

TITLE REPORT
TO WHOMSOEVER IT MAY CONCERN

THIS IS to certify that I have investigated the title of the joint owners Shri. Kantilal Jeevan Gujar and (1) Jayesh Bhupendra Gandhi, (2) Yatin Bhupendra Gandhi, (3) Hemakshi Bhupendra Gandhi, (4) Smt. Rasila Bhupendra Gandhi with respect to the land being a plot of land bearing S. No. 797, Hissa No. 2 admeasuring about 2 Acres and 15 Gunthas i.e. equivalent to 0-96-1 Hectors which forms a sub-division of the land bearing S. No. 797 of village Panvel in the limits of Panvel Nagar Palika in the Raigad District and M/s. Priyal Associates in respect of a part thereof, when they are proposed to develop under Development Agreement dated 6.3.2007 between the aforesaid joint owners and M/s. Priyal Associates.

2) In the year 1987 Shri. Kantilal Jeevan Gujar and Bhupendra Maganlal Gandhi, predecessor-in-title of aforesaid Jayesh Bhupendra Gandhi and others (hereinafter referred to as the then Joint Purchasers had jointly the land bearing S. No. 797/0 or S. No. 797 (hereinafter referred to as S. No. 797) admeasuring 7 Acres and 5 Gunthas of Village Panvel, Taluka Panvel, District Raigad from the owners of the said land viz. Shri. Nirmalsingh Narayansingh Gidwani and others. Their then advocate late Shri. D. M. Gadre had taken search of the record of Settlement Commissioner, Bombay and the Revenue Record of the Village officer, Panvel and by his search - cum-title Report dated 22.2.1989 had certified that the title to the property viz. S. No. 797, Hissa No. 2 admeasuring 7 Acres and 5 Gunthas then immediately proposed to be purchased by the then Joint Purchasers is clear, clean and marketable beyond any doubts.

3. I have gone through the certificate dated 22.2.1989 and perused the relevant record referred to therein and on the basis of the same I found that the property bearing S. No. 797 admeasuring 7 Acres and 5 Gunthas, which the then Joint Purchasers had proposed to purchase, was vested in Government of India as Evacue property and necessary entry to that effect was made in the Record of Rights by M. E. No. 5261 dated 26.11.1965. The said land S. No. 797 was agricultural land shown in the Record of Rights in two distinct parts

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viz. 2 Acres and 15 Gunthas as cultivable land and 4 Acres and 30 Gunthas as 'Potkharab'. When the said land was declared to be evacuee property vested in Government, it was in possession of one Shri. Kamlya Maya Bhagat as an agricultural tenant. The Mamlatdar, Panvel took over possession of the said land from said Shri. Kamlya Maya Bhagat by Order no. EVA/WS/365 dated 2.8.1966 and handed over vacant and peaceful possession thereof to Shri. Bhagwansingh Narayansingh, the son of Narayansingh Mohatabsingh who was then Karta of Gidwani Family, as the right title and interest acquired by the Central Government in the said Agricultural land were transferred to Narayansingh (also spelt as Narayansingh) Mohatabsingh by the President of India by order of the Managing Officer, Office of the Regional Settlement Commissioner and under the seal of the Regional Settlement Commissioner, Ministry of Rehabilitation, Bombay dated 12.4.1962. This change has been effected in the Records of Rights by M. E. No. 5371 of 12.8.1966, which was duly certified on 15.10.1966. Thus, the said land was held by said Shri. Bhagwansingh Narayansingh, who was unmarried, died on or about 12.11.1975. Thereafter names of the heirs of said Narayansingh Mohatabsingh Gidwani were mutated in the Records of Rights by M.E.No. 8726 dated 4.1.1988 which was duly certified on 29.1.1988. Thus, the said land S. No. 797 came to be exclusively held and possessed by the heirs of said Narayansingh Mohatabsingh Gidwani whose names were last mutated by M.E. No. 8726 dated 4.1.1988 referred to hereinabove.

4. Thus, when the joint purchasers proposed to purchase jointly the said land bearing S. No. 797 it was in exclusive possession, occupation and use of the aforesaid legal heirs of said Narayansingh Mohatabsingh Gidwani as owner without any tenants or encumbrances. however, it appears, in the meantime two parts of the said S. No. 797 viz. 'Potkharab' and 'cultivable' part were given two distinct pot-hissas as Pot-hissa No. 1 and Pot-hissa No. 2 respectively and the land admeasuring about 2 Acres and 15 Gunthas equivalent to 0-96-1 Hectors was sold, transferred, conveyed, assigned and assured unto the then Joint Purchasers by the Deed of Sale dated 16.3.1990. The said Deed of Conveyance has been registered with sub-Registrar of Panvel on 16.3.1990 vide Serial No. 616. Consequently, the names of the then Joint Purchasers viz., Shri. Kantilal Jeevan Gujar and Bhupendra Maganlal Gandhi have been mutated in Records of Rights in respect of said distinct Pot-hissa No. 2 of S. No. 797 admeasuring 0-96-1 Hectors by M.E. No. 8858 dated 17.4.1990,

duly certified on 31.5.1990. Thus, title of said Shri. Kantilal Jeevan Gujar and Bhupendra Maganlal Gandhi predecessor-in-title of aforesaid Jayesh Bhupendra Gandhi and others to the aforesaid land bearing S. No. 797 Hissa no. 2 is clear and marketable and beyond any reasonable doubts.

