

Ref. No.

TO WHOMSOEVER IT MAY CONCERN

I have investigated the title to the land bearing Old Survey No. 410, New Survey No. 167, Hissa No. 8, admeasuring 2460 sq. meters, Old Survey No. 410, New Survey No. 167, Hissa No. 4, admeasuring 1640 sq. meters and Old Survey No. 411, New Survey No. 169, Hissa No. 4, admeasuring 760 sq. meters, situate, lying and being at Village Navghar, Bhayandar, 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 Shailesh S. Shah, proprietor of M/s. Sundar Developers and have to state as hereunder:

1. Originally one Shri Baburao Dadaji Thakur was the owner of land bearing Old Survey No. 410, New Survey No. 167, Hissa No. 8, admeasuring 2460 sq. meters, Old Survey No. 410, New Survey No. 167, Hissa No. 4, admeasuring 1640 sq. meters and Old Survey No. 411, New Survey No. 169, Hissa No. 4, admeasuring 760 sq. meters, situate, lying and being at Village Navghar, Bhayandar, 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 Property").

2. Shri Baburao Dadaji Thakur died intestate on 20th January, 1991, leaving behind his three sons namely Shri Ratnakar Baburao Thakur, Shri Vilas Baburao Thakur (since deceased) and Shri Prahlad Baburao Thakur and four married daughters namely Smt. Asha Vikas Wadia, Smt. Kiran Dilip Dadarkar, Smt. Meenakshi Mohan Pathare and Smt. Aruna Sushil Mhatre, as his heirs and legal representatives entitled to the estate of the deceased including the said property.

3. By an Agreement, dated 20th November, 1994, the said Shri Ratnakar Baburao Thakur, Shri Prahlad Baburao Thakur, Smt. Asha Vikas Wadia and late Shri Vilas Baburao Thakur had agreed to sell their undivided right, title, interest and interest in the said property to M/s. Merage Builders Ltd., at the price and on the terms and conditions stipulated therein.

4. By an Agreement for Sale cum Development, dated 30th November, 1994, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. P-1632/1994, dated 30th December, 1994, the said Shri Ratnakar Baburao Thakur, Shri Prahlad Baburao Thakur, Smt. Asha Vikas Wadia and late Shri Vilas Baburao Thakur with the consent and confirmation of the said M/s. Merage Builders Ltd., agreed to sell their undivided right, title, interest and share in the said property to M/s. Kanakiya Properties Pvt. Ltd., at the price and on the terms and conditions stipulated therein. In pursuance to the said Agreement for Sale cum Development, dated 30th November, 1994, the said Shri Ratnakar Baburao Thakur, Shri Prahlad Baburao Thakur, Smt. Asha Vikas Wadia and late Shri Vilas Baburao Thakur had executed an Irrevocable General Power of Attorney in favour of the Directors of the said M/s. Kanakiya Properties Pvt. Ltd., conferring upon them several powers inter-alia power to sell the said property to the person or persons of their choice including power to execute Deed of Conveyance and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance. On making the payment of entire consideration of the said entire property and in part performance of the said Agreement, dated 30th November, 1994, the said Shri Ratnakar Baburao Thakur, Shri Prahlad Baburao Thakur, Smt. Asha Vikas Wadia and late Shri Vilas Baburao Thakur had allowed the said M/s. Kanakiya Properties Pvt. Ltd., to use and occupy the said

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property along with Smt. Kiran Dilip Dadarkar, Smt. Meenakshi Mohan Pathare and Smt. Shweta Sushil Mhatre.

5. By an Agreement for Sale cum Development, dated 17th February, 1995, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. P-692/1995, dated 18th February, 1995, Smt. Kiran Dilip Dadarkar, Smt. Meenakshi Mohan Pathare and Smt. Shweta Sushil Mhatre, had agreed to sell their undivided right, title, interest and share in the said property to the said M/s. Kanakiya Properties Pvt. Ltd., at the price and on the terms and conditions stipulated therein. In pursuance to the said Agreement for Sale cum Development, dated 17th February, 1995, the said Smt. Kiran Dilip Dadarkar, Smt. Meenakshi Mohan Pathare and Smt. Shweta Sushil Mhatre had executed an Irrevocable General Power of Attorney in favour of the Directors of the said M/s. Kanakiya Properties Pvt. Ltd., conferring upon them several powers inter-alia power to sell the said property to the person or persons of their choice including power to execute Deed of Conveyance and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance. On making the payment of entire consideration of the said entire property and in part performance of the said Agreement, dated 17th February, 1995, the said Smt. Kiran Dilip Dadarkar, Smt. Meenakshi Mohan Pathare and Smt. Shweta Sushil Mhatre had allowed the said M/s. Kanakiya Properties Pvt. Ltd., to use and occupy the said property in its own rights as the bonafide purchaser thereof.

