portion of the Property bearing Survey No. 25/2B admeasuring 1130 sq.mtrs. or thereabout.
- (xlvi) Power of Attorney dated 02/01/2014 executed and registered under Sr. No. 2/2014 with the office of Sub Registrar Kalyan, by Anant Ambo Patil & Others in favour of Shri. Babusingh Rajguru for development of the portion of the Property bearing Survey No. 25/2B admeasuring 1130 sq.mtrs. or thereabout.
- (xlvii) Agreement for Sale dated 02/01/2014 executed and registered under Sr. No. KLN1-60-2014 with the office of Sub Registrar Kalyan-1, between Anant Ambo

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Patil & Others and Shri. Babusingh Rajguru for development of another portion of the Property bearing Survey No. 25/2B admeasuring 900 sq.mtrs. or thereabout.

- (xliii) Power of Attorney dated 02/01/2014 executed and registered under Sr. No. 3/2014 with the office of Sub Registrar Kalyan, by Anant Ambo Patil & Others in favour of Shri. Babusingh Rajguru for development of the portion of another Property bearing Survey No. 25/2B admeasuring 900 sq.mtrs. or thereabout.
- (xliv) Conveyance Deed dated 19/05/2014 executed and registered under Sr. No. KLN1-3727-2014 with the office of Sub Registrar Kalyan-1, by Anant Ambo Patil & Others in favour of Shri. Babusingh Rajguru for the portion of the Property bearing Survey No. 25/2B admeasuring 1130 sq.mtrs. or thereabout.
- (xlv) Conveyance Deed dated 19/05/2014 executed and registered under Sr. No. KLN1-3728-2014 with the office of Sub Registrar Kalyan-1, by Anant Ambo Patil & Others in favour of Shri. Babusingh Rajguru for the portion of another Property bearing Survey No. 25/2B admeasuring 900 sq.mtrs. or thereabout.
- (xlvi) By Deed of Conveyance dated 14/01/2016 executed and registered under Serial No. KLN1-461-2016 with Sub-Registrar Kalyan, Shri. Babusingh Rajguru in favour of Palava Dwellers Private Limited, another portion of the property bearing Survey No. 25/2B admeasuring 2030 sq.mtrs. or thereabout.
- (xlvii) Agreement for Sale dated 26/10/2021 executed and registered under Sr. No. KLN2-19796-2021 with the office of Sub Registrar Kalyan-2, between Alka Gajanan Patil & Others and Macrotech Developers Limited for development of another portion of the Property bearing Survey No. 25/2B admeasuring 6229 sq.mtrs. or thereabout.
- (xlviii) Power of Attorney dated 26/10/2021 executed and registered under Sr. No. KLN2-19798-2021 with the office of Sub Registrar Kalyan, by Alka Gajanan Patil & Others in favour of Macrotech Developers Limited for development of the another portion of another Property bearing Survey No. 25/2B admeasuring 6229 sq.mtrs. or thereabout.
- (xlix) Conveyance Deed dated 21/01/2022 executed and registered under Sr. No. KLN2-1643-2022 with the office of Sub Registrar Kalyan-2, by Dattu Balu Patil & Others with confirmation of Kalubai Shalik Thakur & Others in favour of Macrotech Developers Limited for the another portion of the Property bearing Survey No. 25/2B admeasuring 6229 sq.mtrs. or thereabout.
- (l) By Agreement for Sale dated 04/03/2022 executed and registered under Serial No. KLN2-5108-2022 between Lahu Janu Patil & Others and Macrotech Developers Limited, for development of remaining portion of the property bearing Survey No. 25/2B admeasuring 2860 sq.mtrs. or thereabout.
- (li) By a Power of Attorney dated 04/03/2022 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. KLN2-5109-2022, Lahu Janu Patil & Others in favour of Anant Developers Private Limited, for remaining portion of the property bearing Survey No. 25/2B admeasuring 2860 sq.mtrs. or thereabout.
- (lii) By Deed of Conveyance dated 17/03/2022 executed and registered under Serial No. KLN2-6399-2022 with Sub-Registrar Kalyan, Ashwin Hariram Gajra, in favour of Macrotech Developers Limited, another portion of the property bearing Survey No. 25/2B admeasuring 1541 sq.mtrs. or thereabout.

- (liii) By Deed of Conveyance dated 26/04/2022 executed and registered under Serial No. KLN2-9860-2022 with Sub-Registrar Kalyan, Bhagwan Janu Patil & Others, in favour of Anant Developers Private Limited, remaining portion of the property bearing Survey No. 25/2B admeasuring 2860 sq.mtrs. or thereabout.
- (liv) Agreement for Sale dated 27/02/2007 executed and registered under Sr. No. KLN4-1156-2007 with the office of Sub Registrar Kalyan-1, between Bhagwan Kundalik Bhandari & Others and Anant Developers Private Limited for development of the said Property bearing Survey No. 25/3.
- (lv) Power of Attorney dated 27/02/2007 executed and registered under Sr. No. KLN4-1157-2007 with the office of Sub Registrar Kalyan, by Bhagwan Kundalik Bhandari & Others in favour of Anant Developers Private Limited for development of the said Property bearing Survey No. 25/3.
- (lvi) Conveyance Deed dated 30/12/2015 executed and registered under Sr. No. KLN1-10878-2015 with the office of Sub Registrar Kalyan-1, by Bhagwan Kundalik Bhandari & Others in favour of Anant Developers Private Limited for the portion of the property bearing Survey No. 25/3 admeasuring 1252 sq.mtrs. or thereabout.
- (lvii) Conveyance Deed dated 04/08/2017 executed and registered under Sr. No. KLN1-8159-2017 with the office of Sub Registrar Kalyan-1, by Dilip Sakharam Bhandari & Others in favour of Anant Developers Private Limited for the another portion of the property bearing Survey No. 25/3 admeasuring 318 sq.mtrs. or thereabout.
- (lviii) Conveyance Deed dated 24/06/2021 executed and registered under Sr. No. KLN2-11811-2021 with the office of Sub Registrar Kalyan-1, by Janabai Gopal Joshi & Others in favour of Anant Developers Private Limited for the remaining portion of the property bearing Survey No. 25/3 admeasuring 100 sq.mtrs. or thereabout.
- (lix) Conveyance Deed dated 08/04/2008 executed and registered under Sr. No. KLN3-2068-2008 with the office of Sub Registrar Kalyan-3, between Hari Shankar Bhandari & Others and Lodha Dwellers Private Limited for development of the said Property bearing Survey No. 25/4.
- (lx) Conveyance Deed dated 13/03/2018 executed and registered under Sr. No. KLN1-2158-2018 with the office of Sub Registrar Kalyan-1, by Rajshri Nandkumar Bhandari in favour of Anant Developers Private Limited for the property bearing Survey No. 212/7A admeasuring 483 sq.mtrs. or thereabout.
- (lxi) Power of Attorney dated 13/03/2018 executed and registered under Sr. No. KLN1-2159-2018 with the office of Sub Registrar Kalyan, by Rajshri Nandkumar Bhandari in favour of Anant Developers Private Limited for development of the said Property bearing Survey No. 212/7A.
- (lxii) Agreement for Sale dated 02/09/2021 executed and registered under Sr. No. KLN2-16194-2021 with the office of Sub Registrar Kalyan-2, between Sukrya Shankar Bhandari & Others and Macrotech Developers Limited for development of the said Property bearing Survey No. 212/7B.
- (lxiii) Power of Attorney dated 02/09/2021 executed and registered under Sr. No. KLN2-16196-2021 with the office of Sub Registrar Kalyan, by Sukrya Shankar Bhandari & Others in favour of Macrotech Developers Limited for development of the said Property bearing Survey No. 212/7B.
- (lxiv) Conveyance Deed dated 02/03/2022 executed and registered under Sr. No. KLN2-4833-2022 with the office of Sub Registrar Kalyan-2, by Sukrya Shankar Bhandari & Others in favour of Macrotech Developers Limited for the property bearing Survey No. 212/7B.
- (lxv) Conveyance Deed dated 09/07/2015 executed and registered under Sr. No. KLN1-5909-2015 with the office of Sub Registrar Kalyan-1, by Ashwin Hariram Gajra in favour of Palava Dwellers Private Limited for the property bearing Survey No. 212/7C admeasuring 481 sq.mtrs. or thereabout.



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- (lxvi) Power of Attorney dated 09/07/2015 executed and registered under Sr. No. KLN1-5910-2015 with the office of Sub Registrar Kalyan, by Ashwin Hariram Gajra in favour of Palava Dwellers Private Limited for development of the said Property bearing Survey No. 212/7C.
- (lxvii) Conveyance Deed dated 08/09/2016 executed and registered under Sr. No. KLN1-9209-2016 with the office of Sub Registrar Kalyan-1, by Deepak Namdev Patil and another in favour of Palava Dwellers Private Limited for the property bearing Survey No. 212/7D admeasuring 481 sq.mtrs. or thereabout and Survey No. 212/7E admeasuring 481 sq.mtrs. or thereabout.
- (lxviii) Agreement for Sale dated 31/10/2013 executed and registered under Sr. No. KLN1-7469-2013 with the office of Sub Registrar Kalyan-1, between Lahu Janu Patil & Others and Shri. Babusingh Rajguru for development of the said Property bearing Survey No. 260/1B.
- (lxix) Power of Attorney dated 31/10/2013 executed and registered under Sr. No. 406/2013 with the office of Sub Registrar Kalyan, by Lahu Janu Patil & Others in favour of Shri. Babusingh Rajguru for development of the said Property bearing Survey No. 260/1B.
- (lxx) Conveyance Deed dated 25/06/2014 executed and registered under Sr. No. KLN1-4773-2014 with the office of Sub Registrar Kalyan-2, by Lahu Janu Patil & Others with confirmation of Viki Ramesh Patil in favour of Shri. Babusingh Rajguru for the property bearing Survey No. 260/1B.
- (lxxi) Conveyance Deed dated 14/01/2016 executed and registered under Sr. No. KLN1-461-2016 with the office of Sub Registrar Kalyan-1, by Shri. Babusingh Rajguru in favour of Macrotech Developers Limited for the property bearing Survey No. 260/1B.
- (lxxii) Indenture of Mortgage dated 30/09/2022 executed and registered under No.KLN2-22324-2022 with the Sub-Registrar of Assurances at Kalyan by and between Macrotech Developers Limited as the Borrower/Mortgagor-1, Homecrest Construction Private Limited as the Mortgagor-2 and RBL Bank Limited as the Bank/Mortgagee.
- (lxxiii) Papers and proceedings of pending Litigations mentioned in this Flow of Title.
- (lxxiv) Order No.TNC-2708/1019/PRA.KR.584/L-9 dated 07/07/2009 and its revalidation by further Orders dated 17/11/2015 issued by the Competent Authority, Department of Revenue and Forest, under Section 63 (1A) of Sub-Section (1) and 63F(A) under Bombay Tenancy and Agricultural Land Act, 1948 for acquirement of the said Land by the Company for non-agriculture purpose by Anant Developers Private Limited.
- (lxxv) Order No.TNC-2707/PRA.KR.314/L-9 dated 26/12/2007 and its revalidation from time to time as per Orders dated 28/05/2008, 18/06/2009, 04/08/2010, 26/12/2011, 28/02/2014, 24/05/2014, 06/11/2015 and 20/04/2016 issued by the Competent Authority, Department of Revenue and Forest, under Section 63 (1A) of Sub-Section (1) under Bombay Tenancy and Agricultural Land Act, 1948 for acquirement of the said Land by the Company for non-agriculture purpose by Lodha Dwellers Private Limited (now known as Lodha Developers Limited).
- (lxxvi) Notification No. Revenue/K-1/T-7/Antarli-Khoni-Hedutane-Kole, Tal. Kalyan/ Umbroli, Tal. Ambernath/ISTP/Drawing/SR-22/2017 dated 21/06/2017 issued

by Collector Office Thane for Integrated Special Township Project for the notified area inter alia includes Kalyan.

- (lxxvii) A Fresh Certificate of Incorporation Certificate dated 06/05/2014 Change of Name of Lodha Dwellers Private Limited to Palava Dwellers Private Limited.
- (lxxviii) Order dated 09-11/01/2018 passed by National Company Law Tribunal (NCLT) in Company Scheme Petition No.896 of 2017 filed by Palava Dwellers Private Limited (Petitioner/1st Amalgamating Company) and Company Scheme Petition No.894 of 2017 filed by Lodha Developers Private Limited (Amalgamated Company)
- (lxxix) Order dated 28/03/2018 passed by National Company Law Tribunal (NCLT) in Company Scheme Petition No.1072 of 2017 filed by Anant Developers Private Limited (Petitioner/3rd Transferor Company) with Lodha Developers Private Limited (Amalgamated Company).
- (lxxx) Fresh Certificate of Incorporation Certificate dated 14/03/2018 on conversion of Lodha Developers Private Limited to Lodha Developers Limited.
- (lxxxii) Certificate of Incorporation dated 24th May 2019 for Change of Name of Lodha Developers Limited to Macrotech Developers Limited.
- (lxxxiii) Order dated 26/10/2021 in Company Scheme Petition (CAA) No. 136/MB/2021 connected with Company Application (CAA) No. 985/MB of 2020 filed by Palava Dwellers Private Limited (Transferor Company) and Macrotech Developers Limited (Transferee Company)
- (lxxxiiii) I have not issued a public notice inviting objections /claims in respect of the said Property.
- (lxxxv) My client has taken search through its department on Online Portals of Inspector of General Registration (IGR Maharashtra) website for the year 2002 to 2023. Besides, my client has also taken manual search for the year 1992 to 2001. Save and except Mortgage mentioned hereinabove. There is no registered document evidencing creation of adverse interest in the said Property.
- (lxxxvi) I have caused searches to be conducted for the record in the Office of the Registrar of the Companies Maharashtra to ascertain whether Company has created any encumbrances on the said Property.
- (lxxxvii) Since my scope of work does not include considering the aspects within the domain of an Architect or a Surveyor, I have not carried out any physical inspection of the said Property nor have commented on zoning and development aspect etc thereof.

(B) **Flow of Title of the said Property**

**(I) Title Flow – Khoni Property**

**(a) Survey No. 55/2A and 139/1 ("First Property" and "Third Property")**

- i) As per Mutation Entry No.101 dated 16/09/1918, it is recorded that on the death of Ramkrishna Bhau Puranik on 01/06/1918, the names of his legal heirs viz. Dattatray Ramkrishna Puranik represented through his mother Umabai Ramkrishna Puranik and herself, were entered on the 7/12 extract in respect of the said Property.
- ii) As per Mutation Entry No.271 dated 30/09/1957, it is recorded that Santu Ramji Yogi was recorded as Protected Tenant in respect of the said Property belonged to Dattatray Krishna Puranik. However, the legal heirs of deceased Tenant Purchaser viz. Kachru Santu was in use, occupation and cultivation of the said Property since 1955-56. By reason whereof, the name of Late Santu Ramji ordered to be deleted and replaced by Kachru Santu was entered as a Protected Tenant in Other Rights Column of 7/12 extract in respect of the said Property
- iii) As per Mutation Entry No.334 dated 01/04/1965, it is recorded that pursuant to the Order No. 410, passed by Tenancy Agriculture Land Tribunal and Additional Mamlatdar Kalyan u/s. 32G Maharashtra Tenancy and Agricultural Lands Act,

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- 1948 (“**said Act**”), the Protected Tenant viz. Kachru Santu Thombre agreed to acquire as Tenant Purchaser the said Property belonging to Dattatray Krishna Puranik, the owner thereof, for valuable consideration to be paid in instalments, subject to provision of Section 43 of the said Act. Pursuant thereto the name of the said Tenant Purchaser entered and recorded in the 7/12 Extract as Land Holder/Owner thereof. Thus, an encumbrance of sale price in the name of Dattatray Krishna Puranik entered and recorded in the other rights column in respect of the said Property.
- iv) As per Mutation 614 dated 18/09/1992, it is recorded that on death of Kachru Santu Thombre around a year back, the names of his legal heirs 1) Dunda Kachru Thombre, 2) Balaram Kachru Thombre, 3) Atmaram Kachru Thombre, 4) Ashok Kachru Thombre, 5) Gulab Chindu Thombre, 6) Kiran Chindu Thombre, 7) Deepak Chindu Thombre, 8) Manoj Chindu Thombre, 9) Jeevan Chindu Thombre, 10) Vidya Chindu Thombre, 11) Gaurubai Kachru Thombre, 12) Manjulabai Kachru Thombre, 13) Yamubai Bapu Patil, 14) Chandrabai Balaram Patil, 15) Manjubai Sitaram Salvi, 16) Zhiprubai Shalik Jadhav, 17) Sanjubai Vandar Patil, 18) Hirabai Vishnu Dongre, 19) Manisha Ashok Patil, 20) Dhondu Santu Thombre, 21) Dagdu Santu Thombre, 22) Walku Gauru Thombre, 23) Sudam Gauru Thombre, 24) Bhaskar Gauru Thombre, 25) Lahu Gauru Thombre, 26) Sukrya Gauru Thombre, 27) Balubai Kachru Patil, 28) Anusaya Songya Thombre, 29) Ankush Songya Thombre, 30) Prakash Songya Thombre, 31) Jaywant Songya Thombre, 32) Vishwas Songya Thombre, 33) Jayshree Songya Thombre, 34) Sulochana Vishnu Thombare and 35) Kamlakar Vishnu Thombre, were entered on the 7/12 extract in respect of the said Property.
- v) As per Mutation Entry No.653 dated 12/08/1994, it is recorded that by an Order dated 09/08/1994, the portion of the said Property bearing Survey No. 55/2 admeasuring 2800 sq. mtrs. was demarcated for acquisition by Special Land Acquisition Officer Ulhasnagar Thane for public purpose of Barvi Dam.
- vi) As per Mutation Entry No.778 dated 29/06/2006, it is recorded that the portion of the said Property bearing Survey No. 55/2 admeasuring 2800 sq. mtrs. which was demarcated for acquisition by Special Land Acquisition Officer Ulhasnagar Thane for public purpose of Barvi Dam was physically taken over by MIDC and as such in the 7/12 extract was entered in the name of MIDC for that portion.
- vii) As per Mutation Entry No.818 dated 26/10/2007, it is recorded that on death of Dhondu Santu Thombre on 09/11/2000, the names of his legal heirs 1) Chintamani Dhondu Thombre, 2) Ananta Dhondu Thombre, 3) Laxman Dhondu Thombre, 4) Shalubai Nama Patil, 5) Bhimabai Pandurang Mhatre, 6) Pusabai Dadu Kumbharkar, 7) Sharda Gurunath Patil were entered on the 7/12 extract in respect of the captioned Property.
- viii) As per Mutation Entry No.819 dated 26/10/2007, it is recorded that on death of Dunda Kachru Thombre on 05/08/2000, the names of his legal heirs 1) Nandabai Dunda Thombre, 2) Macchindra Dunda Thombre, 3) Sunita Suresh Kalan, 4) Anita Shyam Dalvi, 5) Kavita Manoj Alimkar were entered on the 7/12 extract in respect of the said Property.
- ix) As per Mutation Entry No.820 dated 26/10/2007, it is recorded that on death of Atmaram Kachru Thombre on 23/09/1994, the names of his legal heirs 1) Chandrabai Atmaram Thombre and 2) Amit Atmaram Thombre were entered on the 7/12 extract in respect of the said Property.
- x) As per Mutation Entry No.821 dated 26/10/2007, it is recorded that on death of Balaram Kachru Thombre on 25/09/1994, the names of his legal heirs 1) Draupadibai Balaram Thombre and 2) Sandeep Balaram Thombre were entered on the 7/12 extract in respect of the said Property.

