

3/10/2023

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that the carpet areas of building 'Magnolias', (Building Type 'F' as per amended Municipal Drawing) in residential building project 'Neelkanth Greens' on plot bearing S.No. 312/1A, 312/1B, 316(Pt), 318/1D/1, 318/1D/2, 319/1A, 319/1B/1, 319/1B/2, at village Majiwade, Tal & Dist. Thane, are as follows:-

Building Type F				
Sr. No.	Floor	No. of floor	No. of Shop	Carpet as per MOFA (In Sq.M.)
1	Ground floor	1	1	64.05
			2	81.06
			3	60.24
			4	65.99
			5	78.09
			6	64.12
			7	53.12
2	1 <sup>st</sup> Commercial floor	1	1	24.25
			2	19.96
			3	30.80
			4	17.86
			5	30.30
			6	20.95
			7	21.87
			8	17.86
			9	30.80
			10	19.99
			11	24.33
			12	48.40
			13	46.25
			14	46.89
3	2 <sup>nd</sup> , 3 <sup>rd</sup> Commercial floor	2	1	24.25
			2	19.96
			3	30.80
			4	17.86
			5	30.30
			6	20.95
			7	21.87
			8	17.86

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			9	30.80
			10	19.99
			11	24.33
			12	48.40
			13	35.76
			14	29.20
			15	29.34
			16	35.99
4	4 <sup>th</sup> , 5 <sup>th</sup> & 7 <sup>th</sup> to 9 <sup>th</sup> , 11 <sup>th</sup> to 14 <sup>th</sup> , 16 <sup>th</sup> to 19 <sup>th</sup> , 21 <sup>st</sup> to 24 <sup>th</sup> & 26 <sup>th</sup> to 28 <sup>th</sup> floors	20	1	87.56
			2	66.47
			3	66.47
			4	87.56
			5	66.71
			6	66.61
5	6 <sup>th</sup> (Refuge) floor	1	1	87.56
			2	-----
			3	66.47
			4	87.56
			5	66.71
			6	66.61
6	10 <sup>th</sup> , 15 <sup>th</sup> , 20 <sup>th</sup> , 25 <sup>th</sup> Refuge floor	4	1	105.92
			2	-----
			3	66.47
			4	87.56
			5	66.71
			6	66.61

For SAAKAAR

*Sandeep Prabhu*

Ar. Sandeep Prabhu  
Reg. No. CA- 92/14860

3 /10/2023

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that RERA Carpet areas of building 'Magnolias', (Building Type 'F' as per amended Municipal Drawing) in residential building project 'Neelkanth Greens' on plot bearing S.No. 312/1A, 312/1B, 316(Pt), 318/1D/1, 318/1D/2, 319/1A, 319/1B/1, 319/1B/2, at village Majiwade, Tal & Dist. Thane, are as follows.

Sr. No.	Floor	Flat No.	Flat Type	Total No. of Units	Carpet Area as per RERA In Sq.M.
1	Ground Floor	1	SHOP	1	67.32
		2	SHOP	1	83.03
		3	SHOP	1	63.07
		4	SHOP	1	69.16
		5	SHOP	1	80.15
		6	SHOP	1	68.11
		7	SHOP	1	54.16
2	1st Floor	1	Office	1	25.04
		2	Office	1	20.92
		3	Office	1	31.08
		4	Office	1	18.14
		5	Office	1	30.30
		6	Office	1	22.10
		7	Office	1	21.87
		8	Office	1	18.14
		9	Office	1	31.08
		10	Office	1	20.95
		11	Office	1	25.59
		12	Office	1	49.49
		13	Office	1	47.67
		14	Office	1	48.40
3	2 <sup>nd</sup> & 3 <sup>rd</sup> Floor	1	Office	2	25.04
		2	Office	2	20.92
		3	Office	2	31.08
		4	Office	2	18.14
		5	Office	2	30.30
		6	Office	2	22.10
		7	Office	2	21.87

		8	Office	2	18.14
		9	Office	2	31.08
		10	Office	2	20.95
		11	Office	2	25.58
		12	Office	2	49.49
		13	Office	2	36.76
		14	Office	2	29.54
		15	Office	2	29.67
		16	Office	2	36.86
4	4 <sup>th</sup> , 5 <sup>th</sup> & 7 <sup>th</sup> to 9 <sup>th</sup> , 11 <sup>th</sup> to 14 <sup>th</sup> , 16 <sup>th</sup> to 19 <sup>th</sup> , 21 <sup>st</sup> to 24 <sup>th</sup> & 26 <sup>th</sup> to 28 <sup>th</sup> floors	1	3BHK	20	91.92
		2	2BHK	20	68.80
		3	2BHK	20	68.80
		4	3BHK	20	91.92
		5	2BHK	20	69.89
		6	2BHK	20	69.87
5	6 <sup>th</sup> (Refuge) floor	1	3BHK	1	91.92
		2	2BHK	1	-----
		3	2BHK	1	68.80
		4	3BHK	1	91.92
		5	2BHK	1	69.89
		6	2BHK		69.87
6	10 <sup>th</sup> , 15 <sup>th</sup> , 20 <sup>th</sup> , 25 <sup>th</sup> Refuge floor	1	4BHK	4	111.35
		2	2BHK	4	-----
		3	2BHK	4	68.80
		4	3BHK	4	91.92
		5	2BHK	4	69.89
		6	2BHK	4	69.87

As per Real Estate (Regulation & Development) Act, 2016, "Carpet area" means the net usable floor area of an apartment, excluding the area covered by external walls, areas under services shafts, exclusive balcony or verandah area & exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Above mentioned areas are as per Maharashtra Real Estate Regulatory Authority Circular No. 4/2017 dated 14/06/2017. Certified Carpet area is from brick wall to brick wall and as per Real Estate (Regulation & Development) Act, 2016 above area may vary by +/- 3% than certified area at time of actual measurement due to the structural members and the thickness of the wall finishing.

This certificate is issued on request of the client.

For SAAKAAR



Ar. Sandeep Prabhu  
Reg.No. CA-92/14860

*To:  
Kenkre*

- President:**  
Easank Builders Pvt. Ltd
- Immediate Past President:**  
Aparna Realty
- President-Elect:**
- Vice Presidents:**
- Hon. Secretary:**  
Mentor Group
- Joint Secretary:**
- Treasurer:**
- Asst. Treasurer:**
- Committee Members:**
- Invitee Members:**
- Advisors:**  
Kenkre Properties Pvt. Ltd
- Founders:**  
Siddhant Developers Pvt. Ltd
- Founder President:**

Ref no: - MCHI-T 0138 PC

November 26, 2012

**Sub: - "Requirement of Membership Details"**

To,  
Mr. Mukesh Patel  
Neelkanth Mansions & Infrastructure P Ltd  
Ghatkoper

Dear Sir,


Greetings from MCHI CREDAI – Thane!!!

You are our esteemed member who is associated with us for a very long time now. We really value your membership and more than that, the bond that you have created with us over the time.

While going through our records we found that we do not have your membership application form with us. Since this is a preliminary requirement, kindly fill up the enclosed application form giving details of your company and send it to us at the earliest.

Thanking you in anticipation.

Yours Faithfully,

  
Uday Kenkre  
COO

Organization Profile of the Applicant seeking Membership of  
 MAHARASHTRA CHAMBER OF HOUSING INDUSTRY- Thane Unit

- > Name of the Organization : NEELKANTH MANSIONS & INFRASTRUCTURE BUILDERS & DEVELOPERS. PVT. LTD.
- > Nature of the Organization : BUILDERS & DEVELOPERS. PVT. LTD.
- > Address for Correspondence : 5TH FLOOR, FINE HOUSE ANANDJI LANE, NEAR POOJA HOTEL M.G. ROAD, GHATKOPAR-EAST MUMBAI-400 033.

> Proprietor / Partners / Directors :

Sr. No	Name	Residential Address	Contact no.
1.	MUKESH MOHAN PATEL	5TH FLOOR, FINE HOUSE ANANDJI LANE, M.G. ROAD GHATKOPAR-E, MUMBAI-33	21021025
2.	NIRAJ MOHAN PATEL	SAME AS ABOVE.	21021025

> Who will represent the Organization

- a. MUKESH MOHAN PATEL
- Alternatively, b. NIRAJ MOHAN PATEL.

> Contact No. (Office)

- Telephone/s with STD Code : 022-21021025 / 21022040
- Fax with STD Code : 022-21025930
- Mobile : —
- Email : accounts@neelkanthgroup.com
- Website : www.neelkanthgroup.com.

> Year of Establishment : 1938

> Details of Construction / Land Development undertaken for Builders:

- A. No. of projects completed until date (With Names & Addresses)
  - NEELKANTH GREENS  
 HILL CREST SOCIETY, NEAR JIJINI WADI, PHASE-III.  
 BETWEEN NEELKANTH WOODS & UNIABEX CO.  
 GHODBUNDER ROAD, THANE-WEST.
  - NEELKANTH PALMS.  
 NEAR TATVAGYAN VIDHYAPETH, KAPURWADI JN.  
 THANE-WEST.

**KNOW YOUR MEMBER**

Dear Member,

MCHI-Thane is in the process of organising various seminars pertaining to different aspects in the Real Estate Industry. To ensure that you get our regular communication and valuable information reaches the right department, we request you to please update the following details:

Company Name: NEELKANTH MANSIONS & INFRASTRUCTURE PVT.LTD.

Designation	Name	Tel	Mobile	Email
Director	NIRAJ M.PATEL	-	-	nirajpatel@neelkanthgroup.com
CEO/COO	MUKESH M.PATEL	-	-	mukeshpatel@neelkanthgroup.com
Managing Director - CM.	MOHAN V.PATEL	-	-	nirajpatel@neelkanthgroup.com
Advertising, Media & PR	SHEETAL JADHAV	-	-	shitalpawar@neelkanthgroup.com
Market Research	JAYESH JAIN	-	-	Jayeshjain@neelkanthgroup.com
Sales Head	JEETSINGH RAWAT	-	-	Jeetsingh@neelkanthgroup.com
Marketing Head	JEETSINGH RAWAT	-	-	Jeetsingh@neelkanthgroup.com
Legal Head	NILESH DESAI	-	-	nileshdesai@neelkanthgroup.com
Purchase Head	NIRAJ M.PATEL	-	-	nirajpatel@neelkanthgroup.com
Accounts Head	DEEPAK SHAH	-	-	deepakshah@neelkanthgroup.com
Planning & Design Head	OUTSOURCED			

Primary email ID for all types of communication mukeshpatel@neelkanthgroup.com.

We earnestly request to fill in the details to expedite the up-gradation of our database.

In case the members still want to receive such relevant information even on one Email ID please advice accordingly.

Form Filled by:

For Neelkanth Mansions and Infrastructure Pvt. Ltd.

Signature:

[Handwritten Signature]

Thank You

Director / Authorised Signatory

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**MCHI**  
**Managing Committee**  
**2010 - 2011**

**President**  
Sunil Mantri

**Associate Past President**  
Pravin Doshi

**Vice President**  
Paras Gundecha

**Presidents**  
Vimal Shah  
Dharmesh Jain  
Nayan Shah  
Mayur Shah

**Secretary**  
Deepak Goradia

**Joint Secretaries**  
Roshni Kanakia  
Harish Patel  
Rajan Bandekar

**Treasurer**  
Ajay Mohanani

**Treasurers**  
Mukesh Patel  
L. P. Bhagtoni

**Coordinators**  
Nanesh Shah - President  
(MCHI Thane Unit)  
Boman Irani - President  
(MCHI Mira Virar City Unit)  
Sukhraj Nahor

**Executive Members**  
Sandeep Raheja  
Bandish Ajmera - President  
(MCHI Kalyan-Dombivli Unit)  
Sujal Shroff  
Parag Munot  
Sandeep Runwal  
Vikas Walawalkar  
Jayesh Shah  
Puji Aggarwal

**Members**  
Nayan Bheda  
Sanjay Chhobria

**Associated Member Units**  
Ajay Ashar  
(Secretary - Thane)  
Shrikant Shitole  
(Secretary - Kalyan-Dombivli)  
Sharlesh Sanghvi  
(Secretary - Mira Virar City)  
Rajesh Prajapati  
(President - Roigad)

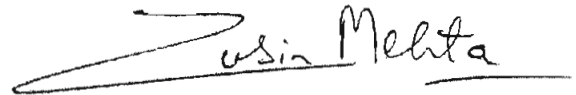
**Members**  
Mohan Deshmukh  
Motalraj Munot  
Niranjan Hironandani  
Rajni S. Ajmera  
G. L. Raheja  
(Late) Lalit Gandhi  
Babubhai Majethia

**To Whomsoever It May Concern**

This is to certify that **MR. MUKESH PATEL (Director of M/s. Neelkanth Mansions & Infrastructure Pvt. Ltd.)** is a Patron Individual Member of Maharashtra Chamber of Housing Industry. His Membership Number is **"PM-I 5"**.

His address according to our records is  
M/s. Neelkanth Mansions & Infrastructure Ltd., Fine House,  
5<sup>th</sup> Floor, M. G. Road, Opp. to Dena Bank, Ghatkopar (E),  
Mumbai - 400 077.

For MCHI



Zubin Mehta  
CEO

Place : Mumbai  
Date : 15/12/2010



**Maharashtra Chamber of Housing Industry (MCHI)**  
Maker Bhavan - II, 4th Floor, 18, Vithaldas Thackersey Marg, New Marine Lines, Mumbai - 400 020.  
Tel.: 42121421 / 40020351 • Fax : 40020361 / 62 • E-mail : mktg@mchi.net / info@mchi.net  
Website : www.mchi.net

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जिल्हाधिकारी कार्यालय ठाणे

दिनांक :-

4 MAY 2012

याचल :-

- १) श्री फगदुन नादिरशा मुल्ला व इतर यांचे विकासक श्री.निरज पटेल मे.निळकंठ मेन्शन अॅन्ड इन्फ्रास्ट्रक्चर प्रा.लि.रा.फार्इन हाऊस,पाचवा मजला,आनंदजी लेन,घाटकोपर (पुर्व) याचा दिनांक २०/५/२०१० व दिनांक १०/२/२०१२ रोजीचा अर्ज.
- २) तहसिलदार ठाणे यांचेकडील चौकशी अहवाल पत्र क्र.महसूल/क-१/टे-२/जमिनबाब /एसआर-९९/११ दिनांक १६/९/२०११
- ३) ठाणे महानगरपालिका यांचेकडील बांधकाम परवानगी क्र.व्हीपी.नं.२००४/१२/टिएमसी/ टिडीडी/४९९ दि. १/११/२००८ व क्र.व्हीपी.नं.२००४/१२/टिएमसी/टिडीडी/४९८ दि. २/११/२००८
- ४) मा.अप्पर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन ठाणे यांचेकडील आदेश क्र.युएलसी/टिए/टे-१/माजिवडे/ एसआर-१७० + १७१ दि. ३/१०/२००० व २७/१०/२०१०
- ५) या कार्यालयाकडील आदेश क्र.महसूल/क-१/टे-१/एनएपी/एसआर-४४/२००४ दिनांक २२/४/२००४
- ६) मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (महाराष्ट्र राज्य) पुणे यांचेकडील आदेश क्र.सिटीएस सीआर-४०४०/ना.भु.३/२०११ पुणे दिनांक-२२/११/२०११
- ७) विशेष भूसंपादन अधिकारी लघु पाटबंधारे, ठाणे यांचेकडील पत्र क्र.भुसं/ल.पा./एसआर-२०३२ दिनांक ८/७/२०१०
- ८) विशेष भूसंपादन अधिकारी, मेट्रो सेंटर-३, ठाणे यांचेकडील पत्र क्र.भुसं/मं.सं.३/ एसआर-३०० दि. ३०/६/२०१०
- ९) विशेष भूसंपादन अधिकारी, उल्हास खोरे प्रकल्प, ठाणे यांचेकडील पत्र क्र.भुसंपादन/ टं.न.२/सी-४०५७२/१/३०३ दिनांक २८/६/२०१०
- १०) विशेष भूसंपादन अधिकारी लघु पाटबंधारे ठाणे ५ वा माळा यांचेकडील पत्र क्र भुसंपादन/वशि-३७९/जा.क्र.५६६/टे-१/२०१० दिनांक १६/७/२०१०
- ११) भूमि संपादन विशेष अधिकारी (विशेष घटक) ठाणे यांचेकडील पत्र क्र. भुसंविअ/ नाहदा/९८९ दिनांक २३/६/२०१०
- १२) उप विभागीय अधिकारी ठाणे विभाग ठाणे यांचेकडील पत्र क्र.टिडी/टे-५/भु.सं.दा./ कावि-३७४०/२०१० दिनांक २४/६/२०१०
- १३) दिनांक ६/६/२०१० रोजीच्या दैनिक "बहुजनरत्न लोकनायक" या वृत्तपत्रात मध्ये प्रसिध्द झालेला जाहिरनामा
- १४) अजंदार यांनी सादर केलेले दिनांक २६/५/२०१० रोजीचे प्रतिज्ञापत्र
- १५) यु.एल.सी. आदेशाबाबत अर्जदार यांनी दिलेले दिनांक २६/५/२०१० रोजीचे शपथपत्र
- १६) या कार्यालयाचे पत्र क्र.महसूल/कक्ष-१/टे-२/एनएपी/एसआर-१०१/२०१० दि.२७/४/२०१२

आदेश .

ज्या अर्थी, श्री.निरज पटेल मे.निळकंठ मेन्शन अॅन्ड इन्फ्रास्ट्रक्चर प्रा.लि. रा फार्इन हाऊस,पाचवा मजला,आनंदजी लेन,घाटकोपर (पुर्व) यांनी ठाणे जिल्ह्यातील ठाणे नान्दुवार्नाल मौजे- माजिवडे येथील स.नं.३१२/१अ क्षेत्र ५१३१०-०० चौ.मी. पैकी १६९३०-०३ चौ.मी., ३१२/१ब क्षेत्र ९४८०-०० चौ.मी. पैकी १४०७-०० चौ.मी., ३१६ क्षेत्र २१५५०-०० पैकी ७५५४.०३ चौ.मी., ३१८/१ड/१ क्षेत्र ५११०१-०० पैकी १९५९६-९४ चौ.मी., ३१८/१ड/२ क्षेत्र ८२४९-००. ३१९/१अ क्षेत्र २१४४-०० चौ.मी., ३१९/१ब/१ क्षेत्र ५००-०० चौ.मी., ३१९/१ब/२ क्षेत्र १७००-०० पैकी २७८-०० चौ.मी. अशा एकूण क्षेत्र-५६६५४-०० चौ.मी. एवढ्या जागेचा

रहीवास व वाणिज्य या बिगर शेतकी प्रयोजनार्थ वापर करण्याची परवानगी मिळण्याबाबत अर्ज केलेला आहे.

