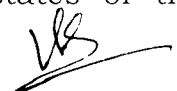


TITLE CERTIFICATE

TO WHOM IT MAY CONCERN:

**THIS IS TO CERTIFY** that we have investigated the title of the property on the basis of documents and search and found that the land property bearing Old Survey No. 215, corresponding New Survey No. 198, Hissa No. 1, admeasuring H-1 R-87 P-00 equivalent to 187 Gunthas or 18700 Sq. Meters of Revenue Village NAVGHAR, Taluka and District Thane, situate, lying and being at Bhayander (E), within the limits of Mira Bhayander Municipal Corporation, in the Registration District and Sub-District of Thane, (hereinafter referred to as "The Said Entire Land/Property"), which originally belonged to The Estate Investment Co. Pvt. Ltd., however (1) SHRI JANARDAN PADMAN, (2) SHRI BISTUR NARAYAN, (3) SHRI JANYA SOWAR PATIL, (4) VENUBAI MANGLU PATIL, (5) SHRI WAMAN PADMAN and (6) SHRI BHAU PADMAN, hereinafter referred to as "the Original Tenants" had been in use, enjoyment, occupation and possession of the entire lands according to their holdings and by cultivation of the said entire lands as described hereunder from the time immemorial and prior to the tiller's day i.e. 01.04.1957 and by a Mutation Entry No.859 Dated 19/12/1950 and accordingly their names were recorded as protected 'Kul' in the Land Records of the said entire property as per their area of cultivation under the provisions of B.T. & A. L. Act, 1948.

AT TIMES ALL the original tenants have died leaving behind them their respective heirs who had continued the cultivation of the said entire lands and their names were also recorded in the land records with relevant mutation entries. The one of the protected agricultural tenant SHRI JANYA SOWAR PATIL died leaving behind him his only son SHRI GAJANAN JANARDAN Alias JANYA PATIL who was entitled for the estates of the



deceased and after the death of the said original tenant i.e. his father was cultivating the part of the said entire lands according to their holding and cultivation.

The said SHRI GAJANAN JANARDAN Alias JANYA PATIL also died leaving behind him his only Married Daughter SMT. JAYSHREE PRABHAKAR MHATRE prior to marriage known as JAYSHREE GAJANAN PATIL who is entitled for the estates of the deceased and after the death of SHRI GAJANAN JANARDAN Alias JANYA PATIL the said SMT. JAYSHREE PRABHAKAR MHATRE alongwith her sons and daughters SHRI VIDYADHAR PRABHAKAR MHATRE (son), (3) SHRI CHANDRASHEKHAR PRABHAKAR MHATRE (son), (4) SMT. MANJULA BHIMAKANT PATIL (married daughter), and (5) SHRI JAYPRAKASH PRABHAKAR MHATRE (son), who started cultivating part of the said entire property which devolved upon them by way of inheritance and accordingly by a Mutation Entry No.589 dated 19/04/2005 their names were recorded in the Land Records i.e. 7/12 extract of the said entire property.

The said SMT. JAYSHREE PRABHAKAR MHATRE & OTHERS by an Agreement for Sale Cum Development dated 11/08/2004 agreed to sell, assign and transfer the land admeasuring 31 Gunthas i.e. the said property of their holding and cultivation forming the part of the said entire property subject to the clearance of title as per the provisions of law provided under the B.T. & A. L. Act, 1948 to SHRI KUSHALSINGH TAKHATSINGH MEDTIYA, proprietor of M/s. AEON CONSTRUCTION CO. Simultaneously the said tenants SMT. JAYSHREE PRABHAKAR MHATRE & OTHERS had also executed an Irrevocable General Power of Attorney dated 11/08/2004 to and in favour of SHRI KUSHALSINGH TAKHATSINGH MEDTIYA, proprietor of M/s. AEON CONSTRUCTION CO. and thereby granted various powers and authorities as mentioned therein in respect of the said property.

