

Annexure

Flow of Title

1. The properties initially belonged to one Kamal Fakir Patil. The said Kamal Fakir Patil died, leaving behind him surviving Mangal and Padman as his only heirs according to Hindu Law by which he was governed.
2. The said Mangal Kamal Patil died, leaving behind him surviving his sons Bhuryaji, Govind, Jivan and Fakir, according to the Hindu Law by which he was governed.
3. The said Bhuryaji Mangal Patil died, leaving behind him surviving his wife, Jivabai and two sons Atmaram and Gopal.
4. The said Govind Mangal Patil died, leaving behind him surviving his wife Gargubai and two sons, Trimbak and Manik.
5. The said Jivan Mangal Patil died, leaving behind him surviving his wife, Lalkibai and three sons, Krishna, Sakharan and Bhanu.
6. The said Fakir Mangal Patil died intestate, leaving behind him surviving his wife, Sewai and four sons, Kashinath, Bhaskar, Raghnath and Waman and one daughter, Hirabai.
7. The said Padman Kamal Patil died, leaving behind him surviving his son, Kolya as his only heir.
8. The said Kolya Padman Patil died, leaving behind him surviving his two sons, Pandurang and Hingji.
9. The family, as constituted above owned the several immovable properties, including the property more particularly described in the First Schedule hereunder written.



- III. In or about the year 1921, a portion of the property belonging to the joint family, forming part of the aforesaid property herein, was acquired in 1921 by the Central Government for salt farm. The compensation in respect of the said property was taken by Trimbal Govind Patil. The said Trimbal being dissatisfied with the compensation, made a reference being L.A. Reference No.24 of 1921 to the District Court, Thane. By an Order dated 15th September, 1924, the District Court, Thane, enhanced the said compensation by Rs.6,241/- and the same was paid to the said Trimbal. Being aggrieved by the Order of the District Court, Thane, the Central Government preferred an Appeal being Appeal No.251 of 1923, and by an Order dated 21st September, 1925, the Order of the District Court, Thane, was set aside and restored the Order of the Learned Acquisition Officer, fixing the compensation.
11. In the meantime, Patil Kokya Bahir, one of the co-owner filed a suit in the First Class Sub-Judge, Thane Civil Court, being suit no. 302 of 1927 and pursuant to the Order dated 19th March 1929 passed by that court, the larger property was divided amongst the family and property more particularly described in the First Schedule hereunder written, came to the share of Govind, Jeevan, Bhuraji, Fakar.
12. Pursuant to the said Order dated 21st September, 1925, the Central Government took proceedings for the recovery of the said enhanced compensation of Rs.6,241/- paid to the said Trimbal. The execution proceedings were filed by the Central Government, being Execution Application No.27 of 1928 in the District Court, Thane, and the properties belonging to the joint-family, more particularly described in the First

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Schedule hereunder written, were put up for auction sale.

13. Pursuant to the said auction, the properties, more particularly described in the First Schedule hereunder written, were purchased by the Salt Commissioner on 8th November, 1933 for and on behalf of the Central Government, and the Sale Certificate dated 11th April, 1935, was issued to the Central Government, by Court.
14. In this connection, several litigations took place between the Central Government, represented by the Salt Commissioner and Atmarum Bhuryaji Patil and other members of Patil Family. It was contended on behalf of the family that Trimbak Govind Patil had no authority to represent the family. Ultimately it was held by the First Class Sub-Judge, Thane Civil Court, in Suit No. 72 and 73 of 1942 that in consideration of the compensation received by Trimbak Govind Patil, Manik Govind Patil and their Mother, Gangubai Govind Patil in respect of the property acquired by the Salt Commissioner, their shares, right, title and interest in the property were extinguished in the said property described in the First Schedule hereunder written and they no longer continued to have any share, right, title and interest in the said property, more particularly described in the First Schedule hereunder written and the said property continued to belong absolutely to the legal heirs and representatives of the said Bhuryaji, Jivan and Fakir Bhoir Patil in terms of the decree passed in Partition Suit being Regular Civil Suit No. 302 of 1927 in the Court of First Class Subordinate Judge, Thane. Accordingly, the property came to be vested in the family of Bhuryaji, Jivan and Fakir Bhoir Patil.
15. The said Atmarum Bhuryaji Patil died intestate in 1977, leaving behind him surviving his wife, Mithurbai and two sons, Jinaratan and Vasant and three



daughters, Tarumati, Dwarakabai and Arundibai.

