

Parineet A. Saratkar

Advocate

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Ref. No.: PAS/SHR/5955

27th December, 2022

M/S. SHRI HARI REALTY

Office No. 30/004,
Harsh Vihar Bldg No. 28, 29, 30 CHSL,
Sector-1, Shanti Nagar,
Mira Road East, Thane-401107.

Dear Sir,

TITLE INVESTIGATION PORT

I. DESCRIPTION OF THE PROPERTY:

THE PROPOSED BUILDING/S PROJECT known as “**Dev Drashti Empire**” Phase – I situated on NA land bearing Survey No.107/2, 107/2A, 108/5, 108/6/1, 108/6/2, 177/7/B & 177/7C totally admeasuring about 13718.00 sq. mtrs., of village Kamatghar, Taluka Bhiwandi, District Thane, within the limits of Bhiwandi Nizampur city Municipal Corporation, in the Sub-Registration District & Taluka Bhiwandi and Registration District & District Thane.

II. A. NAME OF THE HOLDERS/OWNERS:

M/s. SHRI HARI REALTY, Partnership Firm.

III. DESCRIPTION OF THE DOCUMENTS STUDIED:

Sr. No.	Date of Document	Description of Documents
1.	28/04/2022	Power of Attorney dated 28/04/2022 (executed on Stamp Duty of Rs. 500/- under the provisions of Maharashtra Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi – 1 under serial No. BVD1-6103-2022 dated 29/04/2022) executed by Mr. Dhanji Naran Patel in favour of M/s. Shri Hari



		Realty, through its Partner Mr. Nimesh Thakkar.
2.	28/04/2022	Sale Deed 28/04/2022 (executed on Stamp Duty of Rs. 9,03,000/- under the provisions of Maharashtra Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No. BVD1-6102-2022 dated 29/04/2022) entered into between Mr. Dhanjinaran Patel, as (Vendor) of the one part and M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar, as (Purchaser) of the other part
3.	28/04/2022	E Challan dated 28/04/2022 for Rs. 9,03,000/- & Rs. 30,000/- issued by IDBI Bank towards stamp duty & registration fees.
4.	29/04/2022	Registration receipt No. 7544 for Rs. 30,680/- issued by Sub-Registrar's office.
5.	29/04/2022	Index II dated 29/04/2022 issued by Sub-Registrar's office in respect of Sale Deed dated 28/04/2022
6.	30/03/2012	Sale Deed 30/03/2012 (executed on Stamp Duty of Rs.3,39,000/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-02626-2012 dated 30/03/2012) entered into between M/s. Shri Hari Realty (Purchaser) of the one part and Mr. Chandulal Jivraj Savala (Seller) of the other part
7.	12/04/2010	Deed of Conveyance dated 12/04/2010 (executed on Stamp Duty of Rs.1,60,000/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 2 under serial No.BVD2-2377-2010 dated 13/04/2010) entered into between Mr. Kishor Harilal Bhatt & Mrs. Harshida Kishor Bhatt (Vendors) of the one part and Mr. Chandulal Jivraj Savala (Purchaser) of the other part
8.	26/06/2018	Power of Attorney dated 26/06/2018 (executed on Stamp Duty of Rs.500/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial



		No.BVD1-5074-2018 dated 26/06/2018) executed by Mr. Dhanji Naran Patel in favour of M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar.
9.	26/06/2018	Supplemental cum Rectification Agreement dated 26/06/2018 (executed on Stamp Duty of Rs.84000/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-5073-2018 dated 26/06/2018) entered into between Mr. Dhanji Naran Patel (Owner) of the one part and M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar, (Developer) of the other part
10.	31/12/2013	Development Agreement dated 31/12/2013 (executed on Stamp Duty of Rs.898700/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-445-2014 dated 15/01/2014) entered into between M/s. Shri Hari Realty (Developer) of the one part and Mr. Dhanji Naran Patel (Owner) of the second part and Mr. Lalaji Raghavji Patel (Confirming Party) of the third part
11.	31/12/2013	Power of Attorney dated 31/12/2013 (executed on Stamp Duty of Rs.100/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-446-2014 dated 15/01/2014) executed by Mr. Dhanji Naran Patel in favour of M/s. Shri Hari Realty
12.	28/02/2012	Sale Deed dated 28/02/2012 (executed on Stamp Duty of Rs.500000/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-1796-2012 dated 29/02/2012) entered into between Mrs. Rekhaben Jayendrakumar Shah (Vendor) of the one part and Mr. Dhanji Naran Patel (Purchaser) of the



		third part – 108/6
13.		Deed of Confirmation (duly registered in the Sub-Registrar's Office at Bhiwandi under serial No.BVD-2795-1997 dated 26/12/1996) entered into between Mrs. Rekhaben Jayendrakumar Shah (Purchaser) of the one part and Mr. Ashok Ramchandra Patil & Mr. Sudam Hari Patil (Purchaser) of the other part – 108/6
14.	10/08/1993	Development Agreement dated 10/08/1993 entered into between Mrs. Rekhaben Jayendrakumar Shah (Purchaser) of the one part and Mr. Ashok Ramchandra Patil & Mr. Sudam Hari Patil (Purchaser) of the other part – 108/6
15.	17/09/2013	Deed of Rectification dated 17/09/2013 (duly registered in the Sub-Registrar's Office at Bhiwandi under serial No.BVD-8085-2013 dated 17/09/2013) executed between M/s. Shri Hari Realty (Purchaser) of the one part and Mr. Ashok Ramchandra Patil (Seller) of the other part
16.	17/09/2013	Power of Attorney dated 17/09/2013 (duly registered in the Sub-Registrar's Office at Bhiwandi under serial No.BVD-8086-2013 dated 17/09/2013) executed by Mr. Ashok Ramchandra Patil in favour of M/s. Shri Hari Realty
17.	03/08/2012	Irrevocable Power of Attorney dated 03/08/2012 (duly registered in the Sub-Registrar's Office at Bhiwandi under serial No.BVD-6490-2012 dated 03/08/2012) executed by Mr. Ashok Ramchandra Patil in favour of M/s. Shri Hari Realty
18.	09/05/2019	Affidavit dated 09/05/2019 (duly registered with the Sub-Registrar office at Bhiwandi – 2 under serial No.BVD2-3883-2019 dated 10/05/2019) executed between Bhiwandi Nizampur City Mahanagarपालिका (Purchaser) of the one part and Mr. Gurudayal Singh Revasingh Heera (Vendor) of the other part.
19.	20/02/2009	Sale Deed dated 20/02/2009 (duly registered in the