*VPS*

THE SAID ALL THE HEIRS of all the 6 Original Tenants applied for the purchase of the said lands and similarly SMT. JAYSHREE PRABHAKAR MHATRE & OTHERS through their Constituted Attorney Shri Kushalsingh Takhatsingh Medtiya applied to the Tahsildar and Agricultural Land Tribunal, Thane for the purchase of the said lands as provided U/s. 32G the Bombay Tenancy & Agricultural Lands Act, 1948. The Estate Investment Co. Pvt. Ltd the original owners of the said entire lands by their Statement in writing dated 11/7/2006 filed before the said Tribunal admitted the rights and status of the said Smt. Jayshree Prabhakar Mhatre & Others. Pursuant thereto the learned Tahsildar Thane granted the Permission U/s.32G of the said Act, and allowed the Tenants alongwith Smt. Jayshree Prabhakar Mhatre & Others to purchase the said lands under the said provisions of law and granted the Certificate U/s.32M of Bombay Tenancy & Agricultural Lands Act bearing vide Certificate No.32M/No.LSP-I-II-P-176 dated 22/09/2006. Accordingly the said tenants have purchased the said entire property as per their respective holdings and cultivation and became the owners of the said entire property. In the manner aforesaid the entire Tenant's alongwith SMT. JAYSHREE PRABHAKAR MHATRE & OTHERS became the absolute owners of the said entire property as per their holdings.

FURTHER the said owners through their Constituted Attorney Shri Kushalsingh Takhatsingh Medtiya applied to the Sub Divisional Officer, Thane for necessary Sale Permissions to develop the said entire property and sale thereof, which was granted by the Ld. Sub Divisional Officer Thane U/s. 43(1) of B.T. & A. L. Act, 1948 under vide Certificate No.TD/T-6/KV/VP/SR-66/2007 dated 26/04/2007, thus Smt. Jayshree Prabhakar Mhatre & Others alongwith the other co-owners own the lands as freehold and in the circumstances they are entitled to sell the said lands under the said sale permission by which Smt. Jayshree Prabhakar Mhatre & Others are permitted to sell the said larger property.



THE SAID OWNERS AFTER ACQUIRING all the permission as mentioned hereinabove from the concerned authorities decided to carry out the Partition of the said entire property according to the area of their respective holdings and cultivations. The said Owners by a registered Partition Deed dated 31/12/2006 registered under Sr. No.11017/2006 all the heirs of the original Tenants have divided their holdings and shares in respect of the said entire properties based on the area under their respective possession and accordingly their names are recorded in Mutation Entry No.868 dated 16/05/2007 and Certified on 04/06/2007. As per the partition (1) SMT. JAYSHREE PRABHAKAR MHATRE, (2) SHRI VIDYADHAR PRABHAKAR MHATRE, (3) SHRI CHANDRASHEKHAR PRABHAKAR MHATRE, are jointly seized, possessed and/or well and sufficiently entitled for the land admeasuring 1550.00 Sq. Meters out of the said entire property and (4) SMT. MANJULA BHIMAKANT PATIL and (5) SHRI JAYPRAKASH PRABHAKAR MHATRE, are jointly seized, possessed and/or well and sufficiently entitled for the lands admeasuring 1550.00 Sq. Meters out of the said entire property and accordingly the names of (1) SMT. JAYSHREE PRABHAKAR MHATRE Alias JAYSHREE GAJANAN PATIL, (2) SHRI VIDYADHAR PRABHAKAR MHATRE, (3) SHRI CHANDRASHEKHAR PRABHAKAR MHATRE, (4) SHRI JAYPRAKASH PRABHAKAR MHATRE, and (5) SMT. MANJULA BHIMAKANT PATIL are mutated into the Land Records i.e. 7/12 extract of the said entire property. Thus the SMT. JAYSHREE PRABHAKAR MHATRE Alias JAYSHREE GAJANAN PATIL & OTHERS, are collectively entitled for 3100 Sq. Meters of lands out of the said entire property, as mentioned hereinabove and also hereinafter referred to as "the said property".

