

**SHAH & SANGHAVI** (Regd.)  
**ADVOCATES, SOLICITORS**  
**& PATENT AGENTS**

PHONES : 2285 57 55/56  
2285 35 92/93  
FAX : 91-22-2284 5040  
E-mail : info@snsattorneys.com

OFFICE NO. 114/115, 11TH FLOOR,  
MITTAL COURT, 'A' WING,  
NARIMAN POINT, MUMBAI - 400 021.

PJS/PB/11827/2017

**TO WHOMSOEVER IT MAY CONCERN**

Sub: All that piece or parcel of land lying and being at Village Malvani, Taluka Borivali Mumbai Suburban District bearing Survey No. 44, Hissa No. 1 corresponding to C.T.S. No. 507 admeasuring 44,718.25 sq.mtrs. equivalent to 53,482 sq. yds.

**DEVELOPERS: M/S. GURUKRUPA DEVELOPERS  
(D.N.NAGAR PROJECT)**

1. In respect of the captioned property we have issued our Certificate of Title dated 30<sup>th</sup> April, 2011 and Further Certificate of Title dated 3<sup>rd</sup> September, 2014, photocopies whereof are annexed hereto and marked at **ANNEXURE-"A"** and **ANNEXURE-"B"** respectively. Subsequently, we have caused a further Search to be undertaken with the office of the Sub-Registrar of Assurances at Bandra and Mumbai (Manual Index) for the period 2014 to 2017; with the office of the Sub-Registrar of Assurances at Goregaon (Manual Index and Computerized Index) for the period 2014 to 2017; with the office of the Sub-Registrar of Assurances at Borivali (Computerized Index) for the period 2014 to 2017 and on the basis thereof, we issue further certificate of title in continuation of our certificate of title dated 30<sup>th</sup> April, 2011 and Further Certificate of Title dated 3<sup>rd</sup> September, 2014 as under:

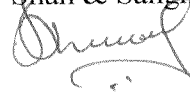
- a. M/s. Gurukrupa Developers (D. N. Nagar Project) have executed a Lease on 28<sup>th</sup> December, 2016 which is registered with the office of the Sub-Registrar of Assurances at Borivali No. 1 under Sr. No. BRL-1/12055/2016 on 28<sup>th</sup> December, 2016 in favour of Reliance Infrastructure Limited for an area admeasuring 316 sq. mtrs. for a period of 99 years at yearly rent of Rs.1/- for setting up Receiving station/ Sub-stations.
- b. M/s. Gurukrupa Developers (D. N. Nagar Project) have executed a Lease on 7<sup>th</sup> February, 2017 which is registered with the office of the Sub-Registrar of Assurances at Borivali No. 1 under Sr. No. BRL-1/1330/2017 in favour of Reliance Infrastructure Ltd. for setting up Sub-station No. 1, Sub-station No. 2 and Sub-station No. 3 in aggregate admeasuring 160 Sq. Mts. for a period of 99 years at yearly rent of Rs.1/-.

*For Shah & Sanghavi*

2. Thus, subject to what is provided in our earlier Certificate of Title dated 30<sup>th</sup> April, 2011 and further Certificate of Title dated 3<sup>rd</sup> September, 2017, and subject to the lease created in favour of Reliance Infrastructure Limited as stated hereinabove. M/s. Gurukrupa Developers (D.N. Nagar Project) are entitled to develop the captioned property, construct a building with Wings, sell the Apartments therein and ultimately convey the captioned property in favour of the Apex Body to be formed by the Societies that would be formed by the purchasers/ Allottees.

Dated this 21<sup>st</sup> day of July, 2017.

For M/s. Shah & Sanghavi



Partner

PJS/11827/2011

**TO WHOMSOEVER IT MAY CONCERN**

Sub: All that piece or parcel of land lying and being at Village Malvani, Taluka Borivali Mumbai Suburban District bearing Survey No. 44, Hissa No. 1 corresponding to C.T.S. No. 507 admeasuring 44,718.25 sq.mtrs. equivalent to 53,482 sq. yds.