6. By a Deed of Conveyance, dated 29th December, 2010, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/00343/2011, dated 12th January, 2011, the said Shri Ratnakar

Baburao Thakur, Shri Prahlad Baburao Thakur, Smt. Asha Vikas Wadia, Smt. Kiran Dilip Dadarkar, Smt. Meenakshi Mohan Pathare, Smt. Shweta Sushil Mhatre, M/s. Merage Builders Ltd., and M/s. Kanakiya Properties Pvt. Ltd, had jointly sold, transferred and conveyed the said property to Shri Shailesh S. Shah, Proprietor of M/s. Sundar Developers, for the consideration mentioned therein.

7. The said Shri Shailesh S. Shah, Proprietor of M/s. Sundar Developers joined with Shri Hirji B. Shah, Shri Vikas H. Shah and Shri Chimanbhai V. Thakker, to develop several properties inter-alia the said property in joint venture in the name and style of "M/s. Sunder Aangan Developers" vide an Joint Venture Agreement, dated 24th October, 2005, executed by and between them in respect of the said property.

8. I have also taken the searches in the office of Sub-Registrar of Assurance at Thane from 1980 to till date and during the course of my searches, I have come across the following documents pertaining to the said property and save and except the following documents, I have not come across any other registered documents in respect of the said property.

- a) Agreement for Sale cum Development, dated 30th November, 1994, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. P-1632/1994, dated 30th December, 1994, executed by Shri Ratnakar Baburao Thakur, Shri Prahlad Baburao Thakur, Smt. Asha Vikas Wadia and late Shri Vilas Baburao Thakur with the consent and confirmation of the said M/s. Merage Builders Ltd., in favour of M/s. Kanakiya Properties Pvt. Ltd., in respect of the said property.

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- b) Agreement for Sale cum Development, dated 17th February, 1995, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. P-692/1995, dated 18th February, 1995, executed by Smt. Kiran Dilip Dadarkar, Smt. Meenakshi Mohan Pathare and Smt. Shweta Sushil Mhatre, in favour of M/s. Kanakiya Properties Pvt. Ltd., in respect of the said property.
- c) Deed of Conveyance, dated 29th December, 2010, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/00343/2011, dated 12th January, 2011, executed by Shri Ratnakar Baburao Thakur, Shri Prahlad Baburao Thakur, Smt. Asha Vikas Wadia, Smt. Kiran Dilip Dadarkar, Smt. Meenakshi Mohan Pathare, Smt. Shweta Sushil Mhatre, M/s. Merage Builders Ltd., and M/s. Kanakiya Properties Pvt. Ltd, in favour of Shri Shailesh S. Shah, Proprietor of M/s. Sundar Developers, in respect of the said property.
9. On the whole from the searches taken by me in the office of Sub-Registrar of Thane and also on the basis of documents produced before me as well as on the basis of information provided to me, I hereby state and certify that the title to the land bearing Old Survey No. 410, New Survey No. 167, Hissa No. 8, admeasuring 2460 sq. meters, Old Survey No. 410, New Survey No. 167, Hissa No. 4, admeasuring 1640 sq. meters and Old Survey No. 411, New Survey No. 169, Hissa No. 4, admeasuring 760 sq. meters, situate, lying and being at Village Navghar, Bhayandar, 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 Shailesh S. Shah, proprietor of M/s. Sundar Developers is clear, marketable and free from all encumbrances. I further

state and certify that the said M/s. Sunder Aangan Developers, being a joint venture business of Shri Shailesh S. Shah, Proprietor of M/s. Sundar Developers, Shri Hirji B. Shah, Shri Vikas H. Shah and Shri Chimanbhai V. Thakker, is entitled to develop several properties inter-alia the said property by constructing buildings thereon on obtaining necessary permissions and sanctions from the Authorities Concerned.

Dated : 14th February, 2011


Advocate

Title\Shailesh Shah - 140211