

Ref. No.

TO WHOMSOEVER IT MAY CONCERN

1. I have investigated the title to the land bearing Old Survey No.401, New Survey No. 55, Hissa No. 3/B, admeasuring 740 sq. meters, Old Survey No. 401, New Survey No. 55, Hissa No. 3/C, admeasuring 736 sq. meters, Old Survey No. 401, New Survey No. 55, Hissa No. 4/B, admeasuring 1320 sq. meters and Old Survey No. 401, New Survey No. 55, Hissa No. 6, admeasuring 880 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 collectively referred to as the said "**First Property**") owned by M/s. Orbit Properties and have to state as hereunder:

- i) Mrs. Philomena Jerome Rodricks, Mrs. Iona Fayyaz Pathan, Ms. Veronica Jerome Rodricks, Mr. Austin Jerome Rodricks, Ms. Belinda Jerome Rodricks, Ms. Novy Jerome Rodricks and Mr. Bryn Jerome Rodricks were the original owners of the said first property.
- ii) By an Agreement for Sale, dated 26th September, 1994, Mrs. Philomena Jerome Rodricks, Mrs. Iona Fayyaz Pathan, Ms. Veronica Jerome Rodricks, Mr. Austin Jerome Rodricks, Ms. Belinda Jerome Rodricks, Ms. Novy Jerome Rodricks and Mr. Bryn Jerome Rodricks (hereinafter jointly and collectively referred to as the "Said Original Owners") had agreed to sell the said first property to M/s. Prince Builders and Developers at the price and on the terms and conditions therein contained.

- iii) By an Agreement, dated 13th December, 1994, M/s.Prince Builders and Developers, in its turn agreed to sell the said first property to M/s. Dulara Construction Pvt. Ltd., at the price and on the terms and conditions therein contained.
- iv) An Agreement for Sale, dated 26th September, 1994, executed by and between the original owners and M/s. Prince Builders and Developers in respect of the said first property was not materialized in view of the fact that Shri Rajaram Mhatre and others were claiming their right of tenancy in respect of the said first property and as a result, Mr. Arshad Siddiqui and Shri Yusuf Ghous Khan had agreed to purchase the said first property for and on behalf of M/s. Orbit Properties from the original owners vide an Agreement, dated 14th December, 2002.
- v) M/s. Dulara Construction Pvt. Ltd., had filed a Special Civil Suit No.533 of 2002, in the Court of Civil Judge (S.D.) Thane against M/s. Prince Builders and Developers for specific performance of contract in respect of the said first property.
- vi) The tenancy rights claimed by Shri Rajaram Mhatre and others in respect of the said first property had been negetivated by the Tenancy Court in the tenancy proceeding adopted by Shri Rajaram Mhatre and others against the original owners and as a result, Shri Rajaram Mhatre and others had settled their claim of tenancy in respect of the said first property with the original owners and accordingly, the original owners and Shri Rajaram Mhatre and others had filed a consent term in Writ Petition No. 3728 of 2006 which was pending in the Hon'ble High Court of Judicature

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at Bombay between the parties thereto in respect of the said first property.

- vii) By a Deed of Release, dated 16th August, 2005, Mr. Yusuf Ghous Khan had released, relinquished and given up all his right, title, interest and share in the said first property in favour of Mr. Arshad Siddiqui, who was one of the partners of M/s. Orbit Properties.
- viii) By an Agreement for Sale cum Development, dated 31st December, 2009, registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-2/2648/2010, dated 15th February, 2010, the original owners with the consent and confirmation of M/s. Prince Builders and Developers, M/s. Dulara Construction Pvt. Ltd. and Mr. Arshad Siddiqui agreed to sell the said first property to M/s. Orbit Properties at the price and on the terms and conditions stipulated therein. In pursuance of an Agreement for Sale cum Development, dated 31st December, 2009, the original owners had also executed Power of Attorney in favour of the partners of M/s. Orbit Properties, conferring upon them several powers inter-alia power to sell the said first property to the person or persons of their choice including power to execute the agreements, deed of conveyances and/or any other instruments in favour of the purchasers thereof and to lodge the same for registration in the office of Sub-Registrar of Assurances and to admit the execution thereof before the Sub-Registrar of Assurances.