16. The said Mahurabai died in the year 1983, leaving behind her surviving her said two sons and three daughters as her only heirs.
17. The said Gopal Bhuryaji Bhoi died, leaving behind him surviving his son Damaram and three daughters, Babubai, Thakkubai and Damayanti.
18. The said Babubai, daughter of Gopal Bhuryaji died, leaving behind her surviving her husband, Vishwanath Keri and her sons, Manohar, Pravin, Arun, Ravindra and Mahesh and daughters, Nanda, Lalba, Nafini and Bhnumoti.
19. The said Bhaskar Fakir Patil and his wife, Kusum Bhaskar Patil had died, leaving behind them surviving their 5 daughters, namely, Pushpalata, Praveena, Deepa, Sheila and Chetva as their only heirs.
20. Bhaskar Fakir Patil filed a suit in the City Civil Court, at Bombay being Suit No. 375 of 1961 for partition of the property more particularly described in First Schedule hereunder written. In the decree passed in the said suit on 8 April 1969, it was declared that the said Property is not a joint family property and the Property described in First Schedule hereunder written belongs exclusively to Anantram Bhuryaji Patil being the Defendant No. 1, subject to the terms contained in the said decree.
21. In spite of the said Order being passed in the said two suits being suit no. 72 and 73 of 1942, the Suit Commissioner, representing the Union Government, continued to interfere in the said property, more particularly described in the First Schedule hereunder written. Therefore, the said Anantram Bhuryaji Patil filed a Suit in the City Civil Court at Bombay, being Suit No. 1806 of 1966 against the Union of India for a Declaration that the said property, more particularly described in the First Schedule hereunder written absolutely



belonged to them and for other reliefs.

22. By a Judgment and Decree on 15th /25th March, 1982, the Learned Judge of the City Civil Court declared that the said Mathurabai, widow of Atmaram Bhoyrajji Paril, and legal heirs of deceased Atmaram are the Owners of 15/16 undivided shares, right, title and interest in the said property, more particularly described in the First Schedules hereunder written and the Union of India/Salt Commissioner was truly entitled to 1/16 undivided share, right, title and interest in the said property, more particularly described in the First Schedules hereunder written.
23. Aggrieved by the said Judgment, the Union of India filed First Appeal to the Hon'ble Bombay High Court, being Appeal No. 33 of 1983. By Judgment and Order dated 31st July, 1990, in the said First Appeal No. 33 of 1983, the Hon'ble Bombay High Court confirmed the Judgment and Decree 15th /23rd March, 1982, passed by City Civil Court, Bombay and dismissed the Appeal filed by the Union of India.
24. Aggrieved by the said Judgment and Decree dated 31st July, 1990 of the Hon'ble High Court at Bombay, the Union of India filed Letters Patent Appeal No. 103 of 1993. The said Appeal was also rejected by the Hon'ble Bombay High Court by their order dated 5th August 1993.
25. Being aggrieved by the Judgment and Decree passed in the said First Appeal and in the said Letters Patent Appeal No. 103 of 1993, the Union of India filed a Special Leave Petition in Supreme Court for Appeal against the said Order in the said Letters Patent Appeal No. 103 of 1993. The said Special Leave Petition was also rejected by the Hon'ble Supreme Court of India by its order dated 11th July 1994.

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26. Thus, by the Judgment and Decree dated 13th (23rd March, 1983, passed by the Hon'ble City Civil Court of Bombay, declaring that the Owners have 15/16 shares, right, title and interest in the said property, more particularly described in the First Schedule hereunder written and Union of India is entitled to 1/6th undivided right in the said property and the order became final and binding, upon Union of India.
27. Janardhan Amaram Patil, being the eldest son and male heir of Amaram Bhuryoji Patil, negotiated for sale of the property and in the said negotiations, the co-owners of of two (2) acres and one (1) as per acre in the said decree dated 24th April 1969 also joined in the negotiations and agreed and decided to sell the property on as is where is basis and subject to various claims and acquisitions and litigations with Union of India to any interested Developers/Builders/Purchasers.
28. The Owners, viz. -
- (a) Janardhan Amaram Patil, for self and as Karta and Manager of his joint and undivided Hindu Family, consisting of himself, his wife, Smt. Mirabai Janardhan Patil, his sons, Naresh Janardhan Patil and Dilip Janardhan Patil and his daughters, Mrs. Pushpalata Ravindra Ghugre nee Pushpalata Janardhan Patil and Mrs. Jyotsna Dattatraya Madhavi nee Jyotsna Janardhan Patil,
 - (b) Smt. Mirabai Janardhan Patil,
 - (c) Naresh Janardhan Patil, for self and as father and natural guardian for his minor daughter Miss Naresh Patil, aged 7 years, and minor son Master Veenit Naresh Patil, aged 4 years,
 - (d) Mrs. Jayshree Naresh Patil,