आणि ज्या अर्थी, दिनांक ६/६/२०१० रोजी या कार्यालयाने दैनिक "बहुजनरत्न लोकनायक" या स्थानिक घुतपत्रात जाहिरात दिलेली होती, त्यावर मुदतीत कोणतीही हरकत/तक्रार या कार्यालयाकडे प्राप्त झालेली नाही.

त्या अर्थी आता महाराष्ट्र जमीन महसुल अधिनियम १९६६ चे कलम ४४ अन्वये जिल्हाधिकारी यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करून उक्त जिल्हाधिकारी याद्वारे फरदुन नादिरशा मुल्ला, नवल नादिरशा मुल्ला, डीनआवान नवल मुल्ला, रुस्तम नवल मुल्ला, माणेक नवल मुल्ला यांना ठाणे जिल्हयार्तील ठाणे तालुक्यातील मौजे- माजिवडे येथील स.नं.३१२/१अ क्षेत्र ५१३१०-०० चौ.मी. पैकी १६९३०-०३ चौ.मी., ३१२/१ब क्षेत्र ९४८०-०० चौ.मी. पैकी १४०७-०० चौ.मी., ३१६ क्षेत्र २१५५०-०० चौ.मी. पैकी ७५५४-०३ चौ.मी., ३१८/१ड/१ क्षेत्र ५११०१-०० चौ.मी. पैकी १९५९१-९४ चौ.मी., ३१८/१ड/२ क्षेत्र ८२४९-०० चौ.मी. ३१९/१अ क्षेत्र २१४४-०० चौ.मी., ३१९/१ब/१ क्षेत्र ५००-०० चौ.मी., ३१९/१ब/२ क्षेत्र १७००-०० चौ.मी.पैकी २७८-०० चौ.मी. अशा एकूण ५६६५४-०० चौ.मी. क्षेत्रापैकी ठाणे महानगरपालिकेकडे वर्ग झालेले स.नं. ३१२/१ब मधील १४०७-०० चौ.मी., ३१८/१ड/२ मधील क्षेत्र ८२४९-०० चौ.मी. व ३१९/१ब/२ मधील क्षेत्र २७८-०० चौ.मी. असे एकूण ९९३४-०० चौ.मी क्षेत्र घगळून उर्वरित ४६७२०-०० चौ.मी. क्षेत्राची अकृषिक परवानगी देणेत येत असून ठाणे महानगरपालिकेच्या मंजूर बांधकाम आरखडयानूसार ५५०-५४ चौ.मी. क्षेत्रास वाणिज्य व ३९,१६४-५६ चौ.मी. क्षेत्रास रहिवास या बिगरशेतकी प्रयोजनार्थ वापर करण्याबाबत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यात येत असून ठाणे महानगरपालिकेने मंजूर केलेल्या बांधकाम नकाशानुसार खालील क्षेत्रावर बांधकाम अनुज्ञेय नाही.

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| १. एरिया अंडर ४० मि. डि.पी. रॉड | १,६८५-०० चौ.मी. |
| २. १५ टक्के ॲमेनिटी ओपन स्पेस   | ८,२४५-३५ चौ.मी. |
| ३. डिडक्शन फॉर १५ टक्के आर.जी.  | ७,००८-५५ चौ.मी. |

एकूण १६,९३८-९० चौ.मी.

त्या शर्ती अशा:-

१. ही परवानगी अधिनियम त्याखालील केलेले नियम यांना अधिन ठेवून देण्यांत आलेली आहे.

२. अनुज्ञाग्राही व्यक्तीने (पॅटीने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ केवळ केला पाहिजे. आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरून जमिनीचा वापर ठरविण्यांत येईल.

३. अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्याबाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोट विभागणी करता कामा नये.

२. अनुज्ञाग्राही व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान होईल अशा रीतीने अशा जमीनीत रस्ते, गटारे वगैरे बांधून आणि (ब) भूमापन विभागाकडून अशा भूखंडाची मोजणी व त्यांचे सीमांकन करून ती जमीन या आदेशाच्या तारखे पासून एक वर्षाच्या आत मंजूर आराखडया प्रमाणेच काटेकोरपणे विकसित केली पाहिजे. आणि अशा रीतीने ती जमीन विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.

३. अनुज्ञाग्राही व्यक्तीस असा भूखंड विकायचा असेल किंवा त्यांनी इतर प्रकारे विल्हेवाट लावण्याची असेल तर अशा अनुज्ञाग्राही व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद झालेल्या शर्तीचे पालन करूनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावण आणि त्यांचे निष्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.

४. या सोबत जोडलेल्या स्थळ आराखडयात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्या प्रमाणे इतक्या जाते क्षेत्रावर बांधकाम करण्याविषयी ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.

६.अ) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पेक्षा जास्त मजल्याचे असू नये.

७. प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापूर्वी अनुज्ञाग्राही व्यक्तीने (वॅटीने) ठाणे महानगरपालिका यांची असे बांधकाम करण्याविषयाची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बंधनकारक असेल.

८. अनुज्ञाग्राही व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्याप्रमाणे सीमांतिक मोकळे अंतर (आपन मार्जीनल डिस्टेंसेस) सोडले पाहिजे. ठाणे महानगरपालिकेच्या पत्रातील सर्व अटी व शर्ती अनुज्ञाग्राहीवर बंधनकारक रहातील.

९. या आदेशाच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अशा जमीनीचा बिगर शेतकी प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यांत आला असेल तर ती गोष्ट अलाहिदा. अनुज्ञाग्राही व्यक्तीने उपरोक्त प्रमाणे न केल्यास ही परवानगी रद्द करण्यांत आली असल्याचे समजण्यांत येईल.

१०. अनुज्ञाग्राही व्यक्तीने अशा जमीनीचे बिगर शेतकी प्रयोजनार्थ वापर करण्यास ज्या दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकास त्याने अशा जमीनीच्या वापरात बदल केला असल तर तो दिनांक त्याने एक महिन्याच्या आत तलाठया मार्फत ठाणे तहसिलदारांस कळावले पाहिजे. जर तो असे करण्यास घुकेल तर महाराष्ट्र जमीन महसुल (जमीनीच्या वापरातील बदल व बिगरशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यास असा अनुज्ञाग्राही पात्र ठरेल.

११. सदरहू आदेशाच्या दिनांकापासून सदर अनुज्ञाग्राहीने त्या जमीनीच्या संबंधात दर चौ.मी. मागे १-६३-२ रुपये दराने बिगर शेतकी आकारणी दिली पाहिजे. किंवा परवानगीच्या तारखेच्या पूर्वलक्षी प्रभावाने अथवा त्यानंतर अंमलात येणारे बिनशेती दराने बिनशेती आकार देणे बंधनकारक राहिल. अशा जमीनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यांत आला तर त्या प्रसंगी निराळया दराने बिगर शेतकी आकारणीच्या हमीची मुदत अजून समाप्त व्हावयाची आहे ही गोष्ट विचारांत घेण्यात येणार नाही.

१२. सदर जागेची अती तातडीची मोजणी फी रक्कम रु.१,९५,०००/- (अक्षरी रु. एक लाख पंच्यात्रह हजार मात्र) चलन क्र.३०३/२०१२ (भारतीय स्टेट बँक शाखा ठाणे चलन क्र.१०७८ दि.०२/०५/२०१२) दिनांक ३०/०४/२०१२ अन्वये शासन जमा केली आहे.

१३. भूमापन विभागाकडून जमीनीची मोजणी करण्यांत आल्यानंतर अशा जमीनीचे जितके क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद केलेले क्षेत्र तसेच बिगरशेतकी आकारणी यांत बदल करण्यांत येईल.

१४. सदर जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक वर्षांच्या कालावधीत अनुज्ञाग्राहीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू आदेश रद्द समजण्यांत येईल. व अनुज्ञाग्राही यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.

१५. पुर्वीच मंजूर केलेल्या नकाशावरहुकुम अगोदरच बांधलेल्या इमारतीत अनुज्ञाग्राहीने कोणतीही भर घालता कामा नये किंवा ती मध्ये कोणताही फेरबदल करता कामा नये. मात्र अशी भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असले आणि अशा भरीचे किंवा फेरबदलाचे नकाशे मंजूर करून घेतले असतील तर ती गोष्ट वेगळी.

१६. अनुज्ञाग्राही व्यक्तीने आजुबाजुच्या परिसरांत अस्वच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठ्याची व सांडपाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.

१७. जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांकापासून एक महिन्याच्या कालावधीत अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात बदल व बिगरशेतकी आकारणी) निघम १९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक सनद करून ठेऊन तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास बंधनकारक असेल.

१८अ. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाग्राही व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाग्राही ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिका-यास तां निदिष्ट करेल असा दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदागच्या ताब्यात राहू देण्याचा अधिकार असेल.

१८ब. वरील खंड अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतूदीविरुद्ध जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यांत आले असले किंवा तगवूदी विरुद्ध या इमारतीच्या किंवा बांधकामाचा वापर करण्यांत आला असेल तर विनिदिष्ट मुदतीच्या आंत अशा रीतीने उभारलेली इमारत काढून टाकण्या विषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिका-याने निर्देश देणे विधी संमत असेल. तसेच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाग्राही व्यक्तीकडून जमीन महसुलाचा थक्काची म्हणून वसूल करून घेण्याचा अधिकार असेल.

१९. दिलेली ही परवानगी मुंबई कुळवहिवाट व शेतजमीन अधिनियम १९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ.सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधीत बाबींच्या बाबतीत लागू होतील. त्या उपबंधाच्या अधिन असेल.

२०. अनुज्ञाग्राही यांनी बिगरशेतकी आकारणीच्या पाचपट रक्कम रु.३,९०,२३०/- (अक्षरी रु तीन लाख नव्वद हजार दोनशे तीस मात्र) रूपांतरीत कर (कन्व्हर्शन टॅक्स) म्हणून इकडील चलन क्र.३७२/२०१२ (भारतीय स्टेट बँक शाखा ठाणे चलन क्र.१०७५ दि.०२/०५/२०१२) दि.३०/०४/२०१२ अन्वये सरकार जमा केली आहे.

२१. अनुज्ञाग्राही यांनी ठाणे महानगरपालिका यांचेकडील मंजूर नकाशावरहुकुमच बांधकाम केले पाहिजे.

२२. अनुज्ञाग्राही यांनी ठाणे महानगरपालिका यांचेकडील बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकामामध्ये बदल करून जादा चटईक्षेत्र निर्देशांक घापरल्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी न्यरुपाचा गुन्हा दाखल करण्यास पात्र रहातील व असे जादा बांधकाम दूर करण्यास पात्र राहिल.

२३. या प्रकरणात पिण्याच्या पाण्याची सोय करण्याची जबाबदारी अनुज्ञाग्राही यांचेवर राहिल. आणि पिण्याच्या पाण्याची सोय झाली आहे किंवा कसे याबाबत खात्री झाल्याशिवाय ठाणे महानगरपालिकेने संबंधित विकासकास इमारत घापर परवाना देऊ नये.

२४. जागेच्या भुसंपादनाबाबत भविष्यात काही प्रश्न निर्माण झाल्यास संपादन क्षेत्र सोडून देणे हे अनुज्ञाग्राहीवर बंधनकारक राहिल.

२५. महाराष्ट्र चॅम्बर्स ऑफ हाऊसिंग विरुद्ध महाराष्ट्र शासन या मा.उच्च न्यायालयातील रिट याचिका क्र.६७०२/२०११ मधील मा.न्यायालयाचे अंतरीम स्थगितीबाबत शासनाचे महसुल व वनविभागाचे पत्र क्र.गौखनि-१०/१०११/प्र.क्र.६१८/ख दिनांक १७/११/२०११ मधील सूचनांनुसार मा.न्यायालयाचे अंतिम आदेशास अधिन राहून सदर परवानगी देणेत आली असुन मात्र मा.उच्च न्यायालय/शासन याबाबतीत जे निर्णय / आदेश देतील ते अर्जदार यांचेवर बंधनकारक राहतील.

२६. अर्जदार यांनी जागेच्या मालकी हक्काबाबत जागेवर येणेजाणेसाठी रस्ता असलेबाबत, सदर जागेबाबत कोणत्याही न्यायालयात दावा प्रलंबित नसलेबाबत इत्यादी बाबत प्रतिज्ञालेख दिनांक २६/५/२०१० रोजी दिलेला आहे. सदर प्रतिज्ञालेखातील सर्व अटी व शर्ती अनुज्ञाग्राहीवर बंधनकारक राहतील.सदर प्रतिज्ञापत्रातील अटी व शर्ती पैकी एकाही अटीचे उल्लंघन झालेस दिलेली परवानगी रद्द होईल.

२७. अर्जदाराने सादर केलेली कागदपत्रे खोटी अथवा दिशाभूल करणारी आढळुन आल्यास सदरची विनशेती परवानगी आपोआप रद्द समजणेत येईल.

७

२८. ठाणे महानगरपालिकेने अकृषिक परधानगी करिता ना-हरकत दाखला दिला असून त्यानुसार सदरच्या आराखड्यांना मंजूरी देणेत आली आहे. तथापि अंतिम मंजूरी आगखडयात बदल झाल्यास त्यानुसार सुधारित आदेश पारित करून घेणे अनुज्ञाग्राही / अर्जदार / विकासक यांचेवर बंधनकारक राहिल.

सही/-

( ए. एल. ज-हाड )

जिल्हाधिकारी ठाणे

प्रति,

श्री.फरदुन नादिरशा मुल्ला व इतर

रा.ठाणे

आदेश निर्गमित केले



जिल्हाधिकारी ठाणे करिता





महाराष्ट्र शासन

गाव नमुना सात (अधिकार अभिलेख पत्रक)

[ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३,५,६ आणि ७ ]

गाव - माजिबडे (९४३८९९)

तालुका - ठाणे

जिल्हा - ठाणे



सं. ३५५७९७८३९२२

भूमापन क्रमांक व उपविभाग ३१२/१/अ

३५५७९७८३९२२

क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवट्यावाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र	कुळ, खंड व इतर अधिकार
भोगवट्याचे एकक आर.चौ.मी	६२०	महाराष्ट्र शासन	५९३.९०.००	२३.२४		(३३२१)	कुळाचे नाव व खंड
भूकृषिक क्षेत्र	८०७	डिनबावान नवल मुल्ला				(३३२१)	इतर अधिकार
विेश श्रेणी	५९३.९०.००	नवल नावीरसा मुल्ला				(३३२१)	इतर
पेय श्रेणी	२३.२७	फरदुन नावीरसा मुल्ला				(३३२१)	मे.टि.मिनजियानी रिअल्टी प्रा.लि.यांचा
आकारणी		माणिक नवल मुल्ला				(३३२१)	विकासकरार र.रुपये १,७५,००,०००/- या मोजा
		रुस्तम नवल मुल्ला				(३३२१)	दाखल आहे. (३९६८)
		सामाईक क्षेत्र	५९३.९०.००	२३.२७			
							प्रलंबित फेरफार : नाही.
							रोवट्या फेरफार क्रमांक : ३३७३ व दिनांक : २५/१२/२०१९
सूचे फेरफार क्र. : (२१३) (३३७) (५४१) (७२५) (१६४०) (१७२३) (२०२७) (२१३६) (२२७०) (२३४०) (२३४१) (३०९१) (३१६३) (३२२५) (३२२८) (३३२१) (३३७३)							सीमा आणि भूमापन चिन्ह :



हा गाव नमुना क्रमांक ७ दिनांक ०६/०९/२०२२ १५:३०:०० PM रोजी डिजिटल स्वाक्षरीत केला आहे व गाव नमुना क्रमांक १२ या वेबटा स्वयंप्रमाणित असल्यामुळे ७/१२ अभिलेखावर घर कोणत्याही सही शिक्क्याची आवश्यकता नाही.

(७/१२ डाउनलोड दि. : २९/०८/२०२३ : १५:४९:५७ PM. वैयक्ता पडताळणीसाठी <https://digitalbars.mahabhurni.gov.in/deli/> या संकेत स्थळावर जाऊन 2109100001105838 हा क्रमांक वापरावा.

पृष्ठ क्र. १/२



गाव नमुना बारा ( पिकाची नोंदवही )

[ महाराष्ट्र जमीन महसूल अधिकार अधिलेख आणि नोंदवही (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम २९ ]

गाव :- माजिदठे (१४३८९९)

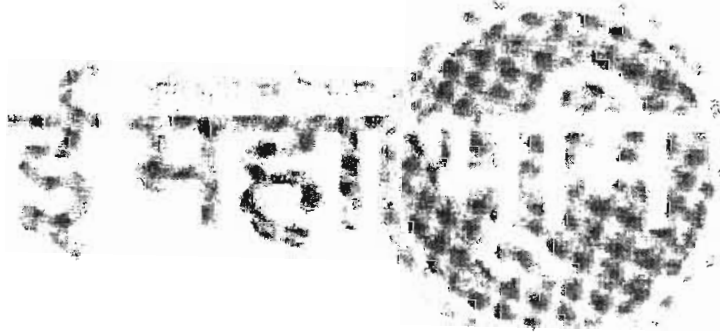
तालुका :- ठाणे

जिल्हा :- ठाणे

मुद्रापत्र क्रमांक व उपविभाग ३९२/१/अ

वर्ष	हंगाम	खाते क्रमांक	पिकाखालील क्षेत्राचा तपशील					लागवडीसाठी उपलब्ध नसलेली जमीन		शेरा
			पिकाचा प्रकार	पिकाचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र	
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
२०१७	संपूर्ण वर्ष							अकृषिक वापर	५१३.९०००	
२०१८	संपूर्ण वर्ष							अकृषिक वापर	५१३.९०००	
२०१९	संपूर्ण वर्ष							अकृषिक वापर	५१३.९०००	

टीप : \*\* सदरची नोंद मोबाइल ॲप द्वारे घेणेत आलेली आहे





महाराष्ट्र शासन

## गाव नमुना सात (अधिकार अभिलेख पत्रक)

[महाराष्ट्र जमीन महसुल अधिकार अभिलेख आणि नोंदवद्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३.५.६ आणि ७]

गाव :- माजिदहे (१४३८९९)

तालुका :- ठाणे

जिल्हा :- ठाणे



ULPIN : 27701210126

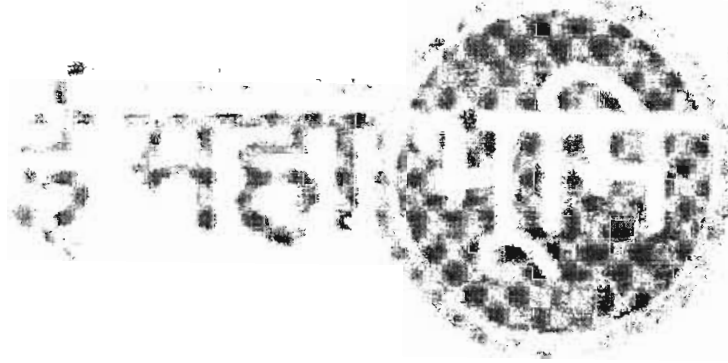
भुमापन क्रमांक व उपविभाग ३१९/१/४/२

27701210126

भुधारणा पद्धती भोगवटादार वर्ग -१

शेताचे स्थायीक नाव : विनहोती

क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	प्रो.ख.	फेरफार क्र	कूळ, खंड व इतर अधिकार
शेताचे एकक हे.आर.ची.मी	८५३	ठाणे महानगर पालिका रस्त्याकडे	०.१६.००	४.०२	०.०१,००	(२३४३)	कुळाचे नाव व खंड
अज्ञानगड योग्य क्षेत्र							इतर अधिकार
विस्तार -							प्रलंबित फेरफार : नाही.
बांधणी -							शेवटचा फेरफार क्रमांक : ३३७३ व दिनांक : २५/१२/२०१९
उत्तर ०.१६.००							
एकुण							
योग्य क्षेत्र ०.१६.००							
रिजिटराब क्षेत्र							
(नागवट अयोग्य)							
प्र.अ. ०.०१.००							
प्र.क. -							
एकुण							
योग्य क्षेत्र ०.०१.००							
एकुण क्षेत्र ०.१७.००							
प्र.क.							
आकारणी ४.०२							
प्र.क. विरोध							
आकारणी							
नूने फेरफार क्र : (२३४१) (२३४३) (३२४४) (३३७३)							सीमा आणि भुमापन विन्हे :



हा गाव नमुना क्रमांक ७ दिनांक ०३/०६/२०२२ ०८:१४:१२ PM रोजी डिजिटल स्वाक्षरीत केला आहे व गाव नमुना क्रमांक १२ चा वेटा स्वयंप्रमाणित असल्यामुळे ७/१२ अभिलेखावर वर कोणत्याही सठी शिक्क्याची आवश्यकता नाही.