IN FURTHER DEVELOPMENT Smt. Jayshree Prabhakar Mhatre Alias Jayshree Gajanan Patil & Others had declared that there were various litigations, encroachments and encumbrances in respect of the said property, however Shri Kushalsingh Takhatsingh Medtiya after acquiring the rights

*VS*

from Smt. Jayshree Prabhakar Mhatre & Others by an Agreement for Sale Cum Development dated 11/08/2004 has from time to time cleared the said encroachment, encumbrances and litigations of the said property at his entire costs and expenses, in the following manner: (a) Shri Kushalsingh Takhatsingh Medtiya by a Memorandum of Understanding dated 28/07/2004 executed between MRS. USHA CHANDRAKANT PATIL for the consideration price and on the terms and conditions as mentioned therein has cleared the burden of MR. PRAFUL BABULAL MEHTA and MR. BHAGWAN YASHWANT PATIL or HEMENDRA MEHTA who were claiming some rights on the said property by encroachment or in any other way. The Shri Kushalsingh Takhatsingh Medtiya and as The Party of Second Part in the said MOU dated 28/07/2004 cancelled the said MOU by a Deed of Cancellation dated 10/12/2004 executed between MRS. USHA CHANDRAKANT PATIL through her C.A. MR. CHANDRAKANT ANNA PATIL and thereby all the terms and conditions and rights and interests and respective obligations mentioned in the said MOU have been cancelled.(b) In further development the Shri Kushalsingh Takhatsingh Medtiya had also paid the monetary considerations to MR. BHAGWAN YASHWANT PATIL from time to time to clear his claim of deemed tenant from the said property whose name for some time inadvertently appeared in the Record of Rights. (c) MR. MAHADEO HARISHCHANDRA PATIL & OTHERS by a Deed of Assignment dated 25/05/2006 assigned and transferred all their rights and interests of encroached area in respect of the said property as mentioned therein to and in favour of SHRI KUSHALSINGH TAKHATSINGH MEDTIYA for the consideration price and on the terms and conditions mentioned therein. (d) The said Mr. Mahadeo Harishchandra Patil & Others had also executed a Deed of Settlement dated 28/10/2004 in favour of the Shri Kushalsingh Takhatsingh Medtiya. In part performance of the said Assignment the said Mr. Mahadeo Harishchandra Patil & Others had also handed over the peaceful



and vacant possession of the said property to Shri Kushalsingh Takhatsingh Medtiya.

IN ADDITION TO THE AFORESAID steps taken by Shri Kushalsingh Takhatsingh Medtiya from time to time from crystallizing their rights, title and interests, he has also applied for obtaining exemption under the Urban Land Ceiling Act, 1976 by their Application dated 24/01/2007. The Dy. Collector and the Competent Authorities appointed under the provisions of the said Act for the Thane Agglomeration has granted the full exemption to the Owners abovenamed U/s.8(4) of the said Act, by his Order No.ULC/TP/T-6/Navghar/SR-1517 dated 28/06/2007 and the said order is granted in favour of the said Owners and thereby the entire holdings of the said owners are fully exempted and they are entitled to utilize their respective shares in the land as aforesaid i.e. the said property for their use for development and construction.

THIS IS TO PLACE ON RECORD that the said Owners SMT. JAYSHREE PRABHAKAR MHATRE Alias JAYSHREE GAJANAN PATIL & OTHERS have jointly executed a Development Agreement dated 19/12/2006 duly registered under Doc. No.TNN-4/10514/2006 and General Power of Attorney of same date registered under Doc. No.TNN-4/10515/2006 agreed to assign and transfer the development right of the said property to and in favour of (1) SHRI BHIKAMCHAND B. SISODIA and (2) SHRI KUSHALSINGH TAKHATSINGH MEDTIYA for the consideration price and on the terms and conditions mentioned therein. Later on SMT. JAYSHREE PRABHAKAR MHATRE Alias JAYSHREE GAJANAN PATIL & OTHERS and (1) Shri Bhikamchand B. Sisodia and (2) Shri Kushalsingh Takhatsingh Medtiya all jointly executed a Deed of Cancellation dated 24/05/2012 duly registered under Doc. No.TNN-7/03803/2012 and thereby revoked and cancelled the said Development Agreement dated 19/12/2006 duly registered under Doc.



