

**SHAH & SANGHAVI** (Regd.)  
**ADVOCATES, SOLICITORS  
& PATENT AGENTS**

OFFICE NO. 114/115, 11TH FLOOR,  
MITTAL COURT, 'A' WING,  
NARIMAN POINT, MUMBAI - 400 021.

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PJS/PB/11749/2016

**TO WHOMSOEVER IT MAY CONCERN**

Re: All that pieces or parcels of land bearing (i) Survey Nos. 20, 21/1/1, 21/1/2 and 24/1(part) in aggregate admeasuring 31,910 sq. mtrs. equivalent to 38,164.36 sq. yds. and (ii) property bearing Survey No. 24 Hissa No. 1 (part) admeasuring 29,200 sq. mtrs. equivalent to 34,923.20 sq. yds. in aggregate admeasuring 61,110 sq. mtrs. equivalent to 73,087.56 sq. yds. or thereabouts of village Gauripada Taluka Kalyan District Thane.

**OWNER: M/S. GURUASHISH CORPORATION**  
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1. We have caused the search to be taken with the Office of the Sub-Registrar of Assurances at Mumbai for the period 1940 to 2007, with the Office of the Sub-Registrar of Assurances at Bandra for the period 1973 to 1999, with the Office of the Sub-Registrar of Assurances at Kalyan for the period 1940 to 2002, computerized records maintained with the Office of the Sub-Registrar of Assurances at Kalyan - I, II, III and IV for the period 2002 to 2007 as also Records of Rights, 6/12 and 7/12 Extracts. A photocopy of further search report caused with the office of Sub-Registrar of Assurances at Kalyan for the period 2007 to 2011 has also been made available to us. We have also caused the further search with the office of the Sub-Registrar of Assurances at Kalyan- IV (computerized Index-II) for the period 2006 to 2016 and with the office of the Sub-Registrar of Assurances at Kalyan- I, II and III (computerized Index-II) for the period 2006 to 2016. We have also invited the claims in respect of the captioned property by issuing the Public Notice in Free Press Mumbai Edition dated 18<sup>th</sup> May, 2007, Bombay Samachar dated 19<sup>th</sup> May, 2007 and Nav Shakti 19<sup>th</sup> May, 2007. We have also issued the Caution Notices Mid-Day (English Edition) and Gujarati edition both dated 28<sup>th</sup> January, 2013 and Loksatta dated 31<sup>st</sup> January, 2013 inter-alia informing

**For Shah & Sanghavi**

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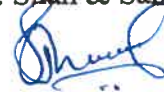
Our Associates : Anderson & Anderson LLP - Hongkong  
Rajesh Khaitan & Co. Kolkata

the public that our clients M/s Guruashish Corporation are the sole and exclusive owner and are in exclusive possession of the captioned property. We have also perused Originals or photocopy of the such of the documents as are produced before us for our perusal and have to report as under:

2. We have issued our certificate of title dated 3<sup>rd</sup> February, 2012 in respect of the captioned property; a photocopy whereof is annexed hereto and marked as ANNEXURE 'A'. Subject to what is stated hereinabove and subject to what is stated in our certificate of title dated 3<sup>rd</sup> February, 2012; we are of the opinion that the title of M/s. Guru Ashish Corporation in respect of the captioned property is clear, marketable and free from encumbrances.

Dated this 19<sup>th</sup> day of December, 2016.

For M/s. Shah & Sanghavi



Partner

Encl: as above

PJS/PB/11749/2012

**TO WHOMSOEVER IT MAY CONCERN**

Re: All that pieces or parcels of land bearing (i) Survey Nos. 20, 21/1/1, 21/1/2 and 24/1(part) in aggregate admeasuring 31,910 sq. mtrs. equivalent to 38,164.36 sq. yds. and (ii) property bearing Survey No. 24 Hissa No. 1 (part) admeasuring 29,200 sq. mtrs. equivalent to 34,923.20 sq. yds. in aggregate admeasuring 61,110 sq. mtrs. equivalent to 73,087.56 sq. yds. or thereabouts of village Gauripada Taluka Kalyan District Thane.