७/१२ डाउनलोड दि. : २५/०८/२०२३ : १५:३८:५२ PM. वैयक्त पडताळणीसाठी <https://digitalsatara.mahatfund.gov.in/dmr/> या संकेत स्थळावर जाऊन 2109100901141602 हा क्रमांक वापरावा.

पृष्ठ क्र. १/२

Digitally signed

गाव नमुना बाबत (पिकांची नोंदवही)

[ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवही (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम २९ ]

गाव :- माजिवडे (९४३८९९)

तालुका :- ठाणे

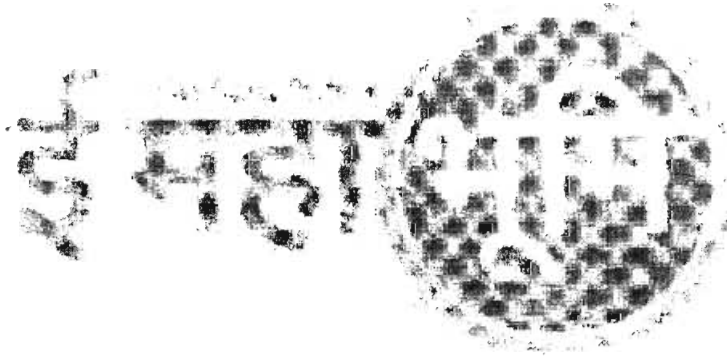
जिल्हा :- ठाणे

मुद्रापत्र क्रमांक व उपविभाग

३१९/१/४/२

वर्ष	हंगाम	खाते क्रमांक	पिकाखालील क्षेत्राचा तपशील					लागवडीसाठी उपलब्ध नसलेली जमीन		शेरा
			पिकाचा प्रकार	पिकाचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र	
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
२०१९	संपूर्ण वर्ष							ठा. म. पा. ठाणे	०.१६००	
२०२०	संपूर्ण वर्ष							रस्तापड	०.१६००	
२०२१	संपूर्ण वर्ष	८५३						रस्तापड	०.१६००	

टीप :- सदरची नोंद मोबाइल ॲप द्वारे घेणेत आलेली आहे





महाराष्ट्र शासन

गाव नमुना सात (अधिकार अभिलेख पत्रक)

[ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३,५,६ आणि ७ ]

गाव - माजिवडे (९४३८९९)

तालुका - ठाणे

जिल्हा - ठाणे



C.P.N. 34648228504

मुमापन क्रमांक व उपविभाग ३१९/१/ब/१

34648228504

मुमापन पद्धती		भोगवटादार वर्ग - १		शेताचे स्थानीक नाव : बिनशेती				
शेताचे एकक व आकारणी	खाते क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र	कुळ, खंड व इतर अधिकार	
शेताचे एकक आर.घो.मी	१३४	फरदुन नादीरशा मुल्ला				(२३४१)	कुळाचे नाव व खंड	
		नवल नादीरशा मुल्ला				(२३४१)		
अधिक क्षेत्र		डिनआवान नवल मुल्ला				(२३४१)	इतर अधिकार	
दिनांक ५,००.००		उस्ताम नवल मुल्ला				(२३४१)		
बिन शेती १.४०		माजेक नवल मुल्ला				(२३४१)	प्रलंबित फेरफार : नाही.	
आकारणी		— सामाईक क्षेत्र —	५.००.००	१.४०			शेताच्या फेरफार क्रमांक : ३३७३ व दिनांक : २५/१२/२०१९	
फेरफार क्र : (२३४१) (३१६६) (३२४६) (३३७३)							सीमा आणि मुमापन चिन्हे :	



हा गाव नमुना क्रमांक ७ दिनांक २५/१२/२०१९-११:५२:३२ AM रोजी डिजिटल स्वाक्षरीत केला आहे व गाव नमुना क्रमांक १२ व्हा चेंटा स्वयंप्रमाणित असल्यामुळे ७/१२ अधिकार वर कोणत्याही सही शिक्क्याची आवश्यकता नाही.

७/१२ डाउनलोड दि. : २५/०८/२०२३ : १५:३८:१७ PM. वैधता पडताळणीसाठी <https://digitalsabara.mahathumi.gov.in/dsr/> या संकेत स्थळावर जाऊन 2109100061076582 हा क्रमांक वापरावा.

पृष्ठ क्र. १/२

Digitaly signed

गाव नमुना बाब (पिकाची नोंदवही)

[ महाराष्ट्र जमीन महसूल अधिकार अधिनियम आणि नोंदवही (संशोधन करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम २९ ]

गाव :- माजिवडे (१४३८९९)

तालुका :- ठाणे

जिल्हा :- ठाणे

मुद्रापत्र क्रमांक व संपदिभाग

३९९/१/४/१

वर्षे	हंगाम	खाते क्रमांक	पिकाखालील क्षेत्राचा तपशील					लागवडीसाठी उपलब्ध नसलेली जमीन		शेरा
			पिकाचा प्रकार	पिकाचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र	
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
२०१७	संपूर्ण वर्ष							अकृषिक वापर	५.००००	
२०१८	संपूर्ण वर्ष							अकृषिक वापर	५.००००	
२०१९	संपूर्ण वर्ष							अकृषिक वापर	५.००००	

टीप :- सदरची नोंद मोबाइल ॲप द्वारे घेणेत आलेली आहे





महाराष्ट्र शासन

गाव नमुना सात (अधिकार अभिलेख पत्रक)

[महाराष्ट्र जमीन महसुल अधिकार अभिलेख आणि नोंदवद्दा (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३,५,६ आणि ७]

गाव :- माजिवडे (९४३८९९)

तालुका :- ठाणे

जिल्हा :- ठाणे



ULPIN : 30288017963

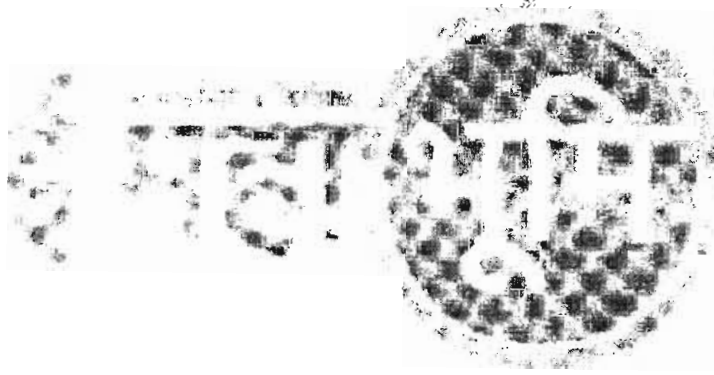
भूमापन क्रमांक व संपविभाग ३१९/१/अ

30288017963

भूमापन पद्धती भोगवटादार वर्ग -१

शेताचे स्थानीक नाव : बिनशेती

क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र	कुळ, खंड व इतर अधिकार
एकसर्वे एकक आर.चौ.मी	१३४	डिनआवान नवल मुल्ला				(२१३६)	कुळाचे नाव व खंड
		रुस्तम नवल मुल्ला				(२१३६)	
अकृषिक क्षेत्र		माणिक नवल मुल्ला				(२१३६)	इतर अधिकार
दिन शेती २१.४४.००		फरदुन नादीरशा मुल्ला				(२१३६)	
		नवल नादीरशा मुल्ला				(२१३६)	प्रलंबित फेरफार : नाही.
दिन शेती ५.९७		सामाईक क्षेत्र	२१.४४.००	५.९७			शेवटचा फेरफार क्रमांक : ३३७३ व दिनांक : २५/१२/२०१९



जुने फेरफार क्र : (२१३) (३३७) (५४९) (७२५) (१६४०) (१७२३) (१७२४) (२०२७) (२१३६) (२२७०) (२३४०) (३१६३) (३२४६) (३३७३)

सीमा आणि भूमापन चिन्हे :



हा गाव नमुना क्रमांक ७ दिनांक २५/१२/२०१९:११:५९ PM रोजी डिजिटल स्वाक्षरीत केला आहे व गाव नमुना क्रमांक १२ चा डेटा स्वयंप्रमाणित असल्यामुळे ७/१२ अभिलेखावर वर कोणत्याही सही शिकव्याची आवश्यकता नाही.  
७/१२ डाउनलोड दि. : २४/०८/२०२३ : १५:३९:४९ PM. वैयक्ता पडताळणीसाठी <https://dgtalsabera.mahachumi.gov.in/dsr/> या संकेत स्थळावर जाऊन 2109106001076581 हा क्रमांक वापरावा.

पृष्ठ क्र. १/२

Digitaly signed

गाव नमुना बारा ( पिकाची नोंदवही)

[ महाराष्ट्र जमीन महसूल अधिकार अधिलेख आणि नोंदवही (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम २९ ]

याव :- माजिवडे (९४३८९९)

तालुका :- ठाणे

जिल्हा :- ठाणे

भुमापन क्रमांक व उपविभाग

३१९/१/अ

वर्ष	हंगाम	खाते क्रमांक	पिकाखालील क्षेत्राचा तपशील					लागवडीसाठी उपलब्ध नसलेली जमीन		शेरा
			पिकाचा प्रकार	पिकाचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र	
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
२०१७	संपूर्ण वर्ष							अकृषिक वापर	२१.४४००	
२०१८	संपूर्ण वर्ष							अकृषिक वापर	२१.४४००	
२०१९	संपूर्ण वर्ष							अकृषिक वापर	२१.४४००	

टीप : \*\* सदरची नोंद मोबाइल ॲप द्वारे घेणेत आलेली आहे







गाव नमुना बाऱा ( पिकाची नोंदवही )

[ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम २९ ]

गाव :- माजिवडे (९४३८९९)

तालुका :- ठाणे

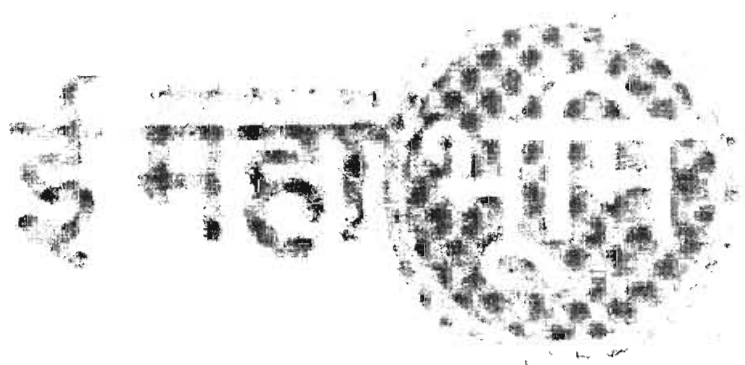
जिल्हा :- ठाणे

भुमापन क्रमांक व उपविभाग

३९८/१/ब/२

वर्षे	हंगाम	खाते क्रमांक	पिकाखालील क्षेत्राचा तपशील					लागवडीसाठी उपलब्ध नसलेली जमीन		शेरा
			पिकाचा प्रकार	पिकाचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र	
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
२०१७	संपूर्ण वर्ष							ठा.म.पा.सुविधा मूखंड	०.७६४९	
२०१८	संपूर्ण वर्ष							ठा.म.पा.सुविधा मूखंड	०.७६४९	
२०१९	संपूर्ण वर्ष							ठा.म.पा.सुविधा मूखंड	०.७६४९	

टीप : \*\* सदरची नोंद मोबाइल ॲप द्वारे घेणेत आलेली आहे





महाराष्ट्र शासन

गाव नमुना सात (अधिकार अभिलेख पत्रक)

[ महाराष्ट्र जमीन महसुल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३,५,६ आणि ७ ]



गाव - माजिवडे (१४३८९९)

तालुका :- ठाणे

जिल्हा :- ठाणे

ULPIN 31567696866

भूमापन क्रमांक व उपविभाग ३९८/१/४/१

31567696866

सुधारण पद्धती भोगवटादार वर्ग - १

शेताचे स्थानिक नाव :

अंश, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र	कुळ, खंड व इतर अधिकार
शेताचे एकक आर.ची.मी	६२०	महाराष्ट्र शासन	५९९.०९.००	९०.३७		(३३२१)	कुळाचे नाव व खंड
अपेक्षित क्षेत्र	८०७	डिनआवान नवल मुल्ला				(३३२१)	इतर अधिकार
दिन शेती	५९९.०९.००	नवल नादीरशा मुल्ला				(३३२१)	इतर
		फरदुन नादीरशा मुल्ला				(३३२१)	मे.टि.भिमजियानी रिअल्टी प्रा लि थांचा
दिन शेती	९०.३७	माणेक नवल मुल्ला				(३३२१)	विकासकरार र.रुपये १,७५,००,०००/- चा बोजा
आकारणी		रस्तम नवल मुल्ला				(३३२१)	दाखल आहे. (३९६८)
		सामाईक क्षेत्र	५९९.०९.००	९०.३७			प्रलंबित फेरफार : नाही.
							शेताचा फेरफार क्रमांक : ३३७३ व दिनांक : २५/१२/२०१९

सुधारण क्र : (२९३६) (२३४९) (२४५९) (२५७५) (३०९९) (३१६३) (३१६८) (३२२४) (३२२८) (३३२१) (३३७३)

सीमा आणि भूमापन चिन्हे :



हा गाव नमुना क्रमांक ७ दिनांक ०६/०९/२०२२ १२:५५:५९ PM रोजी डिजिटल स्वाक्षरीत केला आहे व गाव नमुना क्रमांक १२ चा शेता स्वयंप्रमाणित असल्यामुळे ७/१२ अमिलेखावर वर कोणत्याही सही शिकव्याची आवश्यकता नाही.  
७/१२ डाउनलोड दि. : २५/०८/२०२३ : १५:४०:३७ PM. वैधता पडताळणीसाठी <https://digitalsatara.mahabhumi.gov.in/dair/> या संकेत स्थळावर जाऊन 210910001105811 हा क्रमांक वापरावा.

पृष्ठ क्र. १/२



गाव नमुना बारा ( पिकाची नोंदवही )

[ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवही (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम २९ ]

गाव :- माजिबडे (१४३८९९)

तालुका :- चाणे

जिल्हा :- ठाणे

भुमापन क्रमांक व उत्पत्तिनाम ३१८/१/४/१

वर्षे	हंगाम	खाते क्रमांक	पिकाखालील क्षेत्राचा तपशील					लागवडीसाठी उपलब्ध नसलेली जमीन		शेरा
			पिकाचा प्रकार	पिकाचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र	
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
२०१७	संपूर्ण वर्ष							अकृषिक वापर	५११.०१००	
२०१८	संपूर्ण वर्ष							अकृषिक वापर	५११.०१००	
२०१९	संपूर्ण वर्ष							अकृषिक वापर	५११.०१००	

टीप :- सदरची नोंद मोबाइल ॲप द्वारे घेणेत आलेली आहे





महाराष्ट्र शासन

गाव नमुना सात ( अधिकार झिल्लेख पत्रक)

[ महाराष्ट्र जमीन महसुल अधिकार झिल्लेख आणि नोंदबद्धा (त्यावर करणे व सुविधीत ठेवणे) नियम १९७१ यातील नियम ३, ५, ६ आणि ७]

गाव :- माजिवडे (९४३८९९)

तालुका :- ठाणे

जिल्हा :- ठाणे



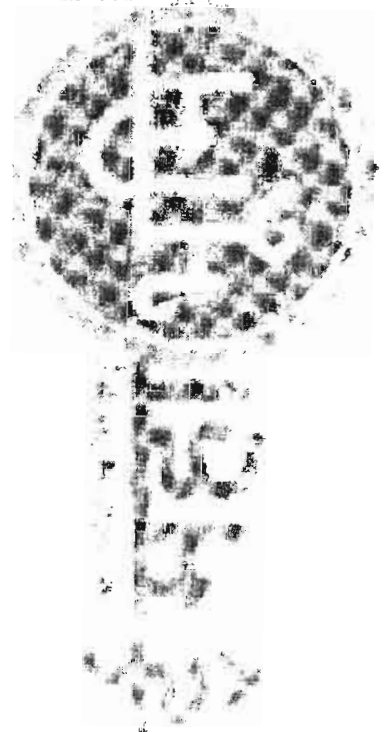
10114006220

ULPIN : 10114006220 मनापन क्रमांक व उपविभाग ३९६

प्रकारणा पद्धती मोगवटादार वर्ग -१

शेताचे स्थानीक नाव : विनशोबी

शेताचे एकक व आकारपत्री	खाते क्र.	मोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र	कुल, खंड व इतर अधिकार
५. अर्धे एकक आर.चौ.मी	६२०	[ <u>महाराष्ट्र शासन</u> ]	२२५.५०.००	५४५.४४		(३३२१)	कुलाचे नाव व खंड
अक्षयिक क्षेत्र	८०७	विनआवान नवल मुल्ला				(३३२१)	इतर अधिकार
जिन रोजी	२१५.५०.००	नवल नावीरशा मुल्ला				(३३२१)	इतर
जिन रोजी	४७.४४	करपुन नावीरशा मुल्ला				(३३२१)	मे.टि.विमजिदानी रिवल्टी प्रा.लि.यांचा
आकारपत्री		माणिक नवल मुल्ला				(३३२१)	विकासकारर २.३पये १,७५,००,०००/- या बोजा
		उस्तान नवल मुल्ला				(३३२१)	वाखल केला आहे. (३१६८)
		---सामाईक क्षेत्र---	२१५.५०.००	४७.४४			प्रलंबित फेरफार : नाही.
							शेवटचा फेरफार क्रमांक : ३३७३ व दिनांक : २५/१२/२०१९



युने फेरफार क्र : (२१३) (३३७) (५४५) (७२५) (९६४०) (१०२०७) (१३३३४) (१०९१) (११६३) (११६८) (१२२५) (१२२८) (१३२५) (१३७३)

सीमा आणि सुसापन विव्हे :



हा गाव नमुना क्रमांक ७ दिनांक ०६/०७/२०२२-०१-३००० PM रोजी डिजिटल स्वाक्षरीत केला आहे व गाव नमुना क्रमांक ५२ चा बेटा स्वयंप्रमाणित असल्यामुळे ७/१२ डिजिटलवर पर

कोणत्याही सही शिफारशी आवश्यकता नाही.