- (e) Dilip Janardhan Patil, for self and as father and natural guardian for his minor daughter Miss. Priya Dilip Patil, aged 5 years.
 - (f) Mrs. Lalita Dilip Patil,
 - (g) Mrs. Pushpalata Ravindra Gharre, nee Pushpalata Janardhan Patil,
 - (h) Mrs. Jyotsna Damodraya Madhavi, nee Jyotsna Janardhan Patil,
 - (i) Smt. Tarumati Harishchandra Keri,
 - (j) Smt. Dwarkabai Damodar Vaidhy,
 - (k) Smt. Anandibai Krishna Keri.
- II. Though not legal owners as per the said decree dated 8th April 1969, but included and treated as owners, the following, namely:
- (a) Dattaram Gopal Patil, for himself and as father and natural guardian for his minor son, Mandar Dattaram Patil, aged 15 years, as also Karta and Manager of Joint and undivided Hindu Family consisting of his wife, Mrs. Indumati Dattaram Patil, Mrs. Dwarkabai Dattaram Patil, his sons, Nilesh Dattaram Patil, Shailesh Dattaram Patil, Ritesh Dattaram Patil, Mandir Dattaram Patil and daughter Rakhee Dattaram Patil,
 - (b) Smt. Indumati Dattaram Patil,
 - (c) Smt. Dwarkabai Dattaram Patil,
 - (d) Nilesh Dattaram Patil,
 - (e) Shailesh Dattaram Patil,
 - (f) Ritesh Dattaram Patil.



- (g) Miss. Rakhee Dattaram Patil,
- (h) Smt. Thakubai Narayan Mintre,
- (i) Smt. Damayanti Vasudeo Vaidhy,
- (j) Yeshwant Dattodar Keni,
- (k) Manohar Yeshwant Keni, for himself and as father and natural guardian for his minor son, Arun Manohar Keni, aged 8 years and his minor daughter, Pooja Manohar Keni, aged 4 years,
- (l) Mrs. Minisha Manohar Keni,
- (m) Pravin Yeshwant Keni, for himself and as father and natural guardian of his minor son, Kunal Pravin Keni, aged 4 years,
- (n) Mrs. Lalla Pravin Keni,
- (o) Ravindra Yeshwant Keni for himself and as father and natural guardian of his minor daughter Manice Ravindra Keni, aged 3 years,
- (p) Smt. Nirmala Ravindra Keni,
- (q) Mrs. Lata Bhalechandra Vaidhy nee Lata Yeshwant Keni,
- (r) Mrs. Munda Gajanan Keni nee Munda Yeshwant Keni,
- (s) Mrs. Nalini Anani Pasi nee Nalini Yeshwant Keni,
- (t) Mahesh Yeshwant Keni,
- (u) Miss. Bhanumati Yeshwant Keni,



(v) Arun Yeshwant Keni, for himself and as father and natural guardian of his minor son, Chetan Arun Keni,

(w) Smt. Nanda Arun Keni

(II) (a) Vasant Abharam Patil, for self and as father and natural guardian for his minor daughters, Miss. Mina Vasant Patil, aged 15 years, and Miss. Alpa Vasant Patil, aged 14 years, and his minor son, Jitesh Vasant Patil, aged 12 years, as also as Karta and manager of the joint and undivided Hindu Family, consisting of himself, his wife Mrs. Surekha Vasant Patil, his minor daughters, Mina and Alpa and minor son Jitesh,

(b) Mrs. Surekha Vasant Patil,

IV (i) Shyam Narayan Patil, for self and as father and natural guardian of his minor sons, Athok Shyam Patil, aged 8 years, Nikhilesh Shyam Patil, aged 6 years and Lata Shyam Patil, aged 4 years,

(b) Mrs. Laxmi Shyam Patil,

(c) Ravindra Narayan Patil, for self and as father and natural guardian for his minor son, Aniket Ravindra Patil, aged one year, and minor daughter, Hemangi Ravindra Patil, aged 3 years,

(d) Mrs. Lalita Ravindra Patil,

(e) Manohar Narayan Patil,

(f) Mrs. Jayashree Gurunath Markunde nee Jayashree Narayan Patil,



(g) Mrs. Godavari Sunil Kumbekar nee Yeshodha Narayan Patil,

V. (a) Dattatraya Raghunath Patil, for self and as father and natural guardian for his minor daughters, Sheetal Dattatraya Patil, aged 15 years, and Reshma Dattatraya Patil, aged 12 years, as also Karu and Manager of the joint and undivided Hindu Family consisting of himself, his wife, Mrs. Shantabai Dattatraya Patil and his daughter, Mrs. Geeta Dattatraya Patil, and minor daughters, Sheetal Dattatraya Patil and Reshma Dattatraya Patil,