**OWNER: M/S. GURUASHISH CORPORATION**

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1. We have caused the search to be taken with the Office of the Sub-Registrar of Assurances at Mumbai for the period 1940 to 2007, with the Office of the Sub-Registrar of Assurances at Bandra for the period 1973 to 1999, with the Office of the Sub-Registrar of Assurances at Kalyan for the period 1940 to 2002, computerized records maintained with the Office of the Sub-Registrar of Assurances at Kalyan - I, II, III and IV for the period 2002 to 2007 as also Records of Rights, 6/12 and 7/12 Extracts. A photocopy of further search report caused with the office of Sub-Registrar of Assurances at Kalyan for the period 2007 to 2011 has also been made available to us. We have also invited the claims in respect of the captioned property by issuing the Public Notice in Free Press Mumbai Edition dated 18<sup>th</sup> May, 2007, Bombay Samachar dated 19<sup>th</sup> May, 2007 and Nav Shakti 19<sup>th</sup> May, 2007. We have also perused Originals or photocopy of the such of the documents as are produced before us for our perusal and have to report as under:
2. On perusal of the documents and revenue records it reveals that:
  - A) Shri Dharma Manerkar and his three sons i.e. (1) Shri Sitaram Dharma Manerkar (2) Shri Janu Dharma Manerkar and (3) Shri Kanhu Dharma Manerkar during their life time were the joint-tenants of the property owned by Shri Otarmal Jain and family.
  - B) In respect of the captioned property proceedings were initiated under the provisions of Bombay Tenancy and Agricultural Lands Act, 1948 in which application ultimately a settlement was arrived at between Shri Babu Sitaram Bhoir alias Manerkar & 18 ors and Madhu Kalu Bhoir alias Manerkar & 24 ors., and Smt. Dropadi D/o. Kanhu Bhoir alias Manerkar Nee Dropadi Mhadu Gadge & 9 ors., on the one hand

*[Handwritten Signature]*

and Shri Otarmal Aidanmalji Sankhlesha alias Jain & 24 ors., on the other hand, where-under land bearing Survey No:24 Hissa No. 1 (Part), admeasuring about 2H-92R-0P equivalent to 29200 sq. mtrs. equivalent to 34923 sq. yds. or thereabout was retained by Shri Otarmal Aidanmalji Sankhlesha alias Jain & 24 ors. while remaining of the property i.e. property bearing Survey Nos. 20, 21/1/1, 21/1/2 and 24/1 (Part), admeasuring 3H-27R-OP equivalent to 32810.00 sq. mtrs. equivalent to 39240.76 sq. yds. or thereabout came in share of Shri Babu Sitaram Bhoir alias Manerkar & 18 ors and Madhu Kalu Bhoir alias Manerkar & 24 ors., and Smt. Dropadi D/o. Kanhu Bhoir alias Maneerkar Nee Dropadi Mhadu Gadge & 9 ors.

C(1) Shri Sitaram Dharma Manerkar died intestate at Gauripada-Kalyan about in the year 1976 - 1977 leaving behind the following persons as his only heirs and legal representatives according to law by which he was being governed by at the time of his death.

1. Shri Babu Sitaram Manerkar. Son
2. Shri Waman Sitaram Manerkar. Son
3. Shri Motiram Sitaram Manerkar. Son
4. Shri Shivram Sitaram Manerkar. Son
5. Shri Kashinath Sitaram Manerkar. Son
6. Kusum Shripat Bajaj Married daughter

C (2) Out of abovesaid heirs of the deceased Shri Sitaram Manerkar, Shri Shivram Sitaram Manerkar died unmarried and leaving no issues on 29<sup>th</sup> December, 2002.

C(3) Shri Waman s/o Sitaram Manerkar died intestate at Gauripada-Kalyan on 15<sup>th</sup> December, 2003 leaving behind the following persons as his only heirs and legal representatives according to law by which he was being governed by at the time of his death.

