



P. Hari

B.Com.,(HONS),LLB.,PGD.,HRD.,BM.,IMP-EX
ADVOCATE, HIGH COURT

LEGAL POINT

FLAT NO. G-2, KOMAL TOWER,
PATEL NAGAR, STATION ROAD,
BHAYANDAR (W) - 401 101.
TEL : (O) 2814-3472
(R) 2882-2889
CELL : 98691 36226

Certificate of Title

I am instructed by one **M/s. Ameesha Associates**, a partnership firm, constituted under the provisions of The Indian Partnership Act. 1932, having its place of business at Subbin Villa, Near Punjab Foundary , Mira Bhayandar Road, Mira Road (E), District - Thane 401 107, to give my report on title in respect of the property which is described hereunder :-

- 1) Originally, by diverse deeds, factors and circumstances, one (1) **Shri Jayaraj Devidas** (2) **Shri Mahendra Devidas**, (3) **Shri Tulsidas Khatau** , (4) **Shri Ranjit Ramdas**, (5) **Shri Trikandas Jethabhai**, (6) **Shri Hansraj Jethabhi**, (7) **Shri Chathurbhuj Dwarkadas**, (8) (a) **Shri Dilip Padmashi** & (b) **Shri Harish Padami** (the Executors to the estate of **Shri Padamshi Khatau**) (9) **Shri Kishorekumar Krishna Kumar** (the Executor to the estates of **Shri Krishnakumar Jethabhai**) (10) (a) **Shri Jayraj Devidas** & (b) **Shri Mahendra Devidas** (the Executors to the estates of **Shri Devidas Sunderdas** & (11) (a) **Shri Bharat Dharamshi** (b) **Shri Dhiren Dharmshi** & (c) **Shri Vinay Dharmshi** (the Executors to the estates of **Shri Dharamshi Jhethabai**) , hereinafter referred to as "**The Jayraj Devidas & Others**" being the joint owners were absolutely siezed and possessed of and/or otherwise well and sufficiently entitled to all that pieces and parcels of land or ground bearing **Old Survey No. 11 , New No.65**, admeasuring 8,700 sq. mtrs or thereabout situate, at being and lying at Revenue Village Mire, Taluka &

District Thane and which is now falling within the local limits of Mira Bhayandar Municipal Corporation and which is more particularly described in the **First Schedule** written hereunder, hereinafter referred to as "**The said Entire Land/Property**".

- 2) By and vide an agreement for sale dated 15th July 1994, the Original Owners have agreed to sell, transfer, assign and convey the said Entire Land in favour of one **M/s. Sanghvi Enterprises**, a partnership firm, at and on the terms and conditions and for considerations which are more particularly described in the said agreement for sale dated 15th July 1994.
- 3) In pursuance to the execution of the said agreement dated 15th July 1994, the Original Owners have also made and executed a General Power of Attorney, vide a separate writing, in favour of the partners and nominee/s of the said M/s. Sanghvi Enterprises, inter-alia, conferring upon various rights, powers and privileges which are more particularly described in the said writing including rights and powers in turn to re-assign the said Entire Land or any part or portion thereof, in favour of any third party or parties, as the said M/s. Sanghvi Enterprises, may in its sole discretion deem fit and proper and simultaneously on the execution of the said agreement for sale dated 15th July 1994, the Original Owners have handedover the quiet, vacant, peaceful, actual and physical possession of the said Entire Land in favour of the said M/s. Sanghvi Enterprises.





P. Hari

B.Com.,(HONS),L.L.B.,PGD.,HRD.,BM.,IMPEX
ADVOCATE, HIGH COURT



LEGAL POINT

FLAT NO. G-2, KOMAL TOWER,
PATEL NAGAR, STATION ROAD,
BHAYANDAR (W) - 401 101.
TEL. : (O) 2814 3472
(R) 2802 2559
CELL : 98691 35226

-3-

- 4) By and vide an agreement dated 12th October 1994, the said M/s. Sanghvi Enterprises, has in turn agreed to sell, transfer, assign and convey the said Entire Land in favour of one (1) **Shri Asif Patel & (2) Mr. Sultan G Rabbani Bhave**, at and on the terms and conditions and for consideration, which are more particularly described in the said agreement dated 12th October 1994.
- 5) In pursuance to the execution of the said agreement dated 12th October 1994, the said M/s. Sanghvi Enterprises, has also made and executed a substituted General Power of Attorney vide a separate writing, in favour of said (1) Shri Asif Patel & (2) Mr. Sultan G Rabbani Bhave, inter-alia, conferring upon various rights, powers and privileges which are more particularly described in the said writing, including rights and powers in turn re-assign the said Entire Land or any part or portion thereof, in favour of any third party or parties, as the said (1) Shri Asif Patel & (2) Mr. Sultan G Rabbani Bhave, may in their sole discretion deem fit and proper and simultaneously on the execution of the said agreement dated 12th October 1994, has also handedover the quiet, vacant, peaceful, actual and physical possession of the said Entire Land in favour of the said (1) Shri Asif Patel & (2) Mr. Sultan G Rabbani Bhave.
- 6) By and vide an agreement dated 6th August 2003, the said Mr. Sultan G Rabbani Bhave has assigned all his rights, interests, benefits and claim in respect of the said Entire Land in favour of

