

**ANNEXURE-F
TITLE CERTIFICATE**

Vishwas M. Kulkarni
B.Com. LL.B.
Advocate High Court

Tel. No. 2540 88 29

Office : A/501, Ratnak Towers, B. P. D. Lane, off Gokhale Road, Naupada, Thane (W) Pin-400 603.

TO WHOMSOEVER IT MAY CONCERN

I. At the instructions of M/S. VIHANG ENTERPRISES (formerly known as M/S. YASH ENTERPRISES), a partnership firm registered under the provisions of Indian Partnership Act, 1932, having its address at 12th Floor, Dev Corpora, Eastern Express Highway, Khopat, Thane (West), hereinafter referred to as "the said Firm", I have investigated the title of:

(1) a) Kamlibai Narayan Mastan, b) Shri Ravindra Narayan Mastan, c) Shri Vasudeo Narayan Kamlibai Mastan, d) Shri Kantilal Narayan Mastan, e) Shri Hemant Narayan Mastan, f) Laxmi Narayan Mastan and g) Smt. Anita Anant Bhoir (hereinafter referred to as "the said first owners") in respect of the land bearing Old Survey No.197, New Survey No.100, Hissa No.25, admeasuring 1450 sq.mtrs. lying, being & situate at village owale, Taluka & Dist. Thane and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said First Property").

(2) Smt. Bhimabai Shankar Thakur (hereinafter referred to as "the said Second Owner") in respect of land bearing old Survey No.197/27, new Survey No.100/27, admeasuring 1950 sq. mtrs., situate, lying and being at village Owale, now known as Bhayenderpada, Taluka and District Thane and more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the said Second Property") and

(3) a) Shri Kapil Mahendra Sharma and b) Shri Kirtidaksha Rajdaksh Sharma (hereinafter referred to as "the said Third Owners") in respect of land bearing old Survey No.197/28, new Survey No.100/28, admeasuring 4780 sq. mtrs. situate, lying and being at village Owale, now known as Bhayenderpada, Taluka and District Thane and more particularly described in the Third Schedule hereunder written (hereinafter referred to as "the said Third Property").

II. In the course of investigation of title, I have perused the documents of title and other related papers furnished to me relating to the said First property, the said Second property and the said Third property (hereinafter collectively referred to as "the said Property"). I have caused searches to be taken of the said property in relevant Sub Registry for last 30 years. On perusal of the Search Reports, it appears that the Search clerk could not take search for some of the years mentioned therein as the Index II register is in torn condition, not properly maintained and are still not ready in the office of Sub Registrar. I have also issued Public Notice in newspaper Thane Vaibhav, Free

Press & Sakal on 12/11/2016 and invited objections &/or claims from the persons having and/or claiming any share, right, title and interest in the said property. In response to the above public notices, I have received an objection dated 19/11/2016 from Advocate Bhojane through his clients, Smt. Kamlibai Mastan and others. Save and except the same, I have not received any other objection in respect of any of the said property.

(III) On perusal of the papers, it appears that:

(A) 1) The said Firm were formerly carrying on business in the name and style of "M/s. Yash Enterprises" (hereinafter referred to as 'the said Yash') vide Deed of Partnership dated 31/03/2010. By Deed of Retirement dated 30/03/2010, Smt. Priyanka Vinod Moolrajani, 2) Shri Jagdish Khetwani (hereinafter referred to as 'the said Jagdish') and 3) Shri Manoj S. Khetwani (hereinafter referred to as 'the said Manoj') retired from the said partnership firm upon the terms and conditions therein contained and similarly vide Deed of Retirement dated 01/06/2010, 1) Anandvan Properties Pvt. Ltd., 2) Shri Vinod Metharam Moolrajani, 3) Shri Naresh Sudama Khetwani (hereinafter referred to as "the said Naresh") and Shri Suresh Devichand Jain retired from the said partnership firm upon the terms and conditions therein contained and in pursuance thereof executed Substituted Power of Attorney dated 16/10/2010 r/w Deed of Rectification dated 09/12/2015 (hereinafter referred to as "the said First SPOA") in respect of the said First property and the same is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.937/2010 and 10966/2015 respectively, the said Naresh, the said Suresh and the said Jagdish substituted, nominated and assigned all the powers acquired by them from the First Owners by virtue of the said Second POA and likewise, another Substituted Power of Attorney dated 26/08/2010 (hereinafter referred to as "the said Second SPOA") was executed in respect of the said Third property and the same is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.784/2010, by the said Naresh and the said Suresh whereby they substituted, nominated and assigned all the powers acquired by them from the said Third Owners by virtue of the said POA more particularly described hereinafter, in favour of 1.Shri Yogesh K. Chandegala and 2.Shri Purvash Pratap Samaik being the continuing partners of the said firm.