1. Smt. Hirubai Wd/o Waman Manerkar. Widow
2. Smt. Asha P. Tembe. Married Daughter
3. Shri Dinesh Waman Manerkar. Son
4. Smt. Anita D/O Waman Manerkar Married Daughter
5. Smt. Lalita D/O Waman Manerkar Married Daughter



C(4) The said Shri Motiram s/o Sitaram Manerkar died intestate at Gauripada-Kalyan about in the year 1970 - 1972 leaving behind the following persons as his only heirs and legal representatives according to law by which he was being governed by at the time of his death.

1. Mrs. Sonubai Wd/o. Motiram Manerkar Widow (since deceased)
2. Shri Sadu S/o Motiram Manerkar. Son
3. Shri Dattatray s/o Motiram Manerkar. Son
4. Smt. Nanubai D/o Motiram Manerkar. Married Daughter

C(5) The said Mrs. Sonubai wd/o Motiram Manerkar also died intestate at Gauripada-Kalyan on 3<sup>rd</sup> December, 2005 leaving behind the following persons as her only heirs and legal representatives according to law by which she was being governed by at the time of her death:

1. Shri Sadu s/o Motiram Manerkar
2. Shri Dattatray s/o Motiram Manerkar
3. Smt. Nanubai D/o Motiram Manerkar

D(1) The said second son of Shri Dharma Manerkar i.e.said Shri Janu Dharma Manerkar died intestate at Gauripada-Kalyan about in the year 1974 leaving behind the following persons as his only heirs and legal representatives according to law by which he was being governed by at the time of his death.

1. Shri Kalu Janu Manerkar Son
2. Shri Rajaram Janu Manerkar Son
3. Shri Shankar Janu Manerkar Son (since Deceased)
4. Shri Sawlaram Janu Manerkar Son
5. Shri Namdeo Janu Manerkar Son

D(2) Out of children of the deceased Shri Janu Dharma Manerkar, his fifth son Shri Namdeo died a bachelor at Gauripada-Kalyan about in the year 1965 and without leaving any issue and leaving behind his brothers recited in recital D(1) above as his only heirs and legal representatives according to law by which he was being governed by at the time of his death.

D(3) The said Shri Kalu Janu Manerkar died intestate at Gauripada-Kalyan about in the year 1971 leaving behind the following persons as her



only heirs and legal representatives according to law by which he was being governed by at the time of his death.

1. Smt. Rukhmabai wd/o. Kalu Manerkar Widow (since deceased)
2. Shri Mhadu Janu Manerkar Son
3. Shri Balaram Janu Manerkar Son
4. Smt. Jaibai alias Rakhmabai Pandurang  
Dhumal Married Daughter

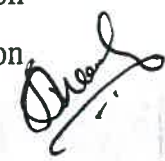
D(4) Smt. Rukhmabai wd/o Kalu Manerkar died at Gauripada-Kalyan on 12/10/1995 leaving behind the following persons as her only heirs and legal representatives according to law by which she was being governed by at the time of her death.

- 1) Shri Madhu Janu Mankerkar Son
- 2) Shri Baluram Janu Manerkar Son
- 3) Smt. Jaibai alias Rakhmabai Pandurang  
Dhumal Married Daughter

D(5) The first son of Shri Kalu Dharma Manerkar i.e. the said Shri Mhadu Kalu Manerkar during his life alongwith Yashwant Govind Bhoir and Ors. granted the development rights on 10<sup>th</sup> April, 1997 in favour of M/S Shera Construction for the redevelopment of the property bearing Survey Nos. 20, 21/1/1, 21/1/2, 24/1 (pt) and 24/1 (pt) for the consideration and on the terms of and conditions set out therein. The said document is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No. 1689 of 1999. Subsequently to the said Deed of development dated 10<sup>th</sup> April, 1997. the said Madhu Janu Manerkar has executed a Power of Attorney on 28<sup>th</sup> April, 2004 in favour of Mr. Tarachand L. Shah for the consideration set out in the aforesaid deed of development and therefore the said Power of Attorney is still valid and in force.

D(6) The second son of Shri Kalu Dharma Manerkar i.e. said Shri Balaram Kalu Manerkar died intestate at Gauripada-Kalyan leaving behind the following persons as his only heirs and legal representatives according to law by which he was being governed by at the time of his death.

