

TO WHOMSOEVER IT MAY CONCERN

I. I have investigated the title to the land bearing Old Survey No.312, New Survey No.44, Hissa No.4, admeasuring 5080 sq. meters, situate, lying and being at Village Goddeo, Bhayandar (East), Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation and have to state as hereunder;

1. Shri Harishchandra Vinayak Thakur was the owner of land bearing Old Survey No.312, New Survey No.44, Hissa No.4, admeasuring 5080 sq. meters, situate, lying and being at Village Goddeo, Bhayandar (East), 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 "**Larger Property**").
2. By an Agreement, dated 21st February, 1995 (for short hereinafter referred to as the "**First Agreement**") Shri Harishchandra Vinayak Thakur and his family members namely Shri Jaywant Harishchandra Thakur, Shri Narendra Harishchandra Thakur, Shri Pravin Harishchandra Thakur, Shri Vijay Harishchandra Thakur and Smt. Malti Amol Patil (for short hereinafter jointly and collectively referred to as the "**Original Owners**") had jointly agreed to sell the larger property to Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel, Shri Arvind K. Shah, Mr. Bakir B. Zaveri, Mr. Allaudin B. Zaveri and Smt. Champaben C. Patel at the price and on the terms and conditions stipulated therein.
3. Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel, Shri Arvind K. Shah, Mr. Bakir B. Zaveri, Mr. Allaudin B. Zaveri and Smt. Champaben C. Patel had jointly obtained the permission from

the Addl. Collector and Competent Authority, Thane under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 (since repeal) to develop the larger property.

4. Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel, Shri Arvind K. Shah, Mr. Bakir B. Zaveri, Mr. Allaudin B. Zaveri and Smt. Champaben C. Patel could not proceed with the development of the larger property for want of access and also due to heavy market recession and accordingly, the original owners, Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel, Shri Arvind K. Shah, Mr. Bakir B. Zaveri, Mr. Allaudin B. Zaveri and Smt. Champaben C. Patel had mutually agreed to revise the terms and conditions stipulated in the first agreement.
5. By a Deed of Relinquishment, dated 1st February, 2003 (for short hereinafter referred to as the "**Second Agreement**") Mr. Bakir B. Zaveri, Mr. Allaudin B. Zaveri and Smt. Champaben C. Patel had released, relinquished and given up their right, title and interest in respect of an area admeasuring 2540 sq. meters out of the total area of the larger property in favour of Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel and Shri Arvind K. Shah.
6. In furtherance to the second agreement, the original owners, Smt. Anubai Harishchandra Thakur, being the widow of late Harishchandra Thakur had executed an Agreement for Sale, dated 1st February, 2003 (for short hereinafter referred to as the "**Third Agreement**") in favour of Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel and Shri Arvind K. Shah in respect of an area admeasuring 2540 sq. meters forming the portion of the larger property (hereinafter referred to as the "**Said Property**").

D. G. NAIK

B.Com., LL.M.
ADVOCATE, HIGH COURT

104, Saroj Plaza,
Near Maxus Mall, Flyover Road,
Bhayandar (West), Thane - 401 101,
Ph. : 28191739. Cell : 9820640511.
E-mail : adv.dgn@gmail.com

7. In furtherance to an arrangement arrived at by and between the original owners, Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel, Shri Arvind K. Shah, Mr. Bakir B. Zaveri, Mr. Allaudin B. Zaveri and Smt. Champaben C. Patel, the first agreement came to be cancelled between the parties thereto vide a Deed of Cancellation, dated 1st February, 2003 (for short hereinafter referred to as the "**Fourth Agreement**") in which Smt. Anubai Harishchandra Thakur, being the wife of Shri Harishchandra Thakur was one of the executing party.

8. In pursuance of the fourth agreement, the original owners, Smt. Anubai Harishchandra Thakur, Smt. Sangeeta Jaywant Thakur, Shri Chetan Jaywant Thakur and Shri Ketan Jaywant Thakur had executed an Irrevocable General Power of Attorney, dated 27th May, 2003 in favour of Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel and Shri Arvind K. Shah 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 a deed of conveyance in favour of the ultimate transferee thereof 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.