2) By Deed of Amendment in Partnership dated 15/12/2010 executed between the Continuing Partners of the said Firm, the parties thereto changed the name of the said partnership firm i.e. M/s. Yash Enterprises to M/s. Vihang Enterprises i.e. the said Firm.

(B). (a) One Shri Narayan Gajanan Mastan (hereinafter referred to as "the said Narayan") during his life time, was cultivating the said First Property.

(b) The said Narayan died intestate leaving behind him the said First Owners i.e. his widow being First Owners No.(1) a), four sons being First Owners Nos.(1) b) to (1) e) and 2 daughters being First Owners Nos.(1) f) and (1) g), as his only heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death and since they were cultivating the said First property upon the expiry

of the said Narayan, accordingly became entitled to the status of protected tenant under the provisions of the Bombay Tenancy & Agricultural Land Act, 1948 (hereinafter referred to as "the said Act").

(c) The Owale village came to be renamed/referred to as Bhayenderpada by order bearing No.Revenue/Dept.1/TE-3/ WS- 8886 dated 23/08/1996 passed by the Tahasildar, Thane and accordingly new survey No. for the then survey No.197 came to be recorded and mutation entry No.1 has been certified in respect thereof. As per the said ME No.1, the said old survey No.197 has been re-numbered as New Survey No.100, Hissa No.25 admeasuring 1450 sq. mtrs.;

(d) By a Development Agreement dated 05/04/2006 (hereinafter referred to as "the said First Agreement") made and executed between M/s. D. J. Traders Pvt. Ltd. (hereinafter referred to as "the said D. J. Traders") therein referred to as the Developer of the One Part and the said First Owners alongwith other family members therein referred to as the Owners of the Other Part, the Owners therein agreed to entrust the development rights in respect of the said First Property alongwith other properties mentioned therein to the Developers therein and the Developers therein agreed to accept the same at and for consideration and upon the terms and conditions therein contained. The said First Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.2212/2006.

(e) In pursuance of the said First Agreement, the said First Owners along with other family members executed Power of Attorney of even date (hereinafter referred to as "the said First POA") in favour of Shri Suraj Parmar (hereinafter referred to as "the said Sunj"), being the person nominated by the said D. J. Traders in order to enable him to carry out all acts, deeds, matter and things in respect of the said First Property alongwith other properties mentioned therein. The said First POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.311/2006.

(f) By Order bearing No.TD/T-6/KUV/VP/SR-82/2006 dated 18/04/2006, the Sub Divisional Officer, Thane granted development permission for non-agricultural purpose in accordance with the provision of Section 43(1) of the Tenancy Act, in respect of the said First Property & other properties upon the terms and conditions therein mentioned.

(g) By a Deed of Assignment of Development Rights dated 21/04/2008 (hereinafter referred to as "the said Second Agreement"), made and executed between M/s. Cosmos Prime Projects Ltd. (formerly known as D. J. Traders) (hereinafter referred to as "the said Cosmos") therein referred to as Assignor of the One Part and the said Yash therein referred to as Assignees of the Other Part, the Assignor therein assigned to the Assignees therein and the Assignees therein acquired from the Assignors therein the development rights for and in respect of the said First Property alongwith another property mentioned therein together with the benefits and advantages of the said First Agreement at and for consideration and upon the terms and conditions therein contained. The said Second Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.3429/2008 on 22/04/2008.

(h) In pursuance of the said Second Agreement, the said Cosmos through the said Suraj, executed Power of Attorney dated 22/04/2008 (hereinafter referred to as "the said Second POA") in favour of the said Suresh, the said Naresh and the said Jagdish, being the persons nominated by the said Firm (then known as the said Yash) to do all acts, deeds, matter and things in respect of the said First Property alongwith other properties described therein. The said Second POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 441/2008.

(i) By an order dated 03/04/2010 bearing No.TD/TE-6/KUV/KV/6263/2009 passed by the Sub-Divisional Officer, Thane, (in the proceedings initiated by the Sub-Divisional Officer based on the complaint made by one Shri Kisan Hari Mukadam in respect thereof), the said First Property alongwith the other properties, excluding the portions reserved for public purposes, came to be recorded in the name of State of Maharashtra in accordance with the provisions of S.84(C) of the said Tenancy Act.

(j) Being aggrieved by the aforesaid Order, one Shri Suraj Ramesh Parmar alongwith the said Firm, filed Tenancy Revision Applications No.184/B/2010 & No.192/B/2010 respectively in the court of Hon'ble President, Maharashtra Revenue Tribunal, Mumbai against State of Maharashtra & others. The Hon'ble President were pleased to allow the said Revision Applications and set aside the said impugned Order dated 03/04/2010 passed by the Sub-Divisional Officer vide its Order dated 31/01/2013.