the said Mr. Asif Patel, at and on the terms and conditions and for considerations, which are more particularly described in the said agreement dated 6th August 2003,

- 7) Simultaneously on the execution of the said agreement dated 6th August 2003, the said Mr. Sultan G Rabbani Bhave has also made and executed a General Power of Attorney vide a separate writing, in favour of the said Mr. Asif Patel, inter-alia, conferring upon various rights, powers and privileges which are more particularly described in the said writing.
- 8) In the premises, as aforesaid, the said Mr. Asif Patel become sole and absolute owner of the said Entire Land.
- 9)  The name of one Mr. Mustak Gulamhussain Zulfar was wrongly appearing in the other rights column of the 7/12 Extracts of the said Entire Land.
- 10)  Under the premises the said Mr. Mustak Gulamhussain Zulfar has assigned whatever his rights and interest in the said Entire Land in favour of Mr. Asif Gulam Rasool Patel and accordingly, the said Mr. Mustak Gulamhussain Zulfar has also made and executed an Irrevocable General Power of Attorney, in favour of the said Mr. Asif Gulam Rasool Patel, inter-alia, conferring upon various rights, powers and privileges which are more particularly described in the said writing.





P. Hari

B.Com.,(HONS),LL.B.,PGD.,HRD.,BM.,IMP-EX
ADVOCATE, HIGH COURT

LEGAL POINT

FLAT NO. G-2, KOMAL TOWER,
PATEL NAGAR, STATION ROAD,
BHAYANDAR (W) - 401 101.
TEL. : (O) 2814 3472
(R) 2892 2559
CELL : 98891 38226

-5-

- 11) A portion of the said Entire Land admeasuring 2.902.82 sq. mtrs has gone under D.P Road and the remaining portion admeasuring 5,797.18 which is described in the Second Schedule written hereunder is hereinafter referred to as " The Said Land/Property".
- 12) The said Mr Asif Patel has in turn agreed to assign the development rights of the Said Land in favour of the abovesaid M/s.Amisha Associates.
- 13) Accordingly by and vide a duly registered Agreement For Development dated 26th December 2012, made and executed by the said Jayraj Devidas & Others as the Owners/Assignors of the First Part and the said M/s. Sanghvi Enterprises as the First Mentioned Confirming Party of the Second Part and the said Mr. Asif Rasool Gulam Patel as the Second entioned Confirming Party of the Third Part and the said Mr. Sultan G Rabbani Bhave as Third Mentioned Confirming Party of the Fourth Part and Mr. Mustak Gulamhussain Zulfar as the Fourth Mentioned Confirming Party of the Fifth Part and the abovesaid M/s. Amish Associates as the Assignee of the Sixth Part, as per the instance and instructions of the said Mr. Asif Gulam Rasool Patel, the said Jayraj Devedas & Others with the due consent and concurrence of the said M/s. Sanghvi Enterprises with the due consent and concurrence of the said Mr. Sultan G Rabani Bhave and Mr.Mustak Gulamhussain Zulfar have assigned the development

rights of the Said Land in favour of abovesaid M/s. Amisha Associates, at and on the terms and conditions and for consideration, which are more particularly described in the said Agreement For Development dated 26th December 2012.

- 14) In pursuance to the execution of the said Agreement For Development dated 26th December 2012, the said Jayraj Devidas & Others, M/s . Sanghvi Associates, Mr. Asif Gulam Rasool Patel, Mr. Sultan G Rabbani Bhave & Mr. Mustak Gulamhussain Zulfar , jointly have also made and executed an Irrevocable General Power of Attorney in favour of the partners of the abovesaid M/s. Amisha Associates, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing, including rights and powers to sell the premises of the buildings to be constructed on the Said Land in favour of the prospective purchasers , also enter into agreement for sale and receive consideration payable directly .
- 15) In the premises, as aforesaid, the abovesaid M/s Amisha Associates become entitled to the development rights of the Said Land.
- 16) A search of the Said Land is caused to be carried out for 30 years and during the said search save and except the abovesaid Agreement For Development dated 26th December 2012 no other transaction in respect of the Said Land is disclosed.
- 17) Upon the persual of the abovesaid writings and also based on the report of the search caused to be carried out as aforesaid, in my opinion the title of the Said Land is clear and marketable and free from any encumbrances of whatsoever nature.