(b) Mrs. Shantabai Dattatraya Patil,

(c) Miss Geeta Dattatraya Patil,

(d) Ganesh Dattatraya Patil,

VI. (a) Kashinath Fakir Patil,

VII. (a) Mrs. Pashpalata Vijay Shirke nee Pashpalata Bhaskar Patil,

(b) Mrs. Pravina Narayan Koli nee Pravina Bhaskar Patil,

(c) Mrs. Deepa Shivram Tandel nee Deepa Bhaskar Patil,

(d) Miss. Shaila Bhaskar Patil,

(e) Miss. Chetna Bhaskar Patil,

VIII. (a) Smt. Manjulabai Waman Patil,

(b) Mrs. Indumati Krishna Patil nee Indumati Waman Patil,



- (c) Mrs. Devyani Ravinder Keri nee Devyani Waman Patil,
- (d) Mrs. Nirmala Ashok Patil nee Nirmala Waman Patil,
- (e) Mrs. Bharti Suresh Ulvelkar nee Bharti Waman Patil,
- (f) Ramakant Waman Patil,
- (g) Mrs. Pratiksha Ramakant Patil,
- (h) Hanishwar Waman Patil,

IX. (a) Smt. Hirabai Hiraji Vaithy.

- X. (a) Gajanan Harishchandra Bhoir,
- (b) Smt. Bhimabai Gajanan Bhoir,
- (c) Vijay Gajanan Bhoir, for self and as father and natural guardian for his minor sons, Yogesh Vijay Bhoir, aged 8 years, and Nikhit Vijay Bhoir, aged 6 years,
- (d) Mrs. Tejasvi Vijay Bhoir,
- (e) Deepak Gajanan Bhoir, for self and as father and natural guardian for his minor son, Virayak Deepak Bhoir, aged 6 years,
- (f) Mrs. Shalini Deepak Bhoir,
- (g) Jayant Gajanan Bhoir,
- (h) Mrs. Jyoti Gajanan Bhoir,





- (i) Babar Harishchandra Bhoir, for self and as father and natural guardian for his minor sons, Sandesh Babar Bhoir, aged 7 years, Sanish Babar Bhoir, aged 15 years, and Mahendra Babar Patil, aged 11 years.
- (j) Mrs. Sumra Babar Bhoir.
- (k) Smt. Anusaya Kesrinath Patil.
- (l) Smt. Narmada Keshav Patil.
- (m) Smt. Reshukalsi Jagannath Bhoir.
- (n) Mrs. Vandana Dilip Bhoir nee Vandana Jagannath Bhoir.
- (o) Mrs. Sunja Jagannath Bhoir.

became entitled to 15/16 undivided shares, right, title and interest in the said properties, more particularly described in the First Schedule hereunder, written as owners thereof in terms of the said Decree dated 8th April 1969 passed in Suit No. 375 of 1961 by the City Civil Court, Bombay.

Upon enquiries by us with Mr. Jnanardhan Amaram Patil, we were informed that, although pursuant to the said Decree dated 8th April 1969 passed in the B.C.C. suit 375 of 1960, the property more particularly described in the First Schedule hereunder written was declared exclusively belonging to Amaram Bhuryaji Patil subject to the terms and conditions more specifically stated in the said decree and the property only vested in the heirs of the said Amaram alone.



The eldest son of Atmaram, Mr. Jashardan Atmaram Patil has however desired that the heirs of his uncle, viz., Gopal Bhuraji Patil be also given some consideration from out of the consideration coming to the share of Atmaram family and accordingly the heirs of Gopal Bhuraji Patil have been included as name sake owners in the said properties agreement for sale from time to time with the Purchasers

31. Since the property was saddled with litigations and several other problems, the Owners as Vendors had entered into three (3) Agreements for Sale all dated 29th November 1985 with M/s. Sadguru Enterprises, who in turn had entered into several Tripartite Agreement for Sale of the said property with M/s. Crescent Builders. The Owners also executed various irrevocable Power of Attorney's in favour of partners M/s. Sadguru Enterprises and of M/s. Crescent Builders and handed over possession of the property to the said Purchasers.
32. Since the property was encumbered with various litigation and claims with Union of India, Salt Department, M/s. Crescent Builders negotiated with M/s. Pioneer Housing & M/s. Crescent Builders simultaneously also negotiated with the Owners and the Owners and the said Crescent Builders agreed for development of the property by M/s. Pioneer Housing and agreed to transfer 70% of development share to M/s. Pioneer Housing, reserving 30% development share with M/s. Crescent Builders and also agreed to the increased consideration to be paid to the Owners.
33. By an Agreement for Development dated 14th December, 1993, made and entered into between the Owners including persons treated as owners as