9. In part performance of the fourth agreement and on receipt of entire consideration from Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel and Shri Arvind K. Shah, the original owners, Smt. Anubai Harishchandra Thakur, Smt. Sangeeta Jaywant Thakur, Shri Chetan Jaywant Thakur and Shri Ketan Jaywant Thakur had jointly delivered the quiet, vacant and peaceful possession of the said property to Shri Dushyant

Chandulal Patel, Shri Anil Chandulal Patel and Shri Arvind K. Shah.

10. Smt. Anubai Harishchandra Thakur died intestate leaving behind Shri Narendra Harishchandra Thakur, Shri Pravin Harishchandra Thakur, Smt. Malti Amol Patil, Smt. Sangeeta Jaywant Thakur, Shri Chetan Jaywant Thakur and Shri Ketan Jaywant Thakur as her heirs and legal representatives.
11. During the subsistence of the fourth agreement, Shri Narendra Harishchandra Thakur, Shri Pravin Harishchandra Thakur, Smt. Malti Amol Patil, Smt. Sangeeta Jaywant Thakur, Shri Chetan Jaywant Thakur and Shri Ketan Jaywant Thakur had executed a Development Agreement, dated 31st August, 2007 (for short hereinafter referred to as the "**Fifth Agreement**") in favour of Smt. Ashwini Nandkumar Patil and Shri Bhanuram Maganlal Purohit in respect of the said property.
12. By an Agreement for Sale cum Development, dated 28th July, 2008 (for short hereinafter referred to as the "**Sixth Agreement**") Smt. Ashwini Nandkumar Patil and Shri Bhanuram Maganlal Purohit had agreed to sell the said property to Shri Pankajkumar Nareschandra Dave, proprietor of M/s. Balaji Associates for the consideration mentioned therein.
13. Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel and Shri Arvind K. Shah had filed a Suit No. 2520 of 2008 in the High Court of Judicature at Bombay against Shri Narendra Harishchandra Thakur, Shri Pravin Harishchandra Thakur, Smt. Malti Amol Patil, Smt. Sangeeta Jaywant Thakur, Shri Chetan Jaywant Thakur, Shri Ketan Jaywant Thakur, Smt. Ashwini Nandkumar Patil, Shri Bhanuram Maganlal Purohit and Shri

D. G. NAIK

B.Com., LL.M.
ADVOCATE, HIGH COURT

104, Saroj Plaza,
Near Maxus Mall, Flyover Road,
Bhayandar (West), Thane - 401 101.
Ph. : 28191739. Cell : 9820640511.
E-mail : adv.dgn@gmail.com

Pankajkumar Nareschandra Dave proprietor of M/s. Balaji Associates for seeking an order of declaration and injunction in respect of the said property.

14. Pending the hearing and final disposal of Suit No. 2520 of 2008, Shri Narendra Harishchandra Thakur, Shri Pravin Harishchandra Thakur, Smt. Malti Amol Patil, Smt. Sangeeta Jaywant Thakur, Shri Chetan Jaywant Thakur, Shri Ketan Jaywant Thakur, Smt. Ashwini Nandkumar Patil, Shri Bhanuram Maganlal Purohit and Shri Pankajkumar Nareschandra Dave, proprietor of M/s. Balaji Associates had jointly executed an Agreement for Sale, dated 14th September, 2016 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/4278/2016 (for short hereinafter referred to as the "**Seventh Agreement**") in favour of Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel and Shri Arvind K. Shah in respect of the said property.
15. By executing the seventh agreement, Shri Narendra Harishchandra Thakur, Shri Pravin Harishchandra Thakur, Smt. Malti Amol Patil, Smt. Sangeeta Jaywant Thakur, Shri Chetan Jaywant Thakur, Shri Ketan Jaywant Thakur, Smt. Ashwini Nandkumar Patil, Shri Bhanuram Maganlal Purohit and Shri Pankajkumar Nareschandra Dave, proprietor of M/s. Balaji Associates had given up their right, title and interest in the said property in favour of Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel and Shri Arvind K. Shah for the consideration mentioned therein.
16. In pursuance of the seventh agreement, Shri Narendra Harishchandra Thakur, Shri Pravin Harishchandra Thakur, Smt. Malti Amol Patil, Smt. Sangeeta Jaywant Thakur, Shri Chetan Jaywant Thakur, Shri Ketan Jaywant Thakur, Smt. Ashwini

Nandkumar Patil, Shri Bhanuram Maganlal Purohit and Shri Pankajkumar Nareschandra Dave, proprietor of M/s. Balaji Associates had executed an Irrevocable Power of Attorney, dated 14th September, 2016 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No.TNN-4/4279/2016 in favour of Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel and Shri Arvind K. Shah conferring upon them several powers inter-alia power to sell and/or develop the said property by constructing building thereon.

