

B.M.DHAMNANI

B. A. LL.B.

Advocate, High Court

Res.: 2/31, Ghanshyam Nagar,

Near Nakhava High School,

Kopari,Thane (E) 400 603,

Ref. No. _____

Date: 18th August, 2018

To

1.SHRI JAYESH CHANDRAKANT SHAH

2.SHRI NAYAN VASANTLAL SHAH

3. SHRI PRANAY VASANTLAL SHAH

4.SHRI DILIP DAMJI SHAH

5.SHRI RATILAL DAMJI SHAH

6. SHRI DHARMESH MUKUNDRAI BHATT

M/s. CITYSCAPE CONSTRCTIONS COMPANY

Meghdhoot, Vallabh Baug Lane,

Ghatkopar (E), Mumbai 400 077

(I) I have investigated your title to the property bearing Old Survey No.39 New survey No.50 Hissa No.5 area admcaasuring 1390 sq.mtrs., situate, lying and being at village Mogharpada, Taluka & District Thane (hereinafter referred to as "the said larger property") and more particularly described Firstly in the Schedule hereunder written;

(II) I have also perused the search report taken at the office of the Sub-Registrar of Assurances at Thane for last 30 years. I have perused the documents of title in respect of the said property.

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(III) On perusal of the above, it appears that :

(1) One Shri Lalit Manohar Satghare & 18 others (hereinafter referred to as "the said Original Owners") were the owners and Shri Shankar Vithu Bhoir, (hereinafter referred to as 'the said Shankar') was cultivating the said larger Property under the provisions of Bombay Tenancy & Agricultural Land Act, 1948 (hereinafter referred to as "the said Act").

(2) The said Shankar expired somewhere in the year 1980-81 leaving behind six son's viz. Shri Kamlakar Shankar Bhoir (hereinafter referred to as "the said Kamlakar"), Shri Kashinath Shankar Bhoir (hereinafter referred to as "the said Kashinath"), Shri Damodar Shankar Bhoir (hereinafter referred to as "the said Damodar"), Shri Gajanan Shankar Bhoir (hereinafter referred to as "the said Gajanan"), Shri Waman Shankar Bhoir (hereinafter referred to as "the said Waman"), Shri Pandurang Shankar Bhoir (hereinafter referred to as "the said Pandurang") and three daughters Smt. Katni Jethya Thakur (hereinafter referred to as "the said Katni"), Smt. Anubai Govar Patil (hereinafter referred to as "the said Anubai") and Smt. Halibai Kashinath Patil (hereinafter referred to as "the said Halibai") as his only legal heirs in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death.

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(3) The said Kamlakar expired leaving behind him his widow viz. Smt. Mathura Kamlakar Bhoir, six son's Shri Narayan Kamlakar Bhoir, Shri Naresh Kamlakar Bhoir, Shri Suresh Kamlakar Bhoir, Shri Keshav Kamlakar Bhoir, Shri Maninath Kamlakar Bhoir and Shri Prakash Kamlakar Bhoir and two daughter viz. Smt. Sitabai Mahadev Bhoir and Mrs. Revka Ramakant Gharat (hereinafter referred to as "the legal heirs of said Kamlakar") as his only legal heirs in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death.

(4) Shri Damodar Shankar Bhoir expired on 30/05/1989 leaving behind him his widow Smt. Savitribai Damodar Bhoir and three daughters Mrs. Jaymala Hareish Patil, Miss Shobha Damodar Bhoir and Miss Sangeeta Damodar Bhoir and one son Mr. Nilesh Damodar Bhoir (hereinafter referred to as "the legal heirs of said Damodar") as his only legal heirs in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death.

(5) Shri Narayan Kashinath Patil (s/o the said Halibai) expired on 02/09/2001 leaving behind him two sons Shri Ajit Narayan Patil and Shri Bhavesh Narayan Patil (hereinafter referred to as "the Ajit & Bhavesh") as his only legal heirs in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death. AV

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(6) The said Katni expired leaving behind her two sons Shri Padmakar Jethya Thakur (hereinafter referred to as "the said Padmakar"), Shri Nathuram Jethya Thakur (hereinafter referred to as "the legal heirs of said Nathuram") and two daughters Smt. Kamlabai Baliram Dali (hereinafter referred to as "the legal heirs of said Kamlabai") and Smt. Shantabai Soma Patil (hereinafter referred to as "the said Shantabai") as her only legal heirs in accordance with the provisions of Hindu Succession Act, by which she was governed at the time of her death.