"Vendors" of the One Part, the said M/s. Crescent Builders as "Confirming Party" of the Second Part and M/s. Pioneer Housing as "Developers" of the Third Part, the said M/s. Pioneer Housing have agreed to develop the said property on terms, conditions and consideration mentioned in the said Agreement dated 14th December, 1993. Under the said Agreement, 30% share, right, title and interest in the said Property is retained by M/s. Crescent Builders.

34. The said Agreement for Development dated 14th December, 1993, was submitted to the Appropriate Authority U/s.269-UC of the Income Tax Act, 1961. The said authority has ultimately granted its No Objection for the development of the said property by M/s. Pioneer Housing.
35. The Owners have further solemnly declared that Owners are the only members and legal representatives of the said joint family, and Owners have agreed to keep fully indemnified the Developers against any claim whatsoever made by any one from the family or any one claiming through any member of the family as mentioned hereinabove.
36. Pursuant to the said Judgment and Decree dated 15th /23rd March, 1982, the Union of India represented by the Sd/- Commissioner, applied to the Collector Bombay Suburban Dist. Bandra, Bombay, for partition of their 1/16th said undivided share, right, title and interest in the said property. The partition has been physically effected as per the order of the Collector dated April 28 1995 and 15/16 undivided share of the said property, more particularly described in the First Schedule hereunder written is carved out for the Owners. Names of the Owners are also entered in Record of Rights and Records of City Survey Office. The possession of said property



admeasuring 5771.30 sq. meter was taken over by Union of India through Salt Commissioner on January 16, 1996 in full satisfaction of 1/16th share of the Union of India in the said family property described in the First Schedule hereunder written.

37. The Owners are thus full and absolute owners of the property admeasuring 86570.05 sq. meter of land more particularly described in the Second Schedule hereunder written.
38. The Owners through Developers had submitted plans for the development of the said property and for permission for development from Competent Authority, Urban Land (Ceiling and Regulation) Act, 1976. The said Competent Authority and Additional Collector (ULC), Greater Mumbai has granted necessary permission under its order No. C/ULC/D III/Sec.20/ (NCH)SR-XV/2314 dated July 29, 1995 for development of the said property on the terms contained therein.
39. One Mr. Ramechandra Patil and others have filed a suit bearing Suit No. 1262 of 1996 against Janardhan Patil and others. In the said suit, Ramechandra Patil and others had claimed various reliefs claiming right, title and interest in the said property claiming from Trimbak Govind Patil and had challenged the development Agreement and claiming certain rights by way of undivided share in the said property agreed to be developed by the Developers.
40. In the said suit the Owners and M/s. Pioneer Housing as Developers have filed their respective written statements denying claim of Ramechandra Patil and others in the said High Court Suit No. 1262 of 1996. In the said suit, the Plaintiffs had taken out a Notice of Motion No. 3147 of 1998. In the said Notice of Motion, the said Janardhan Amaram Patil on behalf



of the Owners and the Developers have filed their affidavits in reply to the said Notice of Motion. The said Notice of Motion had come up for hearing and final disposal before the Hon'ble High Court and the Hon'ble High Court was pleased to dismiss the said Notice of Motion by its order on January 30, 2001, disposing off the said Notice of Motion and granting no reliefs of any nature whatsoever to the Plaintiffs in the suit. The Plaintiffs in the said suit have not filed any appeal against the said order. The said suit is pending the hearing and final disposal.

41. Subsequent to the disposing off the said Notice of Motion the Developers have got the said Agreement for Development dated December 14, 1993, duly adjudicated by the Collector and Superintendent of stamps, Mumbai as required under the Bombay Stamp Act as applicable to the State of Maharashtra and have duly paid the requisite amounts towards the stamp duty and penalties as determined by the Collector and Superintendent of Stamps, Mumbai.
42. The Partners of the Developers have made solemn declaration dated December 11, 2002 inter alia stating that the said Development Agreement is valid, subsisting and binding and not determined and/or terminated by the Owners and/or Confirming Party i.e., M/s. Crescent Builders.
43. The Developers have after adjudication of stamp duty payable on the said Development Agreement dated December 14, 1993, have paid stamp duty and other charges as determined by Dy. Inspector General of Registration and Dy. Collector of Stamp and have got the said Agreement registered with Sub-Registrar of Assurances, Kurla along with the said Declaration dated



December 11, 2002, under Serial No. 9107/2002 Part II on December 11, 2002, of Book No. I at the office of Sub-Registrar, Karla II in Registration Sub-District Karla II in the District Mumbai.