- ix) The partnership firm of M/s. Orbit Properties consisting of total six partners namely Mr. Jordan Stephen Pereira, Mr. Arshad Kalmeem Siddiqui, Shri Ramesh Mohanlal Mehta, Shri Himansu Anantrai Magdani, Shri Habib Farooki and Shri Sunil R. Choudhari. Shri Sunil R. Choudhari, being one of the partners of M/s. Orbit Properties, died intestate on 8th May, 2010, leaving behind his widow Smt. Sunita Sunil Choudhari as his heir and legal representative. By a Deed of Partnership, dated 24th May, 2010, Smt. Sunita Sunil Choudhari, being the widow of late Shri Sunil R. Choudhari was inducted as one of the partners in the partnership business of M/s. Orbit Properties.
- x) By a Deed of Retirement, dated 25th September, 2010, Mr. Arshad A. Siddiqui and Mr. Habib Farooki retired from the partnership business of M/s. Orbit Properties and thereupon, Mr. Arshad A. Siddiqui and Mr. Habib Farooki had give up their share in the said first property in favour of continuing partners of M/s. Orbit Properties by executing a Deed of Release, dated 25th September, 2010 to that effect.
- xi) By a Deed of Confirmation, dated 4th March, 2010, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-2/02844/2010, dated 4th March, 2010, the original owners had confirmed and ratified an Agreement for Sale cum Development, dated 31st December, 2009, executed by and between the parties thereto in respect of the said first property.

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- xii) By an Deed of Conveyance, dated 27th July, 2012, registered in the Office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-7/5391/2012, dated 27th July, 2012, the original owners had sold, transferred and conveyed the said first property to M/s. Orbit Properties for the consideration mentioned therein.

2. I have also investigated the title to the land bearing Old Survey No.401, New Survey No. 55, Hissa No. 3/A, admeasuring 730 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 **"Second Property"** for the sake of brevity and convenience) owned by Shri Rajaram Narayan Mhatre, Shri Jagannath Narayan Mhatre, Shri Pandurang Narayan Mhatre, Shri Sudhir Ramchandra Mhatre, Smt. Lalita Ravindra Bhoir nee Lalita Ramchandra Mhatre, Smt. Godavari Ramchandra Mhatre, Shri Ashok Harishchandra Mhatre, Smt. Kirti Dilip Mahdik, Shri Rajesh Harishchandra Mhatre, Shri Dharmendra Harishchandra Mhatre, Shri Ajay Harishchandra Mhatre, Smt. Lata Anant Bhoskar, Smt. Anjali Laxman Mhatre and Smt. Asha Ashok Kasar and have to state as hereunder:

- i) Mr. Kalmeth Augustine Ludricks was the original owner of several properties inter-alia the second property.
- ii) By a Deed of Conveyance, dated 28th February, 1952, Mr. Kalmeth Augustine Ludricks had sold, transferred and conveyed the second property to Shri Narayan Budhya Mhatre for the consideration mentioned therein and accordingly, the name of Shri Narayan Budhya Mhatre came to be recorded in

the 7/12 Extract of the second property vide a Mutation Entry No. 468, dated 14th March, 2000.

- iii) Shri Narayan Budhya Mhatre had five sons namely Shri Harishchandra Narayan Mhatre, Shri Rajaram Narayan Mhatre, Shri Jagannath Narayan Mhatre, Shri Pandurang Narayan Mhatre and Shri Ramchandra Narayan Mhatre. Shri Ramchandra Narayan Mhatre died intestate leaving behind him Shri Sudhir Ramchandra Mhatre, Smt. Lalita Ravindra Bhoir nee Lalita Ramchandra Mhatre and Smt. Godavari Ramchandra Mhatre as his heirs and legal representatives.
- iv) Shri Narayan Budhya Mhatre died intestate in or about 1982 leaving behind Shri Harishchandra Narayan Mhatre, Shri Rajaram Narayan Mhatre, Shri Jagannath Narayan Mhatre, Shri Pandurang Narayan Mhatre, Shri Sudhir Ramchandra Mhatre, Smt. Lalita Ravindra Bhoir nee Lalita Ramchandra Mhatre and Smt. Godavari Ramchandra Mhatre as his heirs and legal representatives entitled to the estate of the deceased including the said second property.
- v) By a Mutation Entry No. 494, dated 2nd January, 2003, the names of Shri Harishchandra Narayan Mhatre, Shri Rajaram Narayan Mhatre, Shri Jagannath Narayan Mhatre, Shri Pandurang Narayan Mhatre, Shri Sudhir Ramchandra Mhatre, Smt. Lalita Ravindra Bhoir nee Lalita Ramchandra Mhatre and Smt. Godavari Ramchandra Mhatre came to be recorded in the 7/12 Extract of the second property as the heirs of late Shri Narayan Budhya Mhatre.