		Sub-Registrar's Office at Bhiwandi under serial No.BVD-1068-2009 dated 20/02/2009) entered into between Mr. Shyam Manshukhlal Agrawal & Mr. Chandraprakash Bhawarlal Agrawal (Purchaser) of the one part and Mr. Manish Chotelal Singh, Mr. Sudhir Chotelal Singh & Mrs. Sumitadevi Chotelal Singh (Sellers) of the other part
20.	30/05/2006	Sale Deed dated 30/05/2006 (duly registered in the Sub-Registrar's Office at Bhiwandi under serial No.BVD-2915-2006 dated 30/05/2006) entered into between Mr. Manish Chotelal Singh, Mr. Sudhir Chotelal Singh & Mrs. Sumitadevi Chotelal Singh (Purchasers) of the one part and Mr. Ratanlal Savji Choudhari & Mr. Shrikant B. Aadeb (Sellers) of the other part
21.	28/04/2010	Sale Deed dated 28/04/2010 (duly registered in the Sub-Registrar's Office at Bhiwandi under serial No.BVD-3271-2010 dated 28/04/2010) entered into between M/s. Krushna Construction (Purchaser) of the one part and Mr. Shyam Manshukhlal Agrawal & Mr. Chandraprakash Bhawarlal Agrawal (Sellers) of the other part
22.	10/06/2011	Deed of Conveyance dated 10/06/2011 (duly registered in the Sub-Registrar's Office at Bhiwandi under serial No.BVD-4690-2011 dated 14/06/2011) entered into between M/s. Krushna Construction (Vendor) of the one part and Mr. Dhiraj Jivraj Haria (Purchaser) of the other part
23.	05/07/2019	Supplement Agreement dated 05/07/2019 executed between Mr. Gurudayal Singh Revasingh Heera of the one part and M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar, (Developers) of the other part
24.	18/05/1995	Sale Deed dated 18/05/1995 (duly registered with the Sub-Registrar office at Bhiwandi under serial No.BVD-2229-1995 dated 18/05/1995) executed between Mr.



		Devchand Gosrani & Mr. Ashvin Devchand Gosrani (Purchaser) of the one part and Mr. Ramdas Babu Choudhari & 5 others (Owners) of the other part.
25.	26/06/2018	Development Agreement dated 26/06/2018 (duly registered with the Sub-Registrar office at Bhiwandi – 1 under serial No.BVD1-5078-2018) executed between Mr. Gurudayal Singh Revasingh Heera (Owner) of the one part and M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar, (Developer) of the other part.
26.	26/08/2018	Irrevocable Power of Attorney (duly registered with the Sub-Registrar office at Bhiwandi – 1 under serial No.BVD1-5079-2018 dated 26/08/2018) executed by Mr. Gurudayal Singh Revasingh Heera in favour of M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar
27.	23/01/1996	Deed of Confirmation dated 23/01/1996 (duly registered with the Sub-Registrar office at Bhiwandi under serial No.BVD-362-1996 dated 23/01/1996) executed between Mr. Lalitkumar Vitthalbhai Mehta (Purchaser) of the one part and Mrs. Sunandabai Anant Patil (Seller) of the other part
28.	16/01/1992	Development Agreement dated 16/01/1992 executed between Mr. Lalitkumar Vitthalbhai Mehta (Purchaser) of the one part and Mrs. Sunandabai Anant Patil (Seller) of the other part
29.	24/06/1998	Confirmation and Sale Deed dated 24/06/1998 (duly registered with the Sub-Registrar office at Bhiwandi under serial No.469/1999 dated 25/06/1998) executed between Mr. Mohan M. Machha & Mrs. Sandhya Shrikant Gandhi (Purchaser) of the one part and Mrs. Sunanda Anant Patil (Seller) of the other part
30.	16/05/2018	Power of Attorney dated 16/05/2018 (executed on Stamp Duty of Rs.500/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi – 1 under serial



		No.BVD1-4034-2018 dated 16/05/2018) executed by Mr. Ashok Ramchandra Patil Dhanji Naran Patel in favour of M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar
31.	16/05/2018	Supplemental cum Rectification Agreement dated 16/05/2018 (executed on Stamp Duty of Rs.72000/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-4033-2018 dated 16/05/2018) entered into between Mr. Ashok Ramchandra Patil (Owner) of the one part and M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar, (Developer) of the other part
32.	03/08/2012	Supplemental Agreement dated 03/08/2012 (executed on Stamp Duty of Rs.100/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-6489-2012) entered into between Mr. Ashok Ramchandra Patil (Owner) of the one part and M/s. Shri Hari Realty (Developer) of the other part
33.	12/05/2008	Development Agreement dated 12/05/2008 entered into between M/s. Shri Hari Realty (Developer) of the one part and Mr. Ashok Ramchandra Patil (Owner) of the second part
34.	28/03/2012	Deed of Confirmation dated 28/03/2012 (executed on Stamp Duty of Rs.100/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-2547-2012 dated 28/03/2012) executed between M/s. Shri Hari Realty (Purchaser) of the one part and Mr. Shyam Ramu Chaudhari (Seller) of the other part
35.	12/05/2008	Development Agreement dated 12/05/2008 (executed on Stamp Duty of Rs.100/- under the provisions of Bombay Stamp Act, 1958) executed between M/s. Shri



		Hari Realty (Purchaser) of the one part and Mr. Shyam Ramu Chaudhari (Seller) of the other part
36.	17/09/2013	Deed of Rectification dated 17/09/2013 (executed on Stamp Duty of Rs.100/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-8098-2013 dated 17/09/2013) executed between M/s. Shri Hari Realty (Purchaser) of the one part and Mr. Shyam Ramu Chaudhari (Seller) of the other part
37.	28/03/2012	Irrevocable Power of Attorney dated 28/03/2012 (executed on Stamp Duty of Rs.100/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-2548-2018 dated 28/03/2012) executed by Mr. Shyam Ramu Chaudhari in favour of M/s. Shri Hari Realty
38.	26/04/2018	Power of Attorney dated 26/04/2018 (executed on Stamp Duty of Rs.500/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-3436-2018 dated 26/04/2018) executed by Mr. Shyam Ramu Chaudhari in favour of M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar.
39.	26/04/2018	Supplemental cum Rectification Agreement dated 26/04/2018 (executed on Stamp Duty of Rs.90000/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-3435-2018 dated 26/04/2018) entered into between Mr. Shyam Ramu Chaudhari (Owner) of the one part and M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar, (Developer) of the other part
40.	28/03/2012	Irrevocable Power of Attorney dated 28/03/2012



		(executed on Stamp Duty of Rs.100/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi – 1 under serial No.BVD1-2554-2012 dated 28/03/2012) executed by Mr. Chhatrapati Ramu Chaudhari in favour of M/s. Shri Hari Realty
41.	28/03/2012	Deed of Confirmation dated 28/03/2012 (executed on Stamp Duty of Rs.100/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi – 1 under serial No.BVD1-2553-2012 dated 28/03/2012) executed between M/s. Shri Hari Realty (Purchaser) of the one part and Mr. Chhatrapati Ramu Chaudhari (Seller) of the other part
42.	12/05/2008	Development Agreement dated 12/05/2008 (executed on Stamp Duty of Rs.100/- under the provisions of Bombay Stamp Act, 1958) executed between M/s. Shri Hari Realty (Purchaser) of the one part and Mr. Chhatrapati Ramu Chaudhari (Seller) of the other part.
43.	26/04/2018	Power of Attorney dated 26/04/2018 (executed on Stamp Duty of Rs.500/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi – 1 under serial No.BVD1-3438-2018 dated 26/04/2018) executed by Mr. Chhatrapati Ramu Chaudhari in favour of M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar.
44.	26/04/2018	Supplemental cum Rectification Agreement dated 26/04/2018 (executed on Stamp Duty of Rs.90000/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi – 1 under serial No.BVD1-3437-2018 dated 26/04/2018) entered into between Mr. Chhatrapati Ramu Chaudhari (Owner) of the one part and M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar,



