

Office :

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Thane (W) – 400 607.

① 2530 8032

S.M. KARNIK
B. A. LL.B
ADVOCATE
(Enrollment No. MAH/1569/1985)
AJAY YADAV
B.Com. LL.B.
ADVOCATE
(Enrollment No. MAH/4008/2011)

TO WHOMSOEVER IT MAY CONCERN

Property/Land Ref.: All that piece and parcel of N.A. Plot of land or ground situate, lying and being at Revenue Village Kolshet, Taluka and District Thane, within the limits of Thane Municipal Corporation, and in the Registration District and Sub-District of Thane bearing Survey/Hissa Nos. 173/2 and 173/4.

1. The search of the Index II of the above referred land has been taken by us with help of Shri. Suresh S. Shewale (Search Clerk) in the office of Sub-Registrar of Assurances at Thane from 1988 to 29.05.2017. It is found in the said search that the transactions have taken place in respect of the above referred land together with the other properties of the owners as mentioned in the respective Search Reports. Found no adverse entries recorded therein.
2. That the piece and parcel of land bearing Survey/Hissa No. **173/2** of Village- Kolshet owned by Dhan Sorabji Kharas and another (hereinafter referred to as the said First Owners) and Survey/Hissa No. **173/4** of Village – Kolshet owned by Smt. Changunabai Chandrya Gharat and others (hereinafter referred to as the said Second Owners).
3. By and under Development Agreement dated 27.08.1987, Smt. Bhikhoo Sorabji Kharas, Shri. Pravin H. Nanavati, Shri. Kanchan H. Nanavati and Shri. Eric Sorabji Kharas



predecessors in title of the said First Owners, during their life - time transferred and assigned their right, title and interest interalia in the land bearing Survey/Hissa No. 173/2 out of the lands above referred to, in favor of one M/s. Gandhi Patel and Agarwal Associates, a partnership firm was having their office at: Gitanjalee, Opp. Civil Hospital, Tembhi Naka, Thane (W) (hereinafter referred to as the said First Firm). In pursuance with the Development Agreement dated 27.08.1987, the said Bhikhoo Sorabji Kharas and Shri. Niranjana Kanchanlal Nanavati executed Irrevocable Power of Attorney dated 19.02.1993 in favor of Shri. Devidas Koovarji Patel and Shri. Prabhudas Devram Thakkar, the partners of the said First Firm to do and perform various acts, duties etc. granted, transferred and assigned all their right, title and interest interalia in favor of the said First Firm. Further the said First firm by and under Development Agreement dated 18.02.2000 interalia in respect of land bearing Survey/Hissa No. 173/2 out of the land above referred to, registered with the Sub-Registrar of Assurances, Thane-1 under Sr. No. 1221/2000 as on 24.02.2000 executed, granted, assigned and transferred their rights, title and interest in favor of Roma Builders Pvt. Ltd. a Company registered and incorporated under the Companies Act, 1956 having its office at 514, Dalamal Towers, Nariman Point, Mumbai 400021 (**the Developers**). In pursuance of the Development Agreement dated 18.02.2000 the said first firm executed in favour of the nominees and assignees of the Developers Registered Power of Attorney dated 24.02.2000 allowing, authorizing the said Attorneys to do perform and carry out various acts, deeds, matters, things, privileges, rights and authorities which are in details contained therein.

4. Further, by and under the Agreement dated 26.12.1989 interalia in respect of land bearing Survey/Hissa No. 173/4 out of land above referred to executed by the said Second Owners in favor of one Shri. Nanik P. Sachdev of M/s Soham Investment, a partnership firm,



was having office at Basement of Shop No. 7 and 8, Shilpayan Building, Shivaji Path, Thane (W) (herein after referred to as the said Second Firm).

5. Further, by and under the Articles of Agreement dated 30.11.1991 registered with the Sub-Registrar of Assurances, Thane – 1 under Serial No.10060/1991 on 06.12.1991, executed by the said Second Owners in favour of the Developers and same is confirmed by the said Second Firm, the said Second Owners have agreed to sell and transfer rights and interest in favor of the Developers interalia in respect of the land bearing Survey/Hissa No. 173/4 out of land above referred to. In pursuance of the said Articles of Agreement dated 30.11.1991, the said Second Owners have executed in favour of the Developers and its nominees and assignees, the Power of Attorney dated 15.06.1993, interalia, allowing, authorizing the Attorneys to do, perform and carry out various acts, deeds, matters, things, privileges, rights, and authorities which are in details contained therein.

6. By and under Confirmation-cum-Supplementary Agreement dated 06.06.1997 registered with the Sub-Registrar of Assurances Thane- 1 under serial no. 2905/1997 on 06.06.1997, executed by Shri. Sunil Kashinath Gharat and Smt. Motubai Vasudeo Mhatre i.e. some of the Co-owners in the family of the said Second Owners in favour of the Developers by confirming the execution of the said Article of Agreement dated 30.11.1991.

7. By and under an Agreement dated 17.03.2015 registered with the Sub-Registrar of Assurances Thane- 5 under serial no. 3011/2015 on 17.03.2015, interalia in respect of land bearing Survey/Hissa No. 173/4 out of the land above referred to, executed by Smt. Nayana Dattatray Mhatre in favor of the Developers to extent of her share therein. In pursuance of the



said Agreement dated 17.03.2015, the said Smt. Nayana Dattatray Mhatre has executed in favor of the Developers, and its nominees and assignees, Regd. Power of Attorney dated 17.03.2015 to do, perform and carry out various acts, deeds, matters, things, privileges, rights and authorities which are in details contained therein.