P. Hari

B.Com., (HONS), L.L.B., PGD., HRD., B.M., IMP-EX
ADVOCATE, HIGH COURT

LEGAL POINT

FLAT NO. G-2, KOMAL TOWER,
PATEL NAGAR, STATION ROAD,
BHAYANDAR (W) - 401 101.
TEL. : (O) 2814 3472
(R) 2892 2659
CELL : 98891 95226


-7-

THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO
=====

ALL THAT PEICES and parcels of land or ground bearing Old Survey No. 11 , New No.65, admeasuring 8,700 sq. mtrs or thereabout situate, at being and lying at Revenue Village Mire, Taluka & District Thane and which is now falling within the local limits of Mira Bhayandar Municipal Corporation.

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO
=====

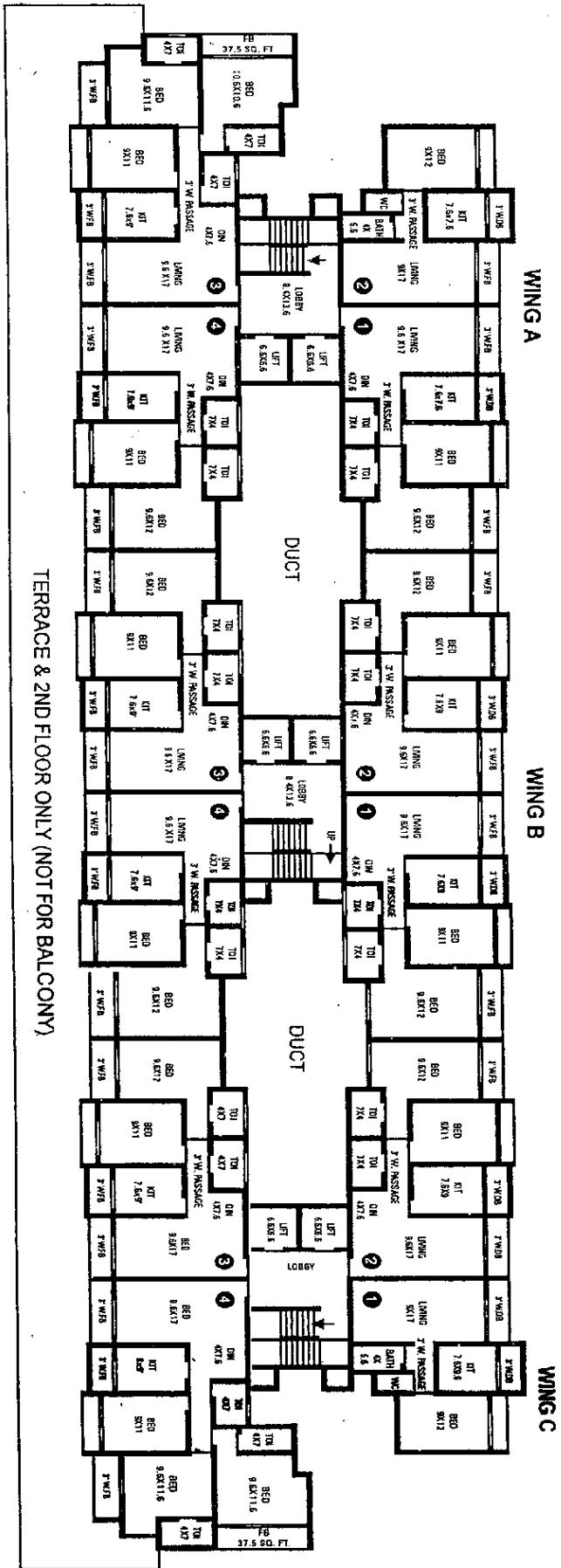
A portion of land admeasuring 5,797.16 sq. mtrs forming part of the larger property which is more particularly described in the First Schedule written hereinabove.


(P.Hari)

Advocate, High Court , Bombay.

Bhayandar , 7th February 2013.

Title/msw/02/02/13/II



TERRACE & 2ND FLOOR ONLY (NOT FOR BALCONY)

2N TO 7TH & 9TH TO 10TH FLOOR

2ND TO 7TH, 9TH TO 11TH & 13TH TO 14 TH FLOOR