		(Developer) of the other part
45.	27/02/2008	Agreement for Sale dated 27/02/2008 (duly registered with Sub-Registrar office at Bhiwandi – 1 under serial No.BVD1-2680-2008) executed between Mr. Balaji Radheshyam Vishwakarma, Mr. Shivshankar Banarsi Sahu & Mr. Radheshyam Rupan Yadav (Vendor) of the one part and Mr. Kishore Harilal Bhatt (Purchaser) of the other part
46.	07/07/2008	Sale Deed dated 07/07/2008 (duly registered with Sub-Registrar office at Bhiwandi – 1 under serial No.BVD1-5975-2008) executed between Mr. Balaji Radheshyam Vishwakarma, Mr. Shivshankar Banarsi Sahu & Mr. Radheshyam Rupan Yadav (Vendor) of the one part and Mr. Kishore Harilal Bhatt (Purchaser) of the other part
47.	14/01/2000	Sale Deed dated 14/01/2000 (duly registered with the Sub-Registrar office at Bhiwandi under serial No.BVD-137-2000 dated 14/01/2000) executed between Mr. Balaji Radheshyam Vishwakarma, Mr. Shivshankar Banarsi Sahu & Mr. Radheshyam Rupan Yadav (Purchasers) of the one part and Mr. Chetan Ganaglal Hariya, Mr. Nilesh Maganlal Hariya, Mrs. Ila Ashok Malde & Mrs. Rekha Suresh Sumariya (Sellers) of the other part
48.	15/04/2004	Sale Deed dated 15/04/2004 (duly registered with the Sub-Registrar office at Bhiwandi under serial No.BVD-1482-2004) executed between Mr. Mohan M. Machha & Mrs. Sandhya Shrikant Gandhe (Vendors) of the one part and Mr. Kishor Harilal Bhatt, Mrs. Harshida Kishor Bhatt (Purchaser) of the other part
49.	30/06/2016	Sale Deed dated 30/06/2016 (duly registered with the Sub-Registrar office at Bhiwandi – 1 under serial No.4717/2016 dated 30/06/2016) executed between Mr. Dilip Velji Shah & Mr. Poonamchand Liladhar Chandariya (Purchasers) of the one part and Mr. Naresh Bhaskar Choudhari & others (Sellers) of the



		other part
50.	17/09/2013	Deed of Rectification dated 17/09/2013 (duly registered with the Sub-Registrar office at Bhiwandi - 1 under serial No.BVD1/8083/2013 dated 17/09/2013) executed between M/s. Shri Hari Realty (Purchaser) of the one part and Mr. Chhatrapati Ramu Choudhari (Seller) of the other part
51.	17/09/2013	Irrevocable Power of Attorney dated 17/09/2013 (duly registered with the Sub-Registrar office at Bhiwandi - 1 under serial No.BVD1/8084/2013 dated 17/09/2013) executed by Mr. Chhatrapati Ramu Choudhari in favour of M/s. Shri Hari Realty
52.	06/09/2004	Deed of Sale dated 06/09/2004 (executed on Stamp Duty of Rs.37200/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-3625-2004 dated 06/09/2004) executed between Mr. Sham Ramu Choudhary (Vendor) of the one part and Mr. Ratanlal Shavaji Choudhari & Mr. shrikant Bhadrachlam Adep (Purchasers) of the other part
53.		Deeds of Partnership of M/s. Shri Hari Realty
54.	26/08/2019	Judgment dated 26/08/2019 issued by Maharashtra Revenue Tribunal, Mumbai
55.	17/12/2018	NOC for High Rise Residential cum Commercial Building vide Order No.MFS/51/18/942 dated 17/12/2018 issued by Government of Maharashtra
56.	03/04/2019	Revised Commencement Certificate No.B.P.K./106/2018-2019/J.K.N.R.V./1327 dated 03/04/2019 issued by Bhiwandi Nizampur City Mahanagarpalika, Bhiwandi, Thane.
57.	03/04/2019	Commencement Certificate No.B.P.K./106/2018-2019 dated 03/04/2019 issued by Bhiwandi Nizampur City Mahanagarpalika, Bhiwandi, Thane.
58.	17/05/2019	Commencement Certificate



		No.BNCM/Nagarrachana/BPK.106/2018-2019/1667 dated 17/05/2019 issued by Bhiwandi Nizampur City Mahanagarpalika, Bhiwandi, Thane.
59.	03/06/2013	N. A. Permission No.Mahasul/K-1/T-3/NAP/Kamatghar-Bhiwandi/SR-12/2013 dated 03/06/2013 issued by Collector of Thane
60.	27/07/2018	Tax Conversion and N. A. Permission No.Maha/K-1/T-10/Aakarani/Village Kamatghar/SR-122/2018 dated 27/07/2018 issued by Tahsildar and Karyakari Dandadhikari Office, Bhiwandi.
61.	27/07/2018	Tax Conversion and N. A. Permission No.Maha/K-1/T-10/Aakarani/Village Kamatghar/SR-121/2018 dated 27/07/2018 issued by Tahsildar and Karyakari Dandadhikari Office, Bhiwandi.
62.	09/01/2020	Quality Assurance Certificate dated 09/01/2020 issued by M/s. R. R. & Associates, Engineers & Surveyers
63.	24/10/2019	Certificate dated 24/10/2019 issued by R. R. Consulting Engineers, Architect certificate for percentage of completion of construction work
64.	10/03/2022	Certificate dated 10/03/2022 issued by R. R. Consulting Engineers, Architect Certificate for percentage of completion of construction work.
65.	26/08/2019, 03/08/2019, 26/12/2018,	Title Certificates dated 26/08/2019, 03/08/2019 & 26/12/2018 issued by Mr. Venkatesh T. Chitiken, Advocates
66.	18/08/2018	No Claim certificate dated 18/08/2018 issued by Mr. Venkatesh T. Chitiken, Advocates
67.	19/07/2018	Complaint lodge with Narpoli Police Station, Thane dated 19/07/2018 regarding loss of original document dated 30/02/2012
68.	02/08/2018	Paper cutting of Mumbai Sakal, Thane Today edition published on 02/08/2018
69.	08/09/2021	RERA Certificate bearing no. P51700020837 dated 08/09/2021
70.		7/12 Extract of Properties along with mutation entries



71.	03/04/2019	Approved Plan of the Building No.BPK.106/2018-2019/1327 dated 03/04/2019 issued by Bhiwandi Nizampur City Mahanagarपालिका, Bhiwandi, Thane. (Approved upto 16 th floor for a & B Wing of A Type Building and upto 1 st floor for building type B, C, D & E)
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IV. HISTORY OF FLOW OF TITLE OF THE SAID PROPERTY:

FIRST PROPERTY

1. It is observed from the documents produced before us that, land bearing Survey No. 107/2, of village Kamatghar, Taluka Bhiwandi, District Thane, within the limits of Bhiwandi Nizampur city Municipal Corporation, in the Sub-Registration District & Taluka Bhiwandi and Registration District & District Thane was owned by Mr. Roshan Kathod Patil, Mrs. Bhimabai Kathod Patil, Mr. Balaram Kathod Patil, Mrs. Ladkubai Kathod Patil, Mrs. Meena Kathod Patil & Mrs. Sharda Kathod Patil.
2. It is further observed that, by Sale Deed dated 02/02/1991 the said Mr. Roshan Kathod Patil, Mrs. Bhimabai Kathod Patil, Mr. Balaram Kathod Patil, Mrs. Ladkubai Kathod Patil, Mrs. Meena Kathod Patil & Mrs. Sharda Kathod Patil have sold, transferred and conveyed the said first property to Mrs. Sunanda Anant Patil upon the proper consideration and on the terms and conditions contained therein.
3. Further it is observed that, by Development Agreement dated 16/01/1992 READWITH Deed of Confirmation dated 23/01/1996 (duly registered with the Sub-Registrar office at Bhiwandi under serial No.BVD-362-1996 dated 23/01/1996) executed between Mr. Lalitkumar Vitthalbhai Mehta (Purchaser) of the one part and Mrs. Sunandabai Anant Patil (Seller) of the other part, the said seller has sold and granted the development rights of the said first property to the purchaser upon the proper consideration and on the terms and conditions contained therein.
4. It is further observed that, by Confirmation and Sale Deed dated 24/06/1998 (duly registered with the Sub-Registrar office at Bhiwandi under serial No.469/1999 dated 25/06/1998) executed between Mr.