७/१२ डाउनलोड दि. : २७/०८/२०२३ : १५:३९:३२ PM. शैलता परताळणीसाठी <https://digitalassara.mahashurni.gov.in/dsm/> या संकेत स्थळावर जाऊन 2109100001105812 हा क्रमांक

यापत्राचा.

पृष्ठ क्र. १/२



गाव नमुना बारा ( पिकाची नोंदवही )

[ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवही (न्याय करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम २९ ]

गाव :- माजिवडे (१४३८९९)

तालुका :- ठाणे

जिल्हा :- ठाणे

मुमापन क्रमांक व उपविभाग ३१६

वर्ष	हंगाम	खाते क्रमांक	पिकाखालील क्षेत्राचा तपशील					लागवडीसाठी उपलब्ध नसलेली जमीन		गेरा
			पिकाचा प्रकार	पिकाचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र	
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
२०१७	संपूर्ण वर्ष							अकृषिक वापर	२१५.५०००	
२०१८	संपूर्ण वर्ष							अकृषिक वापर	२१५.५०००	
२०१९	संपूर्ण वर्ष							अकृषिक वापर	२१५.५०००	

टीप :-\*\* सदरची नोंद मोबाइल ॲप द्वारे घेणेत आलेली आहे





महाराष्ट्र शासन

गाव नमुना सात ( अधिकार अभिलेख पत्रक )

[ महाराष्ट्र जमीन महसुल अधिकार अभिलेख आणि नोंदवध्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३,५,६ आणि ७ ]

गाव - माजिवडे (९४३८९९)

तालुका :- ठाणे

जिल्हा :- ठाणे



UPLPIN 17672998678

मुमापन क्रमांक व उपविभाग ३१२/१/ब

17672998678

मुधारणा पद्धती		भोगवटादार वर्ग -१		शेताचे स्थानीक नाव :-				
क्षेत्र	एकक व आकारणी	खाते क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र	कुळ, खंड व इतर अधिकार
क्षेत्राचे एकक हे.आर.घौ.मी		८५३	ठाणे महानगर पालिका रस्त्याकडे	०.८६.८०	४.३१	०.०८.००	(२३४३)	कुळाचे नाव व खंड
अ/ लागवड	योग्य क्षेत्र							इतर अधिकार
जिरायत	-							प्रलंबित फेरफार : नाही.
वागायत	-							शेवटचा फेरफार क्रमांक : ३३७३ व दिनांक : २५/१२/२०१९
रफ्तार	०.८६.८०							
सकल								
नसली क्षेत्र	०.८६.८०							
उखनाचे क्षेत्र								
पानवड अयोग्य								
पो.ख.	०.०८.००							
वरील	-							
सकल								
सकल क्षेत्र	०.०८.००							
सकल								
सकल क्षेत्र	०.९४.८०							
सकल								
आकारणी	४.३१							
सुट्टी ठिका	विशेष							
आकारणी								
कुले फेरफार क्र	(२३४१) (२३४३) (३१६३) (३२४५) (३३७३)							सीमा आणि भुमापन चिन्हे :



हा गाव नमुना क्रमांक ७ दिनांक २५/०६/२०२२:२०२६:५२ PM रोजी डिजिटल स्वाक्षरीत केला आहे व गाव नमुना क्रमांक १२ चा डेटा स्वयंप्रमाणित असल्यामुळे ७/१२ अभिलेखावर बर कोणत्याही सही शिकव्यापी आवश्यकता नाही.

७/१२ डाउनलोड दि. : २५/०८/२०२३ : १५:४२:१६ PM, पृथक पडताळणीसाठी <https://digi.sea@maharashtra.gov.in/deb/> या संकेत स्थळावर जाऊन 2109100001123147 हा क्रमांक वापरावा.

पृष्ठ क्र. १/२

Digitaly signed

गाव नमुना बारा (पिकांची नोंदवही)

[ महाराष्ट्र जमीन महसूल अधिकार अधिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम २९ ]

गाव :- माजिवळे (९४३८९९)

तालुका :- ठाणे

जिल्हा :- ठाणे

मुमापन क्रमांक व उपविभाग

३१२/१/ब

वर्षे	हंगाम	खाते क्रमांक	पिकाखालील क्षेत्राचा तपशील					लागवडीसाठी उपलब्ध मसलेली जमीन		ओसा
			पिकाचा प्रकार	पिकांचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र	
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
२०१९	संपूर्ण वर्ष							ठा.म.पा.	०.८६८०	
२०२०	संपूर्ण वर्ष							रस्तापड	०.८६८०	
२०२१	संपूर्ण वर्ष	८५३						रस्तापड	०.८६८०	

टीप :- सदरची नोंद मोबाइल ॲप द्वारे घेणेत आलेली आहे





Jugal Patel

From: Manish Mohan <ManishMohan17@sbi.co.in>  
Sent: 24 December 2021 12:48  
To: Jugal Patel  
Subject: Re: Chitra Holdings MA Code

Dear Sir,

We are pleased to inform you that the code has been approved..

The MA code for Chitra holdings Pvt. Ltd. is **MUMMA00030**

Thanks & Regards,

Manish Mohan  
Manager (Builder Relations)  
SBI HLST Ghatkopar

---

From: Jugal Patel <jugalpatel@neelkanthgroup.com>  
Sent: Thursday, December 23, 2021 5:00 AM  
To: Manish Mohan <ManishMohan17@sbi.co.in>; HLST GHATKOPAR <hlst.ghatkopar@sbi.co.in>  
Cc: deepakshah@neelkanthgroup.com <deepakshah@neelkanthgroup.com>  
Subject: RE: Chitra Holdings MA Code

---

Warning: This email is not originated from SBI. Do not click on attachment or links/URL unless sender is reliable.  
Viruses can be easily transmitted via email.

Dear

PLA herewith N Enclave -Brouchers

Thanks and Best Regards from Jugal Patel  
Cell No. 022 21021080-Extn:- 115 | Fax: 022-21025930 | Cell :- 9819154254 |

---

From: Jugal Patel [mailto:jugalpatel@neelkanthgroup.com]  
Sent: 23 December 2021 12:33  
To: 'Manish Mohan'; 'hlst.ghatkopar@sbi.co.in'  
Cc: 'deepakshah@neelkanthgroup.com'  
Subject: RE: Chitra Holdings MA Code

Dear Sir

We sorry to say that we do not have Bank Account of Chitra Holdings Pvt Ltd. with State Bank of India.

You are requested to please considered our HDFC Bank Account details is as under,

Beneficiary Name	Chitra Holdings Pvt Ltd.
A/C No.	: 0118 256 000 1665
Bank Name	: HDFC Bank Ltd.
Branch	: Ghatkopar(E),Mumbai – 400077.
RTGS Code	: HDFC 0000 118

Kindly share with us the Marking Associate code ASAP.

Thanks and Best Regards from Jugal Patel

Land Line : 022-21021080-Extn:- 115 |Fax: 022-21025930| Cell :- 9819154254|

---

**From:** Manish Mohan [mailto:ManishMohan17@sbi.co.in]

**Sent:** 23 December 2021 11:14

**To:** Jugal Patel

**Subject:** Chitra Holdings MA Code

Dear Sir,

We hereby request you to provide SBI Account details for the firm for MA Code..

Thanks & Regards,

State Bank of India

HLST Ghatkopar

The information in this mail is confidential and is intended solely for addressee. Access to this mail by anyone else is unauthorized. Copying or further distribution beyond the original recipient may be unlawful. Any opinion expressed in this mail is that of sender and does not necessarily reflect that of State Bank group.

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आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT OF INDIA

CHITRA HOLDINGS PRIVATE LIMITED



30/07/1981  
Permanent Account Number

AAACC1574G

2005/005





Certificate No 5417

**THANE MUNICIPAL CORPORATION, THANE**

UDCPR, Regul. No. 2-G, 2-7  
(Registration No. 3 & 2d)

**Amended. PERMISSION/ COMMENCEMENT CERTIFICATE**

Permission - Building F :-Gr(Comm.) + 1st (Comm) + 2nd (Comm) floor + 3rd floor (Comm.)  
+Service floor + 4th to 28 floors + 29th Recreational floor

Permission/ C.C. - Building F:-Gr(Comm.)+1st (Comm)+2nd (Comm) floor+3rd floor (Comm.)  
+Service floor + 4th to 27 floors

(Old V. P. No. 2004/12)

V. P. No. V.P. No. S04/0069/14 TMC'S TDD/0009(P/C)2023/Auto DCR Date : 28/09/2023

To, Shri / Smt. Sandeep Prabhu (Architect)

(For M/s. SAAKAAR)

Shri Fardun Nadirshah Mulla & Others (Owners)

M/s. Neelkanth Mansions and Infrastructure Pvt. Ltd. (P.O.A.H.)

With reference to your application No. 4791 dated 4/9/2023 for development permission / grant of Commencement certificate under section 45 & 69 of the the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. As above in village Majiwade Sector No. IV Situated at 40.00M. Road Road / Street 312/A/B, 316, 318/1/D/1, 318/1/D/2, 319/1/A, 319/1/B/P, 319/1/B/2 S. No. / F. S. T. No. / F. P. No. S.No. 312/1/A,

The development permission / the commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) This permission is being issued as per the provisions of sanctioned Development Plan and UDCPR. If any other statutory permission, as required to be obtained from any department of the State or Central Govt. Departments/ undertakings under the provisions of any other laws / rules, it shall be binding on the owner / developer to be obtain such permission from the concerned authority. If any irregularity is found at later date, the permission shall stand cancelled.
- 6) Information Board to be displayed at site till Occupation Certificate.

**WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966**

Yours faithfully,

Office No. \_\_\_\_\_

Office Stamp \_\_\_\_\_

Date \_\_\_\_\_

Issued \_\_\_\_\_

Municipal Corporation of  
the city of, Thane.

P.O.

- 7) If in the development Permission reserved land/ amenity space/ road widening land is to be handed over to the authority in the lieu of incentive FSI, if any, then necessary registered transfer deed shall be executed in the name of authority before issue of commencement certificate & Separate 7/12 extract / PR Card for area shall be submitted within 6 month from C.C.
- 8) All the provision mentioned in UDCPR, as may be applicable, shall be binding on the owner/developer.
- 9) Provision for recycling of Gray water , where ever applicable shall be completed of the project before the completion of the building and documents to that if at shall be submitted along with the application form of occupancy.
- 10) Lift Certificate from PWD should be submitted before Occupation Certificate, if applicable
- 11) Permission for cutting tree, if necessary , shall be obtained from the tree authority. Also the certificate / letter for plantation of trees on the land, if required under the provision of tree act, shall be submitted before occupation certificate.
- 12) Authority will not supply water for construction.
- 13) Areas/cities where storm water drainage system exists or designed; design and drawings from Service consultant for storm water drainage should be submitted to the concerned department of the authority before Commencement Certificate and completion certificate of the consultant & TMC dept. in this regard shall be submitted along with the application for occupancy certificate.
- 14) The owner / developer shall submit the completion certificate from the service consultant to the authority for completion of the septic tank or proper connection to the sewerage system or sewage treatment plant (where ever necessary)
- 15) Revised Environmental Clearance shall be submitted before C.C. of remaining floors.
- 16) Payment of remaining 80% Ancillary Premium with Interest shall be done before applying for occupancy certificate.
- 17) Remaining labour welfare tax shall be paid before applying for farther C.C. of remaining floors.

**सावधान**  
 नकारात्मक निर्णयानुसार वास्तविकता न करणे तसेच  
 शिस्तानुसार नियंत्रण दिशेने वास्तविकता न करणे तसेच  
 प्रादेशिक व न  
 अनुसूचित दखलपत्र नसल्याने भारतीय  
 भारत ३ वर्षे कैद व रु. ५०००/- वरुंद होऊ शकता

**WARNING: PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION  
 OF THE APPROVED PLANS AMOUNTS TO COGNISABLE OFFENCE  
 PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN  
 PLANNING ACT 1966**

Yours faithfully,

Office No. \_\_\_\_\_

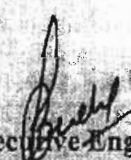
Office Stamp. \_\_\_\_\_

Date: \_\_\_\_\_

Issued by: \_\_\_\_\_

Copy To:

- 1) Dy. Municipal Commissioner - Zone
- 2) E. E. (Encroachment)
- 3) Competent Authority (U. L. C.) for sec. 20, 21 & 22
- 4) TILR for necessary correction in record of Land is affected by Road Widening / Reservation.

  
 Executive Engineer,  
 Town Development Department,  
 Thane Municipal Corporation,  
 the city of Thane.





## Maharashtra Real Estate Regulatory Authority

### REGISTRATION CERTIFICATE OF PROJECT

#### FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
**P51700049248**

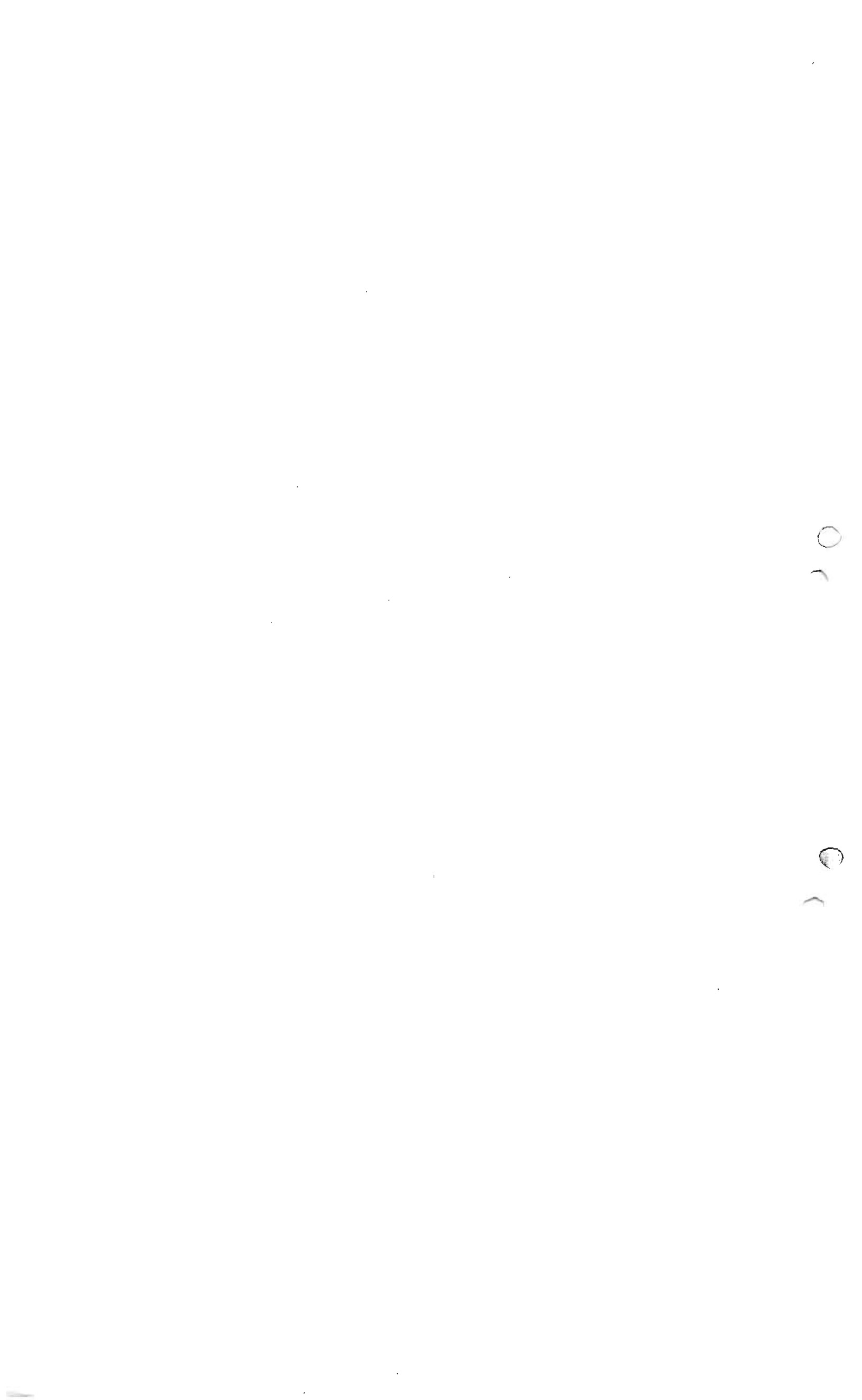
*Project: F Neelkanth Greens , Plot Bearing / CTS / Survey / Final Plot No.:312/1A at Thane (M Corp.), Thane, Thane, 400610;*

1. **Neelkanth Mansions And Infrastructure Pvt. Ltd.** having its registered office / principal place of business at  
*Tehsil: Kurla, District: Mumbai Suburban, Pin: 400077.*
2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from **03/02/2023** and ending with **14/03/2028** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

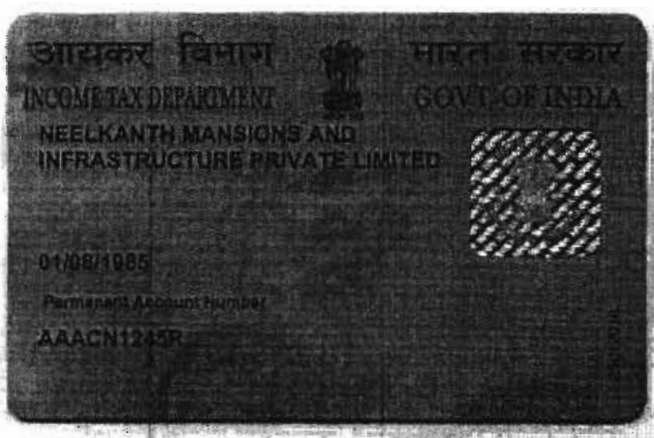
Signature valid  
Digitally Signed by  
Dr. Vasant Premchand Prabhu  
(Secretary, MahaRERA)  
Date:03-02-2023 18:57:17

Dated: **03/02/2023**  
Place: **Mumbai**

Signature and seal of the Authorized Officer  
Maharashtra Real Estate Regulatory Authority







( )

( )



Registration No. of Company 37025

THE COMPANIES ACT, 1956

Nominal Capital Rs. 10,00,000/-

FORM NO. 18

NOTICE OF SITUATION / CHANGE OF SITUATION OF REGISTERED OFFICE

[Pursuant to Section 146]

Name of the Company NEELKANTH MANSIONS PTED

Notice is hereby given that—

1. (a) The registered office of the Company is situated at :

Fine House, 5th Floor,  
Anandji Lane, Opp. Dena Bank,  
M.G. Road, Ghatkopar (East),  
Mumbai - 400 077.

with effects from 04/04/1998  
(date)

(b) The situation of the registered office of the company was changed

from : 105, Giriraj,  
Neelkanth Valley, 7th Road,  
Rajawadi, Ghatkopar (East),  
Mumbai - 400 077.

to : Fine House, 5th Floor,  
Anandji Lane, Opp. Dena Bank,  
M.G. Road, Ghatkopar (East),  
Mumbai - 400 077.

with effect from 04/04/1998  
(date)

Situation of registered office falls under the jurisdiction of :

Tilak Nagar,  
Chembur.