- xi) As per Mutation Entry No.956 dated 25/02/2010, it is recorded that on the death of Gaurubai Kachru Thombare on 05/03/2004 and on death of Dunda Kachru Thombare (son) the names of their respective legal heirs 1) Ashok Kachru Thombare, 2) Nandabai Dunda Thombare, 3) Macchindra Dunda Thombare, 4) Sunita Suresh Kalan, 5) Anita Shyam Dalvi, 6) Kavita Manoj Alimkar, 7) Zhiprabai Shalik Jadhav, 8) Sanjubai Wandar Patil, 9) Manisha Ashok Patil were entered on the 7/12 extract in respect of the said Property.
- xii) As per Mutation Entry No.957 dated 25/02/2010 on it is recorded that death of Manjubai alias Manjulabai alias Manjulabai Kachru Thombare on 16/4/1989 , 2) Balaram Kachru Thombare, 3) Atmaram Kachru Thombare, 4) Chindu Kachru Thombare, their respective legal heirs viz. 1) Sandeep Balaram Thombare, 2) Draupadi Balaram Thombare, 3) Chandrabai Atmaram Thombare, 4) Amit Atmaram Thombare (being minor represented through his mother and natural guardian Chandrabai), 5) Gulab Chindu Thombare, 6) Kiran Chindu Thombare, 7) Deepak Chindu Thombare, 8) Manoj Chindu Thombare, 9) Jeevan Chindu Thombare, 10) Vidya Shriram Chincholkar (Nee : Vidya Chindu Thombare), 11) Yamunabai Bapu Patil, 12) Chandrabai Balaram Patil, 13) Manjubai Sitaram Dalvi, 14) Hirabai Vishun Dongre were entered on the 7/12 extract in respect of the said Property.
- xiii) As per Mutation Entry No.996 dated 16/06/2010, it is recorded that on death of Dunda Kachru Thombare on 5/08/2000, the names of his legal heirs 1) Nanda Dunda Thombare, 2) Sunita Suresh Kalan, 3) Anita Shyam Dalvi, 4) Kavita Dunda Thombare, 5) Macchindra Dunda Thombare, 6) Priyanka Dunda Thombare, 8) Deepali Dunda Thombare, were entered on the 7/12 extract in respect of the said Property.
- xiv) As per Mutation Entry No.1157 dated 13/12/2012, it is recorded that on the death of Yamubai alias Yamunabai Babu Patil on 08/12/2011, names of his legal heirs viz. 1) Hanuman Babu Patil, 2) Kishor Babu Patil, 3) Ram Babu Patil, 4) Subhadrabai Budhaji Sante and 5) Shardabai Baliram Shelar, were entered on the 7/12 extract in respect of the said Property.
- xv) As per Mutation Entry No.1219 dated 06/08/2013, it is recorded that on the death of Anusaya Songya Thombare on 23/12/2011, names of his legal heirs viz. 1) Ankush Songya Thombare, 2) Prakash Songya Thombare, 3) Jaywant Songya Thombare, 4) Vishwas Songya Thombare and 5) Jayshree Songya Thombare, were entered on the 7/12 extract in respect of the said Property.
- xvi) As per Mutation Entry No.1222 dated 03/09/2013, it is recorded that on the death of Sunita Suresh Kalan on 23/06/2011, name of his legal heir viz. Sumit Suresh Kalan, was entered on the 7/12 extract in respect of the said Property.
- xvii) As per Mutation Entry No. 1241 dated 30/11/2013, it is recorded that Lodha Dwellers Private Limited is permitted to acquire Agricultural land under Section 63-1A of Maharashtra Tenancy and Agricultural Lands Act, 1948 for Special Township Project Vide Order No. TNC/2707/P.K.314/L-1, dated 26/12/2007 read with Government Resolution No. TNC/2707/ P.K.16/L-1, dated 24/02/2009, permission bearing No. TNC-2707/P.K.314/L-9, dated 04/08/2010. Under the clause 4 of the said Order it is stated that purchase transaction of the land under Occupational Class II required to pay 2% of the consideration shall be payable within a 1 month from the date of purchase transaction. Accordingly, Palava Dwellers Private Limited (formerly known as Lodha Dwellers Private Limited) have paid 2% of the purchase price of the said Property which is subjected to Section 43 of the said Act is payable to the Concerned Authority, Vide letter bearing No. T-1/Revenue/Land/KV-272/2013, dated 29/11/2013. In consequence thereof, the condition of permission under provision of Section 43 of the said Act was waived.
- xviii) The Mutation Entry No. 1398 dated 14/12/2015 records that under the cover of letter bearing No. MASHA/T.10/Hakkanond/KV-5439/15, dated 11/12/2015 issued by Tahsildar, Kalyan, the name of the Company who has purchased the said Property required to be entered on Record Of Rights for the said Property. However, through oversight, the name of the authorized signatory / Director of the company was entered on the 7/12 Extract of Property. Therefore, this mutation came to be passed to rectify the Record of Rights by deleting wrongly entered name of authorized signatory / Director to replaced by name of Company as the Landholder for the said Property.

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- xix) As per Mutation Entry No. 1409 dated 02/05/2016, it is recorded that Palava Dwellers Private Limited has acquired the said Property, which is Agricultural Land, for Special Township Project with the permission under Section 63-1A of the said Act within a stipulated period in the year 2015. The requisite premium calculated at the rate of Market Value of the said Land being paid to the Government for the purpose changing Tenure as Occupation Class-1. In consequence thereof the condition of Section 43 of the said Act deleted.
- xx) By Agreement for Sale dated 22/10/2012 ("**Agreement for Sale**") executed between Lodha Dwellers Private Limited (therein referred to as 'Company' and hereinafter referred to as '**Purchaser**') and 1) Chintaman Dhondu Thombare, 2) Ananta Dhondu Thombare, 3) Laxman Dhondu Thombare, 4) Shalubai Natha Patil, 5) Bhimabai Pandurang Mhatre, 6) Fasabai Dadu Kumbharkar and 7) Sharda Gurudas Patil (therein referred to as 'Vendors'), registered with Sub-Registrar of Assurances at Kalyan under Serial No. KLN1-7869-2012, the said Vendors therein inter alia agreed to sell their respective undivided right, title and interest in the property bearing Survey No. 55/2A admeasuring 24540 sq.mtrs. or thereabout and Survey No. 139/1 admeasuring 5400 sq.mtrs. or thereabout to Company and also granted development rights in respect of property bearing Survey No. 55/2A admeasuring 24540 sq.mtrs. or thereabout and Survey No. 139/1 admeasuring 5400 sq.mtrs. or thereabout unto the said Company for the consideration and on terms and conditions more particularly set out therein.
- xxi) By a Power of Attorney dated 22/10/2012 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. 448/2012, the said 1) Chintaman Dhondu Thombare, 2) Ananta Dhondu Thombare, 3) Laxman Dhondu Thombare, 4) Shalubai Natha Patil, 5) Bhimabai Pandurang Mhatre, 6) Fasabai Dadu Kumbharkar and 7) Sharda Gurudas alias Sharda Gurunath Patil (therein referred to as 'Vendors'), in favour of 1) Sandeep Mandavkar and 2) Chetan Paithankar, representative of Lodha Dwellers Private Limited, the Vendors granted powers and authorities to the representatives of Lodha Dwellers Private Limited to do various acts, deeds, matters and things for and on their behalf in respect of the property bearing Survey No. 55/2A admeasuring 24540 sq.mtrs. or thereabout and Survey No. 139/1 admeasuring 5400 sq.mtrs. or thereabout and carry out development thereon.
- xxii) By Deed of Conveyance dated 02/09/2013 ("**Conveyance Deed-1**") executed and registered under Serial No. KLN1-6058-2013 with Sub-Registrar Kalyan, 1) Chintaman Dhondu Thombare, 2) Ananta Dhondu Thombare, 3) Laxman Dhondu Thombare, 4) Shalubai Natha Patil, 5) Bhimabai Pandurang Mhatre, 6) Fasabai Dadu Kumbharkar, 7) Sharda Gurunath alias Sharda Gurudas Patil, 8) Chandrabai Atamaram Thombare, 9) Amit Atamaram Thombare, 10) Sandeep Balaram Thombare, 11) Draupadibai Balaram Thombare, 12) Anita Shyam Dalvi, 13) Kavita Dunda Thombare alias Kavita Manoj Alimkar, 14) Machindra Dunda Thombare, 15) Ashok Kachru alias Ashok Kachru Thombare, 16) Nanda Dunda Thombare, 17) Priyanka Dunda Thombare, 18) Deepali Dunda Thombare, 19) Kiran Chindhu alias Kiran Chandu Thombare, 20) Manoj Chindhu alias Manoj Chandu Thombare, 21) Deepak Chindhu alias Deepak Chandu Thombare, 22) Jeevan Chindhu alias Jeevan Chandu Thombare, 23) Gulab Chindhu alias Gulab Chandu Thombare, 24) Vidya Chindhu alias Vidya Chandu Thombare alias Bharti Shriram Chicholkar, 25) Hanuman Babu Patil, 26) Kishor Babu Patil, 27) Ram Babu Patil, 28) Subhadrabai Budhaji Sante, 29) Shardabai Baliram Shelar, 30) Chandrabai Balaram Patil, 31) Manjubai Sitaram Salvi, 32) Ziprubai Shalik Jadhav, 33) Sanjubai Vandar Patil, 34) Manisha Ashok Patil, 35) Heerabai Vishnu Thombare, 36) Walku Gauru alias Walku Gavru Thombare, 37) Bhaskar Gauru alias Bhaskar Gavru Thombare, 38) Sudam Gauru alias Sudam Gavru Thombare, 39) Sukrya Gavru Thombare 40) Balubai Kachru Patil, 41) Lahu Gauru alias Lahu Gavru Thombare, 42) Ankush Songya alias Ankush Songya Thombare, 43) Prakash Songya alias Prakash Songya Thombare, 44) Jaywant Songya alias Jaywant Songya Thombare, 45) Vishwas Songya Thombare, 46) Jayshri Songya

Thombare, 47) Sulochana Vishnu alias Sulochana Vishnu Thombare and 48) Kamlakar Vishnu Thombare and 49) Sumit Suresh Kalan (therein referred to as a 'Vendors') sold, conveyed, transferred and assured to and unto Lodha Dwellers Private Limited (hereinafter referred to as '**Company**') (therein referred to as 'Purchaser'), portion of the property bearing Survey No. 55/2A admeasuring 20450 sq.mtrs. or thereabout and Survey No. 139/1 admeasuring 5400 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 1245 dated 11/12/2013 and Mutation Entry No. 1463 dated 01/08/2018 records the above transaction and the name of Lodha Dwellers Private Limited entered and recorded in the 7/12 extracts as Land Holder/Owner in respect of the portion of the property bearing Survey No. 55/2A admeasuring 20450 sq.mtrs. or thereabout and Survey No. 139/1 admeasuring 5400 sq.mtrs. or thereabout.

- xxiii) By Deed of Conveyance dated 05/06/2015 ("**Conveyance Deed-2**") executed and registered under Serial No. KLN1-4854-2015 with Sub-Registrar Kalyan, Dagdu Santu Thombare (therein referred to as a 'Vendor') with confirmation of 1) Gajanan Dagdu Thombare, 2) Mukund Gajanan Thombare, 3) Anusaya Gajanan Thombare (hereinafter referred to as 'Confirming Parties') sold, conveyed, transferred and assured to and unto Palava Dwellers Private Limited (hereinafter referred to as '**Company**') (therein referred to as 'Purchaser'), remaining portion of the property bearing Survey No. 55/2A admeasuring 3090 or thereabout for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 1388 dated 08/06/2015 records the above transaction and the name of Palava Dwellers Private Limited entered and recorded in the 7/12 extracts as Land Holder/Owner in respect of the said Property.
- xxiv) By a Power of Attorney dated 05/06/2015 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. KLN1-4855-2015, the said Dagdu Santu Thombare (therein referred to as a 'Vendor') and 1) Gajanan Dagdu Thombare, 2) Mukund Gajanan Thombare, 3) Anusaya Gajanan Thombare (hereinafter referred to as 'Confirming Parties'), in favour of 1) Sandeep Mandavkar and 2) Sandip Patil, representative of Palava Dwellers Private Limited, the Vendors granted powers and authorities to the representatives of Palava Dwellers Private Limited to do various acts, deeds, matters and things for and on their behalf in respect of the portion of the property bearing Survey No. 55/2A admeasuring 3090 sq.mtrs. or thereabout and carry out development thereon.
- xxv) By Sale Deed dated 02/09/2020 executed and registered under Serial No. KLN2-7094-2020 on 02/09/2020 with Sub-Registrar Kalyan, Macrotech Developers Limited (therein referred to as a '**Transferor**') sold, conveyed, transferred and assured in favour of Mumbai Metropolitan Regional Development Authority (**MMRDA**) (therein referred to as '**Transferee**'), portion of the property bearing Survey No. 55/2A admeasuring 1585 sq.mtrs. or thereabouts for valuable consideration and on such terms, covenants and conditions stated therein.
- xxvi) Mutation Entry No. 1440 is not available in respect of the said Property on the date of this Report on Title. However, I am informed and it is represented to me by my clients' the concerned person that the said Mutation is of Computerization of Land Record as well as rectification and updating of the same and will not have any impact on title of the said Property. Hence, I inferred that these Mutations will not have any effect on title of the said Property.

**(b) Survey No. 55/3 ("Second Property")**

- i) 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. Thus, the measurement of the said Property was shown in Decimal system (Metric system).
- ii) Mutation Entry No. 399 is not relevant to the property bearing Survey No. 55/3.
- iii) As per Mutation Entry No.479 dated 05/10/1977, it is recorded that on death of Barku Narayan Thakre, the names of his legal heirs viz. 1) Parvatibai Barku Thakre (widow), 2) Sitabai Tukaram Parethe, 3) Undrya Barku Thakre, 4) Shivaji Barku Thakre, 5) Manubai Barku Thakre (minor represented through mother

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- Parvatibai Barku Thakre) and 6) Bala Barku Thakre were entered in the other rights on the 7/12 extract in respect of the property bearing Survey No. 55/3.
- iv) As per Mutation Entry No.552 dated 06/05/1989, it is recorded that on death of Parvatibai Barku Thakre, the names of her legal heirs viz. 1) Sitabai Tukaram Parethe, 2) Undrya Barku Thakre, 3) Shivaji Barku Thakre, 4) Manubai Ramchandra Thombre, 5) Vithabai Baban Lote, 6) Taibai Natha Thakre and 7) Balaram Barku Thakre, were entered in the other rights on the 7/12 extract in respect of the property bearing Survey No. 55/3.
- v) As per Mutation Entry No.758 dated 03/04/2003 and Mutation Entry No.1086 dated 01/12/2011, it is recorded that on the death of Kashinath Atmaram Thakre on 17/02/1998, names of his legal heirs viz. 1) Gangubai Kashinath Thakre (Since deceased) 2) Harishchandra Kashinath Thakre, 3) Hirabai Gotiram Davane, 4) Mandabai Balaram Lote, 5) Indubai Ashok Durve, 6) Nandabai Manohar Choudhary and 7) Neerabai Bhagwan Lote (Since deceased), were entered in the other rights on the 7/12 extract in respect of the property bearing Survey No. 55/3.
- vi) As per Mutation Entry No. 1016 dated 08/12/2010, it is recorded that on the death of Neerabai Bhagwan Lote on 18/11/2001, the names of her legal heirs viz. 1) Harishchandra Kashinath Thakre, 2) Hirabai Gotiram Davane, 3) Mandabai Balaram Lote, 4) Indubai Ashok Durve and 5) Nandabai Manohar Choudhary, were entered in the other rights on the 7/12 extract in respect of the property bearing Survey No. 55/3.
- vii) As per Mutation Entry No.1088 dated 01/12/2011, it is recorded that on the death of Bhagirathibai Dharma Thakre on 14/06/1998, the names of her legal heirs 1) Krishna Dharma Thakre (since deceased on 01/06/1994), 2) Thamabai Krishna Thakre, 3) Gurunath Krishna Thakre, 4) Somnath Krishna Thakre, 5) Parvatibai Balaram Parethe, 6) Chintaman Dharma Thakre (since deceased on 01/04/1992), 7) Kamlabai Chintaman Thakre, 8) Tarabai Jairam Jadhav, 9) Janabai Gopinath Thorve were entered in the other rights on the 7/12 extract in respect of the property bearing Survey No. 55/3.
- viii) The Mutation Entry No. 1301 dated 30/07/2014, it is recorded that pursuant to the Order No. 42/2013, dated 28/07/2014, passed by Tenancy Agriculture Land Tribunal and Additional Mamlatdar Kalyan u/s. 32G Bombay Tenancy and Agricultural Lands Act, 1948 ("said Act"), the Protected Tenant viz. Undrya Barku Thakare & Others agreed to acquire as Tenant Purchasers the property bearing Survey No. 55/3 belonging to Anant Ramchandra Phadke, the Owner thereof, for valuable consideration to be paid in installments, subject to provision of Section 43 of the said Act pursuant to which the name of the said Tenant Purchaser was recorded in the 7/12 extracts as land holder thereof. Thus, an encumbrance in the name of Anant Ramchandra Phadke was entered in the Other Rights Column in respect of the property bearing Survey No. 55/3.
- ix) As per Mutation Entry No. 1362 dated 03/09/2014, it is recorded that Lodha Dwellers Private Limited is permitted to acquire Agricultural land under Section 63-1A of Maharashtra Tenancy and Agricultural Lands Act, 1948 for Special Township Project Vide Order No. TNC/2707/P.K.161/L-1, dated 24/02/2009 read with Government Resolution No. TNC/2707/ P.K.314/L9, dated 04/08/2010 and permission bearing No. TNC-2707/P.K.314/L-9, dated 25/04/2014. Under the clause 4 of the said Order it is stated that purchase transaction of the land under Occupational Class II required to pay 2% of the consideration shall be payable within a month from the date of purchase transaction. Accordingly, Palava Dwellers Private Limited (formerly known as Lodha Dwellers Private Limited) have paid 2% of the purchase price of the property bearing Survey No. 55/3 which is subjected to Section 43 of the said Act is payable to the Concerned Authority, Vide letter bearing No. Revenue/Land/KV-183, dated 03/09/2014. In consequence

thereof, the condition of permission under provision of Section 43 of the said Act was waived.

- x) The Mutation Entry No. 1398 dated 14/12/2015 records that under the cover of letter bearing No. MASHA/T.10/Hakkanond/KV5439/15, dated 11/12/2015 issued by Tahsildar, Kalyan, the name of the Company who has purchased the said Property required to be entered on record of rights for the said Property. However, through oversight, the name of the authorized signatory / Director of the company was entered on the 7/12 extract of Property. Therefore, this mutation came to be passed to rectify the record of rights by deleting wrongly entered name of authorized signatory / Director to replace name of Company as a Landholder for the said Property.
- xi) Mutation Entry No. 1440 is not available in respect of the said Property on the date of this Report on Title. However, I am informed and it is represented to me by my clients' the concerned person that the said Mutation is of Computerization of Land Record as well as rectification and updating of the same and will not have any impact on title of the said Property. Hence, I inferred that these Mutations will not have any effect on title of the said Property.
- xii) By Agreement for Sale dated 29/04/2013 ("**Agreement for Sale**") executed between Lodha Dwellers Private Limited (therein referred to as 'Company' and hereinafter referred to as 'Purchaser') and 1) Undrya Barku alias Undrya Barku Thakre 2) Shivaji Barku alias Shivaji Barku Thakre, 3) Balya Barku alias Balaram Barku Thakre, 4) Sitabai Tukaram alias Sitabai Tukaram Parethe, 5) Vithabai Baban Lote, 6) Manubai Barku alias Meenabai Ramchandra Thombre alias Manubai Ramchandra Thombre and 7) Taibai Natha Khakre alias Khapare, (therein referred to as 'Vendors'), registered with Sub-Registrar of Assurances at Kalyan-1 under Serial No. KLN1-3206-2013, the said Vendors therein inter alia agreed to sell their respective undivided right, title and interest in the property bearing Survey No. 55/3 to Company and also granted development rights in respect of property bearing Survey No. 55/3 admeasuring 2730 sq. mtrs. unto the said Company for the consideration and on terms and conditions more particularly set out therein.
- xiii) By a Power of Attorney dated 29/04/2013 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. 188/2013, the said 1) Undrya Barku alias Undrya Barku Thakre, 2) Shivaji Barku alias Shivaji Barku Thakre, 3) Balya Barku alias Balaram Barku Thakre, 4) Sitabai Tukaram alias Sitabai Tukaram Parethe, 5) Vithabai Baban Lote, 6) Manubai Barku alias Meenabai Ramchandra Thombre alias Manubai Ramchandra Thombre and 7) Taibai Natha Khakare alias Khapare (therein referred to as 'Vendors'), in favour of 1) Sandeep Mandavkar and 2) Chetan Paithankar representative of Lodha Dwellers Private Limited, the Vendors granted powers and authorities to the representatives of Lodha Dwellers Private Limited to do various acts, deeds, matters and things for and on their behalf in respect of the Property and carry out development thereon.
- xiv) By Deed of Conveyance dated 01/08/2014 ("**Conveyance Deed**") executed and registered under Serial No. KLN1-5786-2014 with Sub-Registrar Kalyan, 1) Undrya barku alias Undrya Barku Thakre, 2) Shivaji Barku alias Shivaji Barku Thakre, 3) Balya Barku alias Balaram Barku Thakre, 4) Sitabai Tukaram alias Sitabai Tukaram Parethe, 5) Vithabai Baban Lote, 6) Manubai Barku alias Meenabai Ramchandra Thombre alias Manubai Ramchandra Thombre, 7) Taibai Natha Khakre alias Khapare, 8) Janabai Gopinath Thorve, 9) Thamabai Krishna Thakre, 10) Gurunath Krishna Thakre, 11) Somnath Krishna Thakre, 12) Parvatibai Balaram Lote alias Karuna Balkrishna Parethe, 13) Kamlabai Ramchandra Thakre alias Kamlabai Chintaman Thakre, 14) Tarabai Jayram Jadhav alias Sitabai Tukaram Jadhav, 15) Harishchandra Kashinath Thakre, 16) Heerabai Gopinath Dabhane alias Heerabai Gopinath Dabane, 17) Mandabai Balaram Lote, 18) Indubai Ashok Durve alias Durge and 19) Nandabai Manohar Chaudhari alias Manisha Manohar Chaudhari, (therein referred to as a 'Vendors') sold, conveyed, transferred and assured unto in favour of Lodha Dwellers Pvt. Ltd. (hereinafter referred to as 'LDPL') (therein referred to as 'Purchaser'), the property bearing Survey No. 55/3 admeasuring 2730 sq. mtrs. for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 1352 dated 05/08/2014 records the above transaction and the name of



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Palava Dwellers Private Limited entered and recorded in the 7/12 extracts as Land Holder/Owner in respect of the property bearing Survey No. 55/3.