Mohan M. Machha & Mrs. Sandhya Shrikant Gandhi (Purchaser) of the one part and Mrs. Sunanda Anant Patil (Seller) of the other part, the said sellers have sold, transferred and conveyed the said first property to the purchaser upon the proper consideration and on the terms and conditions contained therein.

5. Further it is observed that, by Sale Deed dated 15/04/2004 (duly registered with the Sub-Registrar office at Bhiwandi under serial No.BVD-1482-2004) executed between Mr. Mohan M. Machha & Mrs. Sandhya Shrikant Gandhe (Vendors) of the one part and Mr. Kishor Harilal Bhatt, Mrs. Harshida Kishor Bhatt (Purchaser) of the other part, the said sellers have sold, transferred and conveyed the said first property to the purchaser upon the proper consideration and on the terms and conditions contained therein.
6. It is further observed that, by Deed of Conveyance dated 12/04/2010 (executed on Stamp Duty of Rs.1,60,000/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 2 under serial No.BVD2-2377-2010 dated 13/04/2010) entered into between Mr. Kishor Harilal Bhatt & Mrs. Harshida Kishor Bhatt (Vendors) of the one part and Mr. Chandulal Jivraj Savala (Purchaser) of the other part, the said sellers have sold, transferred and conveyed the said first property to the purchaser upon the proper consideration and on the terms and conditions contained therein.
7. Thereafter by Sale Deed 30/03/2012 (executed on Stamp Duty of Rs.3,39,000/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-02626-2012 dated 30/03/2012) entered into between M/s. Shri Hari Realty (Purchaser) of the one part and Mr. Chandulal Jivraj Savala (Seller) of the other part, the said seller have sold, transferred and conveyed the said first property to the purchaser upon the proper consideration and on the terms and conditions contained therein.



SECOND PROPERTY

8. It is observed from the documents produced before us that, land bearing Survey No. 107/2A, of village Kamatghar, Taluka Bhiwandi, District Thane, within the limits of Bhiwandi Nizampur city Municipal Corporation, in the Sub-Registration District & Taluka Bhiwandi and Registration District & District Thane was owned by Mr. Kathod Gopal Choudhari/Patil.
9. It is further observed that, by Sale Deed dated 03/04/1975 the said Mr. Kathod Gopal Choudhari/Patil have sold, transferred and conveyed the said second property to Mr. Ramu Krushna Choudhari upon the proper consideration and on the terms and conditions contained therein.
10. It is further observed that, the said Mr. Ramu Krushna Choudhari has divided and transferred his property including the said second property in the name of his three sons Mr. Hanuman Ramu Choudhari, Mr. Sham Ramu Choudhari & Kumar Satyawana Ramu Choudhari through his natural guardian mother Mrs. Taibai Ramu Choudhari and as per the sub-division the said second property came to the share of Mr. Sham Ramu Choudhari and same has been mutated in the property records vide Mutation Entry no.3574 dated 03/02/1994.
11. Further it is observed that, by Deed of Sale dated 06/09/2004 (executed on Stamp Duty of Rs.37200/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-3625-2004 dated 06/09/2004) executed between Mr. Sham Ramu Choudhary (Vendor) of the one part and Mr. Ratanlal Shavaji Choudhari & Mr. Shrikant Bhadrachlam Adep (Purchasers) of the other part, the said vendor has sold the portion of the second property i.e. admeasuring about 0-05-0 H.R.P. to the purchaser upon the proper consideration and on the terms and conditions contained therein.
12. It is further observed that, by Sale Deed dated 30/05/2006 (duly registered in the Sub-Registrar's Office at Bhiwandi under serial No.BVD-2915-2006 dated 30/05/2006) entered into between Mr. Manish Chotelal Singh, Mr. Sudhir Chotelal Singh & Mrs. Sumitadevi Chotelal Singh (Purchasers) of the one part and Mr. Ratanlal Savji Choudhari & Mr.



Shrikant B. Aadeb (Sellers) of the other part, the said sellers have sold, transferred and conveyed the said the portion of the second property i.e. admeasuring about 0-05-0 H.R.P. to the purchaser upon the proper consideration and on the terms and conditions contained therein.

- 13.** Further it is observed that, by Sale Deed dated 20/02/2009 (duly registered in the Sub-Registrar's Office at Bhiwandi under serial No.BVD-1068-2009 dated 20/02/2009) entered into between Mr. Shyam Manshukhlal Agrawal & Mr. Chandraprakash Bhawarlal Agrawal (Purchaser) of the one part and Mr. Manish Chotelal Singh, Mr. Sudhir Chotelal Singh & Mrs. Sumitadevi Chotelal Singh (Sellers) of the other part, the said sellers have sold, transferred and conveyed the said the portion of the second property i.e. admeasuring about 0-05-0 H.R.P. to the purchaser upon the proper consideration and on the terms and conditions contained therein.
- 14.** It is further observed that, by Sale Deed dated 28/04/2010 (duly registered in the Sub-Registrar's Office at Bhiwandi under serial No.BVD-3271-2010 dated 28/04/2010) entered into between M/s. Krushna Construction (Purchaser) of the one part and Mr. Shyam Manshukhlal Agrawal & Mr. Chandraprakash Bhawarlal Agrawal (Sellers) of the other part, the said sellers have sold, transferred and conveyed the said the portion of the second property i.e. admeasuring about 0-05-0 H.R.P. to the purchaser upon the proper consideration and on the terms and conditions contained therein.
- 15.** Thereafter by Deed of Conveyance dated 10/06/2011 (duly registered in the Sub-Registrar's Office at Bhiwandi under serial No.BVD-4690-2011 dated 14/06/2011) entered into between M/s. Krushna Construction (Vendor) of the one part and Mr. Dhiraj Jivraj Haria (Purchaser) of the other part, the said seller have sold, transferred and conveyed the said the portion of the second property i.e. admeasuring about 0-05-0 H.R.P. to the purchaser upon the proper consideration and on the terms and conditions contained therein.