(k) In pursuance of the aforementioned Order, the name of the State of Maharashtra is deleted from the revenue records of the said First Property alongwith the other properties mentioned in the Order dated 31/01/2013 and accordingly mutation entry No.948 dated 28/11/2014 was recorded in the revenue records of right.

(l) The said First Owners & others have preferred a Writ Petition bearing No.3754/2014 in the High Court of Judicature at Bombay, Civil Appellate Jurisdiction with a prayer to quash and set aside the judgment and order passed in Revision Application by the Hon'ble Maharashtra Revenue Tribunal Court, Mumbai and the said Writ is dismissed for default on 15/10/2016 by the High Court, Mumbai.

(m) Upon the demise of the said Suraj, the said Cosmos executed Substituted Power of Attorney dated 07/01/2016 (hereinafter referred to as "the said Third SPOA") in favour of the persons nominated by the said Firm in order to enable them to carry out all acts, deeds, matters and things mentioned therein in respect of the said First Property. The said Third SPOA is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.306/2016.

(C) (a) One Shri Madhav alias Mahadeo Sitaram Thakur (hereinafter referred to as "the said Madhav") was absolutely seized and possessed of and/or otherwise sufficiently entitled to the said Second Property.

(b) The said Madhav alias Mahadeo died intestate on 17/09/1937 leaving behind him three sons viz. 1. Shri Datta alias Dattu Madhav Thakur (hereinafter referred

to as "the said Datta"), 2. Shri Bhaskar Madhav Thakur (hereinafter referred to as "the said Bhaskar") and 3. Shri Tukaram alias Tukya Madhav Thakur (hereinafter referred to as "the said Tukaram") as his only legal heirs and as such became the co-owners of the said Second Property.

(c) The said Tukaram died unmarried somewhere in the year 1941 leaving behind him his two brothers i.e. the said Datta and the said Bhaskar as his only legal heirs. In the aforesaid premises the said Datta and the said Bhaskar became entitled to 1/2 share each in the said Second Property.

(d) The said Bhaskar died intestate on 01/06/1964 and his wife Smt. Tulsi Bai Bhaskar Thakur also died intestate on 25/04/1984 leaving behind them one married daughter i.e. Smt. Charibai Shankar Shinge (hereinafter referred to as the said Charibai) as their only legal heir in accordance with the provisions of Hindu Succession Act by which they were governed at the time of their death. The said Charibai also expired intestate on 12/05/1995, leaving behind one married daughter i.e. Smt. Prabhavati Jagdish Patil (hereinafter referred to as "the said Prabhavati") as her only legal heir in accordance with the provisions of Hindu Succession Act by which she was governed at the time of her death. However, the effect of the death is not given in the Revenue Records.

(e) The said Datta died intestate in the year 1975-76 and his wife Smt. Kashibai Dattu Thakur also died intestate on 10/07/1997 leaving behind them one married daughter, Smt. Bhimabai Shankar Thakur i.e. the said Second Owner as their only legal heir in accordance with the provisions of Hindu Succession Act by which they were governed at the time of their death.

(f) In the circumstances as recited hereinabove, the said Prabhavati and the said Second Owner became entitled to the 50% undivided share each in the said Second Property.

(g) By a Development Agreement dated 17/02/2003 (hereinafter referred to as the "said Third Agreement") made between Shri Ketan Shashikant Dongre being partner of M/s. Avdhoot Developers (hereinafter referred to as "the said Avdhoot") therein referred to as the Developers of the one part, the said Second Owner therein referred to as the Owner of the second part, Shri Pundalik Shankar Thakur & 10 others (hereinafter referred to as "the said Pundalik & others") therein referred to as the Confirming Party of the third part, the owner therein, with the consent and knowledge of the Confirming Party therein, agreed to entrust the development rights in respect of said Second Property alongwith other properties mentioned there in favour of the Developers therein and the Developers therein agreed to acquire from the Owner therein the development rights in respect of the said Second property alongwith other properties at and for consideration and upon the terms and conditions therein contained. The said Third Agreement is duly registered with the Sub-Registrar of Assurances at Thane under serial No.1036/2003;

(h) Pursuant to the said Third Agreement, the said Second Owner, and duly confirmed by the said Pundalik & others, also executed a Power of Attorney of even date



(hereinafter referred to as "the said Third POA") in favour of Shri Ketan Shashikant Dongre being the person nominated by the said Avdhoot in order to enable him to carry out all acts, deeds, matters and thing in respect of the said Second Property alongwith their other properties as contained therein;

(i) By order w/s.8(4) bearing No. ULC/TA/TE.No.4/Owna/SR-258 dated 30/05/2003 passed by the Addl. Collector and Competent Authority, Thane Urban Agglomeration constituted under the provisions of Urban Land (Ceiling & Regulations) Act, 1976 (hereinafter referred to as "the Ceiling Act"), the said Second Property is declared as retainable land.