17. Shri Narendra Harishchandra Thakur, Shri Pravin Harishchandra Thakur, Smt. Malti Amol Patil, Smt. Sangeeta Jaywant Thakur, Shri Chetan Jaywant Thakur, Shri Ketan Jaywant Thakur, Smt. Ashwini Nandkumar Patil, Shri Bhanuram Maganlal Purohit, Shri Pankajkumar Nareschandra Dave, proprietor of M/s.Balaji Associates, Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel and Shri Arvind K. Shah had filed a Compromise Pursis in Suit No. 2520 of 2008 and in terms of Compromise Pursis, the Hon'ble High Court of Judicature at Bombay was pleased to dispose off Suit No. 2520 of 2008 vide an Order, dated 23rd June, 2017.
18. By virtue of the seventh agreement and an Order, dated 23rd June, 2017 passed by the Hon'ble High Court of Judicature at Bombay in Suit No. 2520 of 2008, Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel and Shri Arvind K. Shah became entitled to hold and possess the said property in their own rights as the bonafide purchasers thereof.
19. The following permissions and sanctions are being granted by the concerned authorities as mentioned hereunder in respect of the larger property which includes the said property;

D. G. NAIK

B.Com., LL.M.

ADVOCATE, HIGH COURT

104, Saroj Plaza,
Near Maxus Mall, Flyover Road,
Bhayandar (West), Thane - 401 101.
Ph. : 28191739. Cell : 9820640511.
E-mail : adv.dgn@gmail.com

- i) Order No. ULC/TA/WSHS-20/SR-889, dated 8th May, 1995 from the Addl. Collector and Competent Authority (Urban Land Ceiling) Thane to develop the said property and Extension Order No.ULC/TA/ ATP/ Section 20/ Extension/SR-889/07/2018/327, dated 17th July, 2018.
 - ii) N.A. Permission No. Revenue/K-1/T-1/NAP/SR-91/2008, dated 3rd June, 2008 read with Permission No. SR-126/2003, dated 11th May, 2005 from the Collector of Thane in respect of the said property including the land adjoining to the said property.
 - iii) Commencement Certificate No. MB/MNP/NR/ 1113/2008-09, dated 23rd June, 2008 from the Mira Bhayandar Municipal Corporation.
20. By an Agreement for Sale, dated 16th November, 2018, registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-12/11834/2018 (for short hereinafter referred to as the "**Eighth Agreement**") Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel and Shri Arvind K. Shah had agreed to sell, transfer and assign all their right, title and interest in respect of the said property to M/s. Om Shree Tirupati Balaji Builders at the price and on the terms and conditions stipulated therein.
21. In pursuance of eighth agreement, Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel and Shri Arvind K. Shah had executed an Irrevocable General Power of Attorney, dated 16th November, 2018, registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-12/11835/2018 in favour of one of the partners of M/s. Om Shree Tirupati Balaji Builders conferring upon

him several powers inter-alia power to develop the said property by constructing building thereon.

II. I have considered the search report of Search Clerk Shri S. Pawar taken in the office of Sub-Registrar of Assurance at Thane 1, 2, 4, 5, 7 & 10 from the year 1988 till date pertaining to the larger property including the said property. On perusal of the search report, the following registered instruments came to be executed between the parties thereto as mentioned hereunder;

- a) Power of Attorney, dated 22nd June, 2005, registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No.TNN-4/5961/2005, executed by Shri Pravin Harishchandra Thakur, Smt. Anubai Harishchandra Thakur, Shri Jaywant Harishchandra Thakur, Shri Narendra Harishchandra Thakur, Shri Vijay Harishchandra Thakur and Smt. Malti Amol Patil in favour of Shri Umesh N. Jain in respect of the larger property.
- b) A Development Agreement, dated 31st December, 2008, registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/100/2008, executed by Shri Pravin Harishchandra Thakur, Smt. Anubai Harishchandra Thakur, Shri Jaywant Harishchandra Thakur, Shri Narendra Harishchandra Thakur, Shri Vijay Harishchandra Thakur and Smt. Malti Amol Patil in favour of Smt. Ashwini Nandkumar Patil and Shri Bhanuram Maganlal Purohit in respect of the said property.
- c) Power of Attorney, dated 31st December, 2008, registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No.TNN-4/101/2008, executed by Shri Pravin