**DEVELOPERS: M/S. GURUKRUPA DEVELOPERS  
(D.N.NAGAR PROJECT)**

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1. We have caused the Search to be taken with the office of the Sub-Registrar of Assurances at Bandra (Manual Index) from 1932 to 1948 and from 1958 to 2011; with the office of Sub-Registrar of Assurances at Vasai (Manual Index) from 1948 to 1957; with the office of the Sub-Registrar of Assurances at Mumbai (Manual Index) from 1932 to 2011; with the office of the Sub-Registrar of Assurances at Goregaon (Computerized Index) from 2002 to 2011; with the office of the Sub-Registrar of Assurances at Borivali (Computerized Index) from 2005 to 2011; and with the office of the Sub-Registrar of Assurances at Magathane (Computerized Index) from 2007 to 2011. We have also caused to be procured Revenue Record in Form No. 6/12, 7/12 and Property Card and on the basis thereof, we report as under:

- (a) The Government of Maharashtra are the Owners of the captioned property, who had given the same on "Ek Sali" (Yearly) lease for Agricultural purposes to one Mr. Damu Shinvar Vaity alias Koli. On perusal of the Revenue Record it appears that the name of the said Damu Shinwar Vaity @ Koli was recorded as "Kul Khand and Pick Pani" till the year 1979;



(b) We have been informed that Mr. Damu Shinvar Vaity alias Koli died intestate at Mumbai on 19<sup>th</sup> October, 1964, leaving behind the following persons as his only heirs and legal representatives according to the law by which he was being governed at the time of his death:


- (i) Smt. Sovaribai Damu Vaity alias Koli (Widow)
- (ii) Mr. Jagan (also known as Jagannath) Damu Vaity alias Koli (Son)
- (iii) Mr. Baliram Damu Vaity alias Koli (Son)
- (iv) Ms. Gopubai Damu Vaity alias Koli (Daughter)
- (v) Smt. Zilubai Laxman Vaity alias Koli (Married Daughter)

(c) We have been informed that the said Jagan Damu Koli (also known as Jagannath Damu Vaity alias Koli) died at Mumbai on 1<sup>st</sup> February, 1979 leaving behind the following persons as his only heirs and legal representatives according to the law by which he was being governed at the time of his death:

- (i) Smt. Bhanubai Jagannath Vaity alias Koli (Widow)
- (ii) Smt. Shubhangi Janak Shah (Married Daughter)

(d) We have been informed that the said Baliram Damu Vaity alias Koli died at Mumbai on 4<sup>th</sup> October, 1988, leaving behind his wife Smt. Vatsala Baliram Vaity alias Koli as his only heir and legal representative according to the law by which he was being governed at the time of his death;

(e) We have been informed that the said Smt. Sovaribai Wd/o. Damu Vaity alias Koli died at Mumbai on 12<sup>th</sup> July, 1989 leaving behind the



following persons as her only heirs and legal representatives according to the law by which she was being governed at the time of her death:

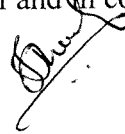
- (i) Ms. Gopubai Damu Vaity alias Koli (unmarried Daughter)
  - (ii) Smt. Zilubai Laxman Vaity alias Koli (Married Daughter)
  - (iii) Smt. Bhanubai Jagannath Vaity alias Koli (widow of pre-deceased son)
  - (iv) Smt. Shubhangi Janak Shah (Granddaughter)
  - (v) Smt. Vatsala Baliram Vaity alias Koli (widow of pre-deceased son)
- (f) The said Ms. Gopubai Damu Vaity alias Koli died intestate as a spinster at Mumbai on 21<sup>st</sup> January, 2006 leaving behind the following persons as her only heirs and legal representatives according to the law by which she was being governed at the time of her death:
- (i) Smt. Zilubai Laxman Vaity alias Koli (married sister)
  - (ii) Smt. Bhanubai Jagannath Vaity alias Koli (widow of pre-deceased brother)
  - (iii) Smt. Shubhangi Janak Shah Nee Shubhangi Jagannath Vaity alias Koli (daughter of pre-deceased brother)
  - (iv) Smt. Vatsala Baliram Vaity alias Koli (widow of pre-deceased brother)

2. In view of Government of Maharashtra not having renewed the yearly lease in favour of the legal heirs of late Damu Shinwar Vaity alias Koli, on and after 1979 the legal heirs of late Damu Shinwar Vaity alias Koli instituted a suit in the City Civil Court at Bombay being Suit No. 3663 of 2000 against the Government of Maharashtra, inter alia, praying for declaration that the legal heirs of late Damu Shinwar Vaity alias Koli are the Lessees in respect

*(Signature)*

of the captioned property for 999 years. The said Suit No. 3663 of 2000 came to be dismissed by an Order dated 29<sup>th</sup> August, 2006. Being aggrieved with the said Order & Judgment dated 29<sup>th</sup> August, 2006, the legal heirs of late Damu Shinwar Vaity alias Koli filed First Appeal No. 383 of 2007 in the High Court of Judicature at Bombay.