(j) By Deed of Confirmation dated 11/07/2003 (hereinafter referred to as "the said First DOC"), made between Shri Ketan Shashikant Dongre being partner of the said Avdhoot therein referred to as the party of one part of the one part and 1. Smt. Savita Bhaskar Thakur, 2. Mast. Harshal Bhaskar Thakur, 3. Miss Pranali Bhaskar Thakur and 4. Mast Nikhil Bhaskar Thakur being the legal heirs of Shri Bhaskar (i.e. one of the said Pundalik & others) therein referred to as the party of the second part of the other part, the party of the second part therein confirmed and consented to the execution of the said Third Agreement and the said Third POA upon the terms and conditions therein contained. The said First DOC is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.4504/2003 on 16/07/2003.

(k) In the aforesaid premises, the said Avdhoot became entitled to develop the said Second Property.

(l) By a Deed of Assignment of Development Rights dated 02/02/2006 (hereinafter referred to as "the said Fourth Agreement") made between the said Avdhoot through its partners Shri Ketan Shashikant Dongre and Mrs. Pratiksha Vinay Rasal therein referred to as the Assignors of the one part and M/s. Hem Associates proprietary firm of Shri Tushar Anant Pradhan (hereinafter referred to as "the said Hem") therein referred to as the Assignee of the other part, the Assignors therein assigned and transferred to the Assignee therein and the Assignee therein acquired from the Assignors therein the development rights in respect of the said Second Property together with the benefits and advantages of the said Third Agreement at and for consideration and upon the terms and conditions therein contained. The said Fourth Agreement is duly registered with the office of the Sub-Registrar of Assurances at Thane under serial No.814/2006;

(m) Pursuant to the said Fourth Agreement, Shri Ketan Shashikant Dongre and Mrs. Pratiksha Vinay Rasal also executed a Power of Attorney of even date (hereinafter referred to as "the said Fourth POA") in favour of Shri Tushar Anant Pradhan proprietor of the said Hem in order to enable him to carry out all acts, deeds, matters and thing in respect of the said Second Property. The said Fourth POA is registered with the Sub-Registrar of Assurances at Thane under serial No.116/2006;

(n) After the execution of the above referred Agreements in respect of the said Second Property, the said Prabhavati filed Regular Civil Suit bearing No.524/2007 on 23/08/2007 in the court of Civil Judge (J.D.), Thane (hereinafter referred to as "the said

first suit") against the said Second Owner for partition, possession, declaration & permanent injunction in respect of the said Second Property. The Hon'ble Civil Judge (J.D.), Thane vide its order dated 08/04/2009 upheld the claim of the Plaintiff therein and declared her to being entitled to 1/2 undivided share in the suit properties mentioned therein (hereinafter referred to as 'the said first Order').

(o) By virtue of the aforesaid first order, name of the said Prabhavati came to be recorded as co-owner along with the said Second Owner in revenue records pertaining to the said Second Property and accordingly Mutation Entry No.614 came to be recorded.

(p) Being aggrieved by the aforesaid first order, the Second Owner filed Misc. Application No.374/2009 in the court of Hon'ble Civil Judge (S.D.), Thane (hereinafter referred to as 'the said Application') against the said First Order. The Hon'ble Court was pleased to grant stay on 17/12/2009 in the said Application (hereinafter referred to as 'the said interim order'). The Second Owner also filed KTS/Appeal/No.117/2009 before Sub Divisional Officer, Thane against recording of Mutation Entry No.614 in pursuance thereof (hereinafter referred to as 'the said Appeal'). In the said Appeal, the Hon'ble Sub Divisional Officer vide order dated 18/03/2011 (hereinafter referred to as 'the said Second Order') was pleased to uphold the appeal filed by the Second Owner and also ordered to cancel M.E. No.614 and directed the Talathi and Circle officers to modify the record as per the final order that shall be passed in the said Application.

(q) Being Aggrieved by the said Second Order passed by the Sub Divisional Officer, Thane in the said Appeal, the said Prabhavati filed an Appeal against the said Second Order vide RTS /Appeal/ No.208/2011 before the Learned Residency Deputy Collector (Appeals) Thane. By order dated 17/07/2012, the Ld. Dy. Collector (Appeal) Thane was pleased to reject the Second Order passed by Sub Divisional Officer Thane in RTS Appeal No.117/2009 and thereby restored the Mutation Entry No.614 as well as also ordered to reflect the effect of the said interim order on the 7/12 extract of the suit properties which includes the said second property (hereinafter referred to as 'the said Third Order').