16. It is also observed that, by Development Agreement dated 12/05/2008 READWITH Deed of Confirmation dated 28/03/2012 (executed on Stamp Duty of Rs.100/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-2547-2012 dated 28/03/2012) executed between M/s. Shri Hari Realty (Purchaser) of the one part and Mr. Shyam Ramu Chaudhari (Seller) of the other part, the said seller has also granted the development rights of the remaining portion of the second property i.e. admeasuring about **0-25-0 H.R.P.** to purchaser upon the proper consideration. In pursuance of the Development Agreement the said Mr. Shyam Ramu Chaudhari has executed Irrevocable Power of Attorney dated 28/03/2012 (executed on Stamp Duty of Rs.100/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-2548-2012 dated 28/03/2012) in favour of M/s. Shri Hari Realty, to develop the said property.
17. Thereafter vide Deed of Rectification dated 17/09/2013 (executed on Stamp Duty of Rs.100/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-8098-2013 dated 17/09/2013) executed between M/s. Shri Hari Realty (Purchaser) of the one part and Mr. Shyam Ramu Chaudhari (Seller) of the other part and the said parties have rectified and amended certain terms and conditions of the said Development Agreement as mentioned therein.
18. Thereafter by Supplemental cum Rectification Agreement dated 26/04/2018 (executed on Stamp Duty of Rs.90000/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-3435-2018 dated 26/04/2018) entered into between Mr. Shyam Ramu Chaudhari (Owner) of the one part and M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar, (Developer) of the other part, the said owner has sold and transferred the development rights of the remaining portion of the second property i.e. admeasuring about 0-25-0 H.R.P.to developers. In pursuance of the Supplemental cum Rectification Agreement dated 26/04/2018 the said Mr. Shyam Ramu Chaudhari has executed Power of Attorney dated 26/04/2018 (executed on Stamp Duty of Rs.500/- under the provisions of



Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi – 1 under serial No.BVD1-3436-2018 dated 26/04/2018) in favour of M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar.

THIRD PROPERTY

- 19.** It is observed from the documents produced before us that, land bearing Survey No.108/5, of village Kamatghar, Taluka Bhiwandi, District Thane, within the limits of Bhiwandi Nizampur city Municipal Corporation, in the Sub-Registration District & Taluka Bhiwandi and Registration District & District Thane was owned by Mr.Balu Narayan Patil.
- 20.** It is further observed that, by Sale Deed dated 11/02/1946 the said Mr. Balu Naryan Patil has sold, transferred and conveyed the said third property to Mrs. Sita Gourya Goratkar upon the proper consideration and on the terms and conditions contained therein.
- 21.** Thereafter by Sale Deed dated 13/01/1948 the said Mrs. Sita Gourya Goralkar has sold and transferred the said third property to Mr. Krushna Kanha Choudhari upon the proper consideration.
- 22.** Thereafter the said Mr. Krushna Kanha Choudhari has partitioned his properties alongwith third property amongst his son Mr. Ram Krushna Choudhari, Grandson Mr. Chhatrapati Ramu Choudhari and daughter Mrs. Anusaya Motiram Bhagat. As per the partition the said third property has been came to the share of Mr. Chhatrapati Ramu Choudhari and same has been mutated in the proper records vide Mutation entry No.2107 dated 17/03/1980.
- 23.** Further it is observed that, by Development Agreement dated 12/05/2008 READWITH Deed of Confirmation dated 28/03/2012 (executed on Stamp Duty of Rs.100/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi – 1 under serial No.BVD1-2553-2012 dated 28/03/2012) executed between M/s. Shri Hari Realty (Purchaser) of the one part and Mr. Chhatrapati Ramu Chaudhari (Seller) of the other part, the said seller has sold and granted the development rights of the said third property to the purchaser upon the proper consideration and on the terms and conditions contained therein.



Thereafter the said Mr. Chhatrapati Ramu Chaudhari has executed Irrevocable Power of Attorney dated 28/03/2012 (executed on Stamp Duty of Rs.100/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-2554-2012 dated 28/03/2012) in favour of M/s. Shri Hari Realty, to develop the said property.

- 24.** Thereafter by Deed of Rectification dated 17/09/2013 (duly registered with the Sub-Registrar office at Bhiwandi - 1 under serial No.BVD1/8083/2013 dated 17/09/2013) executed between M/s. Shri Hari Realty (Purchaser) of the one part and Mr. Chhatrapati Ramu Choudhari (Seller) of the other part, the said parties have rectified and substituted certain terms and conditions of the Development Agreement.
- 25.** It is further observed that, by Supplemental cum Rectification Agreement dated 26/04/2018 (executed on Stamp Duty of Rs.90000/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-3437-2018 dated 26/04/2018) entered into between Mr. Chhatrapati Ramu Chaudhari (Owner) of the one part and M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar (Developer) of the other part, the said owner has sold, transferred and conveyed the said third property to the purchaser upon the proper consideration and on the terms and conditions contained therein. thereafter the said Mr. Chhatrapati Ramu Chaudhari has executed Power of Attorney dated 26/04/2018 (executed on Stamp Duty of Rs.500/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-3438-2018 dated 26/04/2018) in favour of M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar, to develop the said property.
- 26.** It is observed that, one Mr. Bhaskar Krushna Choudhari has recorded as the protected tenant of the said property as per Mutation Entry No.1022 dated 25/01/1963. Subsequently by Order No. TNC/Kamatghar/236/1978 dated 12/06/1978 the sale of the said third property in the name of Mr. Bhaskar Choudhari as per section 32G of the BT and AL Act, has been cancelled and previous land owner Mr. Krushna Kanha Choudhari has



been recorded as the owners and possessor of the said third property and same has been mutated in the property records vide Mutation Entry No.2002 dated 16/03/1979.

- 27.** In this above circumstances the said Mr. Naresh Bhaskar Choudhari & others legal heirs of Mr. Bhaskar Choudhari have no legal rights to executed Sale Deed dated 30/06/2016 (duly registered with the Sub-Registrar office at Bhiwandi – 1 under serial No.4717/2016 dated 30/06/2016) in favour of Mr. Dilip Velji Shah & Mr. Poonamchand Liladhar Chandariya.

FOURTH PROPERTY

- 28.** It is observed from the documents produced before us that, land bearing Survey No.108/6/1, of village Kamatghar, Taluka Bhiwandi, District Thane, within the limits of Bhiwandi Nizampur city Municipal Corporation, in the Sub-Registration District & Taluka Bhiwandi and Registration District & District Thane was owned by Mr. Sitaram Nana Bhai Punyarthi.
- 29.** It is further observed that, by Sale Deed dated 04/05/1934 the said Mr. Sitaram Nana Bhai Punyarthi has sold, transferred and conveyed the said fourth property to Mr. Rama Nathu Patil upon the proper consideration and on the terms and conditions contained therein.
- 30.** Thereafter Mr. Rama Nathu Patil died on or about 03/11/1954 leaving behind him Mr. Anant Rama Patil, Mr. Suryankant Rama Patil, Mr. Prakash Rama Patil & Mr. Ashok Rama Patil as his legal heirs and representatives.
- 31.** It is observed that, in the year of 1978 partition arrived between Mr. Anant Rama Patil, Mr. Suryankant Rama Patil, Mr. Prakash Rama Patil & Mr. Ashok Rama Patil and the said fourth property came to the share of Mr. Ashok Patil and same has been mutated in the property records vide Mutation Entry No.1947 dated 09/10/1978.
- 32.** Thereafter by Development Agreement dated 12/05/2008 READWITH Supplemental Agreement dated 03/08/2012 (executed on Stamp Duty of



Rs.100/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-6489-2012) entered into between Mr. Ashok Ramchandra Patil (Owner) of the one part and M/s. Shri Hari Realty (Developer) of the other part, the said owners has granted the development rights of the said fourth property to the developer upon the proper consideration and also executed Irrevocable Power of Attorney dated 03/08/2012 (duly registered in the Sub-Registrar's Office at Bhiwandi under serial No.BVD-6490-2012 dated 03/08/2012) in favour of M/s. Shri Hari Realty, to develop the said property.