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- vi) By a Development Agreement, dated 19th August 2003, Shri Harishchandra Narayan Mhatre and others had granted the development rights of the second property to Shri Vishal Dilip Shah at the price and on the terms and conditions stipulated therein. In pursuance of the said Development Agreement, dated 19th August, 2003, Shri Harishchandra Narayan Mhatre and others had executed an Irrevocable General Power of Attorney in favour of Shri Vishal Dilip Shah conferring upon him several powers inter-alia power to sell the second property to the person or persons of his choice.
- vii) Shri Harishchandra Narayan Mhatre died intestate leaving behind him Smt. Hamsa Harishchandra Mhatre (since deceased), Shri Ashok Harishchandra Mhatre, Smt. Kirti Dilip Mahdik, Shri Rajesh Harishchandra Mhatre, Shri Dharmendra Harishchandra Mhatre, Shri Ajay Harishchandra Mhatre, Smt. Lata Anant Bhoskar, Smt. Anjali Laxman Mhatre and Smt. Asha Ashok Kasar as his heirs and legal representatives entitled to the undivided share of the deceased in the second property.
- viii) By an Agreement for Development, dated 12th October, 2012, registered in the Office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/07132/2012, dated 12th October, 2012, Shri Ashok Harishchandra Mhatre and others with the consent and confirmation of Shri Vishal Dilip Shah had assigned the development rights in respect of the second property to M/s. Orbit Properties at the price and on the terms and conditions stipulated therein. In pursuance of the said Agreement for

Development, dated 12th October, 2012, Shri Ashok Harishchandra Mhatre and others had executed an Irrevocable General Power of Attorney, dated 10th October, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/07133/2012, 12th October, 2012 in favour of partners of M/s. Orbit Properties conferring upon them several powers inter-alia power to develop the said second property by constructing buildings thereon.

- ix) M/s. Orbit Properties and M/s. Unique Shanti Developers Pvt. Ltd., had entered into an Agreement, dated 31st December, 2012, registered in the Office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/2384/2013, dated 28th March, 2013 to develop the said first and second property in joint venture known as "M/s. Unique Shanti Realtors".

3. M/s. Unique Shanti Developers Pvt. Ltd., came to be converted to Limited Liability Partnership in the name and style of M/s. Unique Shanti Developers LLP and accordingly, Government of India, Ministry of Corporate Affairs had issued Certificate of Registration on conversion of M/s. Unique Shanti Developers Pvt. Ltd. to M/s. Unique Shanti Developers LLP, dated 25th November, 2014.

4. Mira Bhayandar Municipal Corporation had sanctioned the plan of a building consisting of stilt + 4 upper floors to be constructed on an area admeasuring 2070.41 sq. meters forming the portion of land bearing Old Survey No. 401, New Survey No. 55, Hissa No.3/A, 3/B, 3/C and 6, situate, lying and being at Village Goddeo, Taluka and District

Ref. No. Thane, vide V.P.MB/MNP/NR/2080/2014-15, dated 12th November, 2014.

5. Mira Bhayandar Municipal Corporation had sanctioned the plan of a building consisting of stilt + 4 upper floors to be constructed on an area admeasuring 785.80 sq. meters forming the portion of land bearing Old Survey No. 401, New Survey No. 55, Hissa No.4/B, situate, lying and being at Village Goddeo, Taluka and District Thane, vide V.P. No. MB/MNP/NR/2079/2014-15, dated 12th November, 2014.

6. Mira Bhayandar Municipal Corporation had issued the Commencement Certificate No. MB/MNP/NR/2079/2014-15, dated 12th November, 2014 and Commencement Certificate No. MB/MNP/NR/2080/2014-15, dated 12th November, 2014 to commence with the work of construction of the building in the layout of the first and second property.

7. I have also taken the searches in the office of Sub-Registry of Thane from 1983 to till date and during the course of my searches, I have come across the following documents pertaining to the said first and second property and save and except the following documents, I have not come across any other registered instruments pertaining to the said first and second property;

- i) Agreement for Sale cum Development, dated 31st December, 2009, registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-2/2648/2010, dated 15th February, 2010, executed by Mrs. Philomena Jerome Rodricks, Mrs.Iona Fayyaz Pathan, Ms. Veronica Jerome Rodricks, Mr. Austin Jerome Rodricks, Ms. Belinda Jerome Rodricks, Ms. Novy Jerome Rodricks and Mr. Bryn Jerome

Rodricks with the consent and confirmation of M/s. Prince Builders and Developers, M/s. Dulara Construction Pvt. Ltd. and Mr. Arshad Siddiqui in favour of M/s. Orbit Properties in respect of the first property.