44. By a Supplementary Agreement dated 29th April 2002 made between M/s. Crescent Builders and M/s. Pioneer Housing whereby M/s. Crescent Builders have agreed to allow the said M/s. Pioneer housing to develop the entire property more particularly described in the Second Schedule hereunder written on the terms and conditions contained in the said Agreement.
45. For development of the said property, the owners had approached the revenue authorities (Collector, Mumbai Suburban) for conversion of the agricultural land into non-agricultural land, to be used for non-agricultural purposes. Accordingly, the Collector, Mumbai Suburban, passed an order No. C/Desk-2D/LND/SRK-1559 dated 11th October, 2011 for non-agricultural use. Being aggrieved by the said order, one Nilesh Damaram Patil filed an appeal before in the Court of Konkan Division (Additional Commissioner, Konkan Division), bearing No. APPEAL/DESK/LNA/477/2015. By an order dated 15th February, 2017, the Additional Commissioner, Konkan Division rejected the said appeal on the ground of limitation.
46. Pursuant to the application of the owner, the revenue authorities (Sub-Divisional Officer, Mumbai Suburban), considering the various orders passed by the Hon'ble Supreme Court, Hon'ble Bombay High Court etc., recorded a mutation entry under serial No. 1007, whereby, names of the owners entitled to the said property were recorded. One Nilesh Damaram Patil, has filed an appeal challenging the mutation contained in the said entry No. 1007, being

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Appeal No. RTS/01/2017 - Nilesh Dattaram Patil v. Sub-Divisional Officer & others. In the said appeal, one of the owners Vasant Atmarum Patil, being the Respondent No.3 therein, and also the constituted attorney of the Respondent Nos. 2A to 2E has filed an affidavit in reply opposing the appeal. The respective parties have been extensively heard by the Deputy Collector, Appeals, Bandra and matter has been closed for orders. The judgment and final order is awaited in the said Appeal. In the said Appeal, the said Vasant Atmarum Patil has *inter alia* relied on the consent decree that was passed by the Hon'ble City Civil Court, Bombay (a Suit No. 375 of 1961), whereby, his father was awarded the property in question. The said Vasant Atmarum Patil further states that upon demise of his father, the property belongs to him and his family consisting of himself, his brothers and sisters and their respective children, who have all given the property in question for development to M/s. Pioneer Housing. A notice of Lis Pendens in relation to the foregoing proceeding has been registered with the Sub-Registrar of Assurances under serial No. BDR-413375/2017.

47. During the course of development, after the approval of the plans, there were certain technical breaches by the Developers, M/s. Pioneer Housing like exceeding the construction beyond the plinth level etc. and consequently, a notice dated 31st September, 2004 was issued by the Municipal Corporation of Greater Mumbai, calling upon the Developers, M/s. Pioneer Housing to take steps to restore the land to its existing condition before the said unauthorized development took place. Filt was also registered by police pursuant to the complaint of Municipal



Corporation. The notice was issued by the Municipal Corporation of Greater Mumbai under Section 53(1) of the Maharashtra Regional and Town Planning Act, 1966 for irregularity in construction. Pursuant thereto, M/s. Pioneer Housing submitted amended plans and the said amended plans were approved by the Deputy Municipal Commissioner on 21st March, 2015. The Deputy Municipal Commissioner also granted approval to the Municipal Corporation of Greater Mumbai to withdraw the action under section 53(1) of the said Act. Accordingly, by a letter dated 20th July, 2015, Municipal Corporation of Greater Mumbai informed the partners of M/s. Pioneer Housing that the FIR (first information report) which was registered under Section 53(1) of the said Act has been withdrawn. By a letter dated 11th July, 2015, addressed by the Asst. Commissioner, P-Ward to the senior inspector of police, Navgarh police station, the said Asst. Commissioner requested the police officer to stop all action initiated on the basis of the said FIR. In the said letter to the senior inspector of police, Navgarh police station, it was stated that irregular structure constructed by M/s. Pioneer Housing has been regularized by the Municipal Corporation of Greater Mumbai by issuing IOD dated 5th February, 2015.