- 33.** Thereafter by Deed of Rectification dated 17/09/2013 (duly registered in the Sub-Registrar's Office at Bhiwandi under serial No.BVD-8085-2013 dated 17/09/2013) executed between M/s. Shri Hari Realty (Purchaser) of the one part and Mr. Ashok Ramchandra Patil (Seller) of the other part, the said parties have rectified and substituted certain terms and conditions of the Development Agreement. Subsequently Mr. Ashok Ramchandra Patil has executed Power of Attorney dated 17/09/2013 (duly registered in the Sub-Registrar's Office at Bhiwandi under serial No.BVD-8086-2013 dated 17/09/2013) in favour of M/s. Shri Hari Realty.
- 34.** It is further observed that, by Supplemental cum Rectification Agreement dated 16/05/2018 (executed on Stamp Duty of Rs.72000/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-4033-2018 dated 16/05/2018) entered into between Mr. Ashok Ramchandra Patil (Owner) of the one part and M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar (Developer) of the other part, the said owner has sold and transferred the said fourth property to the developers upon the proper consideration and on the terms and conditions contained therein. Mr. Ashok Ramchandra Patil has executed Power of Attorney dated 16/05/2018 (executed on Stamp Duty of Rs.500/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-4034-2018 dated 16/05/2018) in favour of M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar, to develop the said property.



FIFTH PROPERTY

35. It is observed from the documents produced before us that, land bearing Survey No.108/6/2, area admeasuring about 0-15-00 H-R-P of village Kamatghar, Taluka Bhiwandi, District Thane, within the limits of Bhiwandi Nizampur city Municipal Corporation, in the Sub-Registration District & Taluka Bhiwandi and Registration District & District Thane was owned by Mr. Sitaram Nana Bhai Punyarthi.
36. It is further observed that, by Sale Deed dated 04/05/1934 the said Mr. Sitaram Nana Bhai Punyarthi has sold, transferred and conveyed the said fourth property to Mr. Rama Nathu Patil upon the proper **consideration** and on the terms and conditions contained therein.
37. Thereafter the said Mr. Rama Nathu Patil died on or about 03/11/1954 leaving behind him Mr. Anant Rama Patil, Mr. Suryankant Rama **Patil**, Mr. Prakash Rama Patil & Mr. Ashok Rama Patil as his legal heirs and representatives.
38. It is observed that, in the year of 1978 partition arrived between Mr. Anant Rama Patil, Mr. Suryankant Rama Patil, Mr. Prakash Rama Patil & Mr. Ashok Rama Patil and the said fifth property came to the share of Mr. Ashok Patil and same has been mutated in the property records vide Mutation Entry No.1947 dated 09/10/1978. Further it is observed that, by Sale Development Agreement dated 10/08/1993 READWITH Deed of Confirmation (duly registered in the Sub-Registrar's Office at Bhiwandi under serial No.BVD-2795-1997 dated 26/12/1996) entered into between Mrs. Rekhaben Jayendrakumar Shah (Purchaser) of the one part and Mr. Ashok Ramchandra Patil & Mr. Sudam Hari Patil (Sellers) of the other part, the said sellers have sold and granted the development rights of the said fifth property to the purchaser upon the proper consideration and on the terms and conditions contained therein.
39. Thereafter by Sale Deed dated 29/08/2012 (duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-7177-2012) entered into between Mrs. Rekhaben Jayendrakumar Shah thorough her POA holder Mr. Vilas Machhindra Musale (Owner) of the one part and Mr.



Chimanlal Premchand Shah (Purchaser) of the other part, the said owner has sold, transferred and conveyed the said fifth property to the purchaser upon the proper consideration.

- 40.** Thereafter by virtue of Court Order of Honorable Civil Court Junior Division Bhiwandi and by virtue of Government Notification No.Mah. Govt./Office-4 /Tenancy-2/ Notification-1/2012/Divisional Commissioner, Kokan Division, Navi Mumbai dated 02/05/2013, the Regular Civil suit No.1051/2012 filed before Honorable Civil Court Junior Division Bhiwandi with was between the Plaintiff Mr. Vilas Machhindra Musale and the Defendants Mrs. Rekhaben Jayendrakumar Shah and Mr. Dhanji Naran Patel and the same was recorded on the 7/12 extracts of the said property vide Notice of Lis-Pendency bearing Registration Serial No.6637/2012 dated 09/08/2012. Thereafter the Plaintiff and Defendants have mutually settled the said suit on 19/12/2013 and the effect of the said suit has been withdrawn from the 7/12 extracts and record of rights.
- 41.** Thereafter by Sale Deed dated 28/02/2012 (executed on Stamp Duty of Rs.500000/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-1796-2012 dated 29/02/2012) entered into between Mrs. Rekhaben Jayendrakumar Shah (Vendor) of the one part and Mr. Dhanji Naran Patel (Purchaser) of the other part, the said vendor has sold, transferred and conveyed the said property to purchaser upon the proper consideration
- 42.** Thereafter by Development Agreement dated 31/12/2013 (executed on Stamp Duty of Rs.898700/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-445-2014 dated 15/01/2014) entered into between M/s. Shri Hari Realty (Developer) of the one part and Mr. Dhanji Naran Patel (Owner) of the second part and Mr. Lalaji Raghavji Patel (Confirming Party) of the third part, the said owner has granted the development rights of the said fifth property to developer upon the terms and conditions contained therein. In pursuance of the Development Agreement Mr. Dhanji Naran Patel has executed Power of Attorney dated 31/12/2013 (executed on Stamp Duty of Rs.100/- under the provisions of Bombay



Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-446-2014 dated 15/01/2014) in favour of M/s. Shri Hari Realty, to develop the said property.

- 43.** Thereafter Supplemental cum Rectification Agreement dated 26/06/2018 (executed on Stamp Duty of Rs.84000/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-5073-2018 dated 26/06/2018) entered into between Mr. Dhanji Naran Patel (Owner) of the one part and M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar (Developer) of the other part, the said parties have rectified and substituted certain terms and conditions of the Development Agreement. Subsequently Mr. Dhanji Naran Patel has executed Power of Attorney dated 26/06/2018 (executed on Stamp Duty of Rs.500/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-5074-2018 dated 26/06/2018) in favour of M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar.
- 44.** Thereafter by Sale Deed 28/04/2022 (executed on Stamp Duty of Rs. 9,03,000/- under the provisions of Maharashtra Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No. BVD1-6102-2022 dated 29/04/2022) entered into between Mr. Dhanjinaran Patel, as (Vendor) of the one part and M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar, as (Purchaser) of the other part, the said vendor has sold, transferred and conveyed the said property to purchaser upon the proper consideration and also executed Irrevocable Power of Attorney dated 28/04/2022 (duly registered in the Sub-Registrar's Office at Bhiwandi under serial No. BVD1-6103/2022 dated 29/04/2022) in favour of M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar, to develop the said property.

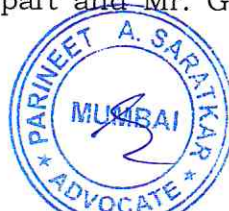
SIXTH PROPERTY

- 45.** It is observed from the documents produced before us that, land bearing Survey No.177/7B, of village Kamatghar, Taluka Bhiwandi, District Thane, within the limits of Bhiwandi Nizampur city Municipal Corporation, in the Sub-Registration District & Taluka Bhiwandi and



Registration District & District Thane was owned by Mr. Sitaram Nana Bhai Punyarthi.