- ii) Deed of Confirmation, dated 4th March, 2010, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-2/02844/2010, dated 4th March, 2010, executed by Mrs. Veronica Bona Faria nee Ms. Veronica Jerome Rodricks, Mrs. Belinda Rocky D'mello nee Ms. Belinda Jerome Rodricks, Mrs. Iona Fayyaz Pathan nee Ms. Iona Jerome Rodricks and Mrs. Novy Archis Patankar nee Ms. Novy Jerome Rodricks to confirm and ratify the execution of an Agreement for Sale cum Development, dated 31st December, 2009 by and between the parties thereto in respect of the first property
- iii) Deed of Conveyance, dated 27th July, 2012, registered in the Office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-7/5391/2012, dated 27th July, 2012, executed by Mrs. Philomena Jerome Rodricks, Mrs.Iona Fayyaz Pathan, Ms. Veronica Jerome Rodricks, Mr. Austin Jerome Rodricks, Ms. Belinda Jerome Rodricks, Ms. Novy Jerome Rodricks and Mr. Bryn Jerome Rodricks in favour of M/s.Orbit Properties in respect of the first property.
- iv) Agreement for Development, dated 12th October, 2012, registered in the Office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/07132/2012, dated 12th October, 2012, executed by Shri Ashok Harishchandra Mhatre and others with the consent and confirmation of

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Shri Vishal Dilip Shah in favour of M/s. Orbit Properties in respect of the second property.

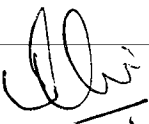
- v) Irrevocable General Power of Attorney, dated 10th October, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/07133/2012, dated 12th October, 2012, executed by Shri Ashok Harishchandra Mhatre and others in favour of partners of M/s. Orbit Properties in respect of the second property
- vi) Joint Venture Agreement, dated 31st December, 2012, registered in the Office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/2384/2013, dated 28th March, 2013, executed by and between M/s. Orbit Properties and M/s. Unique Shanti Developers Pvt. Ltd. now known as M/s. Unique Shanti Developers LLP, to develop the said first and second property in the Joint Venture known as "M/s. Unique Shanti Realtors".

8. On the whole on the basis of Search Report 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 first property viz. land bearing Old Survey No. 401, New Survey No. 55, Hissa No. 3/B, admeasuring 740 sq. meters, Old Survey No. 401, New Survey No. 55, Hissa No. 3/C, admeasuring 736 sq. meters, Old Survey No. 401, New Survey No. 55, Hissa No. 4/B, admeasuring 1320 sq. meters and Old Survey No. 401, New Survey No. 55, Hissa No. 6, admeasuring 880 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of Mira Bhayandar Municipal Corporation owned by M/s. Orbit Properties is clear, marketable and free from all encumbrances.

9. I also hereby state and certify that the title to the second property viz. land bearing Old Survey No. 401, New Survey No. 55, Hissa No. 3/A, admeasuring 730 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of Mira Bhayandar Municipal Corporation, owned by Shri Rajaram Narayan Mhatre, Shri Jagannath Narayan Mhatre, Shri Pandurang Narayan Mhatre, Shri Sudhir Ramchandra Mhatre, Smt. Lalita Ravindra Bhoir nee Lalita Ramchandra Mhatre, Smt. Godavari Ramchandra Mhatre, Shri Ashok Harishchandra Mhatre, Smt. Kirti Dilip Mahdik, Shri Rajesh Harishchandra Mhatre, Shri Dharmendra Harishchandra Mhatre, Shri Ajay Harishchandra Mhatre, Smt. Lata Anant Bhoskar, Smt. Anjali Laxman Mhatre and Smt. Asha Ashok Kasar is clear, marketable and free from all encumbrances.

10. I further hereby state and certify that M/s. Unique Shanti Realtors is entitled to construct a building consisting of stilt plus four upper floors in the layout of the first property and a building consisting of stilt plus four upper floors in the layout of the second property as per the permissions and sanctions granted by the authorities concerned.

Date : 6th May, 2015.


Advocate