48. Since the FIR was registered by the senior inspector of police, Navgarh police station, Champalal Kishorchand Vardhan & others, being partners of M/s. Pioneer Housing had filed a Writ Petition No. 4027 of 2015 in the Hon'ble Bombay High Court, under Article 226 of the Constitution of India read with Section 482 of the Criminal Procedure Code, 1973 for quashing the criminal FIR bearing No. CR No. 19 of 2015 lodged under Section 53(1) of the said Maharashtra Regional and Town Planning Act.

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1966. By an order dated 6th January, 2017, the Hon'ble High Court allowed, the Writ Petition and the FIR bearing CR No. 19 of 2015 was quashed and set aside and Rule was made absolute.

49. In this connection, it is further stated that one Kundan Mohan Patil has filed a Writ Petition No. 1940 Of 2015 in the Hon'ble Bombay High Court, against the State of Maharashtra (Commissioner, Assist. Commissioner, Executive Engineers, Collectors etc), wherein, he has impleaded M/s. Pioneer Housing as a party Respondent. In the said Writ Petition, the Petitioner has alleged irregularities and unauthorized construction. In response, one of the partners of M/s. Pioneer Housing has filed an Affidavit in Reply denying all the allegations of the Petitioner and has further placed on record the true and correct facts of the case, including the fact of the regularization of the unauthorized construction. The said Writ Petition is pending admission.

50. In or around, 2008-09, one Krishnabai Dashirath Babade claiming to be the co-owner in one (1) acre of land had applied to the Tahasildar for getting her alleged undivided $1/3^{rd}$ share in the said one (1) acre property bearing survey No. 22 new CTS No. 795A of Village- Nohar, Taluka Kurla, Dist. Mumbai Suburban, equivalent to 1333 sq. mtrs., claiming her share as per the consent decree dated 9th April, 1969. Further, she had agreed to sell and transfer her $1/3^{rd}$ share to Sadguru Enterprises/ Crescent Builders/M/s. Pioneer Housing. However, on several representations made by her to the revenue authorities, she succeeded to get her share partitioned without any notice to the other co-owners and/or M/s. Pioneer Housing. After the said partition of her alleged $1/3^{rd}$ share in the said



property, by a registered Deed of Conveyance dated 31st December, 2009, the said Krishnabai Dashrath Babade purportedly sold and conveyed property bearing survey No. 22 new CTS No. 795A of Village Nahur, Taluka Kuria, Dist. Mumbai Suburban, equivalent to 1313 sq. mtrs. to one M/s. Manisha Developers. After knowledge of said purported partition and the purported sale by the said registered Deed of Conveyance dated 31st December, 2009, the other owners filed an Appeal before the Additional Commissioner Konkan Division for cancellation of the order of partition passed by the Collector, M.S.D. dated 5th December, 2009 as also an Appeal under Section 247 of the Maharashtra Land Revenue Code, 1966 before the Sub-Divisional Officer for setting aside the purported partition. However, in order to avoid further litigation and affect the development of the property, M/s. Pioneer Housing have, by a Deed of Conveyance dated 11th August, 2014, acquired, from M/s. Manisha Developers, (the purported purchaser), the said portion of the land on the terms and conditions set out in the said Deed of Conveyance dated 11th August, 2014 duly registered with the Sub-Registrar of Assurances bearing serial No. 7831/2014.

51. In the year 2011, one Indumati Dattaram Patil filed a Suit before the Hon'ble Bombay High Court bearing Suit No. 3051 of 2011 against M/s. Pioneer Housing, and on the pretext of being one of the owners of the said Property, claimed reliefs as more particularly set out in the plaint of the said suit. She has also filed a Notice of Motion bearing No. 3705 of 2011 for certain interim and ad-interim reliefs. Till date, Hon'ble Bombay High Court has granted no interim or ad-interim reliefs to the said Indumati Dattaram Patil and the said Notice of Motion is pending hearing and final disposal. M/s. Pioneer Housing



has also filed a Notice of Motion bearing No. 1246 of 2013 under the provisions of Section 9A of the Civil Procedure Code, 1908 for dismissal of the suit on the ground of limitation. In the said Notice of Motion filed by M/s. Pioneer Housing, evidence of the parties has been recorded by the Hon'ble Bombay High Court and the said Notice of Motion is also pending hearing and final disposal. A notice of Lis Pendens in relation to the foregoing proceeding has been registered with the Sub-Registrar of Assurances under serial No. BDR-7/2684/2012.