**(II) Title Flow – Hedutane Property**

**(a) Survey No. 24/1A ("Fourth Property")**

- i. As per Mutation Entry No. 241 dated 12/08/1953, it is recorded that on the basis of Government Notification dated 12/09/1950 read with Order dated 11/08/1953 the entire Property comprised in Survey Numbers 24/1 mentioned hereinabove was declared by the Government as Evacuee Property and as such Evacuee notation was entered in 7/12 Extract in landholder/Kabjeddar column.
- ii. As per Mutation Entry No.267 dated 24/09/1953, it is recorded that as Gopal Appa was cultivating of the property bearing Survey No. 24/1 entered as Evacuee as aforesaid, and as such the name of the said Cultivator was entered as Protected Tenant in 7/12 Extract in respect of the property bearing Survey No. 24/1. On verifying mutation entries of the said Property I inferred that the said Property was a larger land cultivated by several cultivators viz. Ramchandra Shantaram. With that, the said Cultivators were also declared to be Protected Tenants for their respective area of Cultivation in the respective portion of property bearing Survey No. 24/1P.
- iii. As per Mutation Entry No. 401 dated 07/12/1956, it is recorded that the notation of Evacuee was deleted and the names of 1) Shirinbai Manekji, 2) Jahangir Manekji, 3) Edulji Manekji, once again were entered on 7/12 extract in respect of the property bearing Survey No. 24/1 comprised in Survey Numbers mentioned hereinabove.
- iv. Mutation Entry No.502 is not relevant property bearing Survey No. 24/1A.
- v. As per Mutation Entry No.560 dated 13/01/1966, it is recorded that pursuant to the Order No. 851, dated 08/10/1959, passed by Tenancy Agriculture Land Tribunal and Additional Mamlatdar Kalyan u/s. 32G Maharashtra Tenancy and Agricultural Lands Act, 1948 ("**said Act**"), the Protected Tenant viz. Ramchandra Shantaram agreed to acquire as Tenant Purchaser the property bearing Survey No. 24/1P admeasuring 1 Acre 1075 Gunthas or thereabout belonging to Edulji Manekji, the owner thereof, for valuable consideration to be paid in instalments, subject to provision of Section 43 of the said Act. Pursuant thereto the name of the said Tenant Purchaser entered and recorded in the 7/12 Extracts as Land Holder/Owner thereof. Thus, an encumbrance of sale price in the name of Edulji Manekji entered and recorded in the Other Rights Column in respect of the property bearing Survey No. 24/1P admeasuring 1 Acre 1075 Gunthas or thereabout.
- vi. Mutation Entry No. 644 dated 10/12/1970 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957. Thus, the measurement of the said Property was shown in Decimal system (Metric system).
- vii. As per Mutation Entry No. 1098 dated 27/01/2004, it is recorded that pursuant to letter bearing No. Hakkanond/T-10/7/12/03, dated 18/12/2003, issued by under Section 155 of Maharashtra Land Revenue Act 1966 ("Act"), on account of computerization of land revenue records, New Survey Numbers were assigned in respect of the property bearing Survey No. 24/1P i.e. New Survey No. 24/1A admeasuring 5140 sq.mtrs. or thereabout.
- viii. As per Mutation Entry No. 2424 dated 21/01/2022, it is recorded that on the death of Ramchandra Shantaram Bhoir on 20/03/1972 and his uncle Ganpat Gopal Bhoir (since deceased), Babu Gopal Bhoir (since deceased) and Pandurang

Gopal Bhoir (since deceased), names of his next-of-kin viz. 1) Banubai Ganpat Bhoir, 2) Neerabai Sakharam Gaikwad, 3) Bhamabai Krishna Patil, 4) Urmila Hemant Karmase, 5) Rutik Hemant Karmase, 6) Poornima Hemant Karmase, 7) Yash Hemant Karmase, 8) Salubai Harishchandra Bhoir, 9) Shashikant Harishchandra Bhoir, 10) Akshay Harishchandra Bhoir, 11) Jayabai Shashikant Patil, 12) Soni Harishchandra Bhoir, 13) Kavita Harishchandra Bhoir, 14) Suman Harishchandra Bhoir, 15) Jiya Santosh Bhoir (minor) represented through his mother and natural guardian of Kavita Santosh Bhoir, 16) Jamabai Babu Bhoir, 17) Vijay Babu Bhoir, 18) Latesh Babu Bhoir, 19) Changunabai Pandurang Bhoir, 20) Kusum Pandurang Bhoir, 21) Mahesh Pandurang Bhoir, 22) Vaishali Pandurang Bhoir, 23) Bhagyashri Pandurang Bhoir, 24) Kalpana Pandurang Bhoir and 25) Shaila Pandurang Bhoir, were entered on 7/12 extract in respect of property bearing Survey No. 24/1A.

- ix. By Agreement for Sale dated 24/12/2019 executed between Anant Developers Private Limited (hereinafter referred to as 'Purchaser' or 'ADPL') and 1) Vijay Baburam Bhoir , 2) Changunabai Pandurang Bhoir, 3) Shaila Balaram Kene, 4) Kusum Pandurang Bhoir, 5) Mahesh Pandurang Bhoir, 6) Kalpana Deepak Bhagat, 7) Vailshali Umesh Bhoir, 8) Bhagyashri Pandurang Bhoir and 9) Latesh Baburao Bhoir, (therein referred to as 'Vendors'), registered with Sub-Registrar of Assurances at Kalyan under Serial No. KLN1-17543-2019, the said Vendors therein inter alia agreed to sell their respective undivided right, title and interest in the Property bearing Survey No. 24/1A admeasuring 5660 sq. mtrs. to the Purchaser and also granted development rights in respect of Property bearing Survey No. 24/1A unto the said Purchaser for the consideration and on terms and conditions more particularly set out therein.
- x. By a Power of Attorney dated 24/12/2019 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. KLN1-17544-2019, the said 1) Vijay Baburam Bhoir , 2) Changunabai Pandurang Bhoir, 3) Shaila Balaram Kene, 4) Kusum Pandurang Bhoir, 5) Mahesh Pandurang Bhoir, 6) Kalpana Deepak Bhagat, 7) Vailshali Umesh Bhoir, 8) Bhagyashri Pandurang Bhoir and 9) Latesh Baburao Bhoir, (therein referred to as 'Vendors'), in favour of Bharat Narsana representative of Anant Developers Private Limited, the Vendors granted powers and authorities to the representatives of Anant Developers Private Limited to do various acts, deeds, matters and things as stated therein for and on their behalf in respect of Property bearing Survey No. 24/1A and carry out development thereon.
- xi. By Deed of Conveyance dated 07/03/2022 ("**Conveyance Deed**") executed and registered under Serial No. KLN2-5321-2022 with Sub-Registrar Kalyan, 1) Vijay Babu alias Baburao Bhoir , 2) Changunabai Pandurang Bhoir, 3) Shaila Balaram Kene alias Shaila Pandurang Bhoir, 4) Kusum Pandurang Bhoir, 5) Mahesh Pandurang Bhoir, 6) Kalpana Deepak Bhagat alias Kalpana Pandurang Bhoir, 7) Vailshali Umesh Bhoir alias Vaishali Pandurang Bhoir, 8) Bhagyashri Pandurang Bhoir, 9) Latesh Babu alias Baburao Bhoir, 10) Ganubai alias Banubai Ganpat Bhoir, 11) Neerabai Sakharam Gaikar alias Gaikwad, 12) Bhamabai Krishna Patil, 13) Rutik Bandu alias Hemant Karmase, 14) Yash Bandu alias Hemant Karmase, 15) Poornima Bandu alias Hemant Karmase, 16) Jaya alias Jayabai Shashikant Patil, 17) Suman Harishchandra Bhoir alias Suman Vinayak Tupange, 18) Soni Harishchandra Bhoir alias Sonali Bharat Mhatre, 19) Shashikant Harishchandra Bhoir, 20) Kavita Harishchandra Bhoir, 21) Akshay Harishchandra Bhoir, 22) Salubai Harishchandra Bhoir, 23) Jiya Santosh Bhoir (minor) represented through his mother and natural guardian of Kavita Santosh Bhoir and 24) Kavita Santosh Bhoir (therein referred to as a 'Vendors') sold, conveyed, transferred and assured to and unto Lodha Dwellers Private Limited (therein referred to as 'Purchaser'), Property bearing Survey No. 24/1A admeasuring 5660 sq. mtrs. for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 2510 dated 14/07/2022 records the above transaction and the name of Lodha Dwellers Private Limited entered and recorded in the 7/12 extracts as Land Holder /Owner in respect of the property bearing Survey No. 24/1A.
- xii. As per Mutation Entry No.2469 dated 22/04/2022, it is recorded that the said Sale/purchase price evaluated in Order under section 32G of the said Act mentioned in clause no. II (a) (iv) was paid by the legal heirs of deceased Tenant Purchaser viz. Ramchandra Shantaram Bhoir and the said entry of encumbrance of Sorabaji Meherbanji in the Other Rights Column of the property bearing Survey No. 24/1A was deleted and a Certificate No. ALT-81, dated 08/10/1959 issued in

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the name of Salubai Harishchandra Bhoir & Others under Section 32M of the said Act.

- xiii. As per Mutation Entry No. 2472 dated 27/04/2022, it is recorded that Anant Developers Private Limited is permitted to acquire Agricultural land under Section 63-1A of Maharashtra Tenancy and Agricultural Lands Act, 1948 for Special Township Project Vide Government Resolution No. TNC/1019/ P.K.584/L-1, dated 07/07/2009, permission bearing No. TNC-2707/P.K.314/J-1, dated 06/11/2015 and letter bearing No. TNC-1/2014/P.K.1/J-1, dated 20/04/2016. Under the clause 4 of the said Order it is stated that purchase transaction of the land under Occupational Class II required to pay 2% of the consideration shall be payable within a 6 months from the date of purchase transaction. Accordingly, Anant Developers Private Limited have paid 2% of the purchase price of the property bearing Survey No. 24/1A which is subjected to Section 43 of the said Act is payable to the Concerned Authority, Vide letter bearing No. Revenue/Hakkanond/T-10/KV-769/2022, dated 22/04/2022. In consequence thereof, the condition of permission under provision of Section 43 of the said Act was waived.

**(b) Survey No.24/1B and 260/1A ("Fifth Property" and "Fifteenth Property")**

- i. As per Mutation Entry No. 241 dated 12/08/1953, it is recorded that on the basis of Government Notification dated 12/09/1950 read with Order dated 11/08/1953 the entire Property comprised in Survey Numbers 24/1 mentioned hereinabove was declared by the Government as Evacuee Property and as such Evacuee notation was entered in 7/12 Extract in landholder/Kabjedar column.
- ii. As per Mutation Entry No.267 dated 24/09/1953, it is recorded that as Gopal Appa was cultivating of the property bearing Survey No. 24/1 entered as Evacuee as aforesaid, and as such the name of the said Cultivator was entered as Protected Tenant in 7/12 Extract in respect of the property bearing Survey No. 24/1. On verifying mutation entries of the said Property I inferred that the said Property was a larger land cultivated by several cultivators viz. Ganpat Gopal Bhoir. With that, the said Cultivators were also declared to be Protected Tenants for their respective area of Cultivation in the respective portion of property bearing Survey No. 24/1P.
- iii. As per Mutation Entry No. 401 dated 07/12/1956, it is recorded that the notation of Evacuee was deleted and the names of 1) Shirinbai Manekji, 2) Jahangir Manekji, 3) Edulji Manekji, once again were entered on 7/12 extract in respect of the property bearing Survey No. 24/1 comprised in Survey Numbers mentioned hereinabove.
- iv. As per Mutation Entry No.479 dated 17/02/1964, it is recorded that pursuant to the Order No. 39, dated 31/01/1961, passed by Tenancy Agriculture Land Tribunal and Additional Mamlatdar Kalyan u/s. 32G Maharashtra Tenancy and Agricultural Lands Act, 1948 ("**said Act**"), the Protected Tenant viz. Ambo Walku Gaikar agreed to acquire as Tenant Purchaser the property bearing Survey No. 260/1A belonging to Edulji Manekji, the owner thereof, for valuable consideration to be paid in instalments, subject to provision of Section 43 of the said Act. Pursuant thereto the name of the said Tenant Purchaser entered and recorded in the 7/12 Extracts as Land Holder/Owner thereof. Thus, an encumbrance of sale price in the name of Edulji Manekji entered and recorded in the Other Rights Column in respect of the property bearing Survey No. 260/1A.
- v. As per Mutation Entry No.502 dated 20/02/1964, it is recorded that pursuant to the Order No. 882, dated 08/10/1959, passed by Tenancy Agriculture Land Tribunal and Additional Mamlatdar Kalyan u/s. 32G Maharashtra Tenancy and Agricultural Lands Act, 1948 ("**said Act**"), the Protected Tenant viz. Ganpat Gopal Bhoir agreed to acquire as Tenant Purchaser the property bearing Survey No. 24/1P admeasuring 3300 sq.mtrs. or thereabout belonging to Edulji Manekji, the

owner thereof, for valuable consideration to be paid in instalments, subject to provision of Section 43 of the said Act. Pursuant thereto the name of the said Tenant Purchaser entered and recorded in the 7/12 Extracts as Land Holder/Owner thereof. Thus, an encumbrance of sale price in the name of Edulji Manekji entered and recorded in the Other Rights Column in respect of the property bearing Survey No. 24/1P admeasuring 3300 sq.mtrs. or thereabout.

- vi. Mutation Entry No. 644 dated 10/12/1970 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957. Thus, the measurement of the said Property was shown in Decimal system (Metric system).
- vii. As per Mutation Entry No. 840 dated 23/07/1972, it is recorded that on the death of Ambo Walku Patil around 9/10 years ago, names of his legal heirs viz. 1) Balu Ambo Patil, 2) Rama Ambo Patil, 3) Ananta Ambo Patil, 4) Salubai Bhiwa Patil, 5) Sonubai Nana Mhatre, 6) Sundrabai Bhaga Patil, were entered on 7/12 extract in respect of property bearing Survey No. 260/1P.
- viii. As per Mutation Entry No. 963 dated 17/06/1990, it is recorded that on the death of Balu Ambo Patil around 18/19 years ago, names of his legal heirs viz. 1) Dagdu Balu Patil, 2) Dattu Balu Patil, 3) Janabai Kathod Bhandari and 4) Vanabai Ramchandra Patil, were entered on 7/12 extract in respect of property bearing Survey No. 260/1P.
- ix. As per Mutation Entry No. 1098 dated 27/01/2004, it is recorded that pursuant to letter bearing No. Hakkanond/T-10/7/12/03, dated 18/12/2003, issued by under Section 155 of Maharashtra Land Revenue Act 1966 ("Act"), on account of computerization of land revenue records, New Survey Numbers were assigned in respect of the property bearing Survey No. 24/1P i.e. New Survey No. 24/1B admeasuring 3340 sq.mtrs. or thereabout and Survey No. 260/1P i.e. New Survey No. 260/1A admeasuring 2300 sq.mtrs. or thereabout.
- x. As per Mutation Entry No. 1126 dated 22/03/2005, it is recorded that on the death of Rama Ambo Patil on 14/08/1999, names of his legal heirs viz. 1) Gajanan Rama Patil, 2) Sadashiv Rama Patil, 3) Kamlabai Kalu Muthe, 4) Hausabai Dar Patil, 5) Gunabai Shantaram Patil and 6) Nandabai Ramdas Lokhande, were entered on 7/12 extract in respect of property bearing Survey No. 260/1A.
- xi. As per Mutation Entry No. 1133 dated 27/01/2006, it is recorded that on the death of Dagdu Balu Patil on 07/11/2005, names of his legal heirs viz. 1) Rajesh Dagdu Patil, 2) Machindra Dagdu Patil, 3) Sharda Vasant Patil, 4) Chandrabhaga Shankar Bhoir, 5) Indira Suresh Thakur and 6) Anandibai Dagdu Patil, were entered on 7/12 extract in respect of property bearing Survey No. 260/1A.
- xii. As per Mutation Entry No.1583 dated 27/06/2011, it is recorded that the said Sale/purchase price evaluated in Order under section 32G of the said Act mentioned in clause no. II (b) (v) was paid by the Tenant Purchaser viz. Ganpat Gopal (alias Ganpat Gopal Bhoir) 6and the said entry of encumbrance of Sorabaji Meherbanji in the Other Rights Column of the property bearing Survey No. 24/1B was deleted and issued in the name of Ganpat Gopal under Section 32M of the said Act.
- xiii. As per Mutation Entry No. 1681 dated 21/06/2012, it is recorded that on the death of Ganpat Gopal Bhoir around in the year 1978 and his son Harishchandra Ganpat Bhoir (since deceased), names of their respective legal heirs viz. 1) Banubai Ganpat Bhoir, 2) Neerabai Sakharam Gaikar, 3) Bhamabai Krishna Patil, 4) Urmila Hemant Karmase, 5) Salubai Harishchandra Bhoir, 6) Santosh Harishchandra Bhoir, 7) Jayabai Shashikant Patil, 8) Suman Harishchandra Bhoir, 9) Soni Harishchandra Bhoir, 10) Shashikant Harishchandra Bhoir, 11) Kavita Harishchandra Bhoir and 12) Akshay Harishchandra Bhoir (minor) represented through his mother and natural guardian of Salubai Harishchandra Bhoir, were entered on 7/12 extract in respect of the property bearing Survey No. 24/1B.
- xiv. As per Mutation Entry No. 1717 dated 12/12/2012, it is recorded that on 09/11/2012 1) Salubai Bhiva Patil, 2) Sonubai Nana Mhatre, 3) Sundarabai Bama Mhatre alias Sundarabai Bhaga Patil, 4) Kamalabai Kalu Muthe, 5) Housabai Dattu Patil, 6) Gunabai Shantaram Patil, 7) Nandabai Ramdas Lokhande, 8)

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Janabai Kathod Bhandari, 9) Vanu alias Vanabai Ramchandra Patil, 10) Sharda Vasant Patil, 11) Chandrbhaga Shankar Bhoir, 12) Indira Suresh Thakur, 13) Anandibai Dagdu Patil, 14) Jaibai Kundlik Dalvi, 15) Barkubai Snatosh Opal, 16) Baibai Gangaram Bhandari, 17) Lahu Janu Patil, 18) Ankush Janu Patil, 19) Bhagwan Janu Patil, 20) Malti Janu Patil and 21) Baliram Bama Patil, 22) Kashinath Bama Patil released their right in respect of the said property bearing Sy. no. 260/1A in favour of 1) Antu alias Ananta Ambo Patil, 2) Dattu Balu Patil, 3) Gajanan Rama Patil, 4) Sadashiv Rama Patil, 5) Rajesh Dagdu Patil and 6) Machindra Dagdu Pall under registered Release Deed no. 8399/2012.

