

**TO WHOMSOEVER IT MAY CONCERN**

I. THIS IS TO CERTIFY that I have investigated the title to the land bearing Old Survey No. 182, New Survey No. 49, Hissa No. 5, admeasuring 2070 sq. meters and Old Survey No. 182, New Survey No. 49, Hissa No. 8, admeasuring 100 sq. meters, situate, lying and being at Village Mira, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation, owned by Smt. Jayabai Yashwant Bhoir and have to state as hereunder;

1. One Smt. Jayabai Yashwant Bhoir is the owner of the land bearing Old Survey No. 182, New Survey No. 49, Hissa No. 5, admeasuring 2070 sq. meters and Old Survey No. 182, New Survey No. 49, Hissa No. 8, admeasuring 100 sq. meters, situate, lying and being at Village Mira, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation, (hereinafter referred to as the "Said First Property").

2. By an Agreement, dated 3<sup>rd</sup> May, 2007, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/4116/2007, dated 3<sup>rd</sup> May, 2007, the said Smt. Jayabai Yashwant Bhoir agreed to sell, transfer and assign all her right, title and interest in the said first property to Shri Uday Ghanashyam Naik, proprietor of M/s. G.N. Construction, at the price and on the terms and conditions stipulated therein. In pursuance to the said Agreement, dated 3<sup>rd</sup> May, 2007, the said Smt. Jayabai Yashwant Bhoir had also executed an Irrevocable General Power of Attorney, dated 3<sup>rd</sup> May, 2007, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/4117/2007,

dated 3<sup>rd</sup> May, 2007, in favour of the said Shri Uday Ghanashyam Naik, proprietor of M/s. G.N. Construction, conferring upon him several powers inter-alia power to deal with and/or develop the said first property by constructing buildings thereon.

II. THIS IS TO CERTIFY that I have investigated the title to the land bearing Old Survey No. 182, New Survey No. 49, Hissa No. 4, admeasuring 2610 sq. meters, situate, lying and being at Village Mira, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation, owned by Shri Atmaram Laxman Patil, Shri Mahendra Laxman Patil and Nirmala Laxman Patil and have to state as hereunder;

3. Originally Smt. Vithabai Waman Patil was the owner of the land bearing Old Survey No. 182, New Survey No. 49, Hissa No. 4, admeasuring 2610 sq. meters, situate, lying and being at Village Mira, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation (hereinafter referred to as "the Said Second Property").

4. By a Deed of Conveyance, dated 26<sup>th</sup> May, 1960, the said Smt. Vithabai Waman Patil sold, transferred and conveyed the said second property to Shri Laxman Kastya Patil, for the consideration mentioned therein and accordingly, by a Mutation Entry No. 1064, dated 20<sup>th</sup> November, 1972, the name of the said Shri Laxman Kastya Patil was recorded in the 7/12 Extract of the said second property as the owner thereof.

5. Shri Laxman Kastya Patil died intestate in or about 1967, leaving behind his widow Smt. Babibai Laxman Patil, two sons namely Shri

Atmaram Laxman Patil and Shri Mahendra Laxman Patil, a daughter by name Nirmala Laxman Patil, as his heirs and legal representatives entitled to the estate of the deceased including the said second property. By a Mutation Entry No. 1150, dated 2<sup>nd</sup> October, 1977, the names of the said Smt. Babibai Laxman Patil, Shri Atmaram Laxman Patil, Shri Mahendra Laxman Patil and Nirmala Laxman Patil were recorded in the 7/12 Extract of the said second property as the owners thereof.

6. By an Agreement, dated 3<sup>rd</sup> April, 1983, the said Smt. Babibai Laxman Patil and others agreed to sell the said second property to Shri Babulal Jagannath Agarwal and Shri Premkumar Agarwal, at the price and on the terms and conditions stipulated therein.

7. Smt. Babibai Laxman Patil died intestate leaving behind her two sons namely Shri Atmaram Laxman Patil and Shri Mahendra Laxman Patil, a daughter by name Nirmala Laxman Patil, as her heirs and legal representatives entitled to the undivided share of the deceased in the said second property.

8. By an Agreement, dated 12<sup>th</sup> April, 1993, the said Shri Atmaram Laxman Patil and others agreed to sell the said second property to Shri Kishor K. Shah, at the price and on the terms and conditions stipulated therein. In pursuance to the said Agreement, dated 12<sup>th</sup> April, 1993, the said Shri Atmaram Laxman Patil and others had also executed a Power of Attorney, dated 4<sup>th</sup> July, 1993, registered in the office of Sub-Registrar of Assurance at Mumbai under Sr. No. BOM/R/342/1993, in favour of the said Shri Kishor K. Shah, conferring upon him several powers inter-alia power to sell the said second property to the person or persons of his choice.