52. On 02/09/2011 the collector Mumbai Suburban District passed an order bearing no. 2D/AMG/SD/S.R.K.1426 for reconstitution and amalgamation of different plots and thereby an area of plot of land bearing CTS No. 795A, 795A/1 to 795A/15 to admeasuring about 1.16,166.46 sq. mtrs. and thereby cancelled other extract of property cards and confirmed the said areas. The office of the city survey opened extract of property card bearing CTS No. 795A/1 to 795A/15, respectively admeasuring about 7367.46 sq. mtrs., 6300.00 sq. mtrs., 68.02 sq. mtrs., 2988.61 sq. mtrs., 19.52 sq. mtrs., 3752.57 sq. mtrs., 9869.74 sq. mtrs., 22116.88 sq. mtrs., 1755.39 sq. mtrs., 227.65 sq. mtrs., 446.68 sq. mtrs., 4113.79 sq. mtrs., 4847.35 sq. mtrs., 4313.85 sq. mtrs. and 12636.30 sq. mtrs. aggregating to 81023.79 sq. mtrs. were deducted from CTS No. 795A and confirmed the balance area of 35142.67 sq. mtrs. is C.T.S. No. 795A and described in Third Schedule hereunder written.
53. I am of the opinion that subject to what is stated above, M/s. Pioneer Housing are entitled to develop the said Property and have a clear marketable development rights free of encumbrances and of reasonable doubts.



THE FIRST SCHEDULE HEREINABOVE REFERRED TO

ALL THOSE pieces or parcels of vacant land situate lying and being at Village Nahir, Taluka Kurla, in the Registration district and sub-district of Bombay City and Bombay Suburban and in the District of Bombay Suburban bearing the following particulars:

C.T.S. No.	Survey No.	F.R. Card sq. mtrs.	Area in Road sq. ft.	Area in Rly. Acquisition sq. mtrs.	Clear Plot Area Sq. Mtrs.
795	16/2	10927.9	Nil	6709.16	4218.74
795/2	30	7261.6	Nil	5469.76	1791.84
795/3	17	9023.7	Nil	607.05	8416.65
795/4	29	14321.5	Nil	6710.15	7611.35
795/5	22	24684.0	Nil	117.05	24566.95
795/8	23	10647.7	273.00	Nil	10374.70
795/9	21	14068.6	2.75	Nil	14065.85
795/11	26/B	4553.0	863.00	250.28	3439.72
795/12	24/B	205.7	Nil	Nil	205.70
795/13	26/A	9367.1	3325.00	Nil	6042.10
795/14	24/A	13883.7	7092.00	Nil	6789.77
795/16	25	4818.0	Nil	Nil	4818.00
		123760.5	11555.75	19862.45	92341.30



THE SECOND SCHEDULE HEREINABOVE REFERRED TO

CTS No.	P. R Card Sq. Mtr.	Area in Road Sq.ft.	Area in Rly Acquisition Sq. Mtr.	Clear-Plot Areas Sq. Mtr.
795	10927.9	Nil	6709.16	4218.74
795/2	7261.9	Nil	3469.76	1791.84
795/3	8186.7	Nil	607.05	7579.65
795/4	14321.5	Nil	6710.15	7611.35
795/5	20536.75	Nil	117.05	20419.70
795/8	10647.2	273.00	Nil	10374.70
795/9	13281.6	2.75	Nil	13278.85
795/11	4553.0	863.00	250.28	3439.72
795/12	205.7	Nil	Nil	205.70
795/13	9367.1	3325.00	Nil	6042.10
795/14	13881.7	7092.00	Nil	6789.70
795/16	4818.0	Nil	Nil	4818.0
	117989.25	11555.75	19863.45	86570.05



THE SCHEDULE HEREIN ABOVE REFERRED TO

(Description of the Owners Property)

(Excluding 1/16 area of sq. mtrs. handed over to salt dept.)

(As per New C.T.S. Numbers)

C.T.S. No.	Area as per P.R. Card	Area in Railway Sq. Mtrs.	Area in Link Road Sq. Mtrs.	Net-Plot Area Sq. Mtrs.
795A	35142.20			35142.20
795A/1	7303.96			7303.96
795A/2	6454.20			6454.20
795A/3	68.20			68.20
795A/4	2805.50			2805.50
795A/5	17.10			17.10
795A/6	3786.10			3786.10
795A/7	9312.40			9312.40
795A/8	21891.50	19923.45		3720.85
795A/9	1754.80			
795A/10	227.70			227.70
795A/11	447.00			447.00
795A/12	4386.40			4386.40
795A/13	4820.50			4820.50
795A/14	5113.10			5113.10
795A/15	12635.80		12635.80	
	116166.46	19923.45	12635.80	83607.21

Dated at Mumbai, this 2nd December, 2021

(PRATIK K. SHAH)
ADVOCATE