3. During the pendency of the said First Appeal No. 383 of 2007 in the High Court of Judicature at Bombay; Smt. Vatsala Baliram Vaity alias Koli, Bhanubai Jagannath Vaity alias Koli, Smt. Shubhangi Janak Shah Nee Shubhangi Jagannath Vaity alias Koli and Smt. Zilubai Laxman Vaity alias Koli entered into an Agreement with M/s. Gurukrupa Developers (D. N. Nagar Projects) on 27<sup>th</sup> June, 2007 thereby agreeing to sale, transfer and assign all their rights in respect of the captioned property unto M/s. Gurukrupa Developers (D.N. Nagar Project) for the consideration and on the terms and conditions set out therein.
4. The Government of Maharashtra granted occupancy rights as Occupants Class II unto Smt. Vatsala Baliram Vaity alias Koli, Smt. Bhanubai Jagannath Vaity alias Koli, Smt. Shubhangi Janak Shah Nee Shubhangi Jagannath Vaity alias Koli with the consent, confirmation and knowledge of Smt. Zilubai Laxman Vaity alias Koli under Sections 20, 31 and 40 of the Maharashtra Land Revenue Code read with Rules 11 (1) (i), 12 (3) (i) and 14 (c) (iii) of Disposal of Government Land Rules, 1971 by executing an Agreement on 19<sup>th</sup> September, 2009 which is registered with the office of the Sub-Registrar of Assurances at Borivali No.5 under Sr. No. BDR-11/10524/2009; on the terms and conditions set out therein, one of the term being to withdraw the pending litigation. In terms of and in compliance of the



said Agreement dated 19<sup>th</sup> September, 2009, the First Appeal No. 383 of 2007 has been withdrawn on 24<sup>th</sup> September, 2009.

5. By a Deed of Development dated 30<sup>th</sup> December, 2009 executed between (1) Smt. Vatsala Baliram Vaity alias Koli, (3) Smt. Bhanubai Jagannath Vaity alias Koli, (3) Smt. Shubhangi Janak Shah Nee Shubhangi Jagannath Vaity alias Koli, therein referred to as "the Owners" and M/s. Gurukrupa Developers (D. N. Nagar Project), therein referred to as "the Developer"; the Owners therein granted unto the Developer therein the development rights in respect of the captioned property for the consideration and on the terms and conditions set out therein. The said Deed of Development dated 30<sup>th</sup> December, 2009 is attached to the Deed of Confirmation dated 13<sup>th</sup> October, 2010 between the Owners and the Developers therein and is duly registered with the office of the Sub-Registrar of Assurances at Borivali No. 7 under Sr. No. BDR-16/10659/2010.

6. In furtherance of the said Agreement dated 19<sup>th</sup> September, 2009, referred to in paragraph 4 above M/s. Gurukrupa Developers (D. N. Nagar Project), therein referred to as "the Grantee and duly confirmed by Smt. Vatsala Baliram Vaity alias Koli, Smt. Bhanubai Jagannath Vaity alias Koli, Smt. Shubhangi Janak Shah Nee Shubhangi Jagannath Vaity alias Koli by they having joining in the execution thereof; executed Agreement on 22<sup>nd</sup> February, 2011 which is duly registered with the office of the Sub-Registrar of Assurances at Borivali No. 3 under Sr. No. BDR-6/2139/2011 in the presence of the Collector, Mumbai Suburban District. The said Agreement is executed by M/s. Gurukrupa Developers (D. N. Nagar Project) in form



No. XIII under Rule 42 (1)(b) of Disposal of Government of Land Rules 1971.

7. By a Deed of Confirmation dated 16<sup>th</sup> March, 2011 registered with the office of the Sub-Registrar of Assurances at Borivali No. 5 under Sr. No. BDR-11/2472/2011 executed by Smt. Zilubai Laxman Vaity alias Koli Nee Zilubai Damu Shinwar Vaity alias Koli of the First Part **AND** (1) Smt. Vatsala Baliram Vaity alias Koli, (2) Smt. Bhanubai Jaganath Vaity alias Koli, (3) Smt. Shubhangi Janak Shah nee Shubhangi Jagannath Vaity alias Koli of the Second Part; **AND** (1) Pandurang Laxman Vaity (2) Aruna Pandurang Vaity (3) Prashant Pandurang Vaity (4) Ankita Pandurang Vaity and (5) Jignesh Pandurang Vaity, of the Third Part **AND** (1) Miss Parvati Laxman Koli, (2) Miss Priya Mhadev Yeru, (3) Mr. Dhangar Laxman Koli, (4) Miss Sharda Laxman Koli, (5) Mrs. Laxmi Anil Khichre nee Laxmi Laxman Koli and (6) Miss Reshma Laxman Koli, of the Fourth Part **AND** M/s. Gurukrupa Developers (D. N. Nagar Project) of the Fifth Part; the parties thereto confirmed the execution of the Deed of Development dated 30<sup>th</sup> December, 2009, and on the terms and conditions set out therein.
8. At the request of M/s. Gurukrupa Developers (D. N. Nagar Project), office of Collector, BSD, vide their letter dated 1<sup>st</sup> April, 2011 addressed to Executive Engineer, (Building Proposal), Western Suburb; granted the permission for the development of 41390.10 sq. mtrs. equivalent to 49502.55 sq. yds. of the captioned property and on the terms and conditions set out therein. Accordingly, M/s. Gurukrupa Developers (D. N. Nagar Project) and thus M/s. Gurukrupa Developers (D. N. Nagar Project) are entitled to develop 41390.10 sq.mtrs. equivalent to 49502.55 sq.yds. of the captioned property.