46. It is further observed that, by Sale Deed dated 26/04/1940 the said Mr. Sitaram Nana Bhai Punyarthi has sold, transferred and conveyed the said sixth property to Mr. Laxman Govind Choudhari & Mr. Mahadev Govind Choudhari upon the proper consideration and on the terms and conditions contained therein.
47. Thereafter by Sale Deed dated 23/03/1945 the said Mr. Laxman Govind Choudhari & Mr. Mahadev Govind Choudhari have sold and transferred the said sixth property to Mr. Balaram Krushna Mali upon the proper consideration.
48. It is further observed that, by Sale Deed dated 16/08/1962 the said Mr. Balaram Krushna Mali has sold, transferred and conveyed the said sixth property to Mr. Babu Mahadev Choudhari & Mr. Ganpat Laxman Choudhari upon the proper consideration and on the terms and conditions contained therein.
49. Thereafter the said Mr. Babu Mahadev Choudhari died in the year of 1971 leaving behind him Mrs. Sakhubai Babu Choudhari, Mr. Ramdas Babu Choudhari, Mrs. Radhibai Babu Choudhari, Mrs. Gonabai Jayant Patil, Mrs. Nishbai Bhagwan Patil as his legal heirs and representatives.
50. Further it is observed that, by Sale Deed dated 18/05/1995 (duly registered with the Sub-Registrar office at Bhiwandi under serial No.BVD-2229-1995 dated 18/05/1995) executed between Mr. Devchand Gosrani & Mr. Ashivin Devchand Gosrani (Purchaser) of the one part and Mr. Ramdas Babu Choudhari & 5 others (Owners) of the other part, the said sellers have sold and transferred the said sixth property to the purchaser upon the proper consideration and on the terms and conditions contained therein.
51. Thereafter by Sale Deed dated 03/11/1999 (duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-2972-1999) entered into between Mr. Devchand Gosrani & Mr. Ashivin Devchand Gosrani (Owner) of the one part and Mr. Gurudayal Singh Reva Singh



Heera (Purchaser) of the other part, the said owner has sold, transferred and conveyed the said sixth property to the purchaser upon the proper consideration.

52. Thereafter by Development Agreement dated 26/06/2018 (duly registered with the Sub-Registrar office at Bhiwandi – 1 under serial No.BVD1-5078-2018) executed between Mr. Gurudayal Singh Revasingh Heera (Owner) of the one part and M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar rights of the said property to developer upon the proper consideration and also executed Irrevocable Power of Attorney (duly registered with the Sub-Registrar office at Bhiwandi – 1 under serial No.BVD1-5079-2018 dated 26/08/2018) in favour of M M/s. Shri Hari Realty, through its Partner Mr. Nimesh Thakkar, to develop the said property.

SEVENTH PROPERTY

53. It is observed from the documents produced before us that, land bearing Survey No.177/7C, of village Kamatghar, Taluka Bhiwandi, District Thane, within the limits of Bhiwandi Nizampur city Municipal Corporation, in the Sub-Registration District & Taluka Bhiwandi and Registration District & District Thane was owned by Mr. Sitaram Nana Bhai Punyarthi.
54. It is further observed that, by Sale Deed dated 26/04/1940 the said Mr. Sitaram Nana Bhai Punyarthi has sold, transferred and conveyed the said sixth property to Mr. Laxman Govind Choudhari & Mr. Mahadev Govind Choudhari upon the proper consideration and on the terms and conditions contained therein.
55. Thereafter by Sale Deed dated 23/03/1945 the said Mr. Laxman Govind Choudhari & Mr. Mahadev Govind Choudhari have sold and transferred the said sixth property to Mr. Balaram Krushna Mali upon the proper consideration.
56. It is further observed that, by Sale Deed dated 16/08/1962 the said Mr. Balaram Krushna Mali has sold, transferred and conveyed the said sixth property to Mr. Babu Mahadev Choudhari & Mr. Ganpat Laxman



Choudhari upon the proper consideration and on the terms and conditions contained therein.

- 57.** Thereafter the said Mr. Babu Mahadev Choudhari died in the year of 1971 leaving behind him Mrs. Sakhubai Babu Choudhari, Mr. Ramdas Babu Choudhari, Mrs. Radhibai Babu Choudhari, Mrs. Gonabai Jayant Patil, Mrs. Nishbai Bhagwan Patil as his legal heirs and representatives.
- 58.** Further it is observed that, by Sale Deed dated 18/05/1995 (duly registered with the Sub-Registrar office at Bhiwandi under serial No.BVD-2229-1995 dated 18/05/1995) executed between Mr. Devchand Gosrani & Mr. Ashvin Devchand Gosrani (Purchaser) of the one part and Mr. Ramdas Babu Choudhari & 5 others (Owners) of the other part, the said sellers have sold and transferred the said sixth property to the purchaser upon the proper consideration and on the terms and conditions contained therein.
- 59.** Thereafter Mr. Ramdas Babu Choudhari & others have sold and transferred the said property to Mr. Maganlal Zaverchand Hariya upon the proper consideration and same has been mutated in the property records vide Mutation Entry No.3922 dated 17/08/1996.
- 60.** Thereafter Mr. Maganlal Zaverchand Hariya died on or about 14/12/1998 leaving behind him Mr. Chetan Ganaglal Hariya, Mr. Nilesh Maganlal Hariya, Mrs. Ila Ashok Malde & Mrs. Rekha Suresh Sumariya as his legal heirs and representatives.
- 61.** Thereafter by Sale Deed dated 14/01/2000 (duly registered with the Sub-Registrar office at Bhiwandi under serial No.BVD-137-2000 dated 14/01/2000) executed between Mr. Balaji Radheshyam Vishwakarma, Mr. Shivshankar Banarsi Sahu & Mr. Radheshyam Rupan Yadav (Purchasers) of the one part and Mr. Chetan Ganaglal Hariya, Mr. Nilesh Maganlal Hariya, Mrs. Ila Ashok Malde & Mrs. Rekha Suresh Sumariya (Sellers) of the other part, the said sellers have sold, transferred and conveyed the said seventh property to purchasers upon the proper consideration.



62. Thereafter by Agreement for Sale dated 27/02/2008 (duly registered with Sub-Registrar office at Bhiwandi – 1 under serial No.BVD1-2680-2008) executed between Mr. Balaji Radheshyam Vishwakarma, Mr. Shivshankar Banarsi Sahu & Mr. Radheshyam Rupan Yadav (Vendor) of the one part and Mr. Kishore Harilal Bhatt (Purchaser) of the other part & Sale Deed dated 07/07/2008 (duly registered with Sub-Registrar office at Bhiwandi – 1 under serial No.BVD1-5975-2008) executed between Mr. Balaji Radheshyam Vishwakarma, Mr. Shivshankar Banarsi Sahu & Mr. Radheshyam Rupan Yadav (Vendor) of the one part and Mr. Kishore Harilal Bhatt (Purchaser) of the other part, the said vendor has sold, transferred and conveyed the said seventh property to developer upon the proper consideration.
63. Thereafter by Deed of Conveyance dated 12/04/2010 (executed on Stamp Duty of Rs.1,60,000/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi – 2 under serial No.BVD2-2377-2010 dated 13/04/2010) entered into between Mr. Kishor Harilal Bhatt & Mrs. Harshida Kishor Bhatt (Vendors) of the one part and Mr. Chandulal Jivraj Savala (Purchaser) of the other part, the said vendors have sold, transferred and conveyed the said seventh property to the purchaser upon the proper consideration.
64. Thereafter by Sale Deed 30/03/2012 (executed on Stamp Duty of Rs.3,39,000/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi – 1 under serial No.BVD1-02626-2012 dated 30/03/2012) entered into between M/s. Shri Hari Realty (Purchaser) of the one part and Mr. Chandulal Jivraj Savala (Seller) of the other part, the said vendors have sold, transferred and conveyed the said seventh property to the purchaser upon the proper consideration.