(r) By an Agreement for Sale dated 09/05/2012 (hereinafter referred to as "the said Fifth Agreement"), made between the said Firm therein referred to as the Purchaser of the one part, the said Prabhavati alongwith her two sons i.e. Shri Ravindra and Shri Devendra and two daughters i.e. Miss Savita and Mrs. Bhavika Gajanan Mhatre (hereinafter collectively referred to as "the said Ravindra & others") therein referred to as the owners of the second part and the said Hem therein referred to as the Confirming party of the third part, the Owner therein agreed to sell, transfer and assign their respective right, title and interest in 1/2 undivided share in the said Second Property to the Purchaser therein and likewise the Confirming Party agreed to assign and entrust their development rights in favour of the Purchaser therein together with the benefit and advantages of the agreements mentioned therein at and for consideration and upon the terms and conditions therein contained. The said Fifth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3685/2012.



(s) Pursuant to the said Fifth Agreement, the said Prabhavati alongwith the said Ravindra & others also executed a Power of Attorney of even date (hereinafter referred to as "the said Fifth POA") in favour of the persons nominated by the said Firm in order to enable them to carry out all acts, deeds, matters and things in respect of the said Property described therein. The said Fifth POA is registered with the office of Sub-Registrar of Assurances at Thane under serial No.3686/2012;

(t) Pursuant to the said Fifth Agreement, the said Hem also executed an even dated Substituted Power of Attorney (hereinafter referred to as "the said Fourth SPOA") in favour of the persons nominated by the said Firm in order to enable them to carry out all acts, deeds, matters and things in respect of the Property described therein. The said Fourth SPOA is registered with the office of the Sub-Registrar of Assurances at Thane under serial No.3687/2012;

(u) Being aggrieved by the said Third Order, the said Second Owner filed revision application No.Appeal/Desk/RTS/Revision/359/2012, against the said Third Order before the Hon'ble Addl. Commissioner Kokan Division, Mumbai. By order dated 08/05/2014 (hereinafter referred to as 'the said Fourth Order'), the Addl. Commissioner Kokan Division, Mumbai, rejected the Revision Application and confirmed the said Third Order as well as further stated that the final order that shall be passed in the said Application shall be binding on the parties thereto.

(v) Subsequently, being aggrieved by the said Fourth Order, the said Second Owner filed RTS 2714/C.No.291/J-4 before the Hon'ble Minister (Revenue) Maharashtra State against the said Fourth Order. By and under order dated 27/08/2014 passed in RTS 2714/C.No.291/J-4 passed by the Hon'ble Minister (Revenue) Maharashtra State, the mutation entry No.614 was cancelled and accordingly the name of said Prabhavati was deleted from the revenue records (hereinafter referred to as 'the said Fifth Order').

(w) By and under order dated 15/02/2016 passed in the said Application, the said Application was allowed and the said First Suit is restored and the same is pending for hearing.

(D) (a) One Shri Pukhraj Hazarimal Jain (hereinafter referred to as "the said Pukhraj") (during his lifetime) and Shri Babhootmal Krushnaji Jain (hereinafter referred to as 'the said Babhootmal') were absolutely seized and possessed of and/or otherwise sufficiently entitled to equal share in the property being land bearing old Survey No.197/28, new Survey No.100/28, admeasuring 4780 sq. mtrs. situate, lying and being at village Owale, now known as Blayenderpada, Taluka and District Thane and more particularly described in the Third Schedule hereunder written (hereinafter referred to as 'the said Third Property').

(b) The said Babhootmal died intestate in or about the year 1948 leaving behind him his son Shri Chaganlal Babhootmal Jain (hereinafter referred to as 'the said Chaganlal') as his only heir in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death;

(c) The said Chaganlal died intestate on 13/12/1998 leaving behind him his widow Sumatibai Chaganlal Jain (hereinafter referred to as 'the said Sumatibai'), three sons viz. Shri Kantilal Chaganlal Jain (hereinafter referred to as 'the said Kantilal'), Shri Tejraj Chaganlal Jain (hereinafter referred to as 'the said Tejraj') and Shri Bhawralal Chaganlal Jain (hereinafter referred to as 'the said Bhawralal') and a daughter viz. Smt. Devibai Trilokchand Jain (hereinafter referred to as 'the said Devibai') (hereinafter collectively referred to as 'the heirs of the said Chaganlal' except the said Devibai) as his only heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death.

(d) The said Devibai died intestate leaving behind her two children viz. Harshala Trilokchand Jain (hereinafter referred to as 'the said Harshala') and Raju Trilokchand Jain (hereinafter referred to as 'the said Raju') as her only legal heirs in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death.

(e) The heirs of the said Chaganlal, the said Harshala and the said Raju shall henceforth be collectively referred to as 'the said Original Owners'.

(f) In the circumstances as recited hereinabove, the said Pukhraj & others on one hand as well as the said Original Owners on the other hand were entitled to the 1/2 undivided share each in the said Third Property.