9. By an Agreement, dated 17<sup>th</sup> August, 2006, the said Shri Kishor K. Shah with the consent and confirmation of the said Shri Babulal Jagannath Agarwal and Shri Premkumar Agarwal agreed to sell the said second property to the said Shri Uday Ghanashyam Naik, proprietor of M/s. G.N. Construction, at the price and on the terms and conditions stipulated therein. In pursuance to the said Agreement, dated 17<sup>th</sup> August, 2006, the said Shri Kishor K. Shah had executed an Irrevocable General Power of Attorney, dated 14<sup>th</sup> August, 2006, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/7113/2006, dated 17<sup>th</sup> August, 2006, in favour of the said Shri Uday Ghanashyam Naik, proprietor of M/s. G.N. Construction, conferring upon him several powers inter-alia power to deal with and/or develop the said second property by constructing buildings thereon.

III. THIS IS TO CERTIFY that I have investigated the title to the land bearing Old Survey No. 182, New Survey No. 49, Hissa No. 6, admeasuring 600 sq. meters, situate, lying and being at Village Mira Bhayandar Municipal Corporation, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation, owned by Smt. Kusum Deepak Patil and have to state as hereunder;

10. Smt. Maribai Sukur Patil was the owner of the land bearing Old Survey No. 182, New Survey No. 49, Hissa No. 6, admeasuring 600 sq. meters, situate, lying and being at Village Mira Bhayandar Municipal Corporation, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation, (hereinafter referred to as "the Said Third Property"),

11. By a Deed of Conveyance, dated 12<sup>th</sup> December, 1978, the said Smt. Maribai Sukur Patil sold, transferred and conveyed the said third property to Smt. Kusum Deepak Patil and accordingly, by a Mutation Entry No. 1578, dated 31<sup>st</sup> January, 1992, the name of the said Smt. Kusum Deepak Patil was recorded in the 7/12 Extract of the said third property as the owner thereof.

12. By an Agreement for Sale cum Development, dated 3<sup>rd</sup> December, 2007, the said Smt. Kusum Deepak Patil agreed to sell the said third property to the said Shri Uday Ghanashyam Naik, proprietor of M/s. G.N. Construction, at the price and on the terms and conditions stipulated therein. In pursuance to the said Agreement for Sale cum Development, dated 3<sup>rd</sup> December, 2007, the said Smt. Kusum Deepak Patil had executed an Irrevocable General Power of Attorney, in favour of the said Shri Uday Ghanashyam Naik, proprietor of M/s. G.N. Construction, conferring upon him several powers inter-alia power to deal with and/or develop the said third property by constructing buildings thereon.

13. In the premises aforesaid, the said Shri Uday Ghanashyam Naik, proprietor of M/s. G.N. Construction became entitled to deal with and/or develop the said first, second and third property, (hereinafter referred to as "the Said Property") in his absolute discretion.

14. In the Other Rights Column of the 7/12 Extract of the said property, the name of one M/s. The Estate Investment Company Pvt. Ltd., was appearing and as such, the said Shri Uday Ghanashyam Naik, proprietor of M/s. G.N. Construction had obtained the No Objection Certificate No. E I/NOC/310 to 314, dated 10<sup>th</sup> November, 2010, from the said M/s. The Estate Investment Company Pvt. Ltd., in respect of the said property.

15. The Mira Bhayandar Municipal Corporation has also sanctioned the plan of the buildings to be constructed in the layout of the said property vide its V.P. No. MB/MNP/NR/2233/2008-09, dated 27<sup>th</sup> August, 2009.

16. The Collector of Thane had granted N.A. permission in respect of the said property vide an Order No. Revenue/K-1/T-1/NAP/SR-81/2006, dated 13<sup>th</sup> March, 2007.

17. The Fire Brigade Department of the Mira Bhayandar Municipal Corporation has also granted its No Objection vide a Letter Ref. No. MNP/Fire/103/2011-12, dated 18<sup>th</sup> May, 2011, for constructing the buildings in the layout of the said property.

18. The Mira Bhayandar Municipal Corporation has also granted the Commencement Certificate No. MB/MNP/NR/770/2011-12, dated 31<sup>st</sup> May, 2011, to proceed with the work of construction of the buildings in the layout of the said property.