1. Smt. Shevantibai Balaram Manerkar Widow
2. Shri Vilas Balaram Manerkar Son
3. Shri Kailash Balaram Manerkar Son
4. Shri Shailesh Balaram Manerkar Son



5. Smt. Sunita Balaram Manerkar Married Daughter
6. Smt. Shalini Balaram Manerkar Married Daughter
7. Smt. Suvarna Balaram Manerkar Married Daughter

D(7) The second son of Shri Janu Manerkar i.e. said Shri Rajaram Janu Manerkar died intestate at Gauripada-Kalyan leaving behind the following persons as his only heirs and legal representatives according to law by which he was being governed by at the time of his death.

1. Gangubai wd/o Rajaram Manerkar Widow (since deceased)
2. Salubai Rajaram Manerkar alias Salybai Shiva Goyakar Daughter (since deceased)
3. Shri Govind Rajaram Manerkar Son

D(8) Smt. Gangubai wd/o Rajaram Manerkar and Salubai Rajaram Manerkar both have since died leaving behind Shri Govind Rajaram Manerkar as their only heir and legal representative according to law by which they were being governed by at the time of their death.

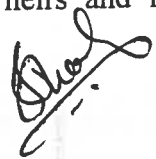
D(9) The said Govind Rajaram Manerkar consists of himself and the following persons as his family members.

1. Vimal Rajaram Manerkar Son
2. Shri Yashwant Govind Manerkar Son
3. Shri Gurunath Govind Manerkar Son
4. Shri Balkrishn Govind Manerkar Son

D(10) The third son of Shri Janu Manerkar i.e. said Shri Shankar Janu Manerkar died intestate at Gauripada-Kalyan leaving behind the following persons as his only heirs and legal representatives according to law by which he was being governed by at the time of his death.

1. Smt. Parvati wd/o Shankar Manerkar Widow (since deceased)
2. Shri Ganesh Shankar Manerkar Son
3. Shri Pandit Shankar Manerkar Son
4. Bharat Shankar Manerkar Son
5. Nandabai Shankar Manerkar Daughter

D(11) Smt. Parvati wd/o Shankar Manerkar died at Gauripada-Kalyan leaving behind the following persons as her only heirs and legal



representatives according to law by which she was being governed by at the time of her death.

- 1) Shri Ganesh Shankar Manerkar Son
- 2) Shri Pandit Shankar Manerkar Son
- 3) Shri Bharat Shankar Manerkar Son
- 4) Ms. Nanadabai Shankar Manerkar daughter

D(12) The son of Shri Shankar Manerkar i.e. the said Shri Bharat Shankar Manerkar died intestate at Gauripada-Kalyan leaving behind the following persons as his only heirs and legal representatives according to law by which he was being governed by at the time of his death.

1. Smt. Jaibai Bharat Manerkar Widow
2. Kum. Manda Bharat Manerkar Daughter
3. Kum. Rohini Bharat Manerkar Daughter
4. Kum Shashikala Bharat Manerkar Daughter
5. Kum. Barku Bharat Manerkar Daughter
6. Kum. Bhavna Bharat Manerkar Daughter

D(13) The fourth son of Shri Janu Dharma Manerkar i.e. the said Shri Sawlaram Janu Manerkar died intestate at Gauripada-Kalyan about in the year 1970 - 1972 leaving behind the following persons as his only heirs and legal representatives according to law by which he was being governed by at the time of his death.

1. Shri Ananta Sawlaram Manerkar Son
2. Shri Vishnu Sawlaram Manerkar Son
3. Smt. Hawsabai Dashrath Chaudhari Daughter
4. Smt. Vatsla Ganpat Patil Daughter

D(14) Smt. Vatsla Ganpat Pai died at Gauripada-Kalyan leaving behind two brothers i.e. Shri Ananta and Shri Vishnu and a sister Smt. Hawsabai as her only heirs and legal representatives according to law by which she was being governed by at the time of her death.