No.TNN-4/10514/2006 and General Power of Attorney of same date registered under Doc. No.TNN-4/10515/2006 executed in favour of (1) Shri Bhikamchand B. Sisodia and (2) Shri Kushalsingh Takhatsingh Medtiya as mentioned therein.

IN FURTHER DEVELOPMENT SHRI KUSHALSINGH TAKHATSINGH MEDTIYA had learnt from the reliable sources that the said owners SMT. JAYSHREE PRABHAKAR MHATRE Alias JAYSHREE GAJANAN PATIL & OTHERS are intending to sell the said property to the third party when Shri Kushalsingh Takhatsingh Medtiya was compelled to protect his rights and investments and filed a Regular Civil Suit No.368 of 2014 against the said Smt. Jayshree Prabhakar Mhatre Alias Jayshree Gajanan Patil & Others herein for specific performance of the Agreement for Sale Cum-Development dated 11/08/2004 executed by Smt. Jayshree Prabhakar Mhatre Alias Jayshree Gajanan Patil & Others in favour of the Shri Kushalsingh Takhatsingh Medtiya. The said Smt. Jayshree Prabhakar Mhatre Alias Jayshree Gajanan Patil & Others have approached to Shri Kushalsingh Takhatsingh Medtiya settled the terms, increased the considerations by Rs. 2,50,000/- more and ultimately filed the Consent Term in the said Reg. Civil Suit No.368 of 2014 on 27/05/2014 before the Court and thereby the said Smt. Jayshree Prabhakar Mhatre Alias Jayshree Gajanan Patil & Others agreed to perform the terms of the said Agreement and execute conveyance in favour of the Shri Kushalsingh Takhatsingh Medtiya and complete the sale of the said property.

AS PER THE TERMS OF CONSENT TERM the said owners SMT. JAYSHREE PRABHAKAR MHATRE ALIAS JAYSHREE GAJANAN PATIL & OTHERS by a Conveyance dated 29/09/2014 duly registered under Doc. No.TNN-4/5593/2014 dated 29/09/2014 sold, assigned, transferred and conveyed the lands property in aggregate admeasuring 3100 Sq. Meters out of and forming the part of lands properties bearing Old Survey No. 215,



corresponding New Survey No. 198, Hissa No. 1, admeasuring H-1 R-87 P-00 equivalent to 187 Gunthas or 18700 Sq. Meters of Revenue Village NAVGHAR, Taluka and District Thane, situate, lying and being at Bhayander (E), within the limits of Mira Bhayander Municipal Corporation, in the Registration District and Sub-District of Thane, hereinafter referred to as "the said larger property", to and in favour of SHRI KUSHALSINGH TAKHATSINGH MEDTIYA proprietor of M/s. TEJ ENTERPRISES and accordingly the said owners Smt. Jayshree Prabhakar Mhatre Alias Jayshree Gajanan Patil & Others had also handed over peaceful and vacant possession of the said property to Shri Kushalsingh Takhatsingh Medtiya and accordingly the name of SHRI KUSHALSINGH TAKHATSINGH MEDTIYA entered into the Land Records i.e. 7/12 extract of the said property as owner under Mutation Entry No.2107.