- xv. As per Mutation Entry No.1741 dated 25/02/2013, it is recorded that pursuant to the order no. SR/253/2012 dated 23/01/2013 of Sub-Divisional Officer Thane; sale permission under sec. 43 of the said act was granted to Ananta Ambo Patil and others in respect of the said property the said property bearing Sy. no. 260/1A.
- xvi. As per Mutation entry no. 1742 dated 8/03/2013, it is recorded that, on 07/03/2013, 11) Ananta Ambo Patil, 2) Dattu Balu Patil, 3) Gajanan Rama Patil, 4) Sadashiv Rama Patil, 5) Rajesh Dagadu Patil and 6) Machindra Dagadu Patil have sold and conveyed the said property bearing Sy. no. 260/1A in favour of Abhimanyu Baburao Mhatre on valuable consideration under registered Deed of Conveyance no. 1333/2013.
- xvii. As per Mutation Entry No. 1752 dated 25/04/2013, it is recorded that Order No. TD/T-6/KV/Kalyan/VP/SR-192/2012 dated 29/10/2012 issued by Sub Divisional Officer Thane, the said permission inter alia specifically mention that land which are subjected to Section 43 r/w Rule 25 (A) (1) of Bombay Tenancy and Agricultural Lands Act, 1948 and rules thereunder. Thus the said requirement of permission under Section 43 was exempted in respect of Survey No. 24/1B.
- xviii. As per Mutation Entry No. 1753 dated 25/04/2013, it is recorded that by registered Conveyance Deed dated 07/11/2012 registered under Sr. No. 6560/2012, 1) Santosh Harishchandra Bhoir, 2) Banubai Ganpat Bhoir, 3) Neerabai Sakharam Gaikar, 4) Bhamabai alias Bhagabai Krishna Patil, 5) Urmila Hemant Karmase, 6) Sashikant Bhoir 7) Akshay Harishchandra Bhoir, 7) Jayabai Harishchandra Bhoir alias Jayabai Shashikant Bhoir, 9) Salubai Harishchandra Bhoir for herself and for Suman Harishchandra 10) Soni Harishchandra Bhoir and 11) Kavita Harishchandra Bhoir sold and conveyed the property bearing Survey No. 24/1B in favour of Viki Ramesh Patil for valuable consideration.
- xix. As per Mutation Entry No. 1754 dated 25/04/2013, it is recorded that, by registered Conveyance Deed dated 02/04/2013 registered under Sr. No. 1514/2013, Abhimanyu Baburav Mhatre has sold and conveyed the said property bearing Sy. No. 260/1A in favour of Viki Ramesh Patil on valuable consideration.
- xx. By Deed of Conveyance dated 31/10/2013 executed and registered under Serial No. KLN1-7468-2013 with Sub-Registrar Kalyan, Viki Ramesh Patil (therein referred to as a 'Vendor') sold, conveyed, transferred and assured to and unto Shri. Babusingh Rajguru (therein referred to as 'Purchaser'), the Property bearing Survey No. 24/1B admeasuring 3340 sq.mtrs. or thereabout and Survey No. 260/1A admeasuring 2300 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 1789 dated 05/12/2013 records the above transaction and the name of Shri. Babusingh Rajguru entered and recorded in the 7/12 extracts as landowner in respect of the Property bearing Survey No. 24/1B admeasuring 3340 sq.mtrs. or thereabout and Survey No. 260/1A admeasuring 2300 sq.mtrs. or thereabout.
- xxi. By a Power of Attorney dated 31/10/2013 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. 405/2013, the said

Viki Ramesh Patil (therein referred to as 'Vendor'), in favour of Shri. Babusingh Rajguru, the Vendors granted powers and authorities to Shri. Babusingh Rajguru to do various acts, deeds, matters and things as stated therein for and on their behalf in respect of the Property bearing Survey No. 24/1B admeasuring 3340 sq.mtrs. or thereabout and Survey No. 260/1A admeasuring 2300 sq.mtrs. or thereabout and carry out development thereon.

- xxii. By Deed of Conveyance dated 14/01/2016 executed and registered under Serial No. KLN1-461-2016 with Sub-Registrar Kalyan, Shri. Babusingh Rajguru (therein referred to as a 'Vendor') sold, conveyed, transferred and assured to and unto Palava Dwellers Private Limited (therein referred to as 'Purchaser'), the Property bearing Survey No. 24/1B admeasuring 3340 sq.mtrs. or thereabout and Survey No. 260/1A admeasuring 2300 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 1982 records the above transaction and the name of Palava Dwellers Private Limited entered and recorded in the 7/12 extracts as Landowner in respect of the Property bearing Survey No. 24/1B admeasuring 3340 sq.mtrs. or thereabout and Survey No. 260/1A admeasuring 2300 sq.mtrs. or thereabout.

**(c) Survey No. 25/2A ("Sixth Property")**

- i. As per Mutation Entry No. 241 dated 12/08/1953, it is recorded that on the basis of Government Notification dated 12/09/1950 read with Order dated 11/08/1953 the entire Property comprised in Survey Numbers mentioned hereinabove was declared by the Government as Evacuee Property and as such Evacuee notation was entered in 7/12 Extract in landholder/Kabjedar column.
- ii. As per Mutation Entry No.291 dated 24/09/1953 it is recorded that as Dharma Walku Patil was cultivating of the property bearing Survey No. 25/2 entered as Evacuee as aforesaid, and as such the name of the said Cultivator was entered as Protected Tenant in 7/12 Extract in respect of the property bearing Survey No. 25/2.
- iii. As per Mutation Entry No. 401 dated 07/12/1956, it is recorded that the notation of Evacuee was deleted and the names of 1) Shirinbai Manekji, 2) Jahangir Manekji, 3) Edulji Manekji, once again were entered on 7/12 extract in respect of the entire Property comprised in Survey Numbers mentioned hereinabove.
- iv. Mutation Entry No. 504 is not relevant to the property bearing Survey No. 25/2.
- v. Mutation Entry No. 644 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957. Thus, the measurement of the said Property was shown in Decimal system (Matric system).
- vi. As per Mutation Entry No.661 dated 27/03/1973, it is recorded that pursuant to the Order No. ALT/29, dated 22/05/1969, passed by Tenancy Agriculture Land Tribunal and Additional Mamlatdar Kalyan u/s. 32G Maharashtra Tenancy and Agricultural Lands Act, 1948 ("**said Act**"), the Protected Tenant viz. Janu Dharma Patil agreed to acquire as Tenant Purchaser the property bearing Survey No. 25/2 belonging to Shirinbai Manekji & Others, the Owner thereof, for valuable consideration to be paid in instalments, subject to provision of Section 43 of the said Act. Pursuant thereto the name of the said Tenant Purchaser entered and recorded in the 7/12 extracts as Land Holder/Owner thereof. Thus, an encumbrance of sale price in the name of Shirinbai Manekji & others entered and recorded in the other rights column in respect of the property bearing Survey No. 25/2.
- vii. Mutation Entry No. 680 is not relevant to the property bearing Survey No. 25/2.
- viii. As per Mutation Entry No. 1098 dated 27/01/2004, it is recorded that pursuant to letter bearing No. Hakkanond/T-10/7/12/03, dated 18/12/2003, issued by under Section 155 of Maharashtra Land Revenue Act 1966 ("Act"), on account of computerization of land revenue records, New Survey Numbers were assigned in respect of the Old Survey No. 25/2P i.e. New Survey No. 25/2A.
- ix. As per Mutation Entry No. 1280 date 02/02/2009, it is recorded that the said Sale/purchase price evaluated in Order under section 32G of the said Act

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mentioned in clause no. 4 (II)(f) was paid by the legal heirs of deceased Tenant Purchaser viz. Janu Dharma Patil and the said entry of encumbrance of Shirinbai Manekji & Others in the other rights column of the property bearing Survey No. 25/2 admeasuring 2 acre 33 gunthas or thereabout was deleted and a Certificate No. 993/2007 issued in the name of Janu Dharma Patil under Section 32M of the said Act.

- x. As per Mutation Entry No. 1281 dated 02/02/2009, it is recorded that on the death of Janu Dharma Patil on 02/10/2003, names of his legal heirs viz. 1) Lahu Janu Patil, 2) Ankush Janu Patil, 3) Bhagwan Janu Patil, 4) Maruti Janu Patil, 5) Yesubai Nago Bhagyawant, 6) Savitribai Bhagwan Patil and 7) Manisha Shravan Bhoir, were entered on 7/12 extract in respect of the property bearing Survey No. 25/2A.
- xi. As per Mutation Entry No. 1703 dated 04/09/2012, it is recorded that by registered Release Deed dated 16/07/2010 executed and registered under Sr. No. 4178/2010, 1) Yesubai Janu Patil, 2) Savita Janu Patil, 3) Manisha Janu Patil have released and relinquished their undivided rights in the property bearing Survey No. 25/2A in favour of 1) Lahu Janu Patil, 2) Ankush Janu Patil, 3) Bhagwan Janu Patil and 4) Maruti Janu Patil.
- xii. Mutation Entry No. 1999 is not relevant to the property bearing Survey No. 25/2A.
- xiii. Mutation Entry No. 2020 is reflecting rectification and reconciliation of land record as per the Order of Tahsildar. Nevertheless this entry is not having any effect on the title of the property bearing Survey No. 25/2A.
- xiv. As per Mutation Entry No. 2206 dated 11/07/2019, it is recorded that pursuant to letter bearing No. T.A.155/Correction/101/2019, dated 11/07/2019, issued by under Section 155 of Maharashtra Land Revenue Act 1966 ("Act"), New Survey Nos. were assigned in respect of the property bearing Survey No. 25/2A.
- xv. As per Mutation Entry No. 2279 dated 24/09/2020, it is recorded that on the death of Maruti Janu Patil on 12/07/2020, names of his legal heirs viz. 1) Ranjana Maruti Patil, 2) Mayur Maruti Patil, 3) Diksha Nitin Mhatre and 4) Harshada Vikas Mhatre, were entered on 7/12 extract in respect of the property bearing Survey No. 25/2A.
- xvi. Mutation Entry No. 2447 and 2482 are not made available on the date of this Title Report.
- xvii. By Development Agreement dated 08/03/2007 ("**Development Agreement**") executed between Anant Developers Private Limited (therein referred to as 'Developer') and 1) Bhagwan Janu Patil, 2) Ankush Janu Patil, 3) Maruti Janu Patil, 4) Yesubai Balaram Bhagyawant, 5) Savitri Bhagwan Shelke and 6) Manisha Shravan Bhoir through POA holder of Lahu Janu Patil (therein referred to as 'Owners'), registered with Sub-Registrar of Assurances at Kalyan under Serial No. KLN4-1358-2007, the said Owners therein inter alia agreed to grant development right of the said Property and ultimately sell their respective undivided right, title and interest in the said Property to Anant Developers Private Limited for the consideration and on terms and conditions more particularly set out therein.
- xviii. By a Power of Attorney dated 08/03/2007 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. KLN4-1359-2007, the said 1) Bhagwan Janu Patil, 2) Ankush Janu Patil, 3) Maruti Janu Patil, 4) Yesubai Balaram Bhagyawant, 5) Savitri Bhagwan Shelke and 6) Manisha Shravan Bhoir through POA holder of Lahu Janu Patil (therein referred to as 'Vendors'), in favour of Nitin Asariya Wador representative of Anant Developers Private Limited, the Vendors granted powers and authorities to the representatives of Anant Developers Private Limited to do various acts, deeds, matters and things

for and on their behalf in respect of the Property and carry out development thereon.

- xix. By Deed of Conveyance dated 16/12/2015 (“**Conveyance Deed**”) executed and registered under Serial No. KLN1-10347-2015 with Sub-Registrar Kalyan, 1) Bhagwan Janu Patil, 2) Ankush Janu Patil, 3) Maruti Janu Patil and 4) Lahu Janu Patil (therein referred to as a ‘Vendors’) sold, conveyed, transferred and assured to and unto Anant Developers Private Limited (hereinafter referred to as ‘**Company**’) (therein referred to as ‘Purchaser’), portion of the property bearing Survey No. 25/2A admeasuring 7500 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 2074 dated 22/09/2017 records the above transaction and the name of Anant Developers Private Limited entered and recorded in the 7/12 extracts as landowner in respect of the portion of the property bearing Survey No. 25/2A admeasuring 7500 sq.mtrs. or thereabout.
- xx. By Deed of Conveyance dated 16/12/2015 (“**Conveyance Deed**”) executed and registered under Serial No. KLN1-10348-2015 with Sub-Registrar Kalyan, 1) Bhagwan Janu Patil, 2) Ankush Janu Patil, 3) Maruti Janu Patil and 4) Lahu Janu Patil (therein referred to as a ‘Vendors’) sold, conveyed, transferred and assured to and unto Anant Developers Private Limited (hereinafter referred to as ‘**Company**’) (therein referred to as ‘Purchaser’), another portion of the property bearing Survey No. 25/2A admeasuring 3715.67 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 2049 dated 30/03/2017 records the above transaction and the name of Anant Developers Private Limited entered and recorded in the 7/12 extracts as landowner in respect of another portion of the property bearing Survey No. 25/2A admeasuring 3715.67 sq.mtrs. or thereabout.
- xxi. By Agreement for Sale dated 04/03/2022 (“**Agreement for Sale**”) executed between Macrotech Developers Limited (therein referred to as ‘Company’ and hereinafter referred to as ‘**Purchaser**’) and 1) Lahu Janu Patil, 2) Ankush Janu Patil, 3) Bhagwan Janu Patil, 4) Ranjana Maruti Patil, 5) Mayur Maruti Patil, 6) Diksha Nitin Mhatre and 7) Harshada Vikas Mhatre (therein referred to as ‘Vendors’), registered with Sub-Registrar of Assurances at Kalyan under Serial No. KLN2-5108-2022, the said Vendors therein inter alia agreed to sell their respective undivided right, title and interest in the remaining portion of the property bearing Survey No. 25/2A admeasuring 1444 sq.mtrs. or thereabout to Company and also granted development rights in respect of remaining portion of the property bearing Survey No. 25/2A admeasuring 1444 sq.mtrs. or thereabout unto the said Company for the consideration and on terms and conditions more particularly set out therein.
- xxii. By a Power of Attorney dated 04/03/2022 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. KLN2-5109-2022, the said 1) Lahu Janu Patil, 2) Ankush Janu Patil, 3) Bhagwan Janu Patil, 4) Ranjana Maruti Patil, 5) Mayur Maruti Patil, 6) Diksha Nitin Mhatre and 7) Harshada Vikas Mhatre (therein referred to as ‘Vendors’), in favour of 1) Babusingh Rajguru and 2) Bhushan Marathe representative of Anant Developers Private Limited, the Vendors granted powers and authorities to the representatives of Anant Developers Private Limited to do various acts, deeds, matters and things for and on their behalf in respect of the remaining portion of the property bearing Survey No. 25/2A admeasuring 1444 sq.mtrs. or thereabout and carry out development thereon.
- xxiii. By Deed of Conveyance dated 26/04/2022 (“**Conveyance Deed**”) executed and registered under Serial No. KLN2-9860-2022 with Sub-Registrar Kalyan, 1) Bhagwan Janu Patil, 2) Ankush Janu Patil, 3) Maruti Janu Patil and 4) Lahu Janu Patil (therein referred to as a ‘Vendors’) sold, conveyed, transferred and assured to and unto Anant Developers Private Limited (hereinafter referred to as ‘**Company**’) (therein referred to as ‘Purchaser’), remaining portion of the property bearing Survey No. 25/2A admeasuring 1444 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein.

**(d) Survey No. 25/2B (“Seventh Property”)**

- i. As per Mutation Entry No.479 dated 17/02/1964, it is recorded that pursuant to the Order No. 79, dated 31/01/1961, passed by Tenancy Agriculture Land



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Tribunal and Additional Mamlatdar Kalyan u/s. 32G Maharashtra Tenancy and Agricultural Lands Act, 1948 (“**said Act**”), the Protected Tenant viz. Ambo Walku Gaikar agreed to acquire as Tenant Purchaser the property bearing Survey No. 25/2P belonging to Edulji Manekji & Others, the Owner thereof, for valuable consideration to be paid in instalments, subject to provision of Section 43 of the said Act. Pursuant thereto the name of the said Tenant Purchaser entered and recorded in the 7/12 extracts as Land Holder/Owner thereof. Thus, an encumbrance of sale price in the name of Edulji Manekji & others entered and recorded in the other rights column in respect of the property bearing Survey No. 25/2P.

- ii. Mutation Entry No. 644 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957. Thus, the measurement of the said Property was shown in Decimal system (Matric system).
- iii. As per Mutation Entry No. 663 date 24/05/1973, it is recorded that the said Sale/purchase price evaluated in Order under section 32G of the said Act mentioned in clause no. 4 (III)(a) was paid by the legal heirs of deceased Tenant Purchaser viz. Ambo Walku Gaikar and the said entry of encumbrance of Edulji Manekji & Others in the other rights column of the property bearing Survey No. 25/2P was deleted and a Certificate No. 1861, dated 28/02/1970 issued in the name of Ambo Walku Gaikar under Section 32M of the said Act.
- iv. As per Mutation Entry No. 748 dated 24/08/1977 and Mutation Entry No. 840 dated 23/08/1982, it is recorded that on the death of the said Ambo Walku Patil around 9/10 years ago, names of his legal heirs viz. 1) Balu Ambo Patil, 2) Rama Ambo Patil, 3) Ananta Ambo Patil, 4) Salubai Bhiva Patil, 5) Sonubai Nana Mhatre, 6) Sundrabai Bhaga Patil, were entered on 7/12 extract of the property bearing Survey No. 25/2P.
- v. As per Mutation Entry No. 1098 dated 27/01/2004, it is recorded that pursuant to letter bearing No. Hakkanond/T-10/7/12/03, dated 18/12/2003, issued by under Section 155 of Maharashtra Land Revenue Act 1966 (“Act”), on account of computerization of land revenue records, New Survey Numbers were assigned in respect of the Old Survey No. 25/2P i.e. New Survey No. 25/2B admeasuring 1410 sq.mtr. or thereabout.,
- vi. As per Mutation Entry No. 1126 dated 22/03/2005 on the death of the said Rama Ambo Patil names of his legal heirs viz. 1) Gajanan Rama Patil, 2) Sadashiv Rama Patil, 3) Kamlabai Kalu Muthe, 4) Hausabai Patil, 5) Gunabai Shantaram Patil, 6) Nandabai Ramdas Lokhande, were entered on 7/12 extract of the property bearing Survey No. 25/2P.
- vii. As per Mutation Entry No. 1132 dated 27/01/2006 on the death of the said Balu Ambo Patil names of his legal heirs viz. 1) Dagdu Balu Patil, 2) Dattu Balu Patil, 3) Banubai Ramchandra Patil, 4) Janabai Kathod Bhandari, were entered on 7/12 extract of the property bearing Survey No. 25/2B.
- viii. As per Mutation Entry No. 1133 dated 27/01/2006 on the death of the said Dagdu Ambo Patil names of his legal heirs viz. 1) Rajesh Dagdu Patil, 2) Machindra Dagdu Path, 3) Sharda Vasant Patil, 4) Chandrabhaga Shankar Bhoir, 5) Indira Suresh Thakur, 6) Anandibai Dagdu Patil, were entered on 7/12 extract of the property bearing Survey No. 25/2B.
- ix. As per Mutation Entry No. 1717 dated 12/12/2012 it is recorded that, 1) Salubai Bhiva Patil, 2) Sonubai Nana Mhatre, 3) Sundrabai Bhaga Patil, 4) Kamlabai Kalu Muth, 5) Hausabai Patil, 6) Gunabai Shantaram Patil 7) Nandabai Ramdas Lokhande, 8) Banubai Ramchandra Patil, 9) Janabai Kathod Bhandari, 10) Sharda Vasant Patil, 11) Chandrabhaga Shankar Bhoir, 12) Indira Suresh

Thakur, 13) Anandibai Dagdu Patil, 14) Jaibai Kundalik Dalvi, 15) Barkubai Santosh Gopal, 16) Baibai Gangaram Bhandari, 17) Lahu Janu Patil, 18) Ankush Janu Patil, 19) Bhagwan Janu Patil, 20) Maruti Janu Patil, 21) Baliram Bama Patil, 22) Kashinath Bama Patil had released their rights and interest in the property bearing Survey No. 25/2B in favour of 1) Antu alias Aanta Ambo Patil, 2) Dattu Balu Patil, 3) Gajanan Rama Patil, 4) Sadashiv Rama Patil, 5) Rajesh Dagdu Patil, 6) Machindra Dagdu Patil.