(Name of police station)\*

Signature [Signature]

Name MOHAN V. PATEL  
(IN BLOCK LETTERS)

Dated the 6th day of April 1998. Designation DIRECTOR

\*State address of the nearest police station with district and tehsil

DEPARTMENT OF COMPANY AFFAIRS  
ROC CASH COUNTER RECEIPT  
OFFICE OF THE REGISTRAR OF COMPANIES

REC. NO. :

REG. NO. :

TYPE OF DOCUMENT	MODE OF PAYMENT	DATE OF DOCUMENT	AMOUNT RS.
------------------	-----------------	------------------	------------

N: NORMAL FEE	TOTAL		
COMPUTER SUPPORT BY INDUSTRY DIVISION N.I.C	A: ADDITIONAL FEE		



07/06/2022

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 3

दस्त क्रमांक : 10191/2022

नोंदणी :

Regn:63m

## मावाने नाव : घाटकोपर

(1) विलेखाचा प्रकार	गहाणबत
(2) मोबदला	120000000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	0.0
(4) मू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्चन :, इतर माहिती: सर्व जमीन सर्वे नं. 187,हिस्सा नं. 3 आणि 4(पार्ट),सर्वे नं. 189,हिस्सा नं. 5बी आणि एक नं. 33 आणि 34,सिटीएस नं. 4047,4048,4049,4050,4051,4052,4053,4054,4055 आणि 4056,एकूण प्लॉट क्षेत्र 10,650 चौ.मी. आणि क्षेत्र 10,653.80 चौ.मी.,आणि क्षेत्र 10,544.90 चौ.मी.,मीजे घाटकोपर - किरोळ,एलबीएस मार्ग,घाटकोपर पश्चिम,मुंबई 400086...सदर दस्त मुद्रांक जिम्हाधिकारी मुंबई यांनी प्रकरण क्र. एडिजे/98/2022 नुसार अभिनियमित केला आहे. कर्जाची रक्कम - 12,00,00,000/-... भरलेले मु. शु. 500/-....इतर वर्चन हस्तात नमुद केल्याप्रमाणे ( C.T.S. Number : 4047, 4048, 4049, 4050, 4051, 4052, 4053, 4054, 4055 and 4056 ; Survey Number : 187 and 189 ; )
(5) क्षेत्रफळ	1) 0 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-बिल्डा आयटीसीएल (इंडिया) लिमिटेड सर्व्हे ऑथोराईज्ड सिग्रेटरी सानाजी केंद्रे ....(सिक्स्युरिटी ट्रस्टी) बच:-55; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: -, इमारतीचे नाव: आयएल बँड एफएस फायनान्सियल सेंटर, प्लॉट सी-22, जी ब्लॉक, ब्लॉक नं: वांद्रे कुर्ला कॉम्प्लेक्स, वांद्रे (पूर्व), मुंबई , रोड नं: -, महाराष्ट्र, MUMBAI. पिन कोड:-400051 पॅन नं:-AAAC16832K
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-नीलकंठ मॅशन्स आणि इन्फ्रास्ट्रक्चर प्रायव्हेट लिमिटेड चे संचालक नीरज पटेल .... (बॉरोबर) बच:-47; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: 5, इमारतीचे नाव: फाईन हाऊस, ब्लॉक नं: आनंदाजी सेन, एम जी रोड, घाटकोपर (पूर्व), मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AAACN1245R 2): नाव:-भावेचर प्रॉपर्टीज प्रायव्हेट लिमिटेड चे संचालक नीरज पटेल ..... (मॉर्गिजर) बच:-47; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: 5, इमारतीचे नाव: फाईन हाऊस, ब्लॉक नं: आनंदाजी सेन, एम जी रोड, घाटकोपर (पूर्व), मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AAACB1619B
(9) दस्तऐवज करून दिल्याचा दिनांक	07/06/2022
(10) दस्त नोंदणी केल्याचा दिनांक	07/06/2022
(11) अनुक्रमांक, खंड व पृष्ठ	10191/2022
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	15000
(14) शंका	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणचा तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

If relating to Order of High Court W.R.T. amalgamation or reconstruction of companies under section 394 of Companies Act 1956 or under the order of Reserve Bank of India under section 44A of the Banking Regulation Act 1949.



दस्तावेजात देण्यात आलेली सूची-2

सह दुय्यम निबंधक (वर्ग-2)  
कुर्ला क्र. 3



No. 37025/TA

**FRESH CERTIFICATE OF INCORPORATION  
CONSEQUENT ON CHANGE OF NAME**

IN THE OFFICE OF THE REGISTRAR OF COMPANIES, MAHARASHTRA,  
BOMBAY.

In the matter of \* **DAVE CONSTRUCTIONS LIMITED.**

I hereby approve and signify in writing under  
Section 21 of the Companies Act, 1956 (Act X of 1956) read  
with the Government of India, Department of Company Affairs  
Notification No.G.S.R.507E dated the 24th June 1985 the  
change of name of the company from **DAVE CONSTRUCTIONS LIMITED.**

to **NEELKANTH MANSIONS LIMITED.**

and I hereby certify that **DAVE CONSTRUCTIONS LIMITED.**

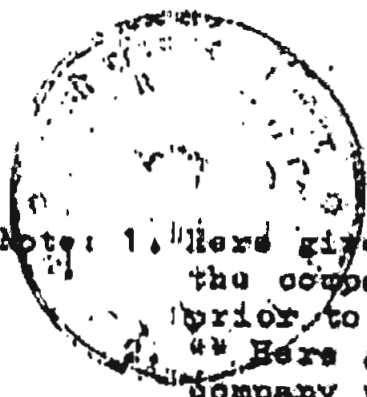
which was originally incorporated on **FIRST** day of  
**AUGUST** 19 **85** under the **"** **COMPANIES** Act 1956

and under the name **DAVE CONSTRUCTIONS PRIVATE LIMITED.**

having duly passed the necessary resolution in terms of  
section 21/22(1)(a)/22(1)(b) of the Companies Act, 1956; the  
name of the said company is this day changed to **NEELKANTH  
MANSIONS LIMITED.**

and this certificate is issued pursuant to section 21(1)  
of the said Act.

APRIL GIVEN UNDER MY HAND AT BOMBAY THIS EIGHTEENTH DAY  
OF 19 88 (One Thousand Nine Hundred Eighty Eight).



*V. S. Jalgaonkar*

(V.S. JALGAONKAR)  
REGISTRAR OF COMPANIES  
MAHARASHTRA, BOMBAY.

Note: 1. Here give the name of  
the company as existing  
prior to change.

\* Here give the name of the Act(s) under which the  
company was originally registered and incorporated.

No. 11:37025

FRESH CERTIFICATE OF INCORPORATION

CONSEQUENT ON CHANGE OF NAME

IN THE OFFICE OF THE REGISTRAR OF COMPANIES,

MAHARASHTRA, MUMBAI.

(Under the Companies Act, 1956 (Act I of 1956) )

In the matter of **NEELKANTH MANSIONS LIMITED**

I hereby certify that **NEELKANTH MANSIONS LIMITED**

which was originally incorporated on

**FIRST** day of **AUGUST, 1985** under the

**Companies Act, 1956** and under the name

**DAVE CONSTRUCTIONS PRIVATE LIMITED**

and upon on application made for reconversion into a  
Private Company under Section 31(1) of the Companies  
Act, 1956 and approval of the Central Govt. signified  
in writing having been accorded thereto

the name of the said company is

this day changed to **NEELKANTH MANSIONS PRIVATE LIMITED**

Given under my hand at **MUMBAI** this **TWENTYEIGHTH**

day of **NOVEMBER** Two thousand ~~XV~~ **THREE**.



  
(S.C. GUPTA),  
DEPUTY REGISTRAR OF COMPANIES,  
MAHARASHTRA, MUMBAI.



भारत सरकार-कम्पनी कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

लिमिटेड कम्पनी के रूप में परिवर्तित होने के परिणामस्वरूप, कम्पनी के नाम में परिवर्तन का नया  
निगमन प्रमाण-पत्र

कार्पोरेट पहचान संख्या : U45202MH1985PLC037025

मैसर्स NEELKANTH MANSIONS PRIVATE LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

NEELKANTH MANSIONS PRIVATE LIMITED

जो मूल रूप में दिनांक एक अगस्त उन्नीस सौ पचासी को, कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स

NEELKANTH MANSIONS PRIVATE LIMITED

के रूप में निगमित की गई थी, और उसके द्वारा कम्पनी अधिनियम, के साथ पठित धारा 31/21 की शर्तों के अनुसार विधिवत आवश्यक  
विनिश्चय दिनांक 18/04/2007 को पारित किया है, उक्त कम्पनी का नाम परिवर्तित होकर आज मैसर्स

NEELKANTH MANSIONS LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा मुंबई में आज दिनांक चौदह मई दो हजार सात को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF COMPANY AFFAIRS  
Registrar of Companies, Maharashtra, Mumbai

Fresh Certificate of Incorporation Consequent upon Change of Name on  
Conversion to Public Limited Company

Corporate Identity Number : U45202MH1985PLC037025

In the matter of M/s NEELKANTH MANSIONS PRIVATE LIMITED

I hereby certify that NEELKANTH MANSIONS PRIVATE LIMITED which was originally incorporated on First day of August Nineteen Hundred Eighty Five under the Companies Act, 1956 (No. 1 of 1956) as NEELKANTH MANSIONS PRIVATE LIMITED having duly passed the necessary resolution on 18/04/2007 in terms of Section 31/ 21 read with Section 44 of the Companies Act, 1956; the name of the said company is this day changed to NEELKANTH MANSIONS LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Mumbai this Fourteenth day of May Two Thousand Seven.



  
(VEERASWAMY SELVARAJ)  
कम्पनी रजिस्ट्रार / Registrar of Companies  
महाराष्ट्र, मुंबई  
Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

NEELKANTH MANSIONS LIMITED  
FINE HOUSE 5TH FLR ANANDJILANE M G ROAD, GHATKOPAR EAST,  
MUMBAI - 400077,  
Maharashtra, INDIA

भारत सरकार-कम्पनी कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कार्पोरेट पहचान संख्या : U45202MH1985PLC037025

मैसर्स NEELKANTH MANSIONS LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स  
NEELKANTH MANSIONS LIMITED

जो मूल रूप में दिनांक एक अगस्त उन्नीस सौ पचासी को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स  
NEELKANTH MANSIONS PRIVATE LIMITED

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा  
लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य  
विभाग, नई दिल्ली की अधिसूचना सं. सा का नि 507 (अ) दिनांक 24.8.1985 एस्.आर्.एन. A13942032 दिनांक 21/05/2007 के द्वारा  
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स  
NEELKANTH MANSIONS AND INFRASTRUCTURE LIMITED

होगया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा मुंबई में आज दिनांक इक्कीस नई दो हजार सात को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF COMPANY AFFAIRS  
Registrar of Companies, Maharashtra, Mumbai

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U45202MH1985PLC037025

In the matter of M/s NEELKANTH MANSIONS LIMITED

I hereby certify that NEELKANTH MANSIONS LIMITED which was originally incorporated on First day of August  
Nineteen Hundred Eighty Five under the Companies Act, 1956 (No. 1 of 1956) as NEELKANTH MANSIONS  
PRIVATE LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956  
and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of  
the Companies Act, 1956 read with Government of India, Department of Company Affairs, New Delhi, Notification  
No. G.S.R 507 (E) dated 24/08/1985 vide SRN A13942032 dated 21/05/2007 the name of the said company is this  
day changed to NEELKANTH MANSIONS AND INFRASTRUCTURE LIMITED and this Certificate is issued  
pursuant to Section 23(1) of the said Act.

Given under my hand at Mumbai this Twenty First day of May Two Thousand Seven.



*Veeraswamy Selvaraj*  
VEERASWAMY SELVARAJ  
कम्पनी रजिस्ट्रार / Registrar of Companies  
महाराष्ट्र, मुंबई  
Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय का पता :  
Mailing Address as per Registrar of Companies office:  
NEELKANTH MANSIONS AND INFRASTRUCTURE LIMITED  
FINE HOUSE 5TH FLR ANANDJILANE M G ROAD, GHATKOPAR EAST,  
MUMBAI - 400077,  
Maharashtra, INDIA

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

प्राइवेट लिमिटेड कम्पनी के रूप में परिवर्तित होने के परिणामस्वरूप, कम्पनी के नाम में परिवर्तन  
का नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U45202MH1985PTC037025

मैसर्स NEELKANTH MANSIONS AND INFRASTRUCTURE LIMITED

क मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

NEELKANTH MANSIONS AND INFRASTRUCTURE LIMITED

जो मूल रूप में दिनांक एक अगस्त उन्नीस सौ पचासी को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स

NEELKANTH MANSIONS AND INFRASTRUCTURE LIMITED

के रूप में निगमित की गई थी, और उसके द्वारा कम्पनी अधिनियम, 1956 की धारा 31(1) के अधीन प्राइवेट कम्पनी के रूप में परिवर्तित करने के लिए प्रार्थना-पत्र देने तथा भारत सरकार द्वारा उसका अनुमोदन कम्पनी रजिस्ट्रार कार्यालय आर.ओ.सी. - मुंबई के एस आर एन A73817041 दिनांक 22/12/2009 द्वारा प्राप्त होने की लिखित सूचना प्राप्त होने पर उक्त कम्पनी का नाम आज से परिवर्तित रूप में मैसर्स NEELKANTH MANSIONS AND INFRASTRUCTURE Private LIMITED

हो गया है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर से आज दिनांक बाईस दिसम्बर दो हजार नौ को मुंबई में जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, Maharashtra, Mumbai

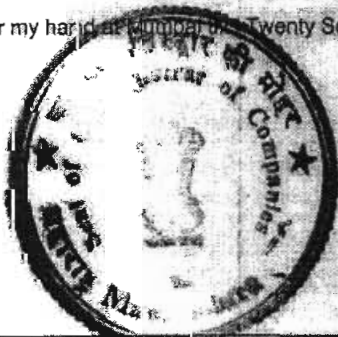
Fresh Certificate of Incorporation Consequent upon Change of Name on  
Conversion to Private Limited Company

Corporate Identity Number : U45202MH1985PTC037025

in the matter of M/s NEELKANTH MANSIONS AND INFRASTRUCTURE LIMITED

I hereby certify that NEELKANTH MANSIONS AND INFRASTRUCTURE LIMITED which was originally incorporated on First day of August Nineteen Hundred Eighty Five under the Companies Act, 1956 (No. 1 of 1956) as NEELKANTH MANSIONS AND INFRASTRUCTURE LIMITED and upon an application made for conversion into a Private Company under Section 31(1) of the Companies Act, 1956; and approval of Central Government signified in writing having been accorded thereto by the RoC-Mumbai vide SRN A73817041 dated 22/12/2009 the name of the said company is this day changed to NEELKANTH MANSIONS AND INFRASTRUCTURE Private LIMITED.

Given under my hand at Mumbai on Twenty Second day of December Two Thousand Nine.



(SHRIRAM MOTIRAM SAINDANE)

उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies  
महाराष्ट्र, मुंबई  
Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पताका का पता :

Mailing Address as per record available in Registrar of Companies office:

NEELKANTH MANSIONS AND INFRASTRUCTURE Private LIMITED  
FINE HOUSE 5TH FLR ANANDJILANE M.G ROAD, GHATKOPAR EAST,  
MUMBAI - 400077,  
Maharashtra, INDIA

**Neelkanth Mansions and Infrastructure Pvt Ltd.**

Litigations Details along with current status and also similarly order passed in the other cases of similar nature.

<b>Sr.</b>	<b>Litigation Name</b>	<b>Case Number</b>	<b>Court Name</b>	<b>Description of the suit</b>	<b>Remarks</b>
1	Neelkanth Mansions and Infrastructure Pvt Ltd.  V/s.  The Municipal Corporation for City Thane Through the Commissioner & Ors.	3201 of 2011	Hon'ble High Court Bombay	The Writ is filed relating to DP road constructed as per D.P. Plan of TMC.	A stay order has been passed by the Hon'ble High Court Bombay. the matter is pending for hearing



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### Case Details

**Bench :- Bombay**

**CNR No. :-** HCBM010152802011

**Stamp No. :-** WPST/10844/2011

**Filing Date :-** 19/04/2011

**Reg. No. :-** WP/3201/2011

**Reg. Date :-** 22/04/2011

**Petitioner :-** NEELKANTH MANSION AND INFRASTRUCTURES PRIVTE LTD.,AND ANR - ✓

**Respondent :-** THE MUNICIPAL CORPORATION FOR CITY THANE, AND ORS - ✓

**Petn.Adv. :-** PURNANAND AND CO ✓

**Resp.Adv. :-** MANDAR LIMAYE ✓

**District :- THANE** **Bench :- DIVISION**

**Status :-** Admitted(Unready)

**Last Date:-**01/04/2016 **Stage :-** FOR ADMISSION - AFTER NOTICE [CIVIL SIDE MATTERS]

**Last Coram :-** HON'BLE SHRI JUSTICE M.S. SONAK

**Act :-** Accreditation for Inspection and Certification of Organic product

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## High Court Of Bombay Case Status

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## Address for correspondence

- The Registrar General,  
Bombay High Court, Fort, Mumbai -32.