(g) By a Sale Deed dated 01/10/1999 (hereinafter referred to as 'the said Deed dated 01/10/1999') made and executed by and between the said Third Owners therein referred to as the Purchasers of the one part and the said Pukhraj & others along with the heirs of the said Chaganlal except Devibai therein referred to as the Vendors of the other part, the Vendors therein sold, transferred and conveyed all their respective undivided rights, title, interest and claim whatsoever in respect of the said Third Property along with other properties in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned;

(h) Pursuant to the said Deed dated 01/10/1999, the said Pukhraj & others alongwith the heirs of the said Chaganlal except Devibai executed an even dated Power of Attorney (hereinafter referred to as 'the said Sixth POA') in favour of the Third Owners in order to enable them to do all acts, deeds, matters and things contained therein in respect of the Properties described therein.

(i) The said Pukhraj died intestate on or about 08/07/2003, leaving behind him his wife, Vasantibai Pukhraj Jain and his children viz. 1) Bharat Pukhraj Jain, 2) Rekha Pukhraj Jain, 3) Vandana Pukhraj Jain and 4) Jyotsna Pukhraj Jain (hereinafter collectively referred to as 'the heirs of the said Pukhraj') as his only heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death.

(j) The said Deed dated 01/10/1999 inadvertently remained to be lodged for registration and therefore, the parties thereto executed a Deed of Confirmation dated 07/01/2008 (hereinafter referred to as "the said Second DOC") confirming the said Deed dated 01/10/1999 and lodged the same along with the said Deed dated 01/10/1999 for registration and the same is registered in the office of Sub-Registrar of Assurances at Thane under Sr.No.147/2008.

(k) In the aforesaid premises the Third Owners became entitled to the said Third Property, however their names are yet to be recorded as owners on the 7/12 extract of the said Third Property.

(l) By a Agreement for Development dated 23/05/2008 (hereinafter referred to as the "said Sixth Agreement") made between the Third Owners therein referred to as the Owners of the one part and the said Firm therein referred to as the Developers of the other part, the owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights in respect of the said Third Property along with another property at and for consideration and upon the terms and conditions therein contained. The said Sixth Agreement is registered with the Sub-Registrar of Assurances at Thane under serial No.05939/2008 on 22/07/2008;

(m) Pursuant to the said Sixth Agreement, the said Third Owners also executed a Power of Attorney dated 12/07/2008 (hereinafter referred to as "the said Seventh POA") in favour of the persons nominated by the said Firm in order to enable them to carry out all acts, deeds, matters and things in respect of the Properties described therein. The said Seventh POA is registered with the Sub-Registrar of Assurances at Thane under serial No.713/2008 on 22/07/2008;

(n) As per the agreed terms of the said Sixth Agreement, the Assignors have agreed to allot and provide to the Third Owners 22.5% constructed premises out of the total FSI falling under Residential Zone and D.P. Road Reservation. However, if the area reserved for green zone and D.P. Road Reservation is permitted to be developed, then in that event the Assignors shall provide 30% constructed premises out of the total FSI falling under Residential Zone and D.P. Road Reservation.

(o) By a Deed of Confirmation dated 25/06/2012 (hereinafter referred to as "the said Third DOC") the said Harshala and the said Raju confirmed, assured and consented to the execution of the said Sale Deed dated 01/10/1999 as well as the said Seventh POA executed in favour of the said Third Owners upon the terms and conditions therein contained. The said Third DOC is duly registered with the office of Sub-Registrar of Assurances, Thane under Sr. No.5511/2012.

(p) By a Letter of Recording dated 20/10/2016, the consideration terms in respect of the said Third Property were renegotiated between the said Third Owners and the said Firm and as mutually agreed between them, the said Firm has agreed to allot and provide to the said Third Owners constructed premises admeasuring 5161.30 sq.ft. (carpet) equivalent to 8000 sq.ft. (b'up saleble) instead of 22.5% constructed premises on the terms and conditions therein mentioned.



(g) A per the development plans, prepared, sanctioned and in force under the provisions of Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as the said Development Plans) for Thane Municipal Corporation (hereinafter referred to as 'the Corporation') the portion admeasuring 1860 sq. mtrs. out of the said Third Property has been reserved for 20 Mtrs. wide D.P. Road, portion admeasuring 930 sq.mtrs. and 360 sq.mtrs. are reserved for primary and secondary school respectively and a portion admeasuring 10 sq.mtrs. is reserved for Maternity Hospital (save and except the school reservation the remaining affected area are hereinafter collectively referred to as 'the said affected portion');

(r) While carrying out demarcation of the boundaries of the said Third Property by TILR Department, it was observed that the land in possession of the said Third Owners and subsequent to the said Sixth Agreement, in the possession of the said Firm have been 4830 sq. mtrs. which fact came to be reflected in the new 7/12 extracts and all the revenue records pertaining to the said Third Property thenceforth. It is further observed that a major portion of the said Third Property is under reservation as stated in para (g) hereof. However, the said Firm has decided to restrict their development activities pertaining to the said Third Property to the extent of 4780 sq. mtrs. only by not utilizing and consuming the FSI pertaining to differential 50 sq. mtrs. of land which is inclusive of the area kept under reservation towards Primary and Secondary Schools which areas have not been taken into consideration for carrying out the development of the said Third Property.