5. Thereafter, by Agreement of Development executed on 17.6.1995 between M/s. Happy Home Developers being a sale proprietary concern of Shri. Bhupendra Maganlal Gandhi as Developers therein and said Shri. Kantilal Jeevan Gujar and Bhupendra Maganlal Gandhi as 'Joint Holders/Owners' therein the latter had given development work in respect of the said land bearing Pot-hissa No. 2 of S. No. 797 of Panvel to said M/s. Happy Home Developers for developing the said land by constructing residential flats and commercial galas and empowering them to dispose of constructed premises in favour of prospective purchasers on certain terms and conditions set out therein.

6. Pursuant to the aforesaid agreement dated 17th June 1995 said M/s. Happy Home Developers partly developed the said land by constructing one unfinished building and one building upto plinth level on a part of the said land admeasuring about 7145 sq. mtrs. Having FSI to the extent of 6856 sq. mtrs. But abandoned further development of the aforesaid part of the said land owing to the serious illness, which resulted in the death of, said Bhupendra Maganlal Gandhi the sole proprietor of M/s. Happy Home Developers on 27.9.1999.

7. After the death of said Bhupendra Maganlal Gandhi his one-half share in the aforesaid land being land bearing S. No. 797, Pot-hissa No. 2 admeasuring about 0-96-1 Hectors that is about 9610 sq. mts. as also the assets and liabilities of M/s. Happy Home Developers devolved on (1) Jayesh Bhupendra Gandhi, (2) Yatin Bhupendra Gandhi, (3) Hemakshi Bhupendra Gandhi, (4) Rasila Bhupendra Gandhi all (1) to (4) abovenamed being his only surviving heirs. Thus, the aforesaid land admeasuring about 0-96-1 hectares bearing S. No. 797, Pot-hissa No. 2 was held and possessed jointly in equal shares of 50:50 by said Kantilal Jeevan Gujar and the aforesaid four legal heirs of the deceased

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Bhupendra Maganlal Gandhi with contractual obligations of M/s. Happy Home Developers a proprietary concern of the aforesaid four legal heirs of the deceased Bhupendra Maganlal Gandhi to undertake and carryout development in accordance with the aforesaid agreement dated 17.6.1995. Accordingly, the names of the aforesaid four legal heirs of the deceased Bhupendra Maganlal Gandhi were duly mutated in the Records of Rights of the said S. No. 797, Pot-hissa No. 2 admeasuring 0-96-1 hectares by M.E.No. 9362.

8. One Seaward Developers Pvt. Ltd. has developed a part admeasuring about 2465 sq. mtrs. Out of the aforesaid land admeasuring 0-96-1 hectares (i.e. about 9610 sq. mtrs.) in accordance with the development agreement the aforesaid joint owners as owners therein, and Seaward Developers Pvt. Ltd. as developers therein executed on 1.11.2003 and duly registered with the Sub-Registrar of Panvel under no. 03212 on 7.11.2003 leaving the balance area about 7145 sq. mtrs. (i.e. 9610 sq. mtrs. minus 2465 sq. mtrs.) with the aforesaid joint owners with M/s. Happy Home Developers right, interest and claim in respect of the one unfinished building comprised of 28 unfinished units constructed on a part thereof.

9. By agreement for development dated 6th March 2007 executed between the aforesaid owners as owners therein, M/s. Priyal Associates as Developers therein and M/s. Happy Home Developers as confirming party therein, duly registered with the Sub-Registrar Panvel under no. 1943 of 2007 on 6th March 2007 have, with the consent and confirmation of said M/s. Happy Home Developers, agreed to assign their right, title, interest and claim in respect of the aforesaid balance area admeasuring about 7145 sq. mtrs. Having unused FSI to the extent of 6856 sq. mtrs. And one building comprised of 28 unfinished units standing on a part thereof (more specifically described in the second schedule of the said agreement dated 6.3.2007) to M/s. Priyal Associates as Developers in the said agreement for consideration and on the terms and conditions set out therein and with undertaking to execute conveyance in respect thereof in favour of M/s. Priyal Associates or their nominee or nominees including co-operative society of the unit purchasers of the building / building presently standing and to be constructed thereon.

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10. On the basis of what is stated hereinabove that the title of M/s. Priyal Associate to the balance area of about 7145 sq. mtrs. (i.e. total area of about 9610 sq. mtrs. less the area admeasuring about 2465 sq. mtrs. developed by Seaward Developers Pvt. Ltd.) Out of the said S. No. 797, Pot-hissa No.2 with one building comprised of 28 units standing on a part thereof is clear, legal and marketable and free from encumbrances and reasonable doubts.

Dated this 10th Day of August 2007

Sd/-
(R. R. Naik)
Advocate