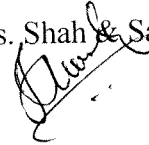




9. Thus, subject to what is provided in the Agreement dated 19<sup>th</sup> September, 2009 read with Agreement executed on 22<sup>nd</sup> February, 2011 referred to in paragraphs 4 and 5 above respectively and subject to what is provided hereinabove, M/s. Gurukrupa Developers (D.N. Nagar Project) are entitled to develop the captioned property construct building, sell the premises therein and ultimately convey the captioned property in favour of one or more Societies.

Dated this 30<sup>th</sup> day of April, 2011.

For M/s. Shah & Sanghavi



Partner

PJS/PB/11827/2014

**TO WHOMSOEVER IT MAY CONCERN**

Sub: All that piece or parcel of land lying and being at Village Malvani, Taluka Borivali Mumbai Suburban District bearing Survey No. 44, Hissa No. 1 corresponding to C.T.S. No. 507 admeasuring 44,718.25 sq.mtrs. equivalent to 53,482 sq. yds.

**DEVELOPERS: M/S. GURUKRUPA DEVELOPERS  
(D.N.NAGAR PROJECT)**

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1. In respect of the captioned property we have issued our Certificate of Title dated 30<sup>th</sup> April, 2011. We have now caused the further Search to be taken with the office of the Sub-Registrar of Assurances at Goregaon (Computerized Index) for the period 2012 to 2014; with the office of the Sub-Registrar of Assurances at Borivali (Computerized Index) for the period 2012 to 2014; and with the office of the Sub-Registrar of Assurances at Magathane (Computerized Index) for the period 2012 to 2014 and on the basis thereof, we issue further certificate of title in continuation of our certificate of title dated 30<sup>th</sup> April, 2011 as under:
  - a. By a Deed of Mortgage dated 26<sup>th</sup> September, 2013 registered with the office of the Sub-Registrar of Assurances at Borivali No. 3 under Sr. No. BRL-3/5556/2013 read with the Deed of Rectification dated 28<sup>th</sup> October, 2013 registered with the office of the Sub-Registrar of Assurances at Borivali No. 3 under Sr. No. BRL-3/6109/2013 executed between M/s. Gurukrupa Developers (D. N. Nagar Project) therein referred to as 'the Mortgagor' and M/s. Gurukrupa Developers (D. N. Nagar Project) therein referred to as 'the Borrower' and Union Bank of India therein referred to as 'the Mortgagee'; in consideration of the loan to be advanced by the Mortgagee to the Borrower; the Borrower/Mortgagor therein mortgaged the captioned property in



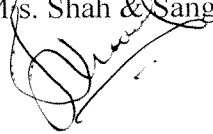
favour of the Mortgagee therein on the terms and conditions set out therein.

- b. By a Deed of Mortgage/Extension of Further Charge (without possession) dated 13<sup>th</sup> May, 2014, registered with the office of the Sub-Registrar of Assurances at Borivali under Sr. No. BRL-3/2733/2014 executed by and between M/s. Gurukrupa Developers (D.N. Nagar Project), therein referred to as “the Mortgagors/Borrowers” of the First Part, Union Bank of India, therein referred to as “UBI” or “the Lead Bank” of the Second Part and Bank of Baroda, therein referred to as “BOB”; in furtherance of the consideration of the loan advanced / agreed to be advanced by the Mortgagees to the Mortgagors/Borrowers, the Mortgagors/Borrowers mortgaged the captioned property in favour of the Mortgagees therein, they having a pari passu charge thereon, on the terms and conditions set out therein.

2. Thus, subject to what is provided in our earlier Certificate of Title dated 30<sup>th</sup> April, 2011 and subject to the mortgage created in favour of Union Bank of India and Bank of Baroda as provided hereinabove, M/s. Gurukrupa Developers (D.N. Nagar Project) are entitled to develop the captioned property construct building, sell the premises therein and ultimately convey the captioned property in favour of one or more Societies.

Dated this 3<sup>rd</sup> day of September, 2014.

For M/s. Shah & Sanghavi

  
Partner