E(1) The said third son of Shri Dharma Manerkar i.e. Shri Kanhu Dharma Manerkar died intestate at Gauripada-Kalyan on 03/10/1977 leaving behind the following persons as his only heirs and legal representatives according to law by which he was being governed by at the time of his death.





1. Smt. Gangabai Wd/o.  
Kanhu Dharma Manerkar                      Widow (since Deceased)
2. Smt. Dropadi Mhadu Gadge                      Married Daughter
3. Shri Pandurang Kanhu Manerkar                      Son (since Deceased)
4. Shri Sadashiv Kanhu Manerkar                      Son

E(2) Gangabai wd/o Kanhu Dharma Manerkar died intestate at Gauripada-Kalyan leaving behind the following persons as her only heirs and legal representatives according to law by which she was being governed by at the time of her death.

1. Smt. Drapadi Mhadu Gadge
2. Shri Pandurang Kanhu Manerkar
3. Shri Sadashiv Kanhu Manerkar                      (Since deceased)

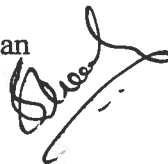
E(3) The said Pandurang S/o. Kanhu Dharma Manerkar died intestate at Gauripada-Kalyan about in the year 1972 - 1973 leaving behind the following persons as his only heirs and legal representatives according to law by which he was being governed by at the time of his death.

1. Aambibai Wd/o. Pandurang Manerkar                      Widow
2. Prakash Pandurang Manerkar                      Son
3. Arun Pandurang Manerkar                      Son
4. Sushil Pandurang Manerkar                      Son
5. Lilabai Pandurang Manerkar                      Daughter

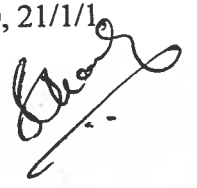
E(4) Prakash s/o Kanhu Dharma Manerkar died at Gauripada-Kalyan leaving behind the following persons as his only heirs and legal representatives according to law by which he was being governed by at the time of his death.

1. Jijabai Prakash Manerkar                      Widow
2. Suresh Prakash Manerkar                      Son
3. Silpa Prakash Manerkar                      Daughter
4. Pintya Prakash Manerkar                      Son
5. Sachin Prakash Manerkar                      Son

E(5) The said Sadashiv S/o. Kanhu Manekar died unmarried and leaving no issues at Gauripada-Kalyan



3. By an Agreement of Sale executed dated 30<sup>th</sup> November, 1992 executed between (a) Shri Babu Sitaram Bhoir alias Manerkar & 18 ors., (b) Madhu Kalu Bhoir alias Manerkar & 24 ors. and (c) Smt. Dropadi D/o. Kanhu Bhoir alias Manerkar Nee Dropadi Mhadu Gadge & 9 ors on one hand and M/S B. F. M. Corporation; (a) Shri Babu Sitaram Bhoir alias Manerkar & 18 ors., (b) Madhu Kalu Bhoir alias Manerkar & 24 ors., and (c) Smt. Dropadi D/o. Kanhu Bhoir alias Maneerkar Nee Dropadi Mhadu Gadge & 9 ors., agreed to sell to M/s. B.F.M. Corporation; and BFM Corporation agreed to purchase the property bearing Survey No. 20, 21/1/1, 21/1/2 and 24/1 admeasuring 32810 sq. mtrs. equivalent to 39240.76 sq. yds. or thereabouts of Vilage Gauripada Taluka Kalyan for consideration and on the terms and conditions set out therein.
4. By an Agreement dated 17<sup>th</sup> February, 1993, executed by and between Shri Otarmal Aidanmalji Sankhlesha alias Jain & 24 ors., therein referred to as the Owners and M/s. B.F.M. Corporation therein referred to as the Developers ,Shri Otarmal Aidanmalji Sankhlesha alias Jain & 24 ors., agreed to sell to M/s. B.F.M. Corporation all that piece or parcel of land lying and being at Kalyan bearing Survey No. 24, Hissa No. 1(Pt) admeasuring 34923.20 sq. yards equivalent to 29,200 sq. mtrs, for the consideration and on the terms and conditions as set out therein.
5. By two Agreements both dated 4<sup>th</sup> March 1993 executed between M/s. B.F.M. Corporation and M/S Sonesar Enterprises; M/s. B.F.M. Corporation agreed to transfer unto M/S Sonesar Enterprises all the benefits emitting under the Agreements dated 30<sup>th</sup> November 1992 and 17<sup>th</sup> February 1993 recited in paragraph 3 and 4 hereinabove in respect of the property bearing Survey Nos. 20, 21/1/1, 21/1/2 and 24/1 (part) of Village Gauripada, Taluka Kalyan for the consideration and on the terms and conditions set out therein.
6. In the events that have transpired (a) Shri Babu Sitaram Bhoir alias Manerkar & 18 ors., (b) Madhu Kalu Bhoir alias Manerkar & 24 ors., and (c) Smt. Dropadi D/o. Kanhu Bhoir alias Maneerkar Nee Dropadi Mhadu Gadge & 9 ors; M/s. Sonesar Enterprises with the consent and confirmation of M/s. B.F.M. Corporation entered into an Agreement for Sale dated 19<sup>th</sup> October, 1995 whereby all the rights emitting under the Agreement for Sale dated 30<sup>th</sup> November, 1992 in respect of the said property bearing Survey No. 20, 21/1/1,