COMMON SUBMISSION

65. It is observed that, by Order No.B.D./R.T.S. Appeal No.85/2011 dated 25/08/2011 of Hon. Sub-Divisional Officer, Bhiwandi and by Order No. MAH.Govt./DIV-1/T-3/Record Rights/K.V.6824/2012 dated 24/08/2012 of Hon. Tahsildar Bhiwandi, there are only two 7/12 extracts bearing Survey No.177, Hissa No.6 and land bearing Survey No.177, Hissa No.7



belongs to Mr. Rajeshkumar Kundanmal Jain, Mr. Gurudayalsingh Revasingh Heera, Mr. Chandulal Jeevraj Savla and after sale (M/s. Shri Hari Realty through its partner Mr. Gokul Jayram Patel), but as per government records the land was sub-divided as follows:-

- 1) Survey No.177/6/A admeasuring about 0-09-0 HRP, Survey No.177/6/B admeasuring about 0-07-0 HRP & Survey No.177/7/A admeasuring about 0-16-0 HRP belongs to Mr. Rajesh Kundanmal Jain,
- 2) Survey No.177/7/B admeasuring about 0-12-0 HRP belongs to Mr. Gurudayalsingh Revasingh Heera,
- 3) Survey No.177/7/C admeasuring about 0-04-0 HRP belongs to Mr. Chandulal Jeevraj Savala (M/s. Shri Hari Realty through its partner Mr. Gokul Jayram Patel)

- 66.** Thereafter Tahasildar of Bhiwandi has converted all that land bearing (1)Survey No. 107/2, admeasuring about 800 Sq. Mtrs, (2)Survey No. 107/2A, admeasuring about 2500 Sq. Mtrs, (3)Survey No. 108/5, admeasuring about 5240 Sq. Mtrs, (4)Survey No. 108/6/1, admeasuring about 2110 Sq. Mtrs and (5)Survey No. 177/7/B, admeasuring about 400 Sq. Mtrs into Non-Agricultural land had granted Non-Agricultural Permission Vide Order No.K-1/T-3/NAP/ KAMATGHARBHIWANDI/SR-12/2013, dated 03/06/2013 for the Non-Agricultural use of the said lands.
- 67.** The Tahasildar of Bhiwandi has converted land bearing Survey No.108/6/2, admeasuring about 1500 Sq. Mtrs; into Non-Agricultural land had granted Non-Agricultural Permission Vide Order No.REV/K-T-10/ASSESSMENT/KAMATGHAR/SR-122/2018, dated 27/07/2018 for the Non-Agricultural use of the said lands.
- 68.** The Tahasildar of Bhiwandi has converted all that land bearing Survey No.177/7/B, admeasuring about 1200 Sq. Mtrs; into Non-Agricultural land had granted Non-Agricultural Permission Vide Order No.REV/K-1/T10/ASSESSMENT/KAMATGHAR/SR-121/2018, dated 27/07/2018 for the Non-Agricultural use of the said lands.



69. M/s. Shri Hari Realty have got the Building Plans sanctioned and approved from competent authority vide Commencement Certificate No.B.P.K./106/2018-2019 dated 03/04/2019 issued by Bhiwandi Nizampur City Mahanagarpalika, Bhiwandi, Thane, Commencement Certificate No. BNCM/Nagarrachana /BPK.106/2018-2019/1667 dated 17/05/2019 issued by Bhiwandi Nizampur City Mahanagarpalika, Bhiwandi, Thane & Commencement Certificate No.B.P.K./106/2018-2019 dated 03/04/2019 issued by Bhiwandi Nizampur City Mahanagarpalika, Bhiwandi, Thane and have started constructing PROJECT known as “**Dev Drashti Empire**” Phase - I having self-contained Residential Flats & Shops.
70. Thereafter NOC for High Rise Residential cum Commercial Building vide Order No. MFS/51/18/942 dated 17/12/2018 has been issued by Government of Maharashtra in respect of the said project.
71. It is observed that one Revision application was filed before Maharashtra Revenue Tribunal, Mumbai against the order dated 01/07/2017 passed by sub-divisional officer, Bhiwandi in tenancy appeal no.13/2015, we observed that there are no litigations are pending in respect of the present project as evident from the document produced before us.
72. It is observed that the present project is registered under Real Estate Regulatory Authority, the RERA Certificate bearing no. **P51700020837** dated 08/09/2021 issued by the RERA authority is valid upto 30/04/2024.
73. It is further observed from the search report submitted by our search clerk that M/s. Shri Hari Realty have availed certain credit facility from **State Bank of India** and mortgaged the project land and building with them, the said mortgage is duly registered with the Sub Registrar Office at Sr. No. PLR/3900/2020 on 28/10/2020.
74. It is observed from the Architect Certificate dated 10/03/2022 issued by R. R. Consulting Engineers, Architect has confirmed that the construction work of the said building i.e. residential cum commercial building Type-A namely “Dev Drashti Empire” constructed on land bearing no. Survey No. 107/2, 107/2A, 108/5, 108/6/1, 108/6/2, 177/7/B, 177/7/C at Village Kamatghar, Taluka Bhiwandi, Dist. Thane is 90% completed and the rest work is in progress.



75. In our opinion, the title to the said Property is in favour of the Builders is clear, marketable and free from encumbrances except the mortgage of State Bank Of India.
76. It is observed that Sale Deed 30/03/2012 (executed on Stamp Duty of Rs.3,39,000/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-02626-2012 dated 30/03/2012) entered into between M/s. Shri Hari Realty (Purchaser) of the one part and Mr. Chandulal Jivraj Savala (Seller) of the other part was lost in transit accordingly they have lodged a document missing complaint with Narpoli Police Station, Thane on 29/07/2018. It is further observed that owners/builder through their Advocate Mr. Venkatesh T. Chitiken, Advocates has published a public notice dated 02/08/2018 in Mumbai Sakal and Thane Today Edition recording a loss of documents thereby inviting the claims from public at large. Thereafter Mr. Venkatesh T. Chitiken, Advocates has issued no claim certificate dated 18/08/2018.
77. It is further observed that one of the Development Agreement i.e. Development Agreement dated 31/12/2013 (executed on Stamp Duty of Rs.898700/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub-Registrar's Office at Bhiwandi - 1 under serial No.BVD1-445-2014 dated 15/01/2014) entered into between M/s. Shri Hari Realty (Developer) of the one part and Mr. Dhanji Naran Patel (Owner) of the second part and Mr. Lalaji Raghavji Patel (Confirming Party) of the third part is also informed to be lost and misplaced.

V. **SEARCH OF ENCUMBRANCES:**

We have caused the Searches of the records of the said property for the period from 1993 to 26/12/2022 in the Sub-Registrar's Office. It appears from the said search report that apart from mortgage of **State Bank of India** there are no other encumbrances of whatsoever nature is found in respect of the said property.

Yours truly,

Adv. Parineet Saratkar