8. In view thereof, we record that the Developers are fully, freely authorized and entitled to deal with and dispose of the Development on the above referred land (constructed and/or otherwise) in the manner and for the consideration and upon the terms and conditions as the Developers may think fit, proper and to receive, recover and appropriate the consideration and all other benefits on terms of such sale and transfer.

9. On investigating the documents made available to us for inspection from the Developers including various NOC's under the Maharashtra Land Revenue Code 1966, Urban Land (Ceiling and Regulation) Act, 1976 (since repealed), revenue records and search reports, and further we have gone through non-agricultural permission bearing No. Sr Revenue/K-1/T-1/NAP/SR-179/05 dated 03.03.2006 granted by the Collector of Thane inter alia for land bearing Survey/Hissa Nos. 173/2 and 173/4, i.e. the land above referred to, further I/we have gone through 'Public Notice' dated 29.05.2006 in daily 'Thane Vaibhav' published by Sub-Divisional Officer, Thane, Division - Thane wherein given property description inter alia, village - Kolshet/Kavesar, wherein mentioned about acquisition of the land by the Govt. under Indian Forest Act 1927, and Maharashtra Private Forest Act 1975 for acquisition of the lands and letter dated 11.12.2012 issued by Range Forest Officer, Thane Forest Division, Thane, listed Survey Nos. of the Kolshet/Kavesar villages are deemed to be "Reserved Forests" as per the provisions of the Maharashtra Private Forest (Acquisition) Act, 1975, not reflected the lands above referred to.



10. It is observed by us that, Thane Municipal Corporation, Thane vide its amended Commencement Certificate vide V. P. No. S06/0063/2010/TMC/TDD/2137/17 dated 11.04.2017 sanctioned the building plans for construction of various buildings including a building popularly known as “**OBELIA A (Building No. 27)**” on the piece, parcel and portion of the land above referred to, Mrs. Sharmistha Mukerjee-Shinde, Architect of the Developer has issued a certificate to that effect dated 29.05.2017 and the copy of the Architect Certificate is attached herewith for ready reference. However we have been informed by the representatives of the Developers that the Developers have an intention thus have preferred an application to the Government to incorporate interalia the lands above referred to in the Spl. Township Project being developing by the Developers at Villages Kolshet and Kavesar, Taluka Thane and within the limits of the Thane Municipal Corporation vide Notification No. TPS-1204/Thane/DP/DCR/UD-12 dated 25th May 2006 issued u/s 37(2) of Maharashtra Regional and Town Planning Act, 1966, the Government of Maharashtra, Urban Development Dept., Mantralaya, Mumbai 400 032 has implemented and sanctioned regulations mentioned therein for development of Special Township Project in the area under the Thane Municipal Corporation, further the Govt. of Maharashtra through its competent authorities have granted the Locational Clearance bearing order nos. TPS-1206/2682/CR-97/07/UD-12 dated 4th March 2009 and TPS-1206/2682/CR-97/07/UD-12 dated 7th August 2009 issued by Section officer of Urban Development Department, Mantralaya, Mumbai, for implementing Special Township Scheme thereon, thus the Developers have applied to Govt. for grant and sanction of additional/amended Locational Clearance to the aforesaid Locational Clearances, and include interalia the aforesaid lands therein and the sanction/approval of the same is in process.



11. Further, we have gone through Regular Civil Suit No. 587/2011 filed by one Shri. Premnath Vitthal Shelke and others in the Court of Hon'ble Civil Judge (Junior Division), Thane at Thane interalia in respect of the land bearing Survey/Hissa Nos. 173/2 out of lands above referred to, against the Developers claiming declaration and praying for permanent prohibitory injunction along with preferring ad-interim relief prayed therein, however, we find that till this date no final or interim order/s have been passed against the Developers by the Hon'ble Court in the Suit No. 587/2011. Further we have gone through Judgment/Decree dated 03.02.2014 passed in Regular Civil Suit No. 888/2003 filed by the Developers against Shri. Premnath Kisan Bhoir and others interalia in respect of land bearing Survey / Hissa No. 173/4 out the land above referred to, wherein the Hon'ble Court passed an order dated 03.02.2014 that "1. The Suit is hereby decreed. 2. The Defendants are hereby restrained from disturbing the peaceful possession of the suit property and/or obstructing the development work being carried out by the Plaintiff on the suit property. 3. In the circumstances, there shall be no order as to costs. 4. Decree be drawn up accordingly. And 5. Pronounced in open court." Being aggrieved with the judgment and decree dated 03.02.2014, the said Shri. Premnath Kisan Bhoir and others field a Civil Appeal No. 160/2016 in the Hon'ble District Court, Thane against the Developers for quashing and setting aside judgment and decree dated 03.02.2014, passed by the Hon'ble 6th Joint Civil Judge (S.D.) in RCS No. 888/2003 and also claiming other relief as prayed therein, however the case is pending for hearing without passing any order therein.

12. Further we find that the title of the said First Owners and the said Second Owners together with the Developers to the land referred above to, is clear and marketable, subject to obtain appropriate amended Locational Clearance for the Spl. Township Project of the



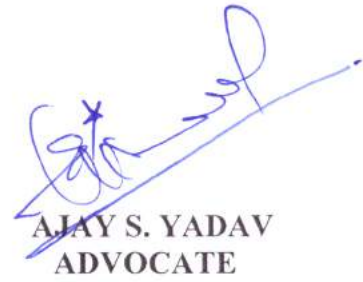
Developers and subject to provisions of Urban Land (Ceiling and Regulation) Act 1976 (since repealed) and final disposal of Regular Civil Suit No. 587/2011 and Civil Appeal No. 160/2016 above referred to.

Thane.

Date: 30.05.2017



**S. M. KARNIK
ADVOCATE**



**AJAY S. YADAV
ADVOCATE**