THIS IS TO CERTIFY THAT M/s. TEJ ENTERPRISES through its proprietor SHRI KUSHALSINGH TAKHATSINGH MEDTIYA after receiving sanctions and approvals from MBMC for development of the said property, executed a Conveyance dated 27/01/2017 duly registered under Doc. No.TNN-4/290/2017 in respect of the IN AGGREGATE ADMEASURING 2370.61 SQ. METERS forming the part of land property admeasuring 3100 Sq. Meters out of the said entire property bearing Old Survey No. 215, corresponding New Survey No. 198, Hissa No. 1, admeasuring H-1 R-87 P-00 equivalent to 187 Gunthas or 18700 Sq. Meters of Revenue Village NAVGHAR, Taluka and District Thane, situate, lying and being at Bhayander (E), within the limits of Mira Bhayander Municipal Corporation, in the Registration District and Sub-District of Thane, hereinafter collectively referred to as "the said property" to and in favour of M/s. SHUBHAM ENTERPRISES, and thereby sold, assigned, transferred and conveyed the said property to M/s. SHUBHAM ENTERPRISES for the consideration price mentioned therein. Simultaneously SHRI KUSHALSINGH TAKHATSINGH MEDTIYA had also executed a General Power of Attorney dated 27/01/2017 duly registered under Doc. No.TNN-



7/1001/2017 to and in favour of the partners of M/s. SHUBHAM ENTERPRISES and thereby granted various powers and authorities to sell, develop the said property and execute conveyance thereof.

THIS IS TO PLACE ON RECORD that the SHRI KUSHALSINGH TAKHATSINGH MEDTIYA and M/s. SHUBHAM ENTERPRISES had jointly agreed to amalgamate the said property to avail the benefits of the land admeasuring 713.71 Sq. Meter of the said larger property falling under D. P. Road Reservation and accordingly SHRI KUSHALSINGH TAKHATSINGH MEDTIYA by an Agreement dated 09/06/2017 duly registered, surrendered and handed-over the land admeasuring 713.71 Sq. Meters to Mira Bhayander Municipal Corporation (MBMC) as per the terms and conditions mentioned therein. As per the terms of the said Agreement dated 09/06/2017 MBMC allowed and issued the additional FSI by way of TDR for the Road set-back at Index-2.15 to and in favour of the SHRI KUSHALSINGH TAKHATSINGH MEDTIYA to load the same on the amalgamated property and submitted proposal to MBMC for equivalent additional construction by loading the said FSI which was sanctioned by MBMC and the Road FSI was thus allowed to be consumed out of 3 building. The MBMC have sanctioned the revised development plan and issued revised C.C. vide No. Commencement Certificate (CC) vide No.MB/MNP/NR/1853/2017-18 dated 10/08/2017 for development and construction of 3 buildings bearing Building Nos.7, 8 and 9 on the part of the said property.

THIS IS TO FUTRHER CERTIFY that the said SHRI KUSHALSINGH TAKHATSINGH MEDTIYA and M/s. SHUBHAM ENTERPRISES, after acquiring the rights of development, construction of building and sale of flats from the parties above named and after acquiring the requisite permissions, sanctions and approvals from the authorities concerned, have assigned and transferred the aforesaid development rights in respect of a Building No. 8 to



SHRI RITESH RAMESHCHAND JAIN, Proprietor of M/s. VIMAL SAGAR CONSTRUCTION, having his office at A-104, Vimaldeep Building, Sarvoday Paradise, Behind Balaji Hospital, Off. Mira Bhayandar Road, Bhayandar (East), Thane 401105, by a Development Agreement dated 30/03/2018, duly registered under Sr. No. TNN-12/4547/2018 along with an Irrevocable General Power of Attorney of same date, duly registered under Sr. No. TNN-12/4548/2018 dated 30/03/2018 with all powers to deal with the said property and said rights including sale of flat and execute Conveyance in favour of Co Operative Housing Society formed by flat purchasers.

FROM the Revenue records, searches and documents placed before us and duly verified, examined and investigated by us, we hereby CERTIFY that the title of the Owners as named hereinabove in respect of the said property is clear, marketable and free from all encumbrances.

THUS the rights of development and construction of building/s and sale of flats granted, conferred and assigned to M/s. VIMAL SAGAR CONSTRUCTION as within mentioned is valid and subsisting and they are entitled to proceed with.

Place: BHAYANDER  
DATE: 31/05/2018



V. P. Singh  
Advocate, High Court