21/1/2 and 24/1 (part) of Village Gauripada, Taluka Kalyan were transferred M/S Sonesar Enterprises.

7. In the events that have transpired (a) Shri Babu Sitaram Bhoir alias Manerkar & 18 ors., (b) Madhu Kalu Bhoir alias Manerkar & 24 ors., (c) Smt. Dropadi D/o. Kanhu Bhoir alias Maneerkar Nee Dropadi Mhadu Gadge & 9 ors., and (d) M/S Shera Construction with the consent and confirmation of M/s. Sonesar Enterprises entered into Development Agreement on 10<sup>th</sup> April 1997 whereby all the rights emitting under the Agreement for Sale dated 19<sup>th</sup> October 1995 referred to in paragraph 6 above in respect of the property bearing Survey No. 20, 21/1/1, 21/1/2 and 24/1 (part) were transferred in favour of M/s. Shera Construction.
8. By a Development Agreement dated 19<sup>th</sup> November 1999 registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No. KLN-1-3413 of 1998 executed between Shri Otarmal Aidanmalji Sankhlesha alias Jain & 24 ors., therein referred to as the Owners and M/S Shera Construction therein referred to as the Developer and M/S Sonesar Enterprises therein referred to as the Confirming Party whereby Shri Otarmal Aidanmalji Sankhlesha alias Jain & 24 ors., with the consent and confirmation of M/S Sonesar Enterprises granted the development rights to M/S Shera Construction in respect of the property bearing Survey No. 24 Hissa No. 1(pt) admeasuring 29,200 Sq. mtrs. equivalent to 34923.20 sq. mtrs, for the consideration and on the terms and conditions set out therein.
9. By a Development Agreement dated 8<sup>th</sup> February 2004 executed between M/s. Shera Construction and M/s Sankheshwar Gruh Nirman,; M/s. Shera Construction granted the Development rights in favour of M/s. Sankheshwar Gruh Nirman, in respect of the captioned property bearing Survey Nos. 20, 21/1/1, 21/1/2 and 24/1 (part) of Village Gauripada, Taluka Kalyan District Thane for the consideration and on the terms and conditions set out therein.
10. By Deed of Confirmation dated 28<sup>th</sup> April 2004 registered with the office of the Sub-Registrar of Assurances at Kalyan under Sr. No. KLN-1/3114 of 2004 executed by and between the Shri Babu Sitaram Bhoir alias Manerkar & 53 ors therein referred to as the Owners and M/S Shera Construction therein referred to as the Developers; Shri Babu Sitaram Bhoir alias Manerkar & 53 ors confirmed the execution of the Agreement dated 10<sup>th</sup> April, 1997 referred to in para 7 hereinabove in respect of the property bearing Survey



Nos. 20,21/1/1, 21/1/2 and 24/1 (part) of Village Gauripada, Taluka Kalyan District Thane was binding and on the other terms and conditions as set out therein.