(E) The said First to Sixth Agreement alongwith the said Deed dated 01/10/1999 and the said First to Third DOC are hereinafter collectively referred to as "the said Principal Agreements".

(F) The said First to Seventh POA alongwith the said First to Fourth SPOA are hereinafter collectively referred to as "the said Principal POA".

(G) The said First, Second and Third Property are hereinafter collectively referred to as the said property".

(H) The said First, Second and the said Third Owners are hereinafter collectively referred to as "the said Owners";

(I) By virtue of the said Principal Agreements and the said Principal POA's the said Firm is entitled to develop the said property.

(J) The Corporation has sanctioned the plans vide V. P. No.S06/0182/14/TMC/TDD/1879/16 dated 26/07/2016 in respect of the said property subject to the terms and conditions therein mentioned.

(K) By a Declaration dated 08/08/2016 (hereinafter collectively referred to as 'the said Declaration'), the said Firm has surrendered and handed over in favour of the Corporation, a portion of the land admeasuring about 1860 sq. mtrs. out of the said

Third Property which is reserved under the sanctioned Development Plan for the purpose of 20 mtres. D.P. Road and an area admeasuring 10 sq.mtrs. which is reserved for Maternity Hospital upon the terms and conditions therein mentioned. The said Declaration is registered with the Office of Sub-Registrar of Assurances at Thane under Sr. No.9740/2016.

(L). By virtue of the aforesaid Declaration, the said Firm has availed and consumed part FSI in the form of DR/setback area upon the said property (hereinafter collectively referred to as 'the said DR') and is entitled to get TDR of the balance FSI in respect of the portions of the said property surrendered as above.

(M). The said Corporation have granted Commencement Certificate bearing V.P. No. S06/0182/14/TMC/TDD/1987/16 dated 10/11/2016 in respect of Building No.1 & 2 to be constructed upon the said property.

(N). Since the said Firm has already obtained development rights in respect of the said Second Property from the said Second Owner as well as from the said Prabhavati and hence the outcome of the First Suit shall have no adverse bearing upon the rights of the said Firm to develop the said Second Property

(O). In response to the Public Notice, I have received one objection viz. letter dated 19/11/2016 from Bhojane & Co., Advocate for and behalf of his clients Smt. Kamalbai Narayan Mastan & others i.e. the said first owners. In the said objection, it is stated that Smt. Kamalbai Narayan Mastan & others have not received balance payment of Rs.20,00,000/- as mentioned in the said First Agreement. I have perused the said objection and am of the following opinion :

As regards the said Objection, it appears that subsequent to the execution of the said First Agreement, the said Company has immediately obtained Order dated 18/04/2006 from the Sub Divisional Officer, Thane under Section 43(1) of the Tenancy Act, in respect of the said First Property & other properties upon the terms and conditions therein mentioned. Thereafter, the said Company has assigned the development rights of the said property to the said Firm by & under registered Deed of Assignment and also handed over possession of the said First property to the said Firm. In the said First Agreement, the said Company has specifically mentioned that entire payment mentioned in the said First Agreement has been paid to the said First Owners. Despite the above, the said Firm have vide their letter dated 19/11/2016 have requested the said Company to clarify and confirm the status of payment made to the said First Owners. Upon receipt of the said letter, the said Cosmos vide their letter dated 23/12/2016 have confirmed that they have paid the entire amount of consideration mentioned in the said First Agreement and now no amount is due and payable by them to the said First Owners as per the terms of the said First Agreement. Thus, I am of the opinion that the said objection recorded by the said First Owners through their Advocate is devoid of legal sanctity and without legal force, as such requires no consideration at all.

(P). The said Firm has not provided original title deeds pertaining to the said First Property for inspection and hence have executed Affidavit dated 09/01/2017 wherein, the

said Firm has recorded and confirmed that they have handed over the original title deeds relating to the said First Property to Beacon Trusteeship Ltd., the escrow agent.