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- [Public Information Officers and Appellate Authorities](#)

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ASN



1

WP-3201.sxw

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION  
WRIT PETITION NO.3201 OF 2011**

Neelkanth Mansion and Infrastructures  
Private Ltd. And anr.

..Petitioners.

Vs.

The Municipal Corporation for City Thane  
through the Commissioner and ors.

..Respondents.

Ms. Aakanksha V. Thakkar i/by Purnanand & Co. for the Petitioner.  
Mr. Mayur Limaye for Respondents 1 and 2.

**CORAM : MOHIT S. SHAH, C. J. AND  
D. G. KARNIK, J.  
Monday, 25<sup>th</sup> April, 2011**

PC:

Notice, returnable on 14<sup>th</sup> June, 2011.

2 To be heard along with Writ Petition No.2844 of 2011.

3 In view of the averments made in paragraph 2 of the petition and following the ad interim order dated 8<sup>th</sup> April, 2011 passed in Writ Petition No.2844 of 2011 there shall be ad interim relief in terms of prayer clause (c) which reads as under.

“Pending the hearing and final disposal of the present writ petition, this Hon’ble Court be pleased to stay the effect, implementation, operation and/or execution of the directions contained in letter dated 6<sup>th</sup> November, 2010, issued by Respondent No.3 to Respondent No.1 qua the Petitioner and Stop Work Notice dated 25<sup>th</sup> February, 2011 read with notice dated 5<sup>th</sup> March, 2011”.





ASN

2

WP-3201.sxw

4 Leave to join Union of India in the Ministry of Environment and Forests as party respondent.

5 Mr. Limaye, learned counsel for respondent Nos. 1 and 2 waives service on behalf of the respondent Nos.1 and 2.

6 Parties to act on a copy of this order duly authenticated by the registry of this court.

**CHIEF JUSTICE**

**D.G. KARNIK, J.**



CALLA



(1)

(11) WP 2844/11 & Ors.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 2844 OF 2011

M/s. Cosmos Constructions .. Petitioners

Vs.

The Conservator of Forest and  
Regional Director & Ors. .. Respondents

WITH

WRIT PETITION NO. 3201 OF 2011

Neelkanth Mansion & Infrastructures  
Pvt. Ltd. & Anr. .. Petitioners

Vs.

The Municipal Corpn. of City Thane & Ors. .. Respondents

WITH

WRIT PETITION NO. 3416 OF 2011

Satya Realtors .. Petitioners

Vs.

The Municipal Corpn. of City Thane & Ors. .. Respondents

WITH

WRIT PETITION NO. 4224 OF 2011

Ravechi Property Developers & Anr. .. Petitioners

Vs.

The Municipal Corpn. of Thane & Ors. .. Respondents

WITH

WRIT PETITION NO. 5736 OF 2010

M/s. Cosmos Constructions .. Petitioners

Vs.



(2)

(11) WP 2844/11 & Ors.

The Municipal Corpn. of City Thane & Ors. .. Respondents

WITH  
CIVIL APPLICATION NO. 2749 OF 2010

Bombay Environmental Action Group .. Petitioners

Vs.

The Municipal Corpn. of City Thane & Ors. .. Respondents

WITH  
WRIT PETITION NO. 6202 OF 2010

Satya Realtors .. Petitioners

Vs.

The Municipal Corpn. of City Thane & Ors. .. Respondents

WITH  
CIVIL APPLICATION NO. 2750 OF 2010

Bombay Environmental Action Group .. Petitioners

Vs.

The Municipal Corpn. of City Thane & Ors. .. Respondents

Ms. Gauri Godse for Petitioners in WP 2844 of 2011 & WP 5736 of 2010.  
Mr. Sanjay Jain a/w. Mrs. Neelam Prasad i/b Purnanand & Co. for  
Petitioner in WP 3201 of 2011.

Mr. Sanjay Jain a/w. Mrs. Neelam Prasad i/b Purnanand & Co. for  
Petitioner in WP 4224 of 2011.

Mr. Hansraj Jagtap i/b M/s. Jayakars for Applicant in CAW 2749 of 2010  
in WP 5736 of 2010.

Mr. Anupam Dholakia i/b Neela A. Dholakia for Petitioner in WP 6202 of  
2010.

Mr. Manohar Limaye for Respondent Nos.1 & 2 in WP 3201 of 2011.

Mr. Gautam Ankhed a/w. Ms. Naveen Kumar for Respondent No.4-UOI  
in WP 2844 of 2011 & Respondent No.5-UOI in WP 3201 of 2011 and  
WP 4224 of 2011.

Mr. G. Hariharan i/b Pankaj Kapoor for Respondent No.3-UOI in WP  
6202 of 2010.

Mr. S. R. Nargolkar, Addl. G.P. for Respondent State.



(3)

(11) WP 2844/11 & Ors.

**CORAM : MOHIT S. SHAH, C.J. AND  
MRS. ROSHAN DALVI, J.**

**Date : 15 NOVEMBER 2011.**

P.C.

Heard learned Counsel for the parties on the question of ad interim relief. The ad interim relief granted earlier shall continue till final disposal of these Writ Petitions. It will be open the learned Govt. Pleader to make the prayer for early final hearing of the Petitions.

CHIEF JUSTICE

ROSHAN DALVI, J.

00

00

REF/SNG/Neelkanth/KM

Date: 04.01.2023

**TITLE SEARCH REPORT**

**Neelkanth Mansions and Infrastructure Private Limited**  
Fine House, 5th Floor,  
Anandji Lane, M. G. Road,  
Ghatkopar (E), Mumbai 400 077.

Kind Attn: Mr. Nilesh

Sir,

Re:

- i. Property being all those pieces and parcels of land bearing Survey No. 312/1A, admeasuring 16,337.66 Sq. Mtrs. out of 51,310 Sq. Mtrs. situated at Village Majiwade and Taluka and Registration Sub-District Thane, Maharashtra ("said Land"),
- ii. Building known as Wing F comprising of Gr. (Comm.) + 1<sup>st</sup> (Comm.) + 2<sup>nd</sup> (Comm.) + 3<sup>rd</sup> (Fitness Centre) + Service Floor + 4<sup>th</sup> to 28<sup>th</sup> floor + 29<sup>th</sup> Recreational Floor being constructed on the said Land ("said Building"), and is bounded as follows:

On or towards the North: Adj. S. No. 319/1B/1, 312/1A;

On or towards the South: Adj. S. No. 312/1A;

On or towards the East: Adj. S. No. 312/1A; and

On or towards the West: Adj. S. No. 312/1A, 312/1B & 40.0 M wide D. P. Road.

The said Land and the said Building are hereinafter collectively referred to as the "said Property".



**I. NAME OF THE CLIENT:**

Neelkanth Mansions and Infrastructure Private Limited ("NMIPL")

**II. DESCRIPTION OF THE PROPERTY:**

- i. Property being all those pieces and parcels of land bearing Survey No. 312/1A, admeasuring 16,337.66 Sq. Mtrs. out of 51,310 Sq. Mtrs. situated at Village Majiwade and Taluka and Registration Sub-District Thane, Maharashtra ("said Land"),
- ii. Building known as Wing F comprising of Gr. (Comm.) + 1<sup>st</sup> (Comm.) + 2<sup>nd</sup> (Comm.) + 3<sup>rd</sup> (Fitness Centre) + Service Floor + 4<sup>th</sup> to 28<sup>th</sup> floor + 29<sup>th</sup> Recreational Floor being constructed on the said Land ("said Building"), and is bounded as follows:

On or towards the North: Adj. S. No. 319/1B/1, 312/1A;

On or towards the South: Adj. S. No. 312/1A;

On or towards the East: Adj. S. No. 312/1A; and

On or towards the West: Adj. S. No. 312/1A, 312/1B & 40.0 M wide D. P. Road.

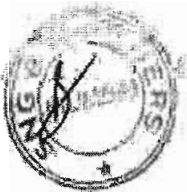
The said Land and the said Building are hereinafter collectively referred to as the "said Property".

**III. NATURE OF THE PROPERTY:**

Freehold Property

**IV. LIST OF DOCUMENTS PERUSED/ SCRUTINISED:**

- 1) Photocopy of Indenture of Conveyance dated 8<sup>th</sup> July, 1944 duly registered with the Sub-Registrar of Assurances under serial no. BOM/4624/1944;
- 2) Photocopy of Consent Terms dated 27<sup>th</sup> October, 1999 filed against Appeal No. 752 of 1999;



- 3) Photocopy of Order dated 3<sup>rd</sup> October, 2000 bearing No. ULC/TA/TE-1/Majiwade/SR-170+171 issued by Additional Collector and Competent Authority Thane Urban Agglomeration;
- 4) Photocopy of the Letter of Rectification dated 27<sup>th</sup> October, 2000 issued by Additional Collector and Competent Authority Thane Urban Agglomeration;
- 5) Photocopy of certificate of Incorporation dated 5<sup>th</sup> July, 2001 bearing reference no. U 45201 MH 2001 PLC 132625;
- 6) Photocopy of plan dated 17<sup>th</sup> September, 2003 approved by Thane Municipal Corporation;
- 7) Photocopy of the Order dated 22<sup>nd</sup> April, 2004 bearing No. Mahsul/C-1/TE.1/NAP/SR-44/2004 issued by Collector Thane;
- 8) Photocopy of Development Agreement dated 31<sup>st</sup> December, 2003 duly registered with the Sub- Registrar of Assurances under serial no. TNN-2/594/2004;
- 9) Photocopy of Power of Attorney dated 31<sup>st</sup> December, 2003;
- 10) Photocopy of Declaration cum Indemnity Bond dated 23<sup>rd</sup> April, 2004 registered with the Sub-Registrar of Assurances under serial no. TNN-2/3307/2004;
- 11) Photocopy of Declaration cum Indemnity Bond dated 23<sup>rd</sup> April, 2004 registered with the Sub-Registrar of Assurances under serial no. TNN-2/3306/2004;
- 12) Photocopy of Development Agreement dated 13<sup>th</sup> March, 2006 duly registered with the Sub-Registrar of Assurances under serial no. TNN-2/1948/2006 on 13/03/2006;
- 13) Photocopy of Power of Attorney dated 13<sup>th</sup> March, 2006 duly registered before Sub-Registrar of Assurances at serial no. TNN-2/232/2006;



- 14) Photocopy of the Order dated 27<sup>th</sup> October, 1999 passed by the Hon'ble Bombay High Court in Appeal No. 752 of 1999.
- 15) Photocopy of Fresh Certificate of Incorporation dated 21<sup>st</sup> May, 2007 consequent upon change of name issued by the Registrar of Companies.
- 16) Photocopy of the MTR Form Number 6 dated 15<sup>th</sup> November, 2021 issued by the Revenue department, Government of Maharashtra in the name of Neelkanth Mansions on behalf of Fardun Nadirsha Mulla.
- 17) Photocopy of Letter dated 22<sup>nd</sup> February, 2021 bearing reference no. Sector IV / V.P. No. S04/0069/14 (Old V.P. No. 2004/12) issued by Saakaar Architects to the Assistant Director of Town Planning, Thane Municipal Corporation.
- 18) Photocopy of Letter dated 22<sup>nd</sup> September, 2022 issued by Standard Chartered Bank.
- 19) Photocopy of Deed of Mortgage cum Charge dated 15<sup>th</sup> July, 2022 registered with the Sub-Registrar of Assurances under serial no.TNN-11/10652/2022.
- 20) Photocopy of Security Trustee Agreement dated 7<sup>th</sup> June, 2022;
- 21) Photocopy of Facility Agreement dated 7<sup>th</sup> June, 2022;
- 22) Photocopy of Deed of Reconveyance dated 7<sup>th</sup> July, 2022 registered with the Sub-Registrar of Assurances under serial no.TNN-5/11277/2022;
- 23) Photocopy of No Dues Certificate dated 7<sup>th</sup> July, 2022 issued by IM Financial Credit Solutions Limited;
- 24) Photocopy of Indenture of Mortgage dated 5<sup>th</sup> April, 2017 registered with the Sub-Registrar of Assurances under serial no.TNN-5/3750/2017;
- 25) Photocopy of Letter dated 31<sup>st</sup> January, 2022 issued by Saakaar Architects;

- 26) Photocopy of Fresh Certificate of Incorporation Consequent upon Change of Name on Conversion to Public Limited Company dated 14<sup>th</sup> May, 2007 issued by Registrar of Companies (Mumbai);
- 27) Photocopy of Fresh Certificate of Incorporation Consequent upon Change of Name dated 21<sup>st</sup> May, 2007 issued by Registrar of Companies (Mumbai);
- 28) Photocopy of Fresh Certificate of Incorporation Consequent upon Change of Name on Conversion to Private Limited Company dated 22<sup>nd</sup> December, 2009 issued by Registrar of Companies (Mumbai);
- 29) Photocopy of Memorandum of Understanding dated 6<sup>th</sup> February, 2006;
- 30) Photocopy of Vacant Land Tax Bill dated 1<sup>st</sup> April, 2022 bearing no. TMC222320001714 was issued by the Municipal Corporation of the City of Thane;
- 31) Photocopy of Receipt dated 6<sup>th</sup> July, 2022 bearing no. TMC2223HO001623 issued by Thane Municipal Corporation;
- 32) Photocopy of Property Tax Bill dated 10<sup>th</sup> April, 2022 bearing no. TMC222309300385 issued by Thane Municipal Corporation;
- 33) Photocopy of Receipt dated 23<sup>rd</sup> August, 2022 bearing no. TMC2223LS011076 issued by Thane Municipal Corporation;
- 34) Photocopy of No Objection Certificate dated 28<sup>th</sup> December, 2022 bearing reference no. TMC/CFO/M/HR/241/217 issued by the Chief Fire Officer of the Thane Fire Brigade;
- 35) Photocopy of Commencement Certificate dated 30<sup>th</sup> December, 2022 bearing reference no. 5189 issued by the Executive Engineer of the Town Development Department;

- 36) Photocopy of Approved Plans all dated 30<sup>th</sup> December, 2022 bearing reference no. TMC/TD-DP/TPS/4271/22 issued by Executive Engineer of Thane Municipal Corporation;
- 37) Photocopy of No Objection Certificate dated 25<sup>th</sup> November, 2021 bearing reference no. TMC/CFO/M/117/117 was issued by the Chief Fire Officer of the Thane Fire Brigade;
- 38) Environmental Clearance Certificate dated 13<sup>th</sup> June, 2022 bearing reference no. EC22B039MH196473 issued by State Environment Impact Assessment Authority;
- 39) Certificate dated 4<sup>th</sup> January, 2023 issued by Saakaar Architects
- 40) Possession Receipts issued by the Thane Municipal Corporation

**V. SCOPE OF WORK:**

Our scope of opinion is limited to the examination of title of the Said Property and conducting search in the offices of the concerned Sub-Registrar of Assurances for the period of 30 years in respect of the Said Property, conducting ROC, examination of documents as perused under point 4 above in relation to Said Property and accordingly we observe as under: -

**VI. TRACING OF TITLE:**

On perusal of the documents furnished to us, we observe as under:

1. That prior to the year 1944, (i) Mr. Bomansha Hormusji Tara Porewalla and (ii) Mr. Pirosha Bomanji Bharthania were the owners of all those piece and parcel of land bearing Survey Nos. 312, 316, 318 and 319 measuring approximately 43.7 acres situated at Village Majiwade and Taluka and Registration Sub-District Thane, Maharashtra (hereinafter referred as "said Larger Land") who had sold and conveyed the same along with other land parcels in favour of (i) Mr. Nadirshah Rustomji Mulla and (ii) Mr. Meherbai Nadirshah Mulla vide an Indenture of Conveyance dated 8<sup>th</sup> July, 1944 duly registered with the Sub-Registrar of Assurances under



serial no. BOM/4624/1944 for the consideration of Rs. 26,000/- (Rupees Twenty-Six Thousand Only) and on the terms and conditions stated therein.

2. Thereafter, on demise of Mr. Nadirshah Rustomji Mulla and Mr. Meherbai Nadirshah Mulla on 26<sup>th</sup> March, 1984 and 18<sup>th</sup> January, 1991, respectively, (i) Mr. Fardun Mulla, (ii) Mr. Navel Mulla, (iii) Mrs. Dinavan A. Mehta nee Dinavan Navel Mulla, (iv) Mr. Rustom Navel Mulla and (v) Mr. Manek Navel Mulla became joint owners of the said Larger Land ("said Owners") along with other property by virtue of Probates granted by the High Court of Judicature at Bombay in its Testamentary and Intestate Jurisdiction on 7<sup>th</sup> May, 1990 and 21<sup>st</sup> October, 1992 in Testamentary Petition Nos. 122 of 1985 and 229 of 1992 against Will and Testament dated 21<sup>st</sup> August, 1983 and 7<sup>th</sup> April, 1989 of Mr. Nadirshah Rustomji Mulla and Mr. Meherbai Nadirshah Mulla.

*SNG Comment: We have been represented by the Client vide Status Letter dated 4<sup>th</sup> January, 2023 that the copies of Probates granted by the High Court of Judicature at Bombay in its Testamentary and Intestate Jurisdiction on 7<sup>th</sup> May, 1990 and 21<sup>st</sup> October, 1992 in Testamentary Petition Nos. 122 of 1985 and 229 of 1992 against Will and Testament dated 21<sup>st</sup> August, 1983 and 7<sup>th</sup> April, 1989 of Mr. Nadirshah Rustomji Mulla and Mr. Meherbai Nadirshah Mulla are not available with them.*

3. Further, on perusal of Kamijasta Patra, we understand that the said Larger Land was subdivided by the Thane Municipal Corporation vide Order dated 1<sup>st</sup> November, 2008. The said Larger Land had been divided as follow:

Sr. No.	Survey No.	Area in Sq. Mtrs.		
		Total Area	Area of Client	Area of Ravechi Builders
1.	312/1/A	51,310	16,930.03	34,379.97
2.	312/1/B	9,480	1,407	8,076.97
3.	316	21,550	7,554.03	13,995.97
4.	318/1D	59,350	27,840.94	31,509.06
5.	319/1/B/1	500	500	==

6.	319/1/B/2	<u>1,700</u>	<u>278</u>	<u>1,422</u>
7.	319/1/A	<u>2,144</u>	<u>2,144</u>	<u>---</u>
<b>TOTAL</b>		<b><u>1,50,084</u></b>	<b><u>56,654</u></b>	<b><u>93,430</u></b>

Hence, the said Owners then became the rightful owners of land bearing C.T.S. Nos. 312/1/A, 312/1/B, 316, 318/1D, 319/1/B/1, 319/1/B/2 and 319/1/A admeasuring 56,654 Sq. Mtrs. (hereinafter referred as "said New Land").