11. By Development Agreement registered with the office of the Sub-Registrar of Assurances at Kalyan under Sr. No. KLN/1/2014 of 2006 on 14<sup>th</sup> March, 2006 entered into between Shri Babu Sitaram Bhoir alias Manerkar & 53 ors., therein referred to as the Owners and Nakul Namdeo Bhoir and Anr., therein referred to as the Developers; the Owners therein granted unto the Developers therein the development rights in respect of the property lying and being at Gauripada bearing S.No. 24 Hissa No. 1 (part) admeasuring 1 Hectare, 21 Are 0 P. equivalent to 12,100 sq. mtrs., equivalent to 14,471.60 sq.yds., for the consideration and on the terms and conditions set out therein.
12. By an Agreement for Sale dated 31<sup>st</sup> October, 2007 registered with the Office of the Sub-Registrar of Assurances at Kalyan under Sr. No. KLN1-6842 of 2007 on 31<sup>st</sup> October, 2007 executed between Shri Babu Sitaram Bhoir alias Manerkar & 18 Ors.. therein referred to as the First Vendors and Madhu Kalu Bhoir alias Manerkar & 24 ors., therein referred to as the Second Vendors and Smt. Dropadi D/o. Kanhu Bhoir alias Maneerkar Nee Dropadi Mhadu Gadge & 9 ors., therein referred to as the Third Vendors and Shri Otarmal Aidanmalji Sankhlesha alias Jain & 24 ors., therein referred to as the Fourth Vendors and M/s. B.F.M Corporation therein referred to as the First Confirming Party and M/s. Sonesar Enterprises therein referred to as the Second Confirming Party and M/s. Shera Construction therein referred to as the Third Confirming Party and M/s. Sankheshwar Gruh Nirman therein referred to as the Fourth Confirming Party and Nakul Namdeo Bhoir and Anr. therein referred to as the Fifth Confirming Party and M/s. Guru Ashish Corporation therein referred to as the Purchasers; the First Vendors to Fourth Vendors with the consent and confirmation of the First Confirming Party to Fifth Confirming Party therein agreed to sale transfer, convey and assign unto the M/s. Guru Ashish Corporation, the property bearing (i) Survey Nos. 20, 21/1/1, 21/1/2 and 24/1 (Part) in aggregate admeasuring 32,810 sq.mtrs. equivalent to 39,240.76 sq. yds. and (ii) property bearing Survey No. 24 Hissa No. 1 (Part) admeasuring 29,200 sq.mtrs. equivalent to 34,923.20 sq. yds. of Village Gauripada, Taluka Kalyan at Gauripada, Kalyan in aggregate admeasuring 62,010 sq. mtrs. equivalent to 74,164 sq. yds. for the consideration and on the terms and conditions set out therein.