In view of the above, I hereby state that in my opinion, subject to: a) the outcome of the said First suit; b) the compliance of the various terms and conditions mentioned in the aforementioned orders, permissions, NOC'S, Agreements and documents and c) what is stated hereinabove, the title of: a) the said First Owners to the said First Property more particularly described in the First Schedule hereunder written; ii) the said Second Owner to the said Second Property more particularly described in the Second Schedule hereunder written and iii) the said Third Owners to the said Third property more particularly described in the Third Schedule hereunder written as well as the said Firm's right to develop the said property is clear, marketable and free from all encumbrances.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of land bearing Old Survey No.197, Hissa No.25, admeasuring 1450 sq.mtrs., situate, lying, being at village Bhayenderpada, Taluka & Dist. Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of land bearing old Survey No.197/27, new Survey No.100/27, admeasuring 1950 sq. mtrs., situate, lying, being at village Bhayenderpada, Taluka & Dist. Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(The said Third Property)

ALL THOSE pieces and parcels of lands bearing old Survey No.197/28, new Survey No.100/28, admeasuring 4780 sq. mtrs. situate, lying, being at village Bhayenderpada, Taluka & Dist. Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

Dated this 10th day of January, 2017

Yours faithfully


Vishwas M. Kulkarni
Advocate

SUPPLEMENTARY TITLE CERTIFICATE
TO WHOMSOEVER IT MAY CONCERN

At the request of my clients, M/S. VEHANG ENTERPRISES (formerly known as M/S. YASH ENTERPRISES), a partnership firm registered under the provisions of Indian Partnership Act, 1932, having its address at 12th Floor, Dev Corpn, Eastern Express Highway, Khopat, Thane (West), hereinafter referred to as "the said Firm", I have already issued Title Certificate dated 10/01/2017 (hereinafter referred to as "the Principal Certificate" in respect of the properties more particularly described in the First, Second and the Third Schedules thereunder written and the same being also described in the First, Second and the Third Schedules respectively hereunder written (hereinafter referred to as "the said property"). A copy whereof is annexed hereto and marked as Annexure "A".

1. This is to place on record that upon perusal of the said Title Certificate, it has come to the notice that though an entry is reflected in the search report pertaining to alleged Agreement dated 04/07/2012 executed between the said first owners and Shri Anil Thakurdas Karsija (hereinafter referred to as "the said Anil") in respect of the said First property (hereinafter referred to as "the said Agreement"), the comments thereon have inadvertently remained to be mentioned in the said Principal Certificate. I have gone through the said Agreement referred to in the said Search Report. Under the circumstances, with a view to get the said Principal Certificate free from all types of mistake/error, the said entry pertaining to the said Agreement is required to be brought on record by issuing Supplementary Title Certificate, being these presents in the manner stated hereinabove.

2. As already stated in the Principal Certificate, the said Firm Owners had already entrusted development rights in respect of the said first property more particularly described in the First Schedule hereunder written in favour of the said D.J. Traders on 05/04/2006 and had handed over possession thereof to the said D.J. Traders, who (then known as "Cosmos Prime Project Pvt. Ltd.), have in turn, after obtaining order under Section 43(1) of the Tenancy Act from the Sub Divisional Officer, Thane on 13/04/2006, in respect of the said First Property assigned the said development rights alongwith possession of the said property in favour of my clients vide Deed of Assignment dated 21/04/2008 and the said Deed is valid, subsisting and in force at present. Moreover, as more particularly stated in the Principal Certificate, one Shri Suraj Ramesh Parmar alongwith the said Firm, got deleted the name of the State of Maharashtra from the revenue records of the said First Property alongwith the other properties mentioned in the Order dated 31/01/2013. The First Owners have no legal, right, title and interest to grant development rights to the said Anil as the earlier agreements referred hereinabove are valid, subsisting and in force. The subsequent act of entrustment of alleged development rights by the said First Owners in favour of the said Anil has no any legal sanctity and therefore not binding upon my clients and my clients are contemplating to initiate legal proceedings against the said First Owners and cause them to cancel the said Agreement. The said Anil has neither acted upon the said Agreement nor he has raised any objection to the Public Notice caused to be published in newspaper Thane Vaishav, Free Press & Sakal on 12/11/2016. My clients have obtained all requisite permissions regarding development of the said First Property which are more particularly stated in the Principal Certificate. Thus, I am of the opinion that the said Agreement has no legal force, as such requires no consideration at all.

3. Save and except as aforementioned I hereby confirm, assure and reiterate the contents and certification of title therein are true, correct to the best of my knowledge



based on the information and documents furnished to me and as such shall remain unaltered and the same is to be read in conjunction with these general.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(the said First Property)

ALL THAT piece and parcel of land bearing Old Survey No.197, Hissa No.25, admeasuring 1450 sq.mtrs., situate, lying, being at village Bhayenderpada, Taluka & Dist. Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(the said Second Property)


ALL THAT piece and parcel of land bearing old Survey No.197/27, new Survey No.100/27, admeasuring 1950 sq. mtrs., situate, lying, being at village Bhayenderpada, Taluka & Dist. Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO :
(The said Third Property)

ALL THOSE pieces and parcels of lands bearing old Survey No.197/28, new Survey No.100/28, admeasuring 4780 sq. mtrs. situate, lying, being at village Bhayenderpada, Taluka & Dist. Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

Dated this 30th January, 2017

Yours faithfully,


Vishwas M. Kulkarni
Advocate