- x. As per Mutation Entry No. 1718 dated 12/12/2012 it is recorded that partition was effected amongst Joint owners viz. 1) Antu alias Ananta Ambo Patil, 2) Dattu Balu Patil, 3) Gajanan Rama Patil, 4) Sadashiv Rama Patil, 5) Rajesh Dagdu Patil, 6) Machindra Dagdu Patil in respect of the Property held by them jointly and there upon property bearing Survey No. 25/2P admeasuring 9800 sq.mtr. came to the share of Antu alias Ananta Ambo Patil. That the said 2512P now identify as 25/2B with its respective area accordingly.
- xi. As per Mutation Entry No. 1833 dated 10/06/2014, it is recorded that pursuant to Order bearing No. KD/T-7/Kalyan/V.P./S.R.-38/2014 dated 12/05/2014, notified for waiving of condition with respect to the property bearing Survey No. 25/2B which are subjected to permission under Section 43 of the said Act being acquired under Section 32G read with 32M meant for Promotional Purpose on payment of premium (Nazarana) to be calculated on the basis of Assessment Value. Such premium was paid on under Receipt No. 71/2014 dated 09/05/2014 by Antu Ambo Patil and thereupon the condition under Section 43 of the said Act was waived.
- xii. As per Mutation Entry No. 1834 dated 10/06/2014, it is recorded that pursuant to Order bearing No. KD/T-7/Kalyan/V.P./S.R.-39/2014 dated 12/05/2014, notified for waiving of condition with respect to the property bearing Survey No. 25/2B which are subjected to permission under Section 43 of the said Act being acquired under Section 32G read with 32M meant for Promotional Purpose on payment of premium (Nazarana) to be calculated on the basis of Assessment Value. Such premium was paid on under Receipt No. 72/2014 dated 09/05/2014 by Antu Ambo Patil and thereupon the condition under Section 43 of the said Act was waived.
- xiii. As per Mutation Entry No. 1898 dated 20/03/2015, it is recorded that by Order No. Revenue/ALT/Terms waived/S.R. 12/2015 dated 23/01/2015 of property bearing Survey No. 25/2B issued by Tahsildar Kalyan has power to dispense with the requirement of permission to transact the property bearing Survey No. 25/2B on payment of 40 times nazrana by the Land Owners to the Government". Accordingly nazrana was calculated and paid by the land owners. Thus the said requirement of permission under Section 43 was waived.
- xiv. Mutation Entry No. 2020, 2090 and 2097 are reflecting rectification and reconciliation of land record as per the Order of Tahsildar. Nevertheless this entry is not having any effect on the title of the property bearing Survey No. 25/2B.
- xv. As per Mutation Entry No. 2198 dated 21/06/2019 and Mutation Entry No. 2199 dated 21/06/2019, it is recorded that pursuant to letter bearing No. T.A.155/Correction /36A/2019, dated 21/06/2019, issued by under Section 155 of Maharashtra Land Revenue Act 1966 ("**Act**"), New Survey Nos. were assigned in respect of the property bearing Survey No. 25/2B.
- xvi. As per Mutation Entry No. 2279 dated 24/09/2020, it is recorded that on the death of Maruti Janu Patil on 12/07/2020, names of his legal heirs viz. 1) Ranjana Maruti Patil, 2) Mayur Maruti Patil, 3) Diksha Nitin Mhatre and 4) Harshada Vikas Mhatre, were entered on 7/12 extract in respect of the property bearing Survey No. 25/2B.
- xvii. As per Mutation Entry No. 2292 dated 06/11/2020, it is recorded that on the death of Gajanan Rama Patil on 07/09/2019, names of his legal heirs viz. 1) Alka Gajanan Patil, 2) Ketan Gajanan Patil, 3) Shivnath Gajanan Patil, 4) Durga Balaram Jadhav, 5) Saras Subhash Patil, 6) Parvati Ravindra Patil, 7) Sarang Keshav Patil (minor), 8) Jyoti Keshav Patil for herself and natural guardian of Sr. No. 7, were entered on 7/12 extract in respect of the property bearing Survey No. 25/2B.

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- xviii. Mutation Entry No. 2361 is not relevant to the property bearing Survey No. 25/2B.
- xix. Mutation Entry No. 2199, 2432, 2450, 2480 and 2482 are not made available on the date of this Title Report.
- xx. By Agreement for Sale dated 02/01/2014 ("**Agreement for Sale**") executed between Shri. Babusingh Rajguru (hereinafter referred to as '**Purchaser**') and 1) Antu alias Ananta Ambo Patil, 2) Dattu Balu Patil, 3) Gajanan Rama Patil, 4) Sadashiv Rama Patil, 5) Rajesh Dagdu Patil, 6) Machindra Dagdu Patil (therein referred to as 'Vendors') and 1) Dhanaji Sadashiv Patil, 2) Anusaya Sadashiv Patil (therein referred to as 'Confirming Party'), registered with Sub-Registrar of Assurances at Kalyan under Serial No. KLN1-59-2014, the said Vendors with confirmation of Confirming Party therein inter alia agreed to sell their respective undivided right, title and interest in the portion of the property bearing Survey No. 25/2B admeasuring area 1130 sq.mtr. or thereabouts to Company and also granted development rights in respect of portion of the property bearing Survey No. 25/2B admeasuring area 1130 sq.mtr. or thereabouts unto the said Company for the consideration and on terms and conditions more particularly set out therein.
- xxi. By a Power of Attorney dated 02/01/2014 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. 2/2014, the said 1) Antu alias Ananta Ambo Patil, 2) Dattu Balu Patil, 3) Gajanan Rama Patil, 4) Sadashiv Rama Patil, 5) Rajesh Dagdu Patil, 6) Machindra Dagdu Patil (therein referred to as 'Vendors') and 1) Dhanaji Sadashiv Patil, 2) Anusaya Sadashiv Patil (therein referred to as 'Confirming Party'), in favour of Shri. Babusingh Rajguru, the Vendors and Confirming Party granted powers and authorities to Shri. Babusingh Rajguru to do various acts, deeds, matters and things for and on their behalf in respect of the portion of the property bearing Survey No. 25/2B admeasuring area 1130 sq.mtr. or thereabouts and carry out development thereon.
- xxii. By Agreement for Sale dated 02/01/2014 ("**Agreement for Sale**") executed between Shri. Babusingh Rajguru (hereinafter referred to as '**Purchaser**') and 1) Antu alias Ananta Ambo Patil, 2) Dattu Balu Patil, 3) Gajanan Rama Patil, 4) Sadashiv Rama Patil, 5) Rajesh Dagdu Patil, 6) Machindra Dagdu Patil (therein referred to as 'Vendors'), registered with Sub-Registrar of Assurances at Kalyan under Serial No. KLN1-60-2014, the said Vendors therein inter alia agreed to sell their respective undivided right, title and interest in the portion of the property bearing Survey No. 25/2B admeasuring area 900 sq.mtr. or thereabouts to Company and also granted development rights in respect of portion of the property bearing Survey No. 25/2B admeasuring area 900 sq.mtr. or thereabouts unto the said Company for the consideration and on terms and conditions more particularly set out therein.
- xxiii. By a Power of Attorney dated 02/01/2014 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. 3/2014, the said 1) Antu alias Ananta Ambo Patil, 2) Dattu Balu Patil, 3) Gajanan Rama Patil, 4) Sadashiv Rama Patil, 5) Rajesh Dagdu Patil, 6) Machindra Dagdu Patil (therein referred to as 'Vendors'), in favour of Shri. Babusingh Rajguru, the Vendors granted powers and authorities to Shri. Babusingh Rajguru to do various acts, deeds, matters and things for and on their behalf in respect of the portion of the property bearing Survey No. 25/2B admeasuring area 900 sq.mtr. or thereabouts and carry out development thereon.
- xxiv. By Deed of Conveyance dated 19/05/2014 executed and registered under Serial No. KLN1-3727-2014 with Sub-Registrar Kalyan, 1) Antu alias Ananta Ambo Patil, 2) Dattu Balu Patil, 3) Gajanan Rama Patil, 4) Sadashiv Rama Patil, 5) Rajesh

Dagdu Patil, 6) Machindra Dagdu Patil (therein referred to as 'Vendors') with confirmation of 1) Dhanaji Sadashiv Patil, 2) Anusaya Sadashiv Patil (therein referred to as 'Confirming Party') sold, conveyed, transferred and assured to and unto Shri. Babusingh Rajguru (therein referred to as 'Purchaser'), another portion of the property bearing Survey No. 25/2B admeasuring 1130 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 1835 dated 11/06/2014 records the above transaction and the name of Shri. Babusingh Rajguru entered and recorded in the 7/12 extracts as landowner in respect of another portion of the property bearing Survey No. 25/2B admeasuring 1130 sq.mtrs. or thereabout.

- xxv. By Deed of Conveyance dated 19/05/2014 executed and registered under Serial No. KLN1-3728-2014 with Sub-Registrar Kalyan, 1) Antu alias Ananta Ambo Patil, 2) Dattu Balu Patil, 3) Gajanan Rama Patil, 4) Sadashiv Rama Patil, 5) Rajesh Dagdu Patil, 6) Machindra Dagdu Patil (therein referred to as 'Vendors') sold, conveyed, transferred and assured to and unto Shri. Babusingh Rajguru (therein referred to as 'Purchaser'), another portion of the property bearing Survey No. 25/2B admeasuring 900 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 1836 dated 11/06/2014 records the above transaction and the name of Shri. Babusingh Rajguru entered and recorded in the 7/12 extracts as landowner in respect of another portion of the property bearing Survey No. 25/2B admeasuring 900 sq.mtrs. or thereabout
- xxvi. By Deed of Conveyance dated 14/01/2016 ("**Conveyance Deed**") executed and registered under Serial No. KLN1-461-2016 with Sub-Registrar Kalyan, Shri. Babusingh Rajguru (therein referred to as 'Vendors') sold, conveyed, transferred and assured to and unto Palava Dwellers Private Limited (therein referred to as 'Purchaser'), another portion of the property bearing Survey No. 25/2B admeasuring 2030 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 1982 dated 05/02/2016 records the above transaction and the name of Palava Dwellers Private Limited entered and recorded in the 7/12 extracts as landowner in respect of another portion of the property bearing Survey No. 25/2B admeasuring 2030 sq.mtrs. or thereabout.
- xxvii. By Agreement for Sale dated 26/10/2021 ("**Agreement for Sale**") executed between Macrotech Developers Limited (hereinafter referred to as 'Company') hereinafter referred to as '**Purchaser**') and 1) Alka Gajanan Patil, 2) Ketan Gajanan Patil, 3) Shivnath Gajanan Patil, 4) Durga Balaram Jadhav, 5) Saras Subhash Patil, 6) Parvati Ravindra Patil, 7) Sarang Keshav Patil, 8) Jyoti Keshav Patil for herself and natural guardian of Sr. No. 7, 9) Sadashiv Rama Patil, 10) Machindra Dagdu Patil, 11) Rajesh Dagdu Patil and 12) Dattu Balu Patil, (therein referred to as 'Vendors') and 1) Kalubai Shalik Thakur and 2) Shakuntala Vasant Chaudhari (therein referred to as 'Confirming Party'), registered with Sub-Registrar of Assurances at Kalyan under Serial No. KLN2-19796-2021, the said Vendors with confirmation of Confirming Party therein inter alia agreed to sell their respective undivided right, title and interest in the portion of the property bearing Survey No. 25/2B admeasuring area 6229 sq.mtr. or thereabouts to Company and also granted development rights in respect of portion of the property bearing Survey No. 25/2B admeasuring area 6229 sq.mtr. or thereabouts unto the said Company for the consideration and on terms and conditions more particularly set out therein.
- xxviii. By a Power of Attorney dated 26/10/2021 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. KLN2-19798-2021, the said 1) Alka Gajanan Patil, 2) Ketan Gajanan Patil, 3) Shivnath Gajanan Patil, 4) Durga Balaram Jadhav, 5) Saras Subhash Patil, 6) Parvati Ravindra Patil, 7) Sarang Keshav Patil, 8) Jyoti Keshav Patil for herself and natural guardian of Sr. No. 7, 9) Sadashiv Rama Patil, 10) Machindra Dagdu Patil, 11) Rajesh Dagdu Patil and 12) Dattu Balu Patil, (therein referred to as 'Vendors') and 1) Kalubai Shalik Thakur and 2) Shakuntala Vasant Chaudhari (therein referred to as 'Confirming Party'), in favour of 1) Babusingh Rajguru and 2) Bhushan Marathe representative of Macrotech Developers Limited, the Vendors granted powers and authorities to the representatives of Macrotech Developers Limited to do various acts, deeds, matters and things for and on their behalf in respect of the remaining portion of the property bearing Survey No. 25/2B admeasuring area 6229 sq.mtrs. or thereabout and carry out development thereon.

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- xxix. By Deed of Conveyance dated 21/01/2022 (“**Conveyance Deed**”) executed and registered under Serial No. KLN2-1643-2022 with Sub-Registrar Kalyan, 1) Alka Gajanan Patil, 2) Ketan Gajanan Patil, 3) Shivnath Gajanan Patil, 4) Durga Balaram Jadhav, 5) Saras Subhash Patil, 6) Parvati Ravindra Patil, 7) Sarang Keshav Patil, 8) Jyoti Keshav Patil for herself and natural guardian of Sr. No. 7, 9) Sadashiv Rama Patil, 10) Machindra Dagdu Patil, 11) Rajesh Dagdu Patil and 12) Dattu Balu Patil, (therein referred to as ‘Vendors’) with confirmation of 1) Kalubai Shalik Thakur and 2) Shakuntala Vasant Chaudhari (therein referred to as ‘Confirming Party’) sold, conveyed, transferred and assured to and unto Macrotech Developers Limited (therein referred to as ‘Purchaser’), another portion of the property bearing Survey No. 25/2B admeasuring 6229 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 2420 dated 27/01/2022 records the above transaction and the name of Macrotech Developers Limited entered and recorded in the 7/12 extracts as landowner in respect of another portion of the property bearing Survey No. 25/2B admeasuring 6229 sq.mtrs. or thereabout.
- xxx. By Agreement for Sale dated 04/03/2022 (“**Agreement for Sale**”) executed between Macrotech Developers Limited (therein referred to as ‘Company’ and hereinafter referred to as ‘**Purchaser**’) and 1) Lahu Janu Patil, 2) Ankush Janu Patil, 3) Bhagwan Janu Patil, 4) Ranjana Maruti Patil, 5) Mayur Maruti Patil, 6) Diksha Nitin Mhatre and 7) Harshada Vikas Mhatre (therein referred to as ‘Vendors’), registered with Sub-Registrar of Assurances at Kalyan under Serial No. KLN2-5108-2022, the said Vendors therein inter alia agreed to sell their respective undivided right, title and interest in the remaining portion of the property bearing Survey No. 25/2B admeasuring 2860 sq.mtrs. or thereabout to Company and also granted development rights in respect of remaining portion of the property bearing Survey No. 25/2B admeasuring 2860 sq.mtrs. or thereabout unto the said Company for the consideration and on terms and conditions more particularly set out therein.
- xxxi. By a Power of Attorney dated 04/03/2022 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. KLN2-5109-2022, the said 1) Lahu Janu Patil, 2) Ankush Janu Patil, 3) Bhagwan Janu Patil, 4) Ranjana Maruti Patil, 5) Mayur Maruti Patil, 6) Diksha Nitin Mhatre and 7) Harshada Vikas Mhatre (therein referred to as ‘Vendors’), in favour of 1) Babusingh Rajguru and 2) Bhushan Marathe representative of Anant Developers Private Limited, the Vendors granted powers and authorities to the representatives of Anant Developers Private Limited to do various acts, deeds, matters and things for and on their behalf in respect of the remaining portion of the property bearing Survey No. 25/2B admeasuring 2860 sq.mtrs. or thereabout and carry out development thereon.
- xxxii. By Deed of Conveyance dated 26/04/2022 (“**Conveyance Deed**”) executed and registered under Serial No. KLN2-9860-2022 with Sub-Registrar Kalyan, 1) Bhagwan Janu Patil, 2) Ankush Janu Patil, 3) Maruti Janu Patil and 4) Lahu Janu Patil (therein referred to as a ‘Vendors’) sold, conveyed, transferred and assured to and unto Anant Developers Private Limited (hereinafter referred to as ‘**Company**’) (therein referred to as ‘Purchaser’), remaining portion of the property bearing Survey No. 25/2B admeasuring 2860 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein.
- xxxiii. By Deed of Conveyance dated 17/03/2022 (“**Conveyance Deed**”) executed and registered under Serial No. KLN2-6399-2022 with Sub-Registrar Kalyan, Ashwin Hariram Gajra, (therein referred to as ‘Vendor’) sold, conveyed, transferred and assured to and unto Macrotech Developers Limited (therein referred to as ‘Purchaser’), another portion of the property bearing Survey No. 25/2B admeasuring 1541 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein.

**(e) Survey No. 25/3 ("Eighth Property")**

- i. As per Mutation Entry No. 237 dated 20/09/1952 it is recorded that the property bearing Survey No. 25/3 had been declared as Fragments and reflected in the name of Ambo Balu Bhandari.
- ii. As per Mutation Entry No. 387 dated 24/01/1953, it is recorded that on the death of Ambo Balu Bhandari around 5/6 years ago, names of his legal heirs viz. 1) Jana Ambo Bhandari and 2) Kana Ambo Bhandari, were entered on 7/12 extract in respect of the property bearing Survey No. 25/3.
- iii. As per Mutation Entry No. 455 dated 24/05/1963, it is recorded that on the death of Jana Ambo Bhandari on 03/05/1963, names of his legal heirs viz. 1) Kundalik Jana Bhandari, 2) Dagdu Jana Bhandari, 3) Tukaram Jana Bhandari, 4) Sakharam Jana Bhandari and 5) Bali Jana and Kundalik Jana Bhandari as head of the family, were entered on 7/12 extract in respect of the property bearing Survey No. 25/3.
- iv. Mutation Entry No. 644 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957. Thus, the measurement of the said Property was shown in Decimal system (Metric system).
- v. As per Mutation Entry No. 961 dated 16/06/1990, it is recorded that on the death of Kana Ambo Bhandari around 8/10 years ago, names of his legal heirs viz. Hari Kana Bhandari, was entered on 7/12 extract in respect of the property bearing Survey No. 25/3.
- vi. As per Mutation Entry No. 998 dated 18/01/1994, it is recorded that an encumbrance of loan of Bank of Maharashtra, Dombivali Branch was paid by Bhagwan Kundalik Chaudhari and there upon the encumbrance of the said Bank was deleted.
- vii. As per Mutation Entry No. 1099 dated 07/06/2004, it is recorded that on the death of Tukaram Janu Bhandari on 08/01/1994, names of his legal heirs viz. 1) Pandit Tukaram Bhandari, 2) Bhimsen Tukaram Bhandari, 3) Bhalchandra Tukaram Bhandari, 4) Lalchand Tukaram Bhandari, 5) Fulchand Tukaram Bhandari, 6) Sangita Laxman Gaikwad and 7) Kavita Gurunath Raut, were entered on 7/12 extract in respect of the property bearing Survey No. 25/3.
- viii. As per Mutation Entry No. 1146 dated 03/01/2007, it is recorded that on the death of Kundalik Janu Bhandari on 20/12/2006, names of his legal heirs viz. 1) Jaibai Kundalik Bhandari, 2) Bhagwan Kundalik Bhandari, 3) Kashinath Kundalik Bhandari, 4) Baliram Kundalik Bhandari, 5) Vilas Kundalik Bhandari and 6) Sonubai Mohan Mhatre, were entered on 7/12 extract in respect of the property bearing Survey No. 25/3.
- ix. As per Mutation Entry No. 1274 dated 01/01/2009, it is recorded that on the death of Sakharam Janu Bhandari on 29/11/2007, names of his legal heirs viz. 1) Dilip Sakharam Bhandari, 2) Yamunabai Sakharam Bhandari and 3) Baymabai Sakharam Bhandari, were entered on 7/12 extract in respect of the property bearing Survey No. 25/3.
- x. As per Mutation Entry No. 1680 dated 14/06/2012, it is recorded that on the death of Dagdu Janu Bhandari on 09/01/2012 and his wife Vithabai Dagdu Bhandari (since deceased), names of their respective legal heirs viz. 1) Narayan Dagdu Bhandari, 2) Namdev Dagdu Bhandari, 3) Datta Dagdu Bhandari, 4) Janabai Gopal Joshi, 5) Parvatibai Tanaji Mhatre and 6) Shakuntala Ananta Minmone, were entered on 7/12 extract in respect of the property bearing Survey No. 25/3.
- xi. As per Mutation Entry No. 1957 dated 30/10/2005, it is recorded that on the death of Jaibai Kundalik Bhandari on 11/12/2014, names of his legal heirs viz. 1)

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Gajanan Kundalik Bhandari, 2) Kashinath Kundalik Bhandari, 3) Baliram Kundalik Bhandari, 4) Vilas Kundalik Bhandari and 5) Sonubai Mohan Mhatre, were entered on 7/12 extract in respect of the property bearing Survey No. 25/3.