13. By a Deed of Confirmation dated 10<sup>th</sup> October, 2008 registered with the Office of the Sub-Registrar of Assurances at Kalyan-II under Sr.No.KLN2/7943 of 2008 executed between Durgabai Mahadu Bhoir alias Manekar and 9 ors., therein referred to as the 'Party of the One Part' and M/s. Guru Ashish Corporation therein referred to as the 'Party of the Other Part'; the Party thereto of the One Part inter-alia confirmed the execution of the Agreement dated 3<sup>rd</sup> October, 2007 referred to in paragraph 12 hereinabove.
14. By another Deed of Confirmation dated 24<sup>th</sup> December, 2010, registered with the Office of the Sub-Registrar of Assurances at Kalyan-II under Sr.No.KLN2/12412 of 2010 executed between Sevantibai Balaiam Bhoir alias Manekar and 6 ors., therein referred to as 'the Party of the One Part' and M/s. Guru Ashish Corporation therein referred to as 'the Party of the Other Part'; the Party thereto of the One Part therein inter-alia confirmed the execution of the Agreement dated 3<sup>rd</sup> October, 2007 referred to in paragraph 12 hereinabove.
15. By a Deed of Conveyance dated 21<sup>st</sup> March 2011, registered with the Office of the Sub-Registrar of Assurances at Kalyan-II under Sr. No. KLN-2/3189 of 2011 executed between Shri Babu Sitaram Bhoir alias Manekar & 18 ors. therein referred to as 'the First Vendors' and Smt. Durgabai Mhadu Bhoir alias Manekar & 35 ors., therein referred to as 'the Second Vendors' and Smt. Draupadi Mhadu Gadge Nee D/o. Kanhu Bhoir alias Maneerkar & 12 ors., therein referred to as 'the Third Vendors' and M/s. B.F.M Corporation therein referred to as 'the First Confirming Party' and M/s. Sonesar Enterprises therein referred to as 'the Second Confirming Party' and M/s. Shera Construction therein referred to as the 'Third Confirming Party' and M/s. Sankheshwar Gruhnirman therein referred to as 'the Fourth Confirming Party' and (1) Nakul Namdeo Bhoir and (2) Uday Pandurang More therein referred to as 'the Fifth Confirming Party' and M/s. Guruashish Corporation therein referred to as 'the Purchasers'; the First Vendors to Fourth Vendors with the consent and confirmation of the First Confirming Party to Fifth Confirming Party therein sold, transferred, conveyed and assigned unto the Purchaser therein the property bearing (i) Survey Nos. 20, 21/1/1, 21/1/2 and 24/1 (Part) in aggregate admeasuring 31,900 sq. mtrs. equivalent to 38,152.40 sq. yds. and (ii) property bearing Survey No. 24 Hissa No. 1 (Part) admeasuring 29,200 sq. mtrs. equivalent to 34,923.20 sq. yds. in aggregate admeasuring 61,100 sq. mtrs. equivalent to 73,075.60 sq. yds or thereabouts



for the consideration paid to each of the parties thereto and on the terms and conditions recorded therein.

16. By a Deed of Rectification dated 13<sup>th</sup> April, 2011, registered with the office of the Sub-Registrar of Assurances at Gauripada under Sr. No. KLN-2/3845/2011 on 18<sup>th</sup> April, 2011 executed between Shri Babu Sitaram Bhoir alias Manerkar & 18 Others, therein referred to as "the First Vendors", Smt. Durgabai Mhadu Bhoir alias Manerkar & 35 Others, therein referred to as "the Second Vendors", Smt. Draupadi Mhadu Gadge Nee D/o. Kanhu Bhoir alias Manerkar & 9 Others, therein referred to as "the Third Vendors", Shri Otarmal Aidanmalji Sankhlesha alias Jain & 24 Others, therein referred to as "the Fourth Vendors", M/s. B.F.M. Corporation, therein referred to as "the First Confirming Party", M/s. Sonesar Enterprises, therein referred to as "the Second Confirming Party", M/s. Shera Construction, therein referred to as "the Third Confirming Party", M/s. Sankheshwar Gruh Nirman, therein referred to as "the Fourth Confirming Party", Nakul Namdeo Bhoir & Uday Pandurang More, therein referred to as "the Fifth Confirming Party and M/s. Guruashish Corporation, therein referred to as "the Purchaser"; the parties thereto have rectified the error in the area of the property appearing in Annexure-"C" to the Conveyance dated 21<sup>st</sup> March, 2011 and have recorded that the area of the property bearing Survey No. 20, 21/1/1, 21/1/2 and 24/1 (Part) should be read as 31,910 sq. mtrs. equivalent to 38,164.36 sq. yds. instead of 32,810 sq. mtrs. equivalent to 39,240.76 sq. yds.
17. We have been informed that under the sanctioned Development Plan for Kalyan where the captioned property is situated, the part of the captioned property is under various reservations like (a) Primary School, (b) Town Park, (c) for M.S.E.B., (d) for Cremation Ground and Burial Ground, (e) for "D.P. Road" and (f) Part of the captioned property is affected by CRZ.
18. Subject to what is stated hereinabove, we are of the opinion that the title of M/s. Guru Ashish Corporation in respect of the captioned property is clear, marketable, free from encumbrances and reasonable doubts.

Dated this 3<sup>rd</sup> day of February, 2012

For M/s. Shah & Sanghavi

  
Partner