



CERTIFICATE OF TITLE

I am instructed by one **M/s. Jainam Builders**, a partnership firm, having its place of business at Shop No. 8, Rishabh Apartment, Station Road, Bhayandar (West), District - Thane, Pin - 401 101, to give my report on title in respect of the properties which are described hereunder:-

- 1) Originally, by diverse deeds, factors and circumstances, including survivorship and intestate succession one (1) **Smt. Bhimabai Hari Patil**, (2) **Shri. Hemant hari Patil**, (3) **Shri. Narottam Hari Patil**, (4) **Shri. Tukaram Hari Patil**, (5) **Shri. Sujit Hari Patil**, (6) **Shri. Piroj Hari Patil**, (7) **Shri Narayan Hari Patil**, (8) **Miss Anu Hari Patil**, (9) **Smt. Kamubai Kamlakar Patil &** (10) **Smt. Hirabai Hareshwar Patil**, hereinafter referred to as "**The said Bhimabai & 9 Others**", being the joint owners were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that pieces and parcels of agricultural lands or grounds bearing details as under:-

Sr. No.	Old Survey No.	New No.	Hissa No.	Area (Sq. Mtrs.)
1.	558	208	1	9,130
2.	568	218	5	1,110
3.	555	216	7	2,130

all situate at, being and lying at, Revenue Village - Bhayandar, Taluka & District - Thane, which are now falling within the local limits of Mira Bhayandar Municipal Corporation and which are more particularly described in the **First Schedule** written hereunder.

- 2) By and vide an agreement dated 2nd June 1994, the said **Bhimabai & 9 Others** have agreed to grant the development rights of the lands which are described in the **First Schedule** written hereunder, in favour of one (1) **Shri. Navesh Nemichand Jain &** (2) **Shri. Shailesh S. Shah**, at and on the terms and conditions and for considerations which are more particularly described in the said agreement dated 2nd June 1994

- 1) in pursuance to the execution of the said agreement dated 2nd June 1994, the said Bhimabai & 9 Others had also made and executed an irrevocable General Power Of Attorney, by a writing dated 1st July 1994, in favour of the abovesaid (1) Shri. Naresh Nemichand Jain & (2) Shri. Shailesh S. Shah, 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 lands which are described in the First Schedule written hereunder or any part or portion thereof in favour of any third party or parties, as the said (1) Shri. Naresh Nemichand Jain & (2) Shri. Shailesh S. Shah, may in their sole discretion may deem fit and proper.
- 2) Simultaneously on the execution of said agreement dated 2nd June 1994, the said Bhimabai & 9 Others had also handed over the quiet, vacant, peaceful and actual physical possession of the lands which are described in the First Schedule written hereunder in favour of the abovesaid (1) Shri. Naresh Nemichand Jain & (2) Shri. Shailesh S. Shah.
- 3) By and vide an agreement dated 12th October 1994, the said (1) Shri. Naresh Nemichand Jain & (2) Shri. Shailesh S. Shah, have in turn agreed to sell the lands which are described in the First Schedule written hereunder in favour of **M/s. Chheda Enterprises**, then a partnership firm at and on the and for considerations which are more particularly described in the said agreement dated 12th October 1994.
- 4) In pursuance to the execution of the said agreement dated 12th October 1994, the said (1) Shri. Naresh Nemichand Jain & (2) Shri. Shailesh S. Shah had also made and executed an irrevocable General Power Of Attorney by a writing dated 13th November 1994, in favour of the partners of the said M/s. Chheda 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 lands which are described in the First Schedule written hereunder or any part or portion thereof in favour of any third party or parties, as the said M/s. Chheda Enterprises may in its sole discretion may deem fit and proper.