- xii. As per Mutation Entry No. 1992 dated 14/03/2016, it is recorded that on the death of Bali alias Balubai Jana Bhandari on 10/02/1980, names of his legal heirs viz. 1) Kundalik Jana Bhandari, 2) Dagdu Jana Bhandari, 3) Tukaram Jana Bhandari and 4) Sakharam Jana Bhandari, were entered on 7/12 extract in respect of the property bearing Survey No. 25/3.
- xiii. Mutation Entry No. 2336 and 2447 are not made available on the date of this Title Report.
- xiv. By Development Agreement dated 27/02/2007 ("**Development Agreement**") executed between Anant Developers Private Limited (therein referred to as 'Developer') and 1) Jaibai Kundalik Bhandari, 2) Bhagwan Kundalik Bhandari, 3) Kashinath Kundalik Bhandari, 4) Baliram Kundalik Bhandari, 5) Vilas Kundalik Bhandari, 6) Sonubai Mohan Mhatre, 7) Sakharam Jana Bhandari, 8) Pandit Tukaram Bhandari, 9) Bhimchand Tukaram Bhandari, 10) Bhalchandra Tukaram Bhandari, 11) Lalchand Tukaram Bhandari, 12) Fulchand Tukaram Bhandari, 13) Sangita Laxman Gaikwad, 14) Kavita Gurunath Raut through their POA holder and for himself 1) Hari Kanha Bhandari and 2) Dagdu Jana Bhandari (therein referred to as 'Owners'), registered with Sub-Registrar of Assurances at Kalyan under Serial No. KLN1-1156-2007, the said Owners therein inter alia agreed to grant development right of the said Property and ultimately sell their respective undivided right, title and interest in the said Property to Anant Developers Private Limited for the consideration and on terms and conditions more particularly set out therein.
- xv. By a Power of Attorney dated 27/02/2007 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. KLN1-1157-2007, the said 1) Jaibai Kundalik Bhandari, 2) Bhagwan Kundalik Bhandari, 3) Kashinath Kundalik Bhandari, 4) Baliram Kundalik Bhandari, 5) Vilas Kundalik Bhandari, 6) Sonubai Mohan Mhatre, 7) Sakharam Jana Bhandari, 8) Pandit Tukaram Bhandari, 9) Bhimchand Tukaram Bhandari, 10) Bhalchandra Tukaram Bhandari, 11) Lalchand Tukaram Bhandari, 12) Fulchand Tukaram Bhandari, 13) Sangita Laxman Gaikwad, 14) Kavita Gurunath Raut through their POA holder and for himself 1) Hari Kanha Bhandari and 2) Dagdu Jana Bhandari (therein referred to as 'Vendors'), in favour of Nitin Aasariya Wador representative of Anant Developers Private Limited, the Vendors granted powers and authorities to the representatives of Anant Developers Private Limited to do various acts, deeds, matters and things for and on their behalf in respect of the Property and carry out development thereon.
- xvi. By Deed of Conveyance dated 30/12/2015 executed and registered under Serial No. KLN1-10878-2015 with Sub-Registrar Kalyan, 1) Hari Kanha Bhandari, 2) Bhagwan Kundalik Bhandari, 3) Kashinath Kundalik Bhandari, 4) Baliram Kundalik Bhandari, 5) Vilas Kundalik Bhandari, 6) Sonubai Mohan Mhatre, 7) Pandit Tukaram Bhandari, 8) Bhimchand Tukaram Bhandari, 9) Bhalchandra Tukaram Bhandari, 10) Lalchand Tukaram Bhandari, 11) Fulchand Tukaram Bhandari, 12) Sangita Laxman Gaikwad, 13) Kavita Gurunath Raut (therein referred to as a 'Vendors') sold, conveyed, transferred and assured to and unto Anant Developers Private Limited (hereinafter referred to as '**Company**') (therein referred to as 'Purchaser'), portion of the property bearing Survey No. 25/3 admeasuring 1252.50 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 1987 dated 08/02/2016 records the above transaction and the name of Anant Developers Private Limited entered and recorded in the 7/12 extracts as Landowner in respect of the portion of the property bearing Survey No. 25/3 admeasuring 1252.50 sq.mtrs. or thereabout.

- xvii. By Deed of Conveyance dated 04/08/2017 executed and registered under Serial No. KLN1-8159-2017 with Sub-Registrar Kalyan, 1) Dilip Sakharam Bhandari, 2) Yamunabai Sakharam Bhandari, 3) Baymabai Sakharam Bhandari, 4) Narayan Dagdu Bhandari, 5) Namdev Dagdu Bhandari and 6) Datta Dagdu Bhandari, (therein referred to as a 'Vendors') sold, conveyed, transferred and assured to and unto Anant Developers Private Limited (hereinafter referred to as '**Company**') (therein referred to as 'Purchaser'), another portion of the property bearing Survey No. 25/3 admeasuring 318 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 2069 dated 05/08/2017 records the above transaction and the name of Anant Developers Private Limited entered and recorded in the 7/12 extracts as Landowner in respect of the another portion of the property bearing Survey No. 25/3 admeasuring 318 sq.mtrs. or thereabout.
- xviii. By Deed of Conveyance dated 24/06/2021 executed and registered under Serial No. KLN2-11811-2021 with Sub-Registrar Kalyan, 1) Parvatibai Tanaji Mhatre, 2) Shakuntala Ananta Minmine and 3) Janabai Gopal Joshi, (therein referred to as a 'Vendors') sold, conveyed, transferred and assured to and unto Anant Developers Private Limited (hereinafter referred to as '**Company**') (therein referred to as 'Purchaser'), remaining portion of the property bearing Survey No. 25/3 admeasuring 100 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 2092 records the above transaction and the name of Anant Developers Private Limited entered and recorded in the 7/12 extracts as Landowner in respect of the remaining portion of the property bearing Survey No. 25/3 admeasuring 100 sq.mtrs. or thereabout.

**(f) Survey No. 25/4 ("Ninth Property")**

- i. As per Mutation Entry No. 221 dated 16/07/1949, it is recorded that on the death of Bhiwa Balu Bhandari around 4 years ago, names of his legal heirs viz. 1) Shankar Kathodi Bhandari, 2) Rama Kathodi Bhandari and 3) Vithu Dharma Bhandari, and 5) Shankar Kathodi Bhandari as head of the family, were entered on 7/12 extract in respect of the property bearing Survey No. 25/4.
- ii. Mutation Entry No. 261 is not relevant to the property bearing Survey No. 25/4.
- iii. As per Mutation Entry No.370 dated 25/09/1953 it is recorded that as 1) Shankar Kathodi Bhandari, 2) Rama Kathodi Bhandari and 3) Vithu Dharma Bhandari was cultivating the property bearing Survey No. 25/4 and 212/7B belonging to Shankar Kathodi Bhandari, and as such the name of the said Cultivator was entered as Protected Tenant in other rights column of 7/12 extract in respect the property bearing Survey No. 25/4 under Section 3A of the Bombay Tenancy and Agricultural Land Act, 1948.
- iv. As per Mutation Entry No.516 dated 01/11/1965, it is recorded that pursuant to the Order No. ALT-IK-111, passed by Tenancy Agriculture Land Tribunal and Additional Mamlatdar Kalyan u/s. 32G Maharashtra Tenancy and Agricultural Lands Act, 1948 ("**said Act**"), the Protected Tenant viz. 1) Shankar Kathodi Bhandari, 2) Rama Kathodi Bhandari and 3) Vithu Dharma Bhandari agreed to acquire as Tenant Purchaser the property bearing Survey No. 25/4 belonging to Shankar Kathodi Bhandari, the owner thereof, for valuable consideration to be paid in instalments, subject to provision of Section 43 of the said Act. Pursuant thereto the name of the said Tenant Purchaser entered and recorded in the 7/12 extracts as Land Holder/Owner thereof. Thus, an encumbrance of sale price in the name of Shankar Kathodi Bhandari entered and recorded in the other rights Column in respect of the property bearing Survey No. 25/4.
- v. Mutation Entry No. 644 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957. Thus, the measurement of the said Property was shown in Decimal system (Metric system).
- vi. As per Mutation Entry No.817 dated 10/08/1982, it is recorded that on the death of Shankar Kathodi Bhandari on 19/01/1982, names of his legal heirs viz. 1) Krishna Shankar Bhandari, 2) Hari Shankar Bhandari, 3) Balaram Shankar



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- Bhandari, 4) Mukund Shankar Bhandari, 5) Harichand Shankar Bhandari, 6) Sukrya Shankar Bhandari, 7) Fashibai Shankar Bhandari, 8) Hausabai Kashinath Desai, 9) Jijabai Narayan, were entered on 7/12 extract in respect of the property bearing Survey No. 25/4.
- vii. As per Mutation Entry No.1136 dated 08/05/2006, it is recorded that on the death of Krishna Shankar Bhandari on 22/05/2002 and his son Ananta Krishna Bhandari (since deceased), names of their respective legal heirs viz. 1) Kusumbai Krishna Bhandari, 2) Kaluram Krishna Bhandari, 3) Laxmibai Ananta Bhandari, 4) Sandesh Ananta Bhandari, 5) Vajayanta Ananta Bhandari, 6) Rohini Ananta Bhandari, 7) Nivrutti Krishna Bhandari, 8) Dnyaneshwar Krishna Bhandari and 9) Nirmala Shivaji Gulvi, were entered on 7/12 extract in respect of the property bearing Survey No. 25/4.
- viii. As per Mutation Entry No.1144 dated 03/01/2007, it is recorded that on the death of Balaram Shankar Bhandari on 05/11/1999, names of his legal heirs viz. 1) Pravin Balaram Bhandari, 2) Arvind Balaram Bhandari (minor) through his mother and natural guardian of Nirmala Balaram Bhandari, 3) Manisha Vinod Bhoir, 4) Sangitra Premnath Patil, 5) Nita Rohidas Patil and 6) Nirmala Balaram Bhandari, were entered on 7/12 extract in respect of the property bearing Survey No. 25/4.
- ix. As per Mutation Entry No. 1379 dated 09/04/2010, it is recorded that pursuant to order bearing RTS Appeal No. 133/2008 issued by SDO, Thane tunder Mutation Entry No. 221 the name of Shankar Kathodi Bhandari as a power of attorney holder/ Head of Family / Karta of 1) Shankar Kathodi Bhandari, 2) Rama Kathodi Bhandari and 3) Vithu Dharma Bhandari was recorded in respect of survey numbers appearing in the said ME No. 1379. The said Vithu Dharma Bhandari had made an RTS Appeal before Tahasildar Kalyan challenging the aforesaid Mutation Entry No. 221. By the Order dated 30/08/2008 passed by Tahsildar, Kalyan in the RTI Appeal 9/2006, the appeal of Vithu Dharma Bhandari came to be rejected. Subsequently the said Vithu Dharma Bhandari filed an RTS Appeal No. 133/2008 against the rejection of his earlier appeal before Sub Divisional Officer Thane. By an Order dated 26/03/2010, the Sub Divisional Officer Thane partly allowed the said RTS Appeal No. 133/2008 and *inter alia* ordered that the Mutation Entry No. 221, where name of the Vithu Dharma (landholder) was recorded along with the other holders of the said land as Shankar Kathodi and his legal heirs (also the holders of the land) confirmed by the letter bearing no Record of Rights/Te-10/Kavi 848/SR 20 dated 19 April, 2010 still subsist and valid and as be effective in respect of the said Property accordingly.
- x. As per Mutation Entry No. 1696 dated 06/08/2012, it is recorded that on the death of Rama Kathod Bhandari around 40 years ago and 1) Shankar Kathod Bhandari (since deceased), 2) Fashibai Shankar Bhandari (since deceased), 3) Krishna Shankar Bhandari (since deceased), 4) Ananta Krishna Bhandari (since deceased), 5) Balaram Shankar Bhandari (since deceased) as stated in earlier mutation entries, names of their respective legal heirs viz. 1) Kusumbai Krishna Bhandari, 2) Kaluram Krishna Bhandari, 3) Laxmibai Ananta Bhandari, 4) Sandesh Ananta Bhandari, 5) Vajyanta Ananta Bhandari, 6) Rohini Ananta Bhandari, 7) Nivrutti Krishna Bhandari, 8) Dnyaneshwar Krishna Bhandari, 9) Nirmala Shivaji Gulvi, 10) Pravin Balaram Bhandari, 11) Arvind Balaram Bhandari, 12) Manisha Vinod Bhoir, 13) Sangeeta Premnath Patil, 14) Neeta Rohidas Patil, 15) Nirmala Balaram, 16) Hari Shankar Bhandari, 17) Balaram Shankar Bhandari, 18) Mukund Shankar Bhandari, 19) Harishchandra Shankar Bhandari, 20) Sukrya Shankar Bhandari, 21) Fashibai Shankar Bhandari, 22) Hausabai Kashinath Desai and 23) Girijabai Narayan, Bhandari, were entered on 7/12 extract in respect of the property bearing Survey No. 25/4.

- xi. As per Mutation Entry No.1787 dated 30/11/2013, it is recorded that RTS Appeal No. 112/2010 filed by legal heirs of Shankar Kathodi before Sub Divisional Officer Thane challenging order passed in RTS Appeal No. 133/2008 by Sub Divisional Officer filed by Vithu Dharma. The said Appeal was disposed off with following order :
1. Appeal allowed.
  2. Order under RTS Appeal quashed and set aside.
  3. Aforesaid all have recorded in Mutation Entry No. 1379, pursuant to the order passed in Appeal No. 133/2008 on 26/03/2010, was cancelled.

It is further recorded that the said Vithu Dharma Bhandari filed an Appeal bearing No. Appeal/Desk/RTS/Review 22/2011 before Additional Commissioner Konkan Division, Mumbai. The said Appeal was disposed of on 03/08/2012 with following order:

- i) Applicant's application was allowed and partly restored.
- ii) Order dated 28/12/2010 in Appeal No. 112/2010 is confirmed.

subject to the enquiry by Tahsildar Kalyan with regard to Mutation Entry No. 221 against the Appeal No. 57/2006.

Based on the several orders passed as aforesaid, this mutation entry came to be recorded in respect of the said Property.

- xii. As per Mutation Entry No. 1795 dated 16/01/2014, records that notation of pendency of Regular Civil Suit No. 57/2006 before Civil Court Kalyan came to be inter alia entered in Other Rights Column of 7/12 extract in respect of property in respect of aforesaid Survey Nos. 25/4 and 212/7B, pursuant to Learned Tahsildar, Kalyan Order bearing no. Record of Rights/T-10/KV-3201/13 dated 02/01/2014 read with Order bearing no. Appeal/Desk/RTS/Review/22/2011 dated 3/8/2012 passed by the Additional Commission, Konkan Division the 7/12 extract to be updated accordingly.
- xiii. As per Mutation Entry No. 2016 dated 30/05/2016, it is recorded that under the cover of letter bearing No. MASHA/T.10/Hakkanond/KV5439 /15, dated 11/12/2015 issued by Tahsildar, Kalyan, the name of the Company who has purchased the said Property required to be entered on record of rights for the said Property. However, through oversight, the name of the authorized signatory / Director of the company was entered on the 7/12 extract of Property. Therefore, this mutation came to be passed to rectify the record of rights by deleting wrongly entered name of authorized signatory / Director to replace name of Company as a Landholder for the said Property.
- xiv. By Deed of Conveyance dated 08/04/2008 executed and registered under Serial No. KLN3-2068-2008 with Sub-Registrar Kalyan, 1) Hari Shankar Bhandari, 2) Mukund Shankar Bhandari, 3) Harishandra Shankar Bhandari, 4) Sukrya Shankar Bhandari, 5) Fashibai Shankar Bhandari, 6) Kusumbai Krishna Bhandari, 7) Kaluram Krishna Bhandari, 8) Laxmibai Anant Bhandari, 9) Sandesh Anant Bhandari, 10) Vajayanta Anant Bhandari, 11) Rohini Ananta Bhandari, 12) Nivrutti Krishna Bhandari, 13) Dnyaneshwar Krishna Bhandari, 14) Nirmala Shivaji Gulvi, 15) Hausabai Kashinath Patil, 16) Girijabai Narayan Patil, 17) Pravin Balaram Bhandari, 18) Arvind Balaram Bhandari, 19) Manisha Vinod Bhoir, 20) Sangita Premnath Patil, 21) Nita Rohidas Patil and 22) Nirmala Balaram Bhandari, (therein referred to as a 'Vendors') sold, conveyed, transferred and assured to and unto Lodha Dwellers Private Limited (hereinafter referred to as '**Company**') (therein referred to as 'Purchaser'), the property bearing Survey No. 25/4 admeasuring 2220 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein.

**(g) Survey No. 212/7A ("Tenth Property")**

- i. As per Mutation Entry No. 237 dated 20/09/1952 it is recorded that the property bearing Survey No. 212/7 had been declared as Fragments and reflected in the name of Shankar Kathodi Bhandari.
- ii. As per Mutation Entry No.655 dated 26/10/1972, it is recorded that on 22/04/1968, Shankar Kathodi Bhandari sold and conveyed the property bearing

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- Survey No. 212/7P admeasuring 575 sq.yards or thereabout in favour of Shobhana Balkrishna Pawar for valuable consideration.
- iii. As per Mutation Entry No. 1098 dated 27/01/2004, it is recorded that pursuant to letter bearing No. Hakkanond/T-10/7/12/03, dated 18/12/2003, issued by under Section 155 of Maharashtra Land Revenue Act 1966 ("Act"), on account of computerization of land revenue records, New Survey Numbers were assigned in respect of the Old Survey No. 212/7P i.e. New Survey No. 212/7A admeasuring 480 sq.mtr. or thereabout.
  - iv. As per Mutation Entry No. 1926 dated 01/09/2015, it is recorded that on the death of Shobhana Balkrishna Pawar on 15/08/2011, names of her legal heirs viz. i) Pallavi Vishwajit Sawant and ii) Priya Nishant Rao, were entered on 7/12 extract in respect of property bearing Survey No. 212/7A.
  - v. As per Mutation Entry No. 1966 dated 07/12/2015, it is recorded that by Deed of Conveyance dated 22/09/2015 registered under Sr. No. 8058/2015, (i) Pallavi Vishwajit Sawant and (ii) Priya Nishant Rao sold and conveyed property bearing Survey No. 212/7A admeasuring 483 sq.mtr. or thereabout in favour of Rajshri Nandkumar Chaudhari for valuable consideration.
  - vi. Mutation Entry No. 2448 is not made available on the date of this Title Report.
  - vii. By Deed of Conveyance dated 13/03/2018 ("**Conveyance Deed**") executed and registered under Serial No. KLN1-2158-2018 with Sub-Registrar Kalyan, Rajshri Nandkumar Chaudhari (therein referred to as a 'Vendors') sold, conveyed, transferred and assured to and unto Anant Developers Private Limited (hereinafter referred to as '**Company**') (therein referred to as 'Purchaser'), property bearing Survey No. 212/7A adm person.easuring 483 sq.mtr. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 2104 dated 28/03/2018 records the above transaction and the name of Anant Developers Private Limited entered and recorded in the 7/12 extracts as landowner in respect of property bearing Survey No. 212/7A admeasuring 483 sq.mtr. or thereabout.
  - viii. By a Power of Attorney dated 13/03/2018 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. KLN1-2159-2018, the said Rajshri Nandkumar Chaudhari (therein referred to as 'Vendors'), in favour of Nitin Asariya Wador representative of Anant Developers Private Limited, the Vendors granted powers and authorities to the representatives of Anant Developers Private Limited to do various acts, deeds, matters and things for and on their behalf in respect of the Property and carry out development thereon.

## (h) Survey No. 212/7B ("Eleventh Property")

- i. As per Mutation Entry No. 221 dated 16/07/1949, it is recorded that on the death of Bhiwa Balu Bhandari around 4 years ago, names of his legal heirs viz. 1) Shankar Kathodi Bhandari, 2) Rama Kathodi Bhandari and 3) Vithu Dharma Bhandari, and 5) Shankar Kathodi Bhandari as head of the family, were entered on 7/12 extract in respect of the property bearing Survey No. 212/7B.
- ii. As per Mutation Entry No.370 dated 25/09/1953 it is recorded that as 1) Shankar Kathodi Bhandari, 2) Rama Kathodi Bhandari and 3) Vithu Dharma Bhandari was cultivating the property bearing Survey No. 25/4 and 212/7B belonging to Shankar Kathodi Bhandari, and as such the name of the said Cultivator was entered as Protected Tenant in other rights column of 7/12 extract in respect of the property bearing Survey No. 212/7B under Section 3A of the Bombay Tenancy and Agricultural Land Act, 1948.