D. G. NAIK

B.Com., LL.M.
ADVOCATE, HIGH COURT

104, Saroj Plaza,
Near Maxus Mall, Flyover Road,
Bhayandar (West), Thane - 401 101.
Ph. : 28191739, Cell : 9820640511.
E-mail : adv.dgn@gmail.com

Harishchandra Thakur, Smt. Anubai Harishchandra Thakur, Shri Jaywant Harishchandra Thakur, Shri Narendra Harishchandra Thakur, Shri Vijay Harishchandra Thakur and Smt. Malti Amol Patil in favour of Smt. Ashwini Nandkumar Patil and Shri Bhanuram Maganlal Purohit in respect of the said property.

- d) Notice of Lis Pendence, dated 15th September, 2008, registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/6224/2008, dated 16th September, 2008 executed by Shri Anil Chandulal Patel and Shri Chandulal Popatlal Patel in respect of the larger property. In view of settlement of dispute involved in Suit No. 2520 of 2008, the registration of Lis Pendence in the office of the Sub-Registrar of Assurance at Thane-7 has become redundant.
- e) Agreement, dated 24th August, 2009, registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/4814/2009, executed by M/s. Seven Eleven Co. Pvt. Ltd., in favour of Shri Vishal Dilip Shah proprietor of M/s. Sankalp Construction in respect of an area admeasuring 925 sq. meters forming the portion of the larger property. An area admeasuring 925 sq. meters forming the portion of larger property agreed to be purchased by Shri Vishal Dilip Shah proprietor of M/s. Sankalp Construction is not the subject matter of eighth agreement executed by and between the parties thereto as mentioned in the foregoing Para No.20 and same is not part of the said property.
- f) Agreement for Development, dated 3rd February, 2010, registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No.TNN-4/1026/2010 executed by M/s.

Laxmi Infra Developers Pvt. Ltd., in favour of M/s. Ritu Infra Structure Pvt. Ltd., in respect of F.S.I. admeasuring 4796.33 sq. meters of land bearing Old Survey No. 312, New Survey No. 44, Hissa No.4, 5 & 6 of Village Goddeo, Taluka and District Thane. F.S.I. admeasuring 4796.33 sq. meters of land bearing Old Survey No. 312, New Survey No. 44, Hissa No.4, 5 & 6 of Village Goddeo, Taluka and District Thane granted by M/s. Laxmi Infra Developers Pvt. Ltd., to M/s. Ritu Infra Structure Pvt. Ltd., is not the subject matter of eighth agreement executed by and between the parties thereto as mentioned in the foregoing Para No.20 and same is not part of the said property.

- g) Agreement, dated 10th June, 2010, registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/5816/2010 executed by M/s. Seven Eleven Constructions Pvt. Ltd., in favour of Shri Pravin Satish Kuldur proprietor of M/s. Paradise Construction in respect of an area admeasuring 2401.02 sq. meters forming the portion of larger property. An area admeasuring 2401.02 sq. meters forming the portion of larger property agreed to be purchased by Shri Pravin Satish Kuldur proprietor of M/s. Paradise Construction is not the subject matter of eighth agreement executed by and between the parties thereto as mentioned in the foregoing Para No.20 and same is not part of the said property.
- h) Agreement for Sale, dated 14th September, 2016 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/4278/2016 executed by Shri Narendra Harishchandra Thakur, Shri Pravin Harishchandra Thakur, Smt. Malti Amol Patil, Smt. Sangeeta Jaywant Thakur, Shri

D. G. NAIK

B.Com., LL.M.
ADVOCATE, HIGH COURT

104, Saroj Plaza,
Near Maxus Mall, Flyover Road,
Bhayandar (West), Thane - 401 101.
Ph. : 28191739. Cell : 9820640511.
E-mail : adv.dgn@gmail.com

Chetan Jaywant Thakur, Shri Ketan Jaywant Thakur, Smt. Ashwini Nandkumar Patil, Shri Bhanuram Maganlal Purohit and Shri Pankajkumar Nareschandra Dave, proprietor of M/s. Balaji Associates in favour of Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel and Shri Arvind K. Shah in respect of the said property viz. an area admeasuring 2540 sq. meters forming the portion of the total area of land bearing Old Survey No.312, New Survey No.44, Hissa No.4, situate, lying and being at Village Goddeo, Bhayandar (East), Taluka and District Thane.

