

SACHIN V. JOSHI

B. A. LL. B
Advocate High Court

Add:-A/204, Om Nandanvan CHS Ltd., Murbad Road, Near Roshan Auto Kalyan (W.)

TITLE CERTIFICATE

Date :- 26/09/2016

To,

M/s. Regency Nirman Limited,

having its registered office at Regency House,

Opp. Vishnu Darshan Building,

Near Aman Theatre, Ulhasnagar 421 002

Reg: All that piece and parcel of land bearing Survey No.101 Hissa No.3C admeasuring 20200 sq.meters and all that piece and parcel of land bearing Survey No.44 Hissa No.2 admeasuring 2830 sq.meters lying, being and situate at village Davdi, Taluka Kalyan, District Thane.

Read:

1. Extracts of 7/12
2. Read Mutation entry No.66, 301, 387, 652, 683 and 754.
3. Development Agreement dated 21.08.2007 registered at the office of Sub Registrar of Assurances at Kalyan-4 under serial No. 4549/2007 on 21.08.2007 made and executed between Shri Namdev Sudam Patil and others as owners and M/s Regency Nirman Limited as Developers and Shri Arjun Janu Gaikar as Confirming Party.
4. Power Of Attorney dated 21.08.2007 registered at the office of Sub Registrar of Assurances at Kalyan-4 under serial No. 4550/2007 on 21.08.2007 made and executed between Shri

Arjun Janu Gaikar

Namdev Sudam Patil and others as owners and M/s Regency Nirman Limited as Developers.

5. Sale Deed dated 01.06.2016 registered at the office of Sub Registrar of Assurances at Kalyan under serial No. 4727/2016 on 01.06.2016 made and executed between Shri Namdev Sudam Patil and others as Vendors and M/s Regency Nirman Limited as Purchaser.
6. Copy of gazette dated 01/01/2016 issued by Maharashtra State.
7. Search Report (1987-2016) dated 07.09.2016 issued by Shri. Anil Shantaram Choudhari.

On perusal of the abovementioned documents, I am of the opinion that Shri Namdev Sudam Patil and others were the owners of the said property and I am further opinion that the title of the said owners to the above said property is clear and free from reasonable doubts and encumbrances.

It further appears that the said owners have granted the development rights in respect of the said property in favour of M/s Regency Nirman Limited under the Development Agreement dated 21.08.2007.

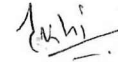
It further appears that in pursuance to the Development Agreement dated 21.08.2007, said owners sold and conveyed the said property in favour of M/s. Regency Nirman Private Ltd. under Sale Deed dated 01.06.2015.

It further Submits that, M/s. Regency Nirman Ltd. is a company registered under the Indian Companies Act, hence to mutating its name on the 7/12 extract of the said property, it is necessary to be obtain the requisite permission under the Maharashtra land Revenue code 1966 and Bombay Agricultural Act, 1948.

1/2/16

It further appears that the search report does not reveal any entry which may fall in the category of encumbrances over the said property.

On going through the above documents, I am of the opinion that in terms of the above referred agreement and power of attorney granted by the owners in favour of M/s. Regency Nirman Limited, the said M/s. Regency Nirman Limited are well and sufficiently seized and possessed of the said property and are entitled to submit the plans for sanction and approval to the concerned competent planning authorities in accordance with the Development Control Rules under the prevailing laws, enactments and statutes.



Sachin V. Joshi

(Advocate)