19. By an Agreement, dated 12<sup>th</sup> March, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN- 7/1943/2012, dated 19<sup>th</sup> March, 2012, the said Shri Uday Ghanashyam Naik, proprietor of M/s. G.N. Construction agreed to sell and assign the development rights of the Building No. 19 i.e. "A" Type Building, consisting of stilt plus 15 upper floors, admeasuring 2879.01 sq. meters, having total 58 flats, to be constructed in the layout of the said property, to M/s. Shashwat Developers, at the price and on the terms and conditions stipulated therein. In pursuance to the said Agreement, dated 19<sup>th</sup> March, 2012, the said Shri Uday Ghanashyam Naik, proprietor of M/s. G.N. Construction had also executed an Irrevocable General Power of Attorney

in favour of the said M/s. Shashwat Developers, conferring upon them several powers inter-alia power to construct the said building, as per the permissions and sanctions granted by the Authorities Concerned.

20. I have also taken the searches in the office of Sub-Registry of Thane from 1982 till date and during the course of my searches, I have come across the following documents and save except the said documents enumerated hereunder, I have not come across any registered instruments pertaining to the said property.

- a) Agreement, dated 3<sup>rd</sup> May, 2007, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/4116/2007, dated 3<sup>rd</sup> May, 2007, executed by Smt. Jayabai Yashwant Bhoir in favour of Shri Uday Ghanashyam Naik, proprietor of M/s. G.N. Construction, in respect of the said first property.
- b) Irrevocable General Power of Attorney, dated 3<sup>rd</sup> May, 2007, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/4117/2007, dated 3<sup>rd</sup> May, 2007, executed by Smt. Jayabai Yashwant Bhoir in favour of Shri Uday Ghanashyam Naik, proprietor of M/s. G.N. Construction, in respect of the said first property.
- c) Power of Attorney, dated 4<sup>th</sup> July, 1993, registered in the office of Sub-Registrar of Assurance at Mumbai under Sr. No. BOM/R/342/1993, executed by Shri Atmaram Laxman Patil and others in favour of Shri Kishor K. Shah, in respect of the said second property

d) Irrevocable General Power of Attorney, dated 14<sup>th</sup> August, 2006, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/7113/2006, dated 17<sup>th</sup> August, 2006, executed by Shri Kishor K. Shah in favour of the said Shri Uday Ghanashyam Naik, proprietor of M/s. G.N. Construction, in respect of the said second property.

e) Agreement, dated 12<sup>th</sup> March, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN- 7/1943/2012, dated 19<sup>th</sup> March, 2012, executed by Shri Uday Ghanashyam Naik, proprietor of M/s. G.N. Construction in favour of M/s. Shashwat Developers, in respect of the Building No. 19 i.e. "A" Type Building, consisting of stilt plus 15 upper floors, admeasuring 2879.01 sq. meters, to be constructed in the layout of the said property.

21. On the whole, from the searches taken by me in the office of Sub-Registry of Thane from 1982 to till date and also on the basis of documents furnished to me as well as on the basis of information provided to me, I hereby state and certify that title to the first property viz. land bearing Old Survey No. 182, New Survey No. 49, Hissa No. 5, admeasuring 2070 sq. meters and Old Survey No. 182, New Survey No. 49, Hissa No. 8, admeasuring 100 sq. meters, situate, lying and being at Village Mira, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation, owned by Smt. Jayabai Yashwant Bhoir, is clear, marketable and free from all encumbrances. I hereby state and certify that title to the second property viz. land bearing Old Survey No. 182, New Survey No. 49, Hissa No. 4, admeasuring 2610 sq. meters, situate, lying and being at Village Mira, Taluka and District Thane, in the Registration



**D. G. NAIK**

B. Com., LL.M.

**ADVOCATE, HIGH COURT**

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District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation, owned by Shri Atmaram Laxman Patil, Shri Mahendra Laxman Patil and Nirmala Laxman Patil, is clear, marketable and free from all encumbrances. I also hereby state and certify that title to the third property viz. land bearing Old Survey No. 182, New Survey No. 49, Hissa No. 6, admeasuring 600 sq. meters, situate, lying and being at Village Mira Bhayandar Municipal Corporation, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation, owned by Smt. Kusum Deepak Patil, is clear, marketable and free from all encumbrances.

22. By virtue of a Development Agreement, dated 12<sup>th</sup> March, 2012, M/s. Shashwat Developers is entitled to construct the Building No. 19 i.e. "A" Type Building, consisting of stilt plus 15 upper floors, admeasuring 2879.01 sq. meters, having total 58 flats, in the layout of the said property.

Dated : 29<sup>th</sup> March, 2012



Advocate