- i) Irrevocable Power of Attorney, dated 14th September, 2016 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/4279/2016 executed by Shri Narendra Harishchandra Thakur, Shri Pravin Harishchandra Thakur, Smt. Malti Amol Patil, Smt. Sangeeta Jaywant Thakur, Shri Chetan Jaywant Thakur, Shri Ketan Jaywant Thakur, Smt. Ashwini Nandkumar Patil, Shri Bhanuram Maganlal Purohit and Shri Pankaj kumar Nareschandra Dave, proprietor of M/s. Balaji Associates in favour of Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel and Shri Arvind K. Shah in respect of the said property viz. an area admeasuring 2540 sq. meters forming the portion of the total area of land bearing Old Survey No.312, New Survey No.44, Hissa No.4, situate, lying and being at Village Goddeo, Bhayandar (East), Taluka and District Thane.
- j) Agreement for Sale, dated 16th November, 2018, registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-12/11834/2018 executed by Shri

Dushyant Chandulal Patel, Shri Anil Chandulal Patel and Shri Arvind K. Shah in favour of M/s. Om Shree Tirupati Balaji Builders in respect of the said property viz. an area admeasuring 2540 sq. meters forming the portion of the total area of land bearing Old Survey No.312, New Survey No.44, Hissa No.4, situate, lying and being at Village Goddeo, Bhayandar (East), Taluka and District Thane.

- k) Irrevocable General Power of Attorney, dated 16th November, 2018, registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-12/11835/2018 executed by Shri Dushyant Chandulal Patel, Shri Anil Chandulal Patel and Shri Arvind K. Shah in favour of M/s. Om Shree Tirupati Balaji Builders in respect of the said property viz. an area admeasuring 2540 sq. meters forming the portion of the total area of land bearing Old Survey No.312, New Survey No.44, Hissa No.4, situate, lying and being at Village Goddeo, Bhayandar (East), Taluka and District Thane.

III. On the whole from the search report of Search Clerk Shri S. Pawar taken in the office of Sub-Registrar of Assurance at Thane 1, 2, 4, 5, 7 & 10 from the year 1988 till date pertaining to the larger property including the said property and also on the basis of documents furnished to me as well as on the basis of information provided to me, I hereby state and certify that title to the said property viz. an area admeasuring 2540 sq. meters forming the portion of the total area of land bearing Old Survey No.312, New Survey No.44, Hissa No.4, situate, lying and being at Village Goddeo, Bhayandar (East), Taluka and District Thane owned by Shri Narendra Harishchandra Thakur, Shri Pravin Harishchandra Thakur, Shri Vijay Harishchandra Thakur and Smt. Malti Amol Patil, Smt. Sangeeta

D. G. NAIK

B.Com., LL.M.

ADVOCATE, HIGH COURT

104, Saroj Plaza,
Near Maxus Mall, Flyover Road,
Bhayandar (West), Thane - 401 101.
Ph. : 28191739. Cell : 9820640511.
E-mail : adv.dgn@gmail.com

Jaywant Thakur, Shri Chetan Jaywant Thakur and Shri Ketan Jaywant Thakur is clear, marketable and free from all encumbrances. I also state and certify that M/s. Om Shree Tirupati Balaji Builders is entitled to construct the building on the said property viz. an area admeasuring 2540 sq. meters forming the portion of the total area of land bearing Old Survey No.312, New Survey No.44, Hissa No.4, situate, lying and being at Village Goddeo, Bhayandar (East), Taluka and District Thane as per the permissions and sanctions granted by the authorities concerned.

Date : 17th December, 2018.


Advocate

TC\Om Shree Tirupati Balaji - TC - 151218