*SNG Comment: We have been represented by the Client vide Status Letter dated 4<sup>th</sup> January, 2023 that Order dated 1<sup>st</sup> November, 2008 passed by the Thane Municipal Corporation is not available with them.*

4. Thereafter, the said Owners entered into a Memorandum of Understanding dated 4<sup>th</sup> March, 1994 with M/s Lok Holdings to develop the said New Land along with other property on the terms and conditions mentioned therein.

*SNG Comment: We have been represented by the Client vide Status Letter dated 4<sup>th</sup> January, 2023 that the Memorandum of Understanding dated 4<sup>th</sup> March, 1994 is not available with them.*

5. Subsequently, a dispute arose between the parties to the aforesaid Memorandum of Understanding dated 4<sup>th</sup> March, 1994 and consequently M/s. Lok Holdings filed a suit bearing No. 2104 of 1999 in the Bombay High Court which was amicably settled in Appeal No. 755 of 1999 and in pursuance thereof a Consent Term dated 27<sup>th</sup> October, 1999 in the said appeal was filed and an order to that effect was also passed.
6. Thereafter, as per the terms of the Consent Terms dated 27<sup>th</sup> October, 1999, the said Owners agreed to grant, assign and convey the said New Land along with other land parcels in favour of M/s Lok Holdings or its nominees. Consequently, in pursuance of the application, the Additional Collector and Competent Authority Thane Urban Agglomeration issued an Order bearing No. ULC/TA/TE-1/Majiwade/SR-170+171 dated 3<sup>rd</sup> October, 2000 as rectified by corrigendum dated 27<sup>th</sup> October, 2000 stating



that the said New Land along with other land parcels are not a surplus property.

7. Thereafter, Thane Municipal Corporation vide a plan dated 17<sup>th</sup> September, 2003 approved under Improved Development Scheme stated that the said New Land shall be included in residential zone subject to the condition that the said Owners shall keep 15% of the said New Land for public amenities in addition to the compulsory open space as stipulated in Development Control Regulations and transfer of development rights (TDR) can be made available to the said Owners after the said 15% land is surrendered free of cost to the Thane Municipal Corporation.
8. Further, by and under Order bearing No. Mahsul/C-1/TE.1/NAP/SR-44/2004 dated 22<sup>nd</sup> April, 2004, the Collector Thane issued granted its permission for converting the usage of the said New Land for non-agricultural purpose in the manner and on the terms and conditions stated therein.
9. Thereafter, M/s. Lok Holdings was converted from a partnership firm into a limited company under the Companies Act, 1956 on 5<sup>th</sup> July, 2001 by the name of M/s Lok Holdings and Constructions Limited. Consequently, Lok Holdings and Construction Limited nominated M/s. Bahar Housing and Developers as their nominee for purchasing the said New Land.
10. Subsequently, vide a Development Agreement dated 31<sup>st</sup> December, 2003 registered with the Sub-Registrar of Assurances under serial no. TNN-2/594/2004 executed by and between (i) Mr. Fardun Mulla, (ii) Mr. Navel Mulla, (iii) Mrs. Dinavan A. Mehta, (iv) Mr. Rustom Navel Mulla and (v) Mr. Manek Navel Mulla (*therein referred to as the Owners*) and Lok Holding and Constructions Limited (*therein referred to as the Confirming Party*) granted the right to develop and sale the said New Land to M/s Bahar Housing and Developers, for the consideration and on the terms and conditions stated therein. The aforesaid Development Agreement dated 31<sup>st</sup> December, 2003 states that M/s Bahar Housing and Developers is entitled, on its own account, to sell or transfer or deal with on ownership or any other basis the plots, bungalows, row houses, flats and premises in the new construction to the prospective purchasers and parties and for

that purpose to enter into on its own behalf risk and responsibility agreements or letters of allotment or such other writings or documents in M/s Bahar Housing and Developers' own name.

11. Simultaneously, by and under Power of Attorney dated 31<sup>st</sup> December, 2003 executed by (i) Mr. Fardun Mulla, (ii) Mr. Navel Mulla, (iii) Mrs Dinavan A. Mehta, (iv) Mr. Rustom Navel Mulla and (v) Mr. Manek Navel Mulla in favour of (i) Mr. Darshan L. Gandhi, (ii) Mr. Tarak L. Gandhi, (iii) Mr. Lalit C. Gandhi, (iv) Mr. Natvarlal M. Shah and (v) Mr. Ashish C Sanghavi (being the partners of the said M/s Bahar Housing and Developers), the said Owners nominated and appointed (i) Mr. Darshan L. Gandhi, (ii) Mr. Tarak L. Gandhi, (iii) Mr. Lalit C. Gandhi, (iv) Mr Natvarlal M. Shah and (v) Mr. Ashish C. Sanghavi, as their attorneys in respect of the said New Land, in the manner stated therein.
12. Further, after obtaining necessary permissions from the concerned authority, M/s Bahar Housing and Developers commenced the development of the said New Land under the name of "Lok Bahar". Consequently, concerned authority approved the Sanction Layout Plan vide V.P. No. 2004/2-tnc/tdd/3401 dated 1<sup>st</sup> January, 2004.
13. A Declaration cum Indemnity Bond dated 23<sup>rd</sup> April, 2004 registered with the Sub-Registrar of Assurances under serial no. TNN-2/3306 /2004 was executed by Darshan L. Gandhi (Partner of M/s. Bahar Housing and Developers), wherein he declared that an area of 1,685 Sq. Mtrs. out of the said New Land has been handed over and surrendered for road widening purpose to Thane Municipal Corporation by the said Owners. On perusal of an undated Possession Receipt, we observe that the aforementioned transfer of 1,685 Sq. Mtrs. was acknowledged by the Thane Municipal Corporation. Similarly, another Declaration cum Indemnity Bond of even date was registered with the Sub-Registrar of Assurances under serial no. TNN-2/3307/2004, wherein Darshan L. Gandhi (Partner of M/s. Bahar Housing and Developers) declared that an area of 8,245.35 Sq. Mtrs. out of the said New Land has been handed over and surrendered as amenity plot to Thane Municipal Corporation by the said Owners. On perusal of an undated Possession Receipt, we observe that the aforementioned



transfer for the purpose for amenity plot was acknowledged by the Thane Municipal Corporation.

14. Subsequently, M/s Bahar Housing and Developers entered into a Memorandum of Understanding dated 6<sup>th</sup> February, 2006 with Neelkanth Mansions Private Limited, whereby M/s Bahar Housing and Developers agreed to sell, transfer and assign the said New Land and/or their right, title and interest in the said New Land including the benefit of the Development Agreement dated 31<sup>st</sup> December, 2003 along with the benefit of incomplete construction of 10 buildings subject to the Agreement for Sale of flats/shops as stated therein to M/s Neelkanth Mansions Private Limited for the consideration and on the terms and conditions stated therein.

**Clause 18 of the aforementioned Memorandum of Agreement dated 6<sup>th</sup> February, 2006 reads as follow:**

*"The Vendors have informed the purchasers that 15% of the total area i.e. 8245 sq.mtrs. is meant for Amenity Plot and about 1685 sq. mts is under set back area. The Vendors have not made any claim or received compensation in respect thereof. The Purchaser at their own cost shall take necessary steps and surrender such area and obtain compensatory free TDR / FSI in lieu thereof which can be utilized by the purchasers. The Vendors shall give full co-operation and sign such documents as may be required for the purpose by the Purchasers. It is also, agreed that while surrendering the Amenity Plot if any building is required to be constructed, same will be constructed by the purchasers at their own cost. Similarly any additional FSI / TDR is granted by the corporation in respect thereof the purchasers alone shall be entitled to the same"*

15. Consequently, vide Development Agreement dated 13<sup>th</sup> March, 2006 registered with the Sub-Registrar of Assurances under serial no. TNN-2/1948/2006, M/s Bahar Housing and Developers granted development rights in respect of the said New Land along with the benefit of Development Agreement dated 31<sup>st</sup> December, 2003 duly registered with the Sub-Registrar of Assurances under serial no. TNN-2/594/2004 to Neelkanth Mansions Private Limited in consideration of Neelkanth Mansions Private Limited having agreed to pay to M/s Bahar Housing and Developers a sum of Rs. 29,71,00,000/- (Rupees Twenty-Nine Crores Seventy-One Lakhs only) and on the other terms and conditions stated therein.



**Clause 1 of the aforementioned Development Agreement dated 13<sup>th</sup> March, 2006 reads as follow:**

*"The Owners hereby grant to the Developers and the Developers hereby accept from the Owners development rights in respect of the said property situate at Village Majewadi, Thane bearing Survey Nos. 312 (part), 316 (part), 318 (part), 319 (part), admeasuring in all 14 acres, equivalent to 56654 sq. mtrs or thereabouts, along with benefit of the said development agreement dated 31.12.03 as well as benefits of all sanctions and permissions obtained by the Owners for development of the said property including benefit of construction already put on by the Owners on the said property with rights to the Developers to develop the said property to the fullest possible extent by consuming the entire FSI that may be permitted to be utilized in respect of the said property including Transferable Development Rights [TDR] that may be permitted to be utilized on the said property in accordance with Development Control Regulations, that may be in force from time to time and free from all encumbrances."*

**Clause 2 of the aforementioned Development Agreement dated 13<sup>th</sup> March, 2006 reads as follow:**

*"In consideration to the aforesaid the Developers have agreed to*

- a. Pay to the Owners a sum of Rs. 29,71,00,000 [Rupees Twenty Nine Crore Seventy One Lakhs] and*
- b. Complete construction and hand over possession of 178 flats/shops to the Flat Purchasers in terms of Agreement for Sale as set out in Annexue "II" hereto on payment of the balance consideration amounted by the flat Purchasers to the Developers.*
- c. Construct and hand over to the Owners and/or their nominees 28 Nos. of flats more particularly described in Annexure "III" hereto, in the said buildings under construction."*

**Clause 5(e) of the aforementioned Development Agreement dated 13<sup>th</sup> March, 2006 reads as follow:**

*"The said Development Agreement dated 31.12.2003 is valid, subsisting and binding upon the Owners. The Owners have paid entire consideration and nothing is due or payable to the original Owners and/or Confirming Party to the said agreement in respect of the said property."*



**Clause 9 of the aforementioned Development Agreement dated 13<sup>th</sup> March, 2006 reads as follow:**

*"Simultaneously with the execution hereof, the Owners have handed over full, free vacant and peaceful possession of the said property along with the construction already carried out by the Developers and executed a General Power of Attorney in favour of the Developer, authorizing the Developers on their behalf as well as on behalf of the Original Owners in their favour and at the costs, expenses, risk and responsibility of the Developers to do all acts, deeds, matters and things pertaining to the development of the said property and for that purpose approach various authorities including the Thane Municipal Corporation such Power of Attorney having been given against an Indemnity from the Developer."*

**Clause 18 of the aforementioned Development Agreement dated 13<sup>th</sup> March, 2006 reads as follow:**

*"The Owners have informed the Developers that 15% of the total area i.e. 8245 sq.mtrs. is meant for Amenity Plot and about 1685 sq. mts is under set back area. The Owners have not made any claim or received compensation in respect thereof. The Developers at their own cost shall take necessary steps and surrender such area and obtain compensatory free TDR / FSI in lieu thereof which can be utilised by the Developers. The Owners shall give full co-operation and sign such documents as may be required for the purpose by the Developers. It is also, agreed that while surrendering the Amenity Plot if any building is required to be constructed, same will be constructed by the Developers at their own cost. Similarly any additional FSI/TDR is granted by the corporation in respect thereof the Developers alone shall be entitled to the same."*

**Clause 19 of the aforementioned Development Agreement dated 13<sup>th</sup> March, 2006 reads as follow:**

*"The Owners confirm that save and except the right to receive balance consideration and allotment and possession of the flats as set out in Annexure "II & III", they have no right, title, interest claim or demand of any nature whatsoever against the Developers and/ or in respect of the said property and the Developers alone shall be entitled to deal with and dispose off the said property in such a manner as the Developers may deem fit."*

16. In pursuance of the aforesaid Development Agreement dated 13<sup>th</sup> March, 2006, Mr. Darshan L. Gandhi, Mr. Tarak L. Gandhi, Mr. Lalit C. Gandhi, Mr. Natvarlal M. Shah and Mr. Ashish C. Sanghavi (being the partners of



the said M/s Bahar Housing and Developers) executed a Power of Attorney dated 13<sup>th</sup> March, 2006 registered with the Sub-Registrar of Assurances under serial No. TNN-2/232/2006, in favour of Mr. Mukesh M. Patel and Mr. Mohan V. Patel (Directors of Neelkanth Mansions Private Limited) to do various acts and deeds as stated therein.

**Clause 31(a) of the aforementioned Power of Attorney dated 13<sup>th</sup> March, 2006 reads as follow:**

*"The Attorney(s) is/are hereby inter-alia authorized and empowered to mortgage or charge for raising any loans or finance, the said Property admeasuring 14 acres and more particularly described in the Schedule hereunder written and shown on the Plan hereto annexed such mortgage or charge to be created on the express condition that the Attorney or Attorneys and the said Neelkanth Mansions Pvt. Ltd. alone be jointly and severally responsible and liable for the discharge of any such mortgage or charge by repayment of the loans or monies borrowed. It is expressly agreed and understood that none of us of the owners of the said Property shall be in any manner responsible or liable for any such mortgage or charge or repayment of any monies borrowed by the said Attorney or Attorneys or the said Company of Neelkanth Mansions Pvt. Ltd. against the security of the said Property."*

17. Thereafter, vide Fresh Certificate of Incorporation Consequent upon Change of Name on Conversion to Public Limited Company dated 14<sup>th</sup> May, 2007 issued by Registrar of Companies (Mumbai), the name of Neelkanth Mansions Private Limited was changed to Neelkanth Mansions Limited. Further, vide Fresh Certificate of Incorporation Consequent upon Change of Name dated 21<sup>st</sup> May, 2007 issued by Registrar of Companies (Mumbai), the name of Neelkanth Mansions Limited was changed to Neelkanth Mansions and Infrastructure Limited. Furthermore, vide Fresh Certificate of Incorporation Consequent upon Change of Name on Conversion to Private Limited Company dated 22<sup>nd</sup> December, 2009 issued by Registrar of Companies (Mumbai), the name of Neelkanth Mansions and Infrastructure Limited was changed to Neelkanth Mansions and Infrastructure Private Limited.



18. Hence, the Client then became entitled to develop the said New Land. Thereafter, the Client intended to construct a project named Neelkanth Greens comprising of 24 row houses and 15 multi-storied buildings ("said

Project") out of which 2 phases of project Neelkanth Greens have been completed and the 3rd phase is currently under development. The 3rd phase comprises of building known as Wing F ("said Building") which is to be developed on land bearing Survey No. 312/1/A admeasuring 16,930.03 Sq. Mtrs. ("said Portion")

19. Further, in lieu of the reservation for Thane Borivali Twin Tunnel, the Client is in the process of transferring an area of 592.37 Sq. Mtrs. out of the said Portion and 81.85 Sq. Mtrs. from Survey No. 319/1B/1 in favour of the Thane Municipal Corporation. An Indenture of Transfer is going to be executed between the Client and Thane Municipal Corporation for the same.
20. Pursuant to the aforementioned transfer, the Client then became entitled to develop the said Building on an area of 16,337.66 Sq. Mtrs. out of 51,310 Sq. Mtrs. ("said Land").

#### VII. APPROVALS/SANCTIONS/PERMISSIONS:

1. In respect of the said Building, the Client has obtained the (1) Layout plan dated 30<sup>th</sup> December, 2022 bearing reference no. TMC/TD-DP/TPS/4271/22 certified by the Executive Engineer of Thane Municipal Corporation thereby sanctioning Wing F having proposed built-up area of 10,030.06 Sq. Mtrs. and (2) Commencement Certificate dated 30<sup>th</sup> December, 2022 bearing reference no. 5189 issued by the Thane Municipal Corporation thereby granting its permission to carryout development to erect Wing F comprising of Gr. (Comm.) + 1<sup>st</sup> (Comm.) + 2<sup>nd</sup> (Comm.) + 3<sup>rd</sup> (Fitness Centre) + Service Floor + 4<sup>th</sup> to 28<sup>th</sup> floor + 29<sup>th</sup> (Recreational Floor) on the said Land, on terms and conditions mentioned therein.
2. By and under Letter dated 22<sup>nd</sup> February, 2021 issued by Saakaar Architects to the Assistant Director of Town Planning, Thane Municipal Corporation, the developer through its architect have applied for revised building plan for Wing F (F1 and F2) comprising of Gr. (Comm.) + 1<sup>st</sup> (Comm.) + 2<sup>nd</sup> (Comm.) + 3<sup>rd</sup> (Fitness Centre) + Service Floor + 4<sup>th</sup> to 28<sup>th</sup> floor + Recreational Floor in accordance with the new Unified Development

Control Regulations for Maharashtra, in the manner stated therein and the same is in process.

3. A No Objection Certificate dated 25<sup>th</sup> November, 2021 bearing reference no TMC/CFO/M/117/117 was issued by the Chief Fire Officer of the Thane Fire Brigade, wherein the said Authority granted its approval for the construction of the residential building known as Wing F comprising of Gr (Comm.) + 1<sup>st</sup> (Comm.) + 2<sup>nd</sup> (Comm.) + 3<sup>rd</sup> (Fitness Centre) + Service Floor + 4<sup>th</sup> to 28<sup>th</sup> floor + 29<sup>th</sup> (Recreational Floor) along with mechanical parking tower of 1 to 23 level on the terms and conditions mentioned therein.
4. By and under letter dated 31<sup>st</sup> January, 2022 issued by Saakaar Architects, the following details have been confirmed and certified:
  - a) NMIPL has the development rights in the said New Land,
  - b) NMIPL has proposed construction of the said Building and for the same, amended plans have been submitted for approval to Thane Municipal Corporation,
  - c) Total approved built-up area for the said Project is 77,236.11 Sq. Mtrs.,
  - d) Total built-up area of the said Building is 18,527.63 Sq. Mtrs.,
  - e) An area of 9,934 Sq. Mtrs. out of the said New Land has been handed over to Thane Municipal Corporation,
  - f) The said Owners are recorded as owners for an area of 46,720 Sq. Mtrs. out of the said New Land.
5. An Environmental Clearance Certificate dated 13<sup>th</sup> June, 2022 bearing reference no. EC22B039MH196473 was issued by State Environment Impact Assessment Authority, wherein the said Authority granted environmental clearance with respect to the construction of the said Building.
6. A No Objection Certificate dated 28<sup>th</sup> December, 2022 bearing reference no. TMC/CFO/M/HR/241/217 was issued by the Chief Fire Officer of the Thane Fire Brigade, wherein the said Authority granted its approval for the construction of the residential building known as Wing F comprising of Gr (Comm.) + 1<sup>st</sup> (Comm.) + 2<sup>nd</sup> (Comm.) + 3<sup>rd</sup> (Fitness Centre) + Service Floor + 4<sup>th</sup> to 28<sup>th</sup> floor + 29<sup>th</sup> (Recreational Floor) along with mechanical parking tower of 1 to 23 level on the terms and conditions mentioned therein. Further, the ground floor plan inclusive of area calculations and car



parking plan along with location of refuge areas were also approved by the Chief Fire Officer on even date.