- iii. As per Mutation Entry No.516 dated 01/11/1965, it is recorded that pursuant to the Order No. ALT-IK-111, passed by Tenancy Agriculture Land Tribunal and Additional Mamlatdar Kalyan u/s. 32G Maharashtra Tenancy and Agricultural Lands Act, 1948 ("**said Act**"), the Protected Tenant viz. 1) Shankar Kathodi Bhandari, 2) Rama Kathodi Bhandari and 3) Vithu Dharma Bhandari agreed to acquire as Tenant Purchaser the property bearing Survey No. 25/4 ad 212/7B belonging to Shankar Kathodi Bhandari, the owner thereof, for valuable consideration to be paid in instalments, subject to provision of Section 43 of the said Act. Pursuant thereto the name of the said Tenant Purchaser entered and recorded in the 7/12 extracts as Land Holder/Owner thereof. Thus, an encumbrance of sale price in the name of Shankar Kathodi Bhandari entered and recorded in the other rights Column in respect of the property bearing Survey No. 212/7B.
- iv. Mutation Entry No. 644 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957. Thus, the measurement of the said Property was shown in Decimal system (Matric system).
- v. As per Mutation Entry No.656 dated 26/10/1972, it is recorded that on 22/04/1968, Shankar Kathodi Bhandari sold and conveyed the property bearing Survey No. 212/7P admeasuring 575 sq.yards or thereabout in favour of Madhukar Raghunath Deshmukh for valuable consideration.
- vi. As per Mutation Entry No.741 dated 02/03/1977, it is recorded that on 22/04/1968, Shankar Kathodi Bhandari sold and conveyed the property bearing Survey No. 212/7P admeasuring 764 sq.yards or thereabout in favour of M. P. Madewar for valuable consideration.
- vii. As per Mutation Entry No.817 dated 10/08/1982, it is recorded that on the death of Shankar Kathodi Bhandari on 19/01/1982, names of his legal heirs viz. 1) Krishna Shankar Bhandari, 2) Hari Shankar Bhandari, 3) Balaram Shankar Bhandari, 4) Mukund Shankar Bhandari, 5) Harichand Shankar Bhandari, 6) Sukrya Shankar Bhandari, 7) Fashibai Shankar Bhandari, 8) Hausabai Kashinath Desai, 9) Jijabai Narayan, were entered on 7/12 extract in respect of the property bearing Survey No. 212/7B.
- viii. As per Mutation Entry No. 1098 dated 27/01/2004, it is recorded that pursuant to letter bearing No. Hakkanond/T-10/7/12/03, dated 18/12/2003, issued by under Section 155 of Maharashtra Land Revenue Act 1966 ("Act"), on account of computerization of land revenue records, New Survey Numbers were assigned in respect of the Old Survey No. 212/7P i.e. New Survey No. 212/7B admeasuring 160 sq.mtr. or thereabout.
- ix. As per Mutation Entry No.1136 dated 08/05/2006, it is recorded that on the death of Krishna Shankar Bhandari on 22/05/2002 and his son Ananta Krishna Bhandari (since deceased), names of their respective legal heirs viz. 1) Kusumbai Krishna Bhandari, 2) Kaluram Krishna Bhandari, 3) Laxmibai Ananta Bhandari, 4) Sandesh Ananta Bhandari, 5) Vijayanta Ananta Bhandari, 6) Rohini Ananta Bhandari, 7) Nivrutti Krishna Bhandari, 8) Dnyaneshwar Krishna Bhandari and 9) Nirmala Shivaji Gulvi, were entered on 7/12 extract in respect of the property bearing Survey No. 212/7B.
- x. As per Mutation Entry No.1144 dated 03/01/2007, it is recorded that on the death of Balaram Shankar Bhandari on 05/11/1999, names of his legal heirs viz. 1) Pravin Balaram Bhandari, 2) Arvind Balaram Bhandari (minor) through his mother and natural guardian of Nirmala Balaram Bhandari, 3) Manisha Vinod Bhoir, 4) Sangitra Premnath Patil, 5) Nita Rohidas Patil and 6) Nirmala Balaram Bhandari, were entered on 7/12 extract in respect of the property bearing Survey No. 212/7B.
- xi. As per Mutation Entry No. 1379 dated 09/04/2010, it is recorded that pursuant to order bearing RTS Appeal No. 133/2008 issued by SDO, Thane tunder Mutation Entry No. 221 the name of Shankar Kathodi Bhandari as a power of attorney holder/ Head of Family / Karta of 1) Shankar Kathodi Bhandari, 2) Rama Kathodi Bhandari and 3) Vithu Dharma Bhandari was recorded in respect of survey numbers appearing in the said ME No. 1379. The said Vithu Dharma

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Bhandari had made an RTS Appeal before Tahasildar Kalyan challenging the aforesaid Mutation Entry No. 221. By the Order dated 30/08/2008 passed by Tahsildar, Kalyan in the RTI Appeal 9/2006, the appeal of Vithu Dharma Bhandari came to be rejected. Subsequently the said Vithu Dharma Bhandari filed an RTS Appeal No. 133/2008 against the rejection of his earlier appeal before Sub Divisional Officer Thane. By an Order dated 26/03/2010, the Sub Divisional Officer Thane partly allowed the said RTS Appeal No. 133/2008 and *inter alia* ordered that the Mutation Entry No. 221, where name of the Vithu Dharma (landholder) was recorded along with the other holders of the said land as Shankar Kathodi and his legal heirs (also the holders of the land) confirmed by the letter bearing no Record of Rights/Te-10/Kavi 848/SR 20 dated 19 April, 2010 still subsist and valid and as be effective in respect of the said Property accordingly.

xii. As per Mutation Entry No. 1696 dated 06/08/2012, it is recorded that on the death of Rama Kathod Bhandari around 40 years ago and 1) Shankar Kathod Bhandari (since deceased), 2) Fashibai Shankar Bhandari (since deceased), 3) Krishna Shankar Bhandari (since deceased), 4) Ananta Krishna Bhandari (since deceased), 5) Balaram Shankar Bhandari (since deceased) as stated in earlier mutation entries, names of their respective legal heirs viz. 1) Kusumbai Krishna Bhandari, 2) Kaluram Krishna Bhandari, 3) Laxmibai Ananta Bhandari, 4) Sandesh Ananta Bhandari, 5) Vayjanta Ananta Bhandari, 6) Rohini Ananta Bhandari, 7) Nivrutti Krishna Bhandari, 8) Dnyaneshwar Krishna Bhandari, 9) Nirmala Shivaji Gulvi, 10) Pravin Balaram Bhandari, 11) Arvind Balaram Bhandari, 12) Manisha Vinod Bhoir, 13) Sangeeta Premnath Patil, 14) Neeta Rohidas Patil, 15) Nirmala Balaram, 16) Hari Shankar Bhandari, 17) Balaram Shankar Bhandari, 18) Mukund Shankar Bhandari, 19) Harishchandra Shankar Bhandari, 20) Sukrya Shankar Bhandari, 21) Fashibai Shankar Bhandari, 22) Hausabai Kashinath Desai and 23) Girijabai Narayan, Bhandari, were entered on 7/12 extract in respect of the property bearing Survey No. 212/7B.

xiii. As per Mutation Entry No. 1787 dated 30/11/2013, it is recorded that RTS Appeal No. 112/2010 filed by legal heirs of Shankar Kathodi before Sub Divisional Officer Thane challenging order passed in RTS Appeal No. 133/2008 by Sub Divisional Officer filed by Vithu Dharma. The said Appeal was disposed off with following order :

4. Appeal allowed.
5. Order under RTS Appeal quashed and set aside.
6. Aforesaid all have recorded in Mutation Entry No. 1379, pursuant to the order passed in Appeal No. 133/2008 on 26/03/2010, was cancelled.

It is further recorded that the said Vithu Dharma Bhandari filed an Appeal bearing No. Appeal/Desk/RTS/Review 22/2011 before Additional Commissioner Konkan Division, Mumbai. The said Appeal was disposed of on 03/08/2012 with following order:

- iii) Applicant's application was allowed and partly restored.
- iv) Order dated 28/12/2010 in Appeal No. 112/2010 is confirmed.

subject to the enquiry by Tahsildar Kalyan with regard to Mutation Entry No. 221 against the Appeal No. 57/2006.

Based on the several orders passed as aforesaid, this mutation entry came to be recorded in respect of the said Property.

xiv. As per Mutation Entry No. 1795 dated 16/01/2014, records that notation of pendency of Regular Civil Suit No. 57/2006 before Civil Court Kalyan came to be *inter alia* entered in Other Rights Column of 7/12 extract in respect of property in respect of aforesaid Survey Nos. 25/4 and 212/7B, pursuant to Learned Tahsildar, Kalyan Order bearing no. Record of Rights/T-10/KV-3201/13 dated

02/01/2014 read with Order bearing no. Appeal/Desk/RTS/Review/22/2011 dated 3/8/2012 passed by the Additional Commission, Kokan Division the 7/12 extract to be updated accordingly.

- xv. As per Mutation Entry No. 2016 dated 30/05/2016, it is recorded that under the cover of letter bearing No. MASHA/T.10/Hakkanond/KV5439 /15, dated 11/12/2015 issued by Tahsildar, Kalyan, the name of the Company who has purchased the said Property required to be entered on record of rights for the said Property. However, through oversight, the name of the authorized signatory / Director of the company was entered on the 7/12 extract of Property. Therefore, this mutation came to be passed to rectify the record of rights by deleting wrongly entered name of authorized signatory / Director to replace name of Company as a Landholder for the said Property.
- xvi. Mutation Entry No.2030 and 2093 are reflecting rectification and reconciliation of land record as per the Order of Tahsildar. Nevertheless this entry is not having any effect on the title of the property bearing Survey No. 212/7B.
- xvii. As per Mutation Entry No. 2387 dated 10/11/2021, it is recorded that on the death of Fashibai Shankar Bhandari on 08/08/2009, names of her legal heirs viz. 1) Kusumbai Krishna Bhandari, 2) Kaluram Krishna Bhandari, 3) Laxmibai Ananta Bhandari, 4) Sandesh Ananta Bhandari, 5) Vayjanta Ananta Bhandari, 6) Rohini Ananta Bhandari, 7) Nivrutti Krishna Bhandari, 8) Dnyaneshwar Krishna Bhandari, 9) Nirmala Shivaji Gulvi, 10) Pravin Balaram Bhandari, 11) Arvind Balaram Bhandari, 12) Manisha Vinod Bhoir, 13) Sangeeta Premnath Patil, 14) Neeta Rohidas Patil, 15) Nirmala Balaram, 16) Hari Shankar Bhandari, 17) Balaram Shankar Bhandari, 18) Mukund Shankar Bhandari, 19) Harishchandra Shankar Bhandari, 20) Sukrya Shankar Bhandari, 21) Fashibai Shankar Bhandari, 22) Hausabai Kashinath Desai and 23) Girijabai Narayan, Bhandari, were entered on 7/12 extract in respect of the property bearing Survey No. 212/7B.
- xviii. As per Mutation Entry No. 2410 dated 24/12/2021, it is recorded that on the death of Dnyaneshwar Krishna Bhandari on 13/03/2018, names of his legal heirs viz. 1) Mamta Dnyaneshwar Bhandari, 2) Neel Dnyaneshwar Bhandari (minor), 3) Atharva Dnyaneshwar Bhandari (minor), minors through representative their mother and natural guardian of Mamta Dnyaneshwar Bhandari, were entered on 7/12 extract in respect of the property bearing Survey No. 212/7B.
- xix. Mutation Entry No. 2453 and 2475 are not made available on the date of this Title Report.
- xx. By Agreement for Sale dated 02/09/2021 executed between Macrotech Developers Limited (therein referred to as 'Company' and hereinafter referred to as '**Purchaser**') and 1) Sukrya Shankar Bhandari, 2) Hausabai Kashinath Patil, 3) Girijabai Narayan Patil, 4) Harishchandra Shankar Bhandari, 5) Hari Shankar Bhandari, 6) Mukund Shankar Bhandari, 7) Kaluram Krishna Bhandari, 8) Nivrutti Krishna Bhandari, 9) Nirmala Shivaji Gulvi, 10) Laxmi Ananta Bhandari, 11) Sandesh Ananta Bhandari, 12) Vaijayanta Ananta Bhandari, 13) Rohini Ananta Bhandari, 14) Nil Dnyaneshwar Bhandari (minor), 15) Atharv Dnyaneshwar Bhandari (minor), 16) Mamta Dnyaneshwar Bhandari, 17) Pravin Balaram Bhandari, 18) Arvind Balaram Bhandari, 19) Manisha Vinod Bhoir, 20) Sangita Premnath Bhoir, 21) Nita Rohidas Patil and 22) Nirmala Balaram Bhandari (therein referred to as 'Vendors'), registered with Sub-Registrar of Assurances at Kalyan under Serial No. KLN2-16194-2021, the said Vendors therein inter alia agreed to sell their respective undivided right, title and interest in the property bearing Survey No. 212/7B admeasuring 469 sq.mtr. or thereabout to Company and also granted development rights in respect of property bearing Survey No. 212/7B admeasuring 469 sq.mtr. or thereabout unto the said Company for the consideration and on terms and conditions more particularly set out therein.
- xxi. By a Power of Attorney dated 02/09/2021 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. KLN2-16196-2021, the said 1) Sukrya Shankar Bhandari, 2) Hausabai Kashinath Patil, 3) Girijabai Narayan Patil, 4) Harishchandra Shankar Bhandari, 5) Hari Shankar Bhandari, 6) Mukund Shankar Bhandari, 7) Kaluram Krishna Bhandari, 8) Nivrutti Krishna Bhandari, 9) Nirmala Shivaji Gulvi, 10) Laxmi Ananta Bhandari, 11) Sandesh

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Ananta Bhandari, 12) Vijayanta Ananta Bhandari, 13) Rohini Annata Bhandari, 14) Nil Dnyaneshwar Bhandari (minor), 15) Atharv Dnyaneshwar Bhandari (minor), 16) Mamta Dnyaneshwar Bhandari, 17) Pravin Balaram Bhandari, 18) Arvind Balaram Bhandari, 19) Manisha Vinod Bhoir, 20) Sangita Premnath Bhoir, 21) Nita Rohidas Patil and 22) Nirmala Balaram Bhandari (therein referred to as 'Vendors'), in favour of representative of Macrotech Developers Limited, the Vendors granted powers and authorities to the representatives of Macrotech Developers Limited to do various acts, deeds, matters and things for and on their behalf in respect of the property bearing Survey No. 212/7B admeasuring 469 sq.mtr. or thereabout and carry out development thereon.

- xxii. By Deed of Conveyance dated 02/03/2022 executed and registered under Serial No. KLN2-4833-2022 with Sub-Registrar Thane, 1) Sukrya Shankar Bhandari, 2) Hausabai Kashinath Patil, 3) Girijabai Narayan Patil, 4) Harishchandra Shankar Bhandari, 5) Hari Shankar Bhandari, 6) Mukund Shankar Bhandari, 7) Kaluram Krishna Bhandari, 8) Nivrutti Krishna Bhandari, 9) Nirmala Shivaji Gulvi, 10) Laxmi Ananta Bhandari, 11) Sandesh Ananta Bhandari, 12) Vijayanta Ananta Bhandari, 13) Rohini Annata Bhandari, 14) Nil Dnyaneshwar Bhandari (minor), 15) Atharv Dnyaneshwar Bhandari (minor), 16) Mamta Dnyaneshwar Bhandari, 17) Pravin Balaram Bhandari, 18) Arvind Balaram Bhandari, 19) Manisha Vinod Bhoir, 20) Sangita Premnath Bhoir, 21) Nita Rohidas Patil and 22) Nirmala Balaram Bhandari (therein referred to as a 'Vendors') sold, conveyed, transferred and assured to and unto Macrotech Developers Limited (hereinafter referred to as '**Company**') (therein referred to as 'Purchaser'), the property bearing Survey No. 212/7B admeasuring 469 sq.mtr. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein.

**(i) Survey No. 212/7C ("Twelfth Property")**

- i. As per Mutation Entry No. 237 dated 20/09/1952 it is recorded that the property bearing Survey No. 212/7 had been declared as Fragments and reflected in the name of Shankar Kathodi Bhandari.
- ii. As per Mutation Entry No.656 dated 26/10/1972, it is recorded that on 22/04/1968, Shankar Kathodi Bhandari sold and conveyed the property bearing Survey No. 212/7P admeasuring 575 sq.yards or thereabout in favour of Madhukar Raghunath Deshmukh for valuable consideration.
- iii. As per Mutation Entry No. 991 dated 11/10/1993, it is recorded that on the death of Madhukar Raghunath Deshmukh on 17/09/1989, names of his legal heirs viz. i) Shaila Arvind Karnik and (ii) Malti Madhukar Deshmukh, were entered on 7/12 extract in respect of property bearing Survey No. 212/7C.
- iv. As per Mutation Entry No. 1098 dated 27/01/2004, it is recorded that pursuant to letter bearing No. Hakkanond/T-10/7/12/03, dated 18/12/2003, issued by under Section 155 of Maharashtra Land Revenue Act 1966 ("Act"), on account of computerization of land revenue records, New Survey Numbers were assigned in respect of the Old Survey No. 212/7P i.e. New Survey No. 212/7C admeasuring 480 sq.mtr. or thereabout.
- v. As per Mutation Entry No. 1377 dated 01/04/2010, it is recorded that on the death of Malti Madhukar Deshmukh on 04/11/1997, name of his legal heir viz. Shaila Arvind Karnik, was entered on 7/12 extract in respect of property bearing Survey No. 212/7C.
- vi. As per Mutation Entry No. 1906 dated 23/03/2015, it is recorded that by Deed of Conveyance dated 14/07/2010 registered under Sr. No. 4123/2010, Shaila Arvind Karnik sold and conveyed property bearing Survey No. 212/7C admeasuring 481

- sq.mtr. or thereabout in favour of Bharat Narottamdas Narsana for valuable consideration.
- vii. As per Mutation Entry No. 1910 dated 27/03/2015, it is recorded that by Deed of Conveyance dated 27/11/2014 registered under Sr. No. KLN1-8694-2014, Bharat Narottamdas Narsana & Others sold and conveyed property bearing Survey No. 212/7C admeasuring 481 sq.mtr. or thereabout in favour of Ashwin Hariram Gajra for valuable consideration.
- viii. Mutation Entry No. 2430 is not made available on the date of this Title Report.
- ix. By Deed of Conveyance dated 09/07/2015 ("**Conveyance Deed**") executed and registered under Serial No. KLN1-5909-2015 with Sub-Registrar Kalyan, Ashwin Hariram Gajra (therein referred to as a 'Vendors') sold, conveyed, transferred and assured to and unto Palava Dwellers Private Limited (hereinafter referred to as '**Company**') (therein referred to as 'Purchaser'), property bearing Survey No. 212/7C admeasuring 481 sq.mtr. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein.
- x. By a Power of Attorney dated 09/07/2015 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. KLN1-5910-2015, the said Ashwin Hariram Gajra (therein referred to as 'Vendors'), in favour of 1) Bhalchandra Kathe and 2) Sandip Patil representative of Palava Dwellers Private Limited, the Vendors granted powers and authorities to the representatives of Palava Dwellers Private Limited to do various acts, deeds, matters and things for and on their behalf in respect of the property bearing Survey No. 212/7C admeasuring 481 sq.mtr. or thereabout and carry out development thereon.