- 7) Simultaneously on the execution of said agreement dated 12th October 1994, the said (1) Shri. Naresh Nemichand Jain & (2) Shri. Shailesh S. Shah had also handed over the quite, vacant, peaceful and actual physical possession of the lands which are described in the First Schedule written hereunder in favour of the abovesaid M/s. Chheda Enterprises.
- 8) The said M/s. Chheda Enterprises by and vide a Memorandum of Understanding dated 28th May 2004, was constituted into a company by name M/s. **Sun-Shine Builders & Developers Pvt. Ltd.** and as such the entire rights, interest and benefits of the said M/s. Chheda Enterprises in respect of the lands which are described in the First Schedule written hereunder got merged and/or assigned in the said M/s. Sun-Shine Builders & Developers Pvt. Ltd.
- 9) By and vide an agreement dated 3rd May 2005, the said M/s. Sun-Shine Builders & Developers Pvt. Ltd., agreed to sell in favour one (1) Shri. Murlidhar Radheyshayam Agarwal & (2) Shri Shayam Sunder Radheyshayam Agarwal, 2 nos. pieces of lands out of the lands which are described in the First Schedule written hereunder being lands bearing (1) Old Survey No. 568, New No. 218, Hissa No. 5, admeasuring 1,110 sq. mtrs., & (2) Old Survey No. 555, New No. 216, Hissa No. 7, admeasuring 2,130 sq. mtrs.
- 10) In pursuance to the said agreement dated 3rd May 2005, the said M/s. Sun-Shine Builders and Developers Pvt. Ltd. has also made and executed an Irrevocable General Power of Attorney by and vide a writing dated 3rd May 2005 in favour of the abovesaid (1) **Shri. Murlidhar Radheyshayam Agarwal & (2) Shri Shayam Sunder Radheyshayam Agarwal**, inter-alia, conferring upon various rights, powers and privileges which are more particularly described in the said writing including rights and powers to re-assign the lands bearing (1) Old Survey No. 568, New No. 218, Hissa No. 5, admeasuring 1,110 sq.

mtrs., & (2) Old Survey No. 555, New No. 216, Hissa No. 7, admeasuring 2,130 sq. mtrs. or any part or portion thereof, in favour of any third party or parties as the said (1) Shri. Murlidhar Radheyshayam Agarwal & (2) Shri. Shayam Sunder Radheyshayam Agarwal may in their sole discretion may deem fit and proper.

- 11) Simultaneously on the execution of the said agreement dated 3rd may 2005, the said M/s. Sun-Shine Builders and Developers Pvt. Ltd. has also handed over the quiet, vacant, peaceful, actual and physical possession of the lands bearing (1) Old Survey No. 568, New No. 218, Hissa No. 5, admeasuring 1,110 sq. mtrs., & (2) Old Survey No. 555, New No. 216, Hissa No. 7, admeasuring 2,130 sq. mtrs., in favour of the abovesaid (1) Shri. Murlidhar Radheyshayam Agarwal & (2) Shri. Shayam Sunder Radheyshayam Agarwal.
- 12) By and vide a duly registered Deed of Conveyance dated 25th February 2008, (Regn. No. Tnn4/01936/2008 dated 28th February 2008), the said Bhimabai & 9 Others, Shri Naresh Nemichand Jain, Shri Shaillesh S. Shah & the said M/s. Sun-Shine Builders and Developers Pvt. Ltd. have conveyed 2 nos. pieces of lands out of the lands which are described in the First Schedule written hereunder being (1) Old Survey No. 556, New No. 208, Hissa No. 1, admeasuring 9,130 sq. mtrs. & (2) Old Survey No. 565, New No. 218, Hissa No. 5, admeasuring 1,110 sq. mtrs., in favour of abovesaid (1) Shri. Murlidhar Radheyshayam Agarwal & (2) Shri. Shayam Sunder Radheyshayam Agarwal, at and on the terms and conditions and for the considerations which are more particularly described in the abovesaid Deed of Conveyance dated 25th February 2008.
- 13) By and vide another duly registered Deed of Conveyance dated 20th March 2010, (Regn. No. Tnn4/02931/2010 dated 24th March 2010), the said Bhimabai & 9 Others, Shri Naresh Nemichand Jain, Shri Shaillesh S. Shah, & the said M/s. Sun-Shine Builders and Developers Pvt. Ltd. have conveyed the remaining 1 no. piece of land out of the lands which are described in the First Schedule written herounder being Old Survey No. 555, New No. 216, Hissa No. 7, admeasuring



2,130 sq. mtrs., in favour of abovesaid (1) Shri. Murlidhar Radheyshayam Agarwal & (2) Shri. Shayam Sunder Radheyshayam Agarwal, at and on the terms and conditions and for the considerations which are more particularly described in the abovesaid Deed of Conveyance dated 24th March 2010.