*Point (i) on Page 2 of the aforementioned No Objection Certificate dated 28<sup>th</sup> December, 2022 states as follow:*

*"All the fire safety measures stipulated earlier vide N.O.C. No. Initial NOC No. – TMC/CFO/M/117/117, Date 25/11/2021 shall be strictly adhered"*

*Point (ix) on Page 3 of the aforementioned No Objection Certificate dated 28<sup>th</sup> December, 2022 states as follow:*

*"During construction stage and before the final occupation party agreed to comply additional requirement stipulated by Thane Fire Brigade Officer"*

*Point 10 on Page 6 of the aforementioned No Objection Certificate dated 28<sup>th</sup> December, 2022 states as follow:*

*"If any discrepancies observed during construction, then above said NOC will be revoked by Chief Fire Officer"*

7. A Certificate dated 4<sup>th</sup> January, 2023 was issued by Saakaar Architects wherein it is certified that after handing over the area to Thane Municipal Corporation for the purpose of tunnel, the Client then became entitled to develop the said Building on the said Land.

Sr. No.	Survey No.	Area in Sq. Mtrs.			
		Area as per 7/12 Extract	Area as per Sub Division	Area handed over to TMC	Area with Neelkanth
1.	312/1A	51,310	16,930.03	592.37 for Tunnel	16,337.66
2.	316 (pt)	21,550	7,554.03	---	7,554.03
3.	318/1D/1	51,101	27,840.94	---	19,591.94
4.	318/1D/2	8,249		8,249 for Amenity	0.00
5.	319/1A	2,144	2,144	---	2,144

6.	319/1B/1	500	500	81.85 for Tunnel	418.15
<b>Total</b>		<b>1,34,854</b>	<b>54,969</b>	<b>8,923.22</b>	<b>46,045.78</b>

### VIII. MORTGAGES:

1. By and under a Indenture of Mortgage dated 5<sup>th</sup> April, 2017 registered with the Sub-Registrar of Assurances under serial no.TNN-5/3750/2017, executed by Neelkanth Mansions and Infrastructure Private Limited (*therein referred to as the Borrower*), M/s. Bahar Housing and Developers (*therein referred to as the Mortgagor*), (i) Mr. Fardun Mulla, (ii) Mr. Navel Mulla, (iii) Mrs. Dinavan A. Mehta, (iv) Mr. Rustom Navel Mulla and (v) Mr. Manek Navel Mulla (*therein referred to as the Owners*) in favour of J M Financial Credit Solutions Limited (*therein referred to as the Mortgagee*), Neelkanth Mansions and Infrastructure Private Limited created inter-alia, a charge by way of mortgage in favour of J M Financial Credit Solutions Limited for itself and on behalf of JM Financial Products Private Limited in respect of the said New Land and all the present and future buildings and structures standing thereon to be undertaken on the said New Land to secure a facility of Rs. 31,00,00,000/- (Rupees Thirty One Crores Only), in the manner and on the terms and conditions contained therein.
2. By and under a Deed of Reconveyance dated 7<sup>th</sup> July, 2022 registered with the Sub-Registrar of Assurances under serial no.TNN-5/11277/2022, executed by J M Financial Credit Solutions Limited (*therein referred to as the Mortgagee*) in favour of Neelkanth Mansions and Infrastructure Private Limited (*therein referred to as the Borrower*), M/s. Bahar Housing and Developers (*therein referred to as the Mortgagor*), (i) Mr. Fardun Mulla, (ii) Mr. Navel Mulla, (iii) Mrs. Dinavan A. Mehta, (iv) Mr. Rustom Navel Mulla and (v) Mr. Manek Navel Mulla (*therein referred to as the Land Owners*), J M Financial Credit Solutions Limited reconveyed the said New Land on which the charge was created to avail financial assistance of Rs. 31,00,00,000/- (Rupees Thirty-One Crores Only), in the manner and on the terms and conditions contained therein. Furthermore, a No Dues Certificate of even date was issued by JM Financial Credit Solutions Limited in favour



of the Client, wherein JM Financial Credit Solutions Limited confirmed that the entire loan has been repaid by the Client.

3. A Facility Agreement dated 7<sup>th</sup> June, 2022 was executed by Neelkanth Mansions and Infrastructure Private Limited (*therein referred to as the Borrower*), Bhaveshwar Properties Private Limited (*therein referred to as the Security Provider*), Standard Chartered Capital Limited (*therein referred to as the Original Lenders*), Vistra ITCL (India) Limited (*therein referred to as the Agent*) and Vistra ITCL (India) Limited (*therein referred to as the Security Trustee*) (hereinafter to be referred to as "**said Facility Agreement**"). In accordance with the terms of the said Facility Agreement, Standard Chartered Capital Limited agreed to disburse a total amount of Rs. 62,00,00,000/- (Rupees Sixty-Two Crores Only).
4. A Security Trustee Agreement dated 7<sup>th</sup> June, 2022 was executed by Neelkanth Mansions and Infrastructure Private Limited (*therein referred to as the Borrower*), (i) Mr. Fardun Mulla, (ii) Mr. Navel Mulla, (iii) Mrs. Dinavan A. Mehta, (iv) Mr. Rustom Navel Mulla and (v) Mr. Manek Navel Mulla (*therein referred to as the Landowners*), M/s Bahar Housing and Developers (*therein referred to as the Original Developer*), Vistra ITCL (India) Limited (*therein referred to as the Security Trustee*), Standard Chartered Capital Limited (*therein referred to as the Original Lenders*) and Vistra ITCL (India) Limited (*therein referred to as the Agent*) (hereinafter to be referred to as "**said Security Agreement**"). In accordance with the terms of the said Security Agreement, Vistra ITCL (India) Limited was appointed as the security trustee for the disbursement of a total amount of Rs. 62,00,00,000/- (Rupees Sixty-Two Crores Only).
5. By and under a Deed of Mortgage cum Charge dated 15<sup>th</sup> July, 2022 registered with the Sub-Registrar of Assurances under serial no.TNN-11/10652/2022 executed by and between Neelkanth Mansions and Infrastructure Private Limited (*therein referred to as the Borrower*), (i) Mr. Fardun Mulla, (ii) Mr. Navel Mulla, (iii) Mrs. Dinavan A. Mehta, (iv) Mr. Rustom Navel Mulla and (v) Mr. Manek Navel Mulla (*therein referred to as the Landowners*), M/s. Bahar Housing and Developers (*therein referred to as the Original Developer*) in favour of Vistra ITCL (India) Limited (*therein referred to as the Security Trustee*), Neelkanth Mansions and Infrastructure



Private Limited created inter-alia, a charge by way of mortgage in favour of Vistra ITCL (India) Limited in respect of the said New Land and all the present and future buildings and structures standing thereon to be undertaken on the said New Land to secure a facility of Rs. 62,00,00,000/- (Rupees Sixty-Two Crores Only), in the manner and on the terms and conditions contained therein (hereinafter to be referred to as "said 2022 DMC"). The said Facility Agreement and the said Security Agreement are co-extensive and concurrent and are to be read together with the said 2022 DMC.

**IX. ORIGINAL INSPECTION OF TITLE DOCUMENTS:**

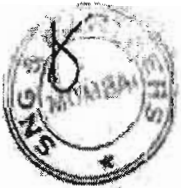
We have not inspected the original documents in respect of the said Property. We have been provided with a letter dated 22<sup>nd</sup> September, 2022 issued by Standard Chartered Bank, wherein pursuant to the said 2022 DMC, the Client has handed over to Standard Chartered Bank the original and photocopies of the documents pertaining to the title in respect of the said Property. A Copy of the letter dated is annexed hereto as Annexure I.

**X. REVENUE RECORDS:**

On perusal of 7/12 extract of Survey No. 312/1/A, we note as follow:

- The names of 1) Mr. Fardun Mulla, (2) Mr. Navel Mulla, (3) Mrs. Dinavan A. Mehta, (4) Mr. Rustom Navel Mulla and (5) Mr. Manek Navel Mulla is recorded as owners for the land.
- The land admeasures 51,310 Sq. Mtrs.
- The land is of Class-I Occupancy.
- In the other rights column, the name of M/s. T. Bhimjiyani Realty Pvt. Ltd. is recorded for the charge created over the development Agreement.

**SNG Observation: On perusal of the 7/12 extract, we observe that the name of Neelkanth Mansions and Infrastructure Private Limited is not mutated as developer therein.**



XI. OUTGOINGS AND NA ASSESSMENT:

Upon perusal of Receipt dated 18.11.2021 issued by Talathi Majiwade, we observe that Neelkanth Mansions on behalf of Fardun Nadirsha Mulla have paid a sum of Rs.1,35,200/- (Rupees One Lakh Thirty-Five Thousand Two Hundred Only) towards non-agricultural assessment tax for the period 01<sup>st</sup> April, 2021 to 31<sup>st</sup> March, 2022 with respect to said Property.

The Vacant Land Tax Bill dated 1<sup>st</sup> April, 2022 bearing no. TMC222320001714 was issued by the Municipal Corporation of the City of Thane in favour of the said Owners for the period 2022 to 2023 amounting to Rs. 48,317/- (Rupees Forty-Eight Thousand Three Hundred and Seventeen Only) in respect of the said Land.

Receipt dated 6<sup>th</sup> July, 2022 bearing no. TMC2223HO001623 issued by Thane Municipal Corporation in favour of the said Owners against bill no. TMC222320001714 amounting to Rs. 48,317/- (Rupees Forty-Eight Thousand Three Hundred and Seventeen Only) in respect of the said Land.

Property Tax Bill dated 10<sup>th</sup> April, 2022 bearing no. TMC222309300385 issued by Thane Municipal Corporation in favour of the said Owner for the period 2022 to 2023 amounting to Rs. 2,85,444/- (Rupees Two Lakhs Eighty-Five Thousand Four Hundred and Forty-Four Only) in respect of the said Land.

Receipt dated 23<sup>rd</sup> August, 2022 bearing no. TMC2223LS011076 issued by Thane Municipal Corporation in favour of the said Owners against bill no. TMC222309300385 amounting to Rs. 2,98,077/- (Rupees Two Lakhs Ninety-Eight Thousand Seventy-Seven Only) in respect of the said Land.

XII. ENCUMBRANCES:

A. SEARCH AT THE OFFICE OF THE SUB-REGISTRAR OF ASSURANCES:

At your instruction, we have caused to conduct the search of the said Property from search clerk Mr. Sachin Pawar, report of the same is annexed hereto as Annexure II. As per the said report dated 26<sup>th</sup> December, 2022, we observe that during the search carried out with the

concerned Sub-Registrar of assurances at Thane, save and except existing charge of Vistra ITCL (India) Limited, we have not come across any charge over the said Property.

**B. SEARCH WITH REGISTRAR OF COMPANIES:**

At your instruction; we have caused to conduct the search of Neelkanth Mansions and Infrastructure Private Limited from M/s D.S. Momaya & Co, Company Secretaries to determine the encumbrances over the Said Property. The said search report dated 21<sup>st</sup> December, 2022 is attached hereto as Annexure III. On perusal of the said report, save and except existing charge of Vistra ITCL (India) Limited, we have not come across any other existing charges over the said Property.

**C. ONLINE LITIGATION SEARCH:**

We have caused to conduct online litigation search for cases filed by or against Neelkanth Mansions and Infrastructure Private Limited through Karza Technologies Private Limited, report of the same is annexed hereto as "Annexure IV". The search report dated 21<sup>st</sup> December, 2022 we came across 24 pending litigations filed by or against Neelkanth Mansions and Infrastructure Private Limited. From and out of these 24 pending litigations, we have perused papers and proceedings of Writ Petition No. 3201 of 2011 filed before the Bombay High Court by Neelkanth Mansions and Infrastructure Private Limited v/s. Thane Municipal Corporation and Ors., details of which have been covered in "Annexure IV-A" as annexed herewith.

**SNG Comment: We have been represented by the Client vide Status Letter dated 4<sup>th</sup> January, 2023 that the pending litigations reflected in the Karza Report are not in respect of the said Property.**



**XIII. OBSERVATION:**

In view of what has been stated hereinabove, we observe as under:

1. That, on perusal of the Development Agreement dated 13<sup>th</sup> March, 2006 we note that the Client is under an obligation to hand over the possession of 28 Nos. of flats to M/s Bahar Housing and Developers. Further, we understand that Development Agreement dated 31<sup>st</sup> December, 2003 is valid, subsisting and binding upon M/s Bahar Housing and Developers.
2. That, on perusal of the Power of Attorney dated 13<sup>th</sup> March, 2006 we note that the Client is authorized to mortgage the said New Land which is inclusive of the said Land.
3. We understand that the said New Land which is inclusive of the said Land has been mortgaged in favor of Vistra ITCL (India) Limited.
4. That, the said Building is yet to be registered with MAHARera and understand from the Client that the same shall be done post issuance of Commencement Certificate issued by the concerned authority. Client to ensure that post issuance of Commencement Certificate, the said Building is duly registered with MAHARera prior to any form of advertising, marketing and selling of the units of the same.
5. That, on perusal of letter dated 31<sup>st</sup> January, 2022 issued by Saakar Architects, we understand that said Owners are recorded as owners for an area of 46,720 Sq. Mtrs. out of the Said New Land and the remaining area i.e. 9,934 Sq. Mtrs. has been surrendered over to Thane Municipal Corporation. Meanwhile, in Declaration cum Indemnity Bonds both dated 23<sup>rd</sup> April, 2004, it is stated that an area of 8,245.35 Sq. Mtrs. and 1,685 Sq. Mtrs. out of the said New Land has been handed over and surrendered to Thane Municipal Corporation. Further, an Indenture of Transfer is going to be executed between the Client and Thane Municipal Corporation for transferring an area of 592.37 Sq. Mtrs. out of the said Portion and 81.85 Sq. Mtrs. from Survey No. 319/1B/1 for the purpose of tunnel.
6. That, there is an existing litigation on the said Property, details of which have been covered in Annexure IV-A as annexed herewith.

**XIV. CONCLUSION:**

**TITLE:**

Subject to the observations as mentioned hereinabove and subject to the existing charge of Vistra ITCL (India) Limited and what is stated hereinabove, the title of Neelkanth Mansions and Infrastructure Private Limited as Developer in respect of the said Property is clear and marketable.

**XV. QUALIFICATIONS AND ASSUMPTIONS:**

Title searches in India are carried out at the office maintaining land revenue records; sub registrar of assurances; municipal corporations; State Government Bodies developing the lands; State Government Bodies owning lands; Town Planner Office; Judicial and Quasi-Judicial Bodies depending upon the mandate given by client.

Most of the searches are carried out physically by the experienced search clerks appointed by the law firm on behalf of the client which are relied upon for the purposes of issuance of the title report and hence law firm does not or cannot take any liability arising on account of any error on judgment or lapse on behalf of the search clerk.

This report is given subject to the following qualifications:

- (i) We rely on the photocopies of the documents given / shown to us by the mortgagor/borrower and their representatives including declarations given by the mortgagor. We assume that the same are legally executed by authorized parties and are final, conclusive and have not been further amended or modified in any manner. If the documents submitted to us or being relied upon by client and submitted to us are incorrect or incomplete or fraudulent, we shall not be liable in any manner. This opinion does not extend to any amendment to the said documents, which has not been shared by us in writing.



- (ii) We assume that all approvals, permission, license, orders, NOC, sanctions etc. submitted to us are true, valid and subsisting as on the date of this Report.
- (iii) Our views and opinions hereinabove are reserved and limited to the extent of the Title of the Owners to the Land.
- (iv) Verification of litigation proceedings or identifying any pending dispute before any judicial forum is excluded from our scope on account of various reasons including (i) litigation can be instituted at different forums depending on the reliefs sought; (ii) litigation records including arbitration proceedings, are not publicly available for inspection;
- (v) It may be pertinent to note that searches at the office of the Sub-Registrar of Assurances and our consequent liability are subject to and in relation to the records made available to search clerks for inspection and exclude the records not made available .
- (vi) The present report and the opinion expressed thereunder is arrived at basis the searches conducted at the office of a particular Sub-Registrar of Assurances based on the jurisdiction of the subject property(ies). Our Report does not cover or elucidate any encumbrance/charges created on the said property(ies), in case such property(ies) were used as a collateral or otherwise and the document for security creation was done in jurisdiction of some other Sub-Registrar's office, unless specifically informed by Client about the presence of such encumbrance
- (vii) Online records and information on the website of the Ministry of Corporate Affairs may not be comprehensive or updated on prompt and regular basis and the reliability of the Search relating to the charges created by any Company or LLP is qualified to that extent.
- (viii) For the purpose of this opinion we have perused the receipt clauses specified in the registered conveyances/agreements and have presumed that consideration amount specified therein were the only

amounts payable to the respective vendors of the properties and the signatories to the receipt have received the said amount from the purchaser. Further, we have presumed that no other commercials were involved in the transaction.

- (ix) Please note that our scope of services excludes any (i) physical examination of original title documents of the property unless specifically mandated and agreed by us (ii) certification of boundaries or the extent of the subject property and (ii) physical inspection of the subject property. It is highly recommended that the physical possession of subject property is adequately verified by any of the authorized representatives of the client;
- (x) We assume that technical diligence from a qualified architect is conducted in respect of the subject property as regards the development potential of the same including verification of the development and construction approvals. Unless specifically required by the client and agreed by us we express no opinion/view on consumed, current or potential user, zoning, reservations, development and F.S.I sanctioned /consumed related approvals including environmental sanction pertaining to the subject property which should form part of architect's report.
- (xi) We have assumed that the Lender shall ensure that, the details of creation of charge / mortgage is duly updated by the owner / mortgagor in the records of ROC (in case of Company & LLP), RERA (if applicable) and other applicable authorities within the stipulated time.
- (xii) We assume that in case of mortgage by deposit of title deed in the State of Maharashtra, the mortgagor shall file a notice of intimation of such mortgage with the concerned office of Registrar of Sub-Assurance in the manner and in compliance with the provision of Section 89-B of the Registration (Maharashtra Amendment) Act, 2010.
- (xiii) Verification of records maintained and operated by Central Registry of Securitization Asset Reconstruction and Security Interest of India





(CERSAI), an authority formed under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for identifying creation of security interest over the property is excluded from our scope of work. The lender may take appropriate steps to independently identify the existing security interests created over the property by conducting search with CERSAI prior to creation of mortgage.

Thanking you,  
Yours truly,  
For SNG & PARTNERS

Authorized Signatory