**(j) Survey No. 212/7D and 212/7E ("Thirteenth Property" and "Fourteenth Property")**

- i. As per Mutation Entry No. 237 dated 20/09/1952 it is recorded that the property bearing Survey No. 212/7 had been declared as Fragments and reflected in the name of Shankar Kathodi Bhandari.
- ii. As per Mutation Entry No.771 dated 15/10/1977, it is recorded that pursuant to Order bearing No. TNC/SR/403/67-68, dated 25/03/1968 issued by Assistant Collector, Thane on 22/04/1968, Shankar Kathodi Bhandari sold and conveyed the property bearing Survey No. 212/7P admeasuring 575 sq.yards or thereabout in favour of Lakhmichand Vitthaldas Gandhi for valuable consideration.
- iii. As per Mutation Entry No.772 dated 15/10/1977, it is recorded that pursuant to Order bearing No. TNC/SR/403/67-68, dated 25/03/1968 issued by Assistant Collector, Thane on 25/03/1968, Shankar Kathodi Bhandari sold and conveyed the property bearing Survey No. 212/7P admeasuring 575 sq.yards or thereabout in favour of Markardi Pailuji Madewar for valuable consideration.
- iv. As per Mutation Entry No. 1098 dated 27/01/2004, it is recorded that pursuant to letter bearing No. Hakkanond/T-10/7/12/03, dated 18/12/2003, issued by under Section 155 of Maharashtra Land Revenue Act 1966 ("Act"), on account of computerization of land revenue records, New Survey Numbers were assigned in respect of the (i) Old Survey No. 212/7P i.e. New Survey No. 212/7D admeasuring 480 sq.mtr. or thereabout and (ii) Old Survey No. 212/7P i.e. New Survey No. 212/7E admeasuring 470 sq.mtr. or thereabout.
- v. As per Mutation Entry No. 1260 dated 03/10/2008, it is recorded that on the death of Lakhmichand Vitthaldas Gandhi on 23/05/1999 and his wife Mohini Lakhmichand Gandhi (since deceased) and his son Anil Lakhmichand Gandhi (since deceased), name of his legal heir viz. 1) Karishma Anil Gandhi, 2) Radhika Anil Gandhi (minor) and 3) Divyesh Anil Gandhi (minor) minors through represented their mother and natural guardian of Karishma Anil Gandhi, were entered on 7/12 extract in respect of property bearing Survey No. 212/7D.
- vi. As per Mutation Entry No. 1271 dated 01/12/2008, it is recorded that by Deed of Conveyance dated 24/11/2008 registered under Sr. No. 6370/2008, 1) Karishma Anil Gandhi, 2) Radhika Anil Gandhi (minor) and 3) Divyesh Anil Gandhi (minor) minors through represented their mother and natural guardian of Karishma Anil



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- Gandhi sold and conveyed property bearing Survey No. 212/7D admeasuring 480 sq.mtr. or thereabout in favour of Deepak Namdev Patil for valuable consideration.
- vii. As per Mutation Entry No. 1444 dated 04/08/2010, it is recorded that by Deed of Conveyance dated 07/04/2010 registered under Sr. No. 2179/2010, Markardi Pailuji Madewar sold and conveyed property bearing Survey No. 212/7E admeasuring 480 sq.mtr. or thereabout in favour of Deepak Namdev Patil and Tanaji Sitaram Patil for valuable consideration.
- viii. Mutation Entry No. 2093 is reflecting rectification and reconciliation of land record as per the Order of Tahsildar. Nevertheless this entry is not having any effect on the title of the property bearing Survey No. 212/D
- ix. Mutation Entry No. 2430 is not made available on the date of this Title Report.
- x. By Deed of Conveyance dated 08/09/2016 executed and registered under Serial No. KLN1-9209-2016 with Sub-Registrar Kalyan, 1) Deepak Namdev Patil and 2) Tanaji Sitaram Patil (therein referred to as a 'Vendors') sold, conveyed, transferred and assured to and unto Palava Dwellers Private Limited (hereinafter referred to as '**Company**') (therein referred to as 'Purchaser'), property bearing Survey No. 212/7D admeasuring 481 sq.mtr. or thereabout and property bearing Survey No. 212/7E admeasuring 481 sq.mtr. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 2019 dated 06/10/2016 records the above transaction and the name of Lodha Dwellers Private Limited entered and recorded in the 7/12 extracts as landowner in respect of the property bearing Survey No. 212/7D admeasuring 481 sq.mtr. or thereabout and property bearing Survey No. 212/7E admeasuring 481 sq.mtr. or thereabout.

## **(k) Survey No. 260/1B ("Sixteenth Property")**

- i. As per Mutation Entry No.328 dated 24/09/1953, it is recorded that as Balya Raja Patil was cultivating of the property bearing Survey No. 260/1 entered as Evacuee as aforesaid, and as such the name of the said Cultivator was entered as Protected Tenant in 7/12 Extract in respect of the property bearing Survey No. 260/1.
- ii. As per Mutation Entry No. 401 dated 07/12/1956, it is recorded that the notation of Evacuee was deleted and the names of 1) Shirinbai Manekji, 2) Jahangir Manekji, 3) Edulji Manekji, once again were entered on 7/12 extract in respect of the property bearing Survey No. 260/1 comprised in Survey Numbers mentioned hereinabove.
- iii. Mutation Entry No.479 is not relevant to the portion of the property bearing Survey No. 260/1P.
- iv. Mutation Entry No. 644 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957. Thus, the measurement of the said Property was shown in Decimal system (Metric system).
- v. As per Mutation Entry No.661 dated 27/03/1973, it is recorded that pursuant to the Order No. ALT-129, dated 22/05/1969, passed by Tenancy Agriculture Land Tribunal and Additional Mamlatdar Kalyan u/s. 32G Maharashtra Tenancy and Agricultural Lands Act, 1948 ("**said Act**"), the Protected Tenant viz. Janu Dharma Patil agreed to acquire as Tenant Purchaser the property bearing Survey No. 260/1P belonging to Shirinbai Manekji, the Owner thereof, for valuable consideration to be paid in instalments, subject to provision of Section 43 of the said Act. Pursuant thereto the name of the said Tenant Purchaser entered and recorded in the 7/12 Extracts as Land Holder/Owner thereof. Thus, an

encumbrance of sale price in the name of Shirinbai Manekji entered and recorded in the Other Rights Column in respect of the property bearing Survey No. 260/1P.

- vi. As per Mutation Entry No. 1098 dated 27/01/2004, it is recorded that pursuant to letter bearing No. Hakkanonnd/T-10/7/12/03, dated 18/12/2003, issued by under Section 155 of Maharashtra Land Revenue Act 1966 ("Act"), on account of computerization of land revenue records, New Survey Numbers were assigned in respect of the property bearing Survey No. 260/1P i.e. New Suvey No. 260/1B admeasuring 2200 sq.mtrs. or thereabout.
- vii. As per Mutation Entry No. 1280 date 02/02/2009, it is recorded that the said Sale/purchase price evaluated in Order under section 32G of the said Act mentioned in clause no. 4 (II)(f) was paid by the legal heirs of deceased Tenant Purchaser viz. Janu Dharma Patil and the said entry of encumbrance of Shirinbai Manekji & Others in the other rights column of the property bearing Survey No. 260/1P admeasuring 2 acre 33 gunthas or thereabout was deleted and a Certificate No. 993/2007 issued in the name of Janu Dharma Patil under Section 32M of the said Act.
- viii. As per Mutation Entry No. 1281 dated 02/02/2009, it is recorded that on the death of Janu Dharma Patil on 02/10/2003, names of his legal heirs viz. 1) Lahu Janu Patil, 2) Ankush Janu Patil, 3) Bhagwan Janu Patil, 4) Maruti Janu Patil, 5) Yesubai Nago Bhagyawant, 6) Savitribai Bhagwan Patil and 7) Manisha Shravan Bhoir, were entered on 7/12 extract in respect of the property bearing Survey No. 260/1B.
- ix. As per Mutation Entry No. 1703 dated 04/09/2012, it is recorded that by registered Release Deed dated 16/07/2010 executed and registered under Sr. No. 4178/2010, 1) Yesubai Janu Patil, 2) Savita Janu Patil, 3) Manisha Janu Patil have released and relinquished their undivided rights in the property bearing Survey No. 260/1B in favour of 1) Lahu Janu Patil, 2) Ankush Janu Patil, 3) Bhagwan Janu Patil and 4) Maruti Janu Patil.
- x. By Agreement for Sale dated 31/10/2013 ("**Agreement for Sale**") executed between Shri. Babusing Rajguru (hereinafter referred to as '**Purchaser**') and 1) Lahu Janu Patil, 2) Ankush Janu Patil, 3) Bhagwan Janu Patil and 4) Maruti Janu Patil, (therein referred to as 'Vendors') and Viki Ramesh Patil (hereinafrer referred to as 'Confirming Party'), registered with Sub-Registrar of Assurances at Kalyan under Serial No. KLN1-7469-2013, the said Vendors with confirmation of Confirming Party therein inter alia agreed to sell their respective undivided right, title and interest in the property bearing Survey No. 260/1B to Purchaser and also granted development rights in respect of property bearing Survey No. 260/1B unto the said Purchaser for the consideration and on terms and conditions more particularly set out therein.
- xi. By a Power of Attorney dated 31/10/2013 executed and registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No. 406/2013, the said 1) Lahu Janu Patil, 2) Ankush Janu Patil, 3) Bhagwan Janu Patil and 4) Maruti Janu Patil, (therein referred to as 'Vendors') and Viki Ramesh Patil (hereinafrer referred to as 'Confirming Party'), in favour of Shri. Babusingh Rajguru, the Vendors granted powers and authorities to Shri. Babusingh Rajguru to do various acts, deeds, matters and things for and on their behalf in respect of the property bearing Survey No. 260/1B and carry out development thereon.
- xii. By Deed of Conveyance dated 25/06/2014 ("**Conveyance Deed**") executed and registered under Serial No. KLN1-4773-2014 with Sub-Registrar Kalyan, 1) Lahu Janu Patil, 2) Ankush Janu Patil, 3) Bhagwan Janu Patil and 4) Maruti Janu Patil, (therein referred to as 'Vendors') with confirmation of Viki Ramesh Patil (hereinafrer referred to as 'Confirming Party') sold, conveyed, transferred and assured to and unto Shri. Babusingh Rajguru (therein referred to as 'Purchaser'), property bearing Survey No. 260/1B for valuable consideration and on such terms, covenants and conditions stated therein.
- xiii. By Deed of Conveyance dated 14/01/2016 executed and registered under Serial No. KLN1-461-2016 with Sub-Registrar Kalyan, Shri. Babusingh Rajguru (therein referred to as a 'Vendor') sold, conveyed, transferred and assured to and unto Palava Dwellers Private Limited (therein referred to as 'Purchaser'), the Property

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B.A.L.L.B.

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bearing Survey No. 260/1B admeasuring 2200 sq.mtrs. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 1982 records the above transaction and the name of Palava Dwellers Private Limited entered and recorded in the 7/12 extracts as Landowner in respect of the Property bearing Survey No. 260/1B admeasuring 2200 sq.mtrs. or thereabout.

(C) **PERMISSIONS, ORDERS AND NOTIFICATIONS**

- (a) 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, 24/05/2014, 06/11/2015 and 20/04/2016 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 Private Limited, 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.
- (b) I note that Notification No. 1 of 2016 dated 01/01/2016 published in Official Gazette of Maharashtra there is an amendment of Section 63 of Maharashtra Tenancy and Agricultural Land Act, 1948 by inserting Section 63-1C and Section 63-1A in Sub Section 1(a), (b), (c) and (d) sub Section 2 (a), (b), Sub Section 3, Sub Section 4 by replacing Special Township Project with a word Integrated Township Project and added Sub Section 5 with explanation (i) in clause (a), (ii) in clause (aa). In the said Notification it is inter alia stated that agricultural land which is to be used for Special Township Project (Integrated Township Project) the permission to acquired the said Land is not restricted for the certain period.
- (c) By an Order No. TNC-2708/1019/PRA.KR.584/L-9 dated 07/07/2009 and 17/11/2015 thereto, the Competent Authority, Department of Revenue and Forest has granted to M/s. Anant Developers Pvt. Ltd. permission under section 63 (1A) of Sub-Section (1), 63(FA) under Bombay Tenancy and Agricultural Land Act, 1948 as amended, for acquirement of said 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.
- (d) I note that Notification No. Revenue/K-1/T-7/Antarli-Khoni-Hedutane-Kole, Tal. Kalyan/Umbroli, Tal. Ambarnath/ISTP/Drawing/SR-22/2017 dated 21/06/2017 issued by Collector Office, Thane for Integrated Special Township Project replaced by Integrated Township Project for the notified area inter alia includes Thane 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 land under approve Master Layout Plan shall be considered as Deemed N.A No separate permission shall be required under the provisions of Maharashtra Land Revenue Code, 1966 and be assessed accordingly.

(D) **REORGANIZATION AND RESTRUCTURING**

- (a) Pursuant to the Fresh Certificate of Incorporation dated 6<sup>th</sup> May 2014 consequent to change of name issued by the Registrar of Companies, the name of the said Lodha Dwellers Private Limited has been changed to 'Palava Dwellers Private Limited.'
- (b) By Order dated 09/01/2018 in Company Scheme Petition No. 896 of 2017 and 889 of 2017 filed by Palava Dwellers Private Limited and others (Transferors) along with Company Petition No. 894 of 2017 filed by Lodha Developers Private Limited (Transferee) whereby the said Palava Dwellers Private Limited was ordered to be amalgamated with Lodha Developers Limited in terms of the said Order and on terms and conditions stated in the Scheme of Amalgamation annexed thereto. By virtue of the said Order the entire business and undertaking of Palava Dwellers

Private Limited including the said Property have been transferred to and vested in Lodha Developers Private Limited. In the premises aforesaid, Lodha Developers Private Limited became entitled to the said Property as an absolute Owner thereof. Pursuant to this Order dated 11<sup>th</sup> January 2018 and as per the corporate arrangement of amalgamating Companies, Palava Dwellers Private Limited bearing CIN No. U70100MH2017PTC292371 is now entitled to the said Property and Additional Land as absolute Owner thereof.

- (c) Subsequently, fresh Certificate of Incorporation dated 14.03.2018 consequent upon the conversion from Private Company to public Company was issued by Registrar of Companies under section 18 of the Companies Act 2013 for the conversion of Lodha Developers Private Limited to Lodha Developers Limited. By reason whereof, the name of the Lodha Developers Private Limited has changed to Lodha Developers Limited with effect from 14.03.2018.
- (d) By Order dated 28/03/2018 in Company Scheme Petition No. 1072 of 2017 filed by Anant Developers Private Limited and other (Transferors) along with filed by Lodha Developers Private Limited (Transferee) whereby the said Anant Developers Private Limited was ordered to be amalgamated with Lodha Developers Limited in terms of the said Order and on terms and conditions stated in the Scheme of Amalgamation annexed thereto. By virtue of the said Order the entire business and undertaking of Anant Developers Private Limited including the said Property have been transferred to and vested in Lodha Developers Private Limited. In the premises aforesaid, Lodha Developers Private Limited became entitled to the said Property as an absolute Owner thereof.
- (e) By a Certificate of Incorporation dated 24<sup>th</sup> May 2019, pursuant to the change of name under the provision of Rule 29 of Companies (Incorporation) Rules 2014 issued by Registrar of Companies, it is certified that name of the Company changed from Lodha Developers Limited to Macrotech Developers Limited with effect from and on the date of the said Certificate.
- (f) **By Order dated 26/10/2021 in Company Scheme Petition (CAA) No. 136/MB/2021 connected with Company Application (CAA) No. 985/MB of 2020 filed by Palava Dwellers Private Limited (Transferor Company) as First Petitioner and Macrotech Developers Limited (Transferee Company) as Second Petitioner whereby the said Palava Dwellers Private Limited was ordered to be amalgamated with Macrotech Developers Limited in terms of the said Order and on terms and conditions stated in the Scheme of Amalgamation annexed thereto. By virtue of the said Order the entire business and undertaking of Palava Dwellers Private Limited including the said Property have been transferred to and vested in Macrotech Developers Limited. In the premises aforesaid, Macrotech Developers Limited became entitled to the said Property as an absolute Owner thereof.**

(E) **MORTGAGE**

By Indenture of Mortgage dated 30/09/2022 executed by and between Macrotech Developers Limited as the Borrower/Mortgagor-1, Homecrest Construction Private Limited as the Mortgagor-2 and RBL Bank Limited as the Bank/Mortgagee and registered under No.KLN2-22324-2022 with the Sub-Registrar of Assurances at Kalyan wherein the Borrower/ Mortgagor for due repayment of mortgage debts, mortgaged land inter alia comprising in land Survey No. 55/2A of Village Khoni more particularly stated in the said Deed of Mortgage, as an by way of security on terms, covenants and conditions stated therein.

(F) **LITIGATION**

There is pending Suit being Regular Civil Suit No. 28/2021 by Manik Pandurang Patil and another (Plaintiffs) against Lahu Janu Patil and Others (Defendants) filed before Civil Court Junior Division Kalyan. In the said Suit Plaintiffs is seeking prayer for Specific Relief Act under Section 34 and 37. Lodha Developers Limited have taken out application for making Party Defendant it is affected by the said litigation in respect of the property bearing Survey No. 25/2A, 25/2B, 260/1A and 260/1B of Hedutane Village and same is pending. However, there is no interim restraining order passed against the Defendants and Lodha Developers Limited which affect development of the said Property.

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(G) **SEARCH REPORT**

(i) **SEARCH OF LAND RECORD IN THE OFFICE OF CONCERNED SUB REGISTRAR**

My client has taken search through its department on Online Portals of Inspector of General Registration (IGR Maharashtra) website for the year 2002 to 2023. Besides, my client has also taken manual search for the year 1992 to 2001. Save & except Mortgage dated 30/09/2022, there is no registered document evidencing creation of adverse interest in the said Property.

(ii) **ROC Search Report:**

I have relied upon ROC Search Report dated 16/05/2023, issued by Sharatkumar Shetty & Associates (Company Secretaries). Upon perusal of the search report I note that save and except, the mortgage created in favour of RBL Bank Limited, dealt in detail herein above, the search report does not reveal any adverse entry/ies in respect of the Property.

(H) **REVENUE RECORDS**

- i) Online digital certified 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded reflects in the name (i) Palava Dwellers Private Limited for land admeasuring 21955 sq.mtrs. or thereabout, (ii) Gajanan Dagdu Thombare for land admeasuring 1000 sq.mtrs. or thereabout and (iii) Mumbai Metropolitan Regional Development Authority (MMRDA) for land admeasuring 1585 sq.mtrs. or thereabout as Land Holders of the First Property in Khoni Village. I note that land record is so far not mutated in the name of Macrotech Developers Limited, pursuant to the restructuring and reorganisation of the Palava Dwellers Private Limited Private Limited. Tenure of land is shown as Occupational Class-I.
- ii) Online digital certified 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the name Palava Dwellers Private Limited as the Land Holder of the Second Property and Third Property of Khoni Village. I note that land record is so far not mutated in the name of Macrotech Developers Limited, pursuant to the restructuring and reorganisation of the Palava Dwellers Private Limited Private Limited. Tenure of land is shown as Occupational Class-I.
- iii) Online digital certified 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the name Palava Dwellers Private Limited as the Land Holder of the Fifth Property, Twelfth Property and Thirteenth Property of Hedutane Village. I note that land record is so far not mutated in the name of Macrotech Developers Limited, pursuant to the restructuring and reorganisation of the Palava Dwellers Private Limited Private Limited. Tenure of land is shown as Occupational Class-I.
- iv) Online digital certified 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded therein reflected in the name Macrotech Developers Limited as the Land Holder of the Fourth Property, Sixth Property, Eighth Property, Ninth Property, Tenth Property, Fourteenth Property, Fifteenth Property and Sixteenth Property of Hedutane Village. Tenure of land is shown as Occupational Class-I.
- v) Online digital certified 7/12 Extract (Record of Rights) from Portal of <https://bhulekh.mahabhumi.gov.in/> uploaded reflects in the name (i) Macrotech Developers Limited for land admeasuring 11376 sq.mtrs. or thereabout and (ii)

Mumbai Metropolitan Regional Development Authority (MMRDA) for land admeasuring 1284 sq.mtrs. or thereabout as Land Holders of the Seventh Property in Hedutane Village. Tenure of land is shown as Occupational Class-I.

- vi) Online digital certified 7/12 Extracts (Record of Rights) for the year 2019 uploaded on Portal of <https://bhulekh.mahabhumi.gov.in/> reflects names of Girijabai Narayan and 22 Others as Land Holders of the Eleventh Property in Hedutane Village. I note that pland record is so far not mutated in the name of Macrotech Developers Limited, pursuant to Deed of Conveyance dated 02/03/2022 executed and registered under Sr. No. KLN2-4833-2022 with the office of Sub Registrar Kalyan-2, by Sukrya Shankar Bhandari & Others in favour of Macrotech Developers Limited. Tenure of land is shown as Occupational Class-I.

There are notations in Other Rights Column of respective 7/12 extracts of (i) the Fragments for Eighth Property, Tenth Property and Twelfth Property, (ii) name of Anant Developers Private Limited reflected as the Developer for Eighth Property and (iii) the permission is granted for said Fifteenth Property and Sixteenth Property are Non-agriculture use by the Collector Thane.

My Legal Title Report is based on provisions of applicable laws, prevailing at the present time and the facts of the matter, as I understand them to be my understanding is based upon and limited to information provided to me. Any variance of the facts or of law may caused corresponding change in my Legal Title Report.

Dated this 14<sup>th</sup> day of June, 2023.



**(K. P. Mahajan)**  
**Advocate High Court, Bombay**