- 14) Originally, by diverse deeds, factors and circumstances, (1) Smt. Parvatibai Tukaram Patil, (2) Shri. Gajanan Tukaram Patil, (3) Shri. Dayanand Gajanan Patil, (4) Miss Naina Gajanan Patil, (5) Smt. Kalpana Gajanan Patil, (6) Smt. Charulata Gajanan Patil, (7) Smt. Geetabai Kaidarnath Patil, (8) Kumari Bhamini Kaidarnath Patil, (9) Smt. Shantibai Sadanand Patil, (10) Smt. Pushpa Moreshwar Patil, (11) Smt. Kalavati Vasant Patil & (12) Smt. Jayashree Anil Kamble, hereinafter referred to as "**The said Parvatibai & 11 Others**", being the joint owners were absolutely seized and/or possessed of and/or otherwise well and sufficiently entitled to all that pieces and parcels of agricultural land or ground bearing **Old Survey No. 568, New No. 218, Hissa No. 4**, admeasuring 1,010 sq. mtrs. or thereabout also situate at, being and lying at, Revenue Village - Bhayandar, Taluqa & District - Thane, which are now falling within the local limits of Mira Bhayandar Municipal Corporation and which are more particularly described in the **Second Schedule** written hereunder.
- 15) By and vide an agreement dated 29th October 1993, the said Parvatibai & 11 Others have agreed to grant the development rights of the land which is described in the Second Schedule written hereunder in favour of one **Shri. Gavrishankar Govardhan Todi**, at and on the terms and conditions and for considerations which are more particularly described in the said agreement dated 29th October 1993.
- 16) In pursuance to the execution of the said agreement dated 29th October 1993, the said Parvatibai & 11 Others had also made and executed an Irrevocable General Power Of Attorney by a separate writing, in favour of the abovesaid Shri. Gavrishankar Govardhan Todi, 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 land which is described in the Second Schedule written hereunder or any part or portion thereof in favour of any third party or parties, as the said Shri. Gavrishankar Govardhan Todi, may in their sole discretion may deem fit and proper.

- 17) Simultaneously on the execution of said agreement dated 29th October 1993, the said Parvatibai & 11 Others had also handed over the quiet, vacant, peaceful and actual physical possession of the land which is described in the Second Schedule written hereunder in favour of said Shri. Gavrishankar Govardhan Todi
- 18) By and vide an agreement dated 11th September 1994, the said Shri. Gavrishankar Govardhan Todi has in turn agreed to sell in favour abovesaid (1) Shri. Murlidhar Radheyshayam Agarwal & (2) Shri Shayam Sunder Radheyshayam Agarwal, the land which is described in the Second Schedule written hereunder at and on the terms and conditions and for the considerations which are more particularly described in the said agreement dated 11th September 1994.
- 19) In pursuance to the said agreement dated 11th September 1994, the said Shri. Gavrishankar Govardhan Todi has also made and executed an Irrevocable General Power of Attorney by and vide a separate writing in favour of the abovesaid (1) Shri. Murlidhar Radheyshayam Agarwal & (2) Shri Shayam Sunder Radheyshayam Agarwal, inter-alia, conferring upon various rights, powers and privileges which are more particularly described in the said writing including rights and powers to re-assign the land which is described in the Second Schedule written hereunder in favour of any third party or parties as the said (1) Shri. Murlidhar Radheyshayam Agarwal & (2) Shri Shayam Sunder Radheyshayam Agarwal may in their sole discretion may deem fit and proper.
- 20) Simultaneously on the execution of the said agreement dated 11th September 1994, the said Shri. Gavrishankar Govardhan Todi has also handed over the quiet, vacant, peaceful, actual and physical possession





of the land which is described in the Second Schedule written hereunder in favour of the abovesaid (1) Shri. Murlidhar Radheyshayam Agarwal & (2) Shri Shayam Sunder Radheyshayam Agarwal.

- 21) Dispute arose between the abovesaid (1) Shri. Murlidhar Radheyshayam Agarwal & (2) Shri Shayam Sunder Radheyshayam Agarwal and the said Parvatibai & 11 Others and the said Shri Gavrishankar Govardhan Todi, in respect of the land which is described in the Second Schedule written hereunder and consequently the abovesaid (1) Shri. Murlidhar Radheyshayam Agarwal & (2) Shri Shayam Sunder Radheyshayam Agarwal filed a suit being Special Civil Suit No. 118/2004, before the Civil Judge (S.D.) Thane, seeking various reliefs including specific performance of the terms of the agreement dated 11th September 1994.
- 22) The abovesaid suit came to be compromised and accordingly a compromised pursis came to be filed and a Consent Decree dated 6th April 2005 came to be obtained.
- 23) In the premises as aforesaid, the abovesaid (1) Shri. Murlidhar Radheyshayam Agarwal & (2) Shri Shayam Sunder Radheyshayam Agarwal become the joint owners of lands which are described in the First and Second Schedules written hereunder.
- 24) By and vide a duly registered agreement dated 31st December 2013 (Regn No. TN7/633-2014 dated 23rd January 2014, the abovesaid (1) Shri. Murlidhar Radheyshayam Agarwal & (2) Shri Shayam Sunder Radheyshayam Agarwal agreed to grant the development rights in respect of the below mentioned portions of lands:-

Sr. No.	Old Survey No.	New No.	Hissa No.	Area (Sq. Mtrs.)
1.	558	208	1	2,300
2.	568	218	5	1,065
3.	555	216	7	1,670
4.	563	218	4	753
				5,808

which are more particularly described in the **Third Schedule** written hereunder, hereinafter referred to as "**The Said Land/Property**", in favour of the abovesaid M/s. Jainam Builders, at and on the terms and conditions and for considerations which are more particularly described in said agreement dated 31st December 2013.

- 23) In the premises aforesaid, the abovesaid M/s. Jainam Builders become entitled to the development rights of the Said Land.
- 24) On my queries from the abovesaid M/s. Jainam Builders, it was informed to me that there is no decree or order of whatsoever nature in respect of and/or pertaining and/or affecting the Said Land in any court or tribunal or any other forums and further that there is no pending proceedings in respect of and/or pertaining and/or affecting the Said Land in any court or tribunal or any other forums as of now.
- 27) Upon the perusal of the abovesaid writings and also based on the informations given to me as aforesaid, in my opinion, the title of the Said Land which are more particularly described in the Third Schedule written hereunder, is clear and marketable and free from all encumbrances of whatsoever nature.



P. Hari

B. Com. (HONS) LL.B. PUNJAB, B.A., M.P.E.S.
ADVOCATE, HIGH COURT

"LEGAL POINT"

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

ALL THAT PIECES and parcels of lands or grounds bearing details as under:-

Sr. No.	Old Survey No.	New No.	Hissa No.	Area (Sq. Mtrs.)
1.	558	208	1	9,130
2.	568	218	5	1,110
3.	555	216	7	2,130

all situate at, being and lying at, Revenue Village - Bhayandar, Taluka & District - Thane, which are now falling within the local limits of Mira Bhayandar Municipal Corporation.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

ALL THAT PIECES and parcels of lands or grounds bearing Old Survey No. 558, New No. 218, Hissa No. 4, admeasuring 1,010 sq mtrs., situate at, being and lying at, Revenue Village - Bhayandar, Taluka & District - Thane, which are now falling within the local limits of Mira Bhayandar Municipal Corporation.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

Portions of lands bearing details as under:-

Sr. No.	Old Survey No.	New No.	Hissa No.	Area (Sq. Mtrs.)
1.	558	208	1	2,300
2.	568	218	5	1,055
3.	555	216	7	1,670
4.	568	218	4	753
				5,808

Office : G-A/2, Komal Tower, Patel Nagar, Station Road, Bhayandar (W), Dist. Thane - 401 101.
Resi. : C/516, Hill Crest, I.C. Colony, Thomas Compound, Borivali (W), Mumbai - 400 103.
Tel. : (O) 2814 3472 (Cill) 9869 135 226 (R) 2892 2559

turning part of the larger properties which are more particularly described in the First and Second Schedules written herein above.

Handwritten signature
Handwritten mark

(Advocate, High Court, Bombay)

Shri *Handwritten name*,

27th May 2015