(7) The said Kamlabai (d/o the said Katni) expired leaving behind her four sons Shri Ratnakar Baliram Daki, Shri Mahendra Baliram Daki, Shri Nandu Baliram Daki, Shri Pravin Baliram Daki and one daughter Smt. Sharmila Vinod Shinge (hereinafter referred to as "the legal heirs of said Kamlabai") as her only legal heirs in accordance with the provisions of Hindu Succession Act, which she was governed and the time of her death;

(8) The said Anubai died intestate leaving behind her one son viz. Shri Maruti Govar Patil and one daughter Smt. Raibai Pundalik Bhoir (hereinafter referred to as "the legal heirs of said Anubai") as her only legal heirs in accordance with the provisions of Hindu Succession Act by which she was governed at the time of her death.

By

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(9) By and under a Development Agreement dated 06/08/2009 (hereinafter referred to as 'the First Agreement') made between M/s. Meghaviw Spaces (formerly known as M/s. Jayesh Builders), a registered partnership firm (hereinafter referred to as "the said firm") therein referred to as the Developers of the one part and the said Original Owners alongwith the said Kashinath, the said Halibai alongwith her daughter Smt. Janabai Atmaram Patil (hereinafter referred to as "the said Janabai"), the legal heirs of said Kamalakar, the legal heirs of said Damodar, the legal heirs of said Katni, the legal heirs of Kamlabai, the legal heir of said Anubai, the said Gajanan, the said Waman and the said Pandurang alongwith 1.Shri Mohan Kashinath Bhoir, 2.Mrs. Malti Sunil Gavli, 3.Miss Manisha Kashinth Bhoir (hereinafter referred to as "the said Mohan & others") and 4.Mrs. Suman Dinkar Gharat, 5.Shri Bhaskar alias Pintu Gajanan Bhoir, 6.Mrs. Chandrabhaga Yogesh Pednekar, 7.Mrs. Santoshi Bhanudas Patil, 8.Mrs. Suvarna Uttam Bhoir, 9.Mrs. Anjali Mahendra Bhagat, 10.Mrs. Nirmala Neelkanth Thakur, 11.Miss Vrunda Gajanan Bhoir, 12.Mrs. Budhibai Waman Bhoir, 13.Shri Arun Waman Bhoir, 14.Miss Reena Waman Bhoir, 15.Miss Vandana Waman Bhoir, 16.Mrs. Sakhubai Pandurang Bhoir, 17.Shri Chandrakant Pandurang Bhoir, 18.Mrs. Surekha Pravin Bhokare, 19.Miss Reshma Pandurang Bhokare, 20.Mr. Rahul Pandurang Bhoir & Smt.Damayanti Shatrughan Gondhali (hereinafter referred to as "the said Suman and others") therein referred to as the Owners of the

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other part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein development rights for and in respect of the said larger Property at or for the consideration and upon the terms and conditions therein contained. The First Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.6849/2009;

(10) In pursuance to the said First Agreement the said Kashinath, the said Halibai, the said Janabai, the legal heirs of said Kamlakar, the legal heirs of said Damodar, the legal heirs of said Katni, the legal heirs of Kamlabai, the legal heir of said Anubai, the said Gajanan, the said Waman, the said Pandurang, the said Suman & others and the said Mohan and others also executed Power of Attorney of even date (hereinafter referred to as "the said First POA") in favour of the partner of the said firm to enable it to carry out all its act, deed, matters and things in respect of the said larger Property. The said First POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No.280/2009;

(11) The said Kashinath expired on 21/09/2010 leaving behind him one son Shri Mohan Kashinath Bhoir and two daughters viz.Mrs. Malti Sunil Gavli and Miss Manisha Kashinath Bhoir i.e. the said Mohan & others as his only legal heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death.

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(12) Smt. Halibai Kashinath Patil expired on 12/04/2012 leaving behind her one daughter viz. Smt. Janabai and two grandsons viz. the said Ajit & Bhavesh (s/o Shri Narayan Kashinath Patil) as her only legal heirs in accordance with the provisions of Hindu Succession Act by which she was governed at the time of her death. The said Janabai expired leaving behind her two sons Shri Arun Atmaram Chaudhari, Shri Rajendra Atmaram Chaudhari and one daughter Mrs. Latika Hemant Gotarne (hereinafter referred to as "the said legal heirs of said Janabai") as her legal heirs in accordance with the provisions of Hindu Succession Act by which she was governed at the time of her death.

(13) the said Kashinath, the said Gajanan, the said Waman, the said Pandurang, the legal heirs of said Anubai, the said legal heirs of Kamalakar, the said legal heirs of Damodar, the said Ajit & Bhavesh, and the said legal heirs of Janabai, the said Padmakar, the said Naturesham, the said Shantabai, Shri Mohan Kashinath Bhoir, Mrs. Malti Sunil Gavli and Miss Manisha Kashinath Bhoir are hereinafter collectively referred to as "the said tenants");

(14) By a Deed of Assignment dated 17/04/2014 (hereinafter referred to as "the said DOA"), made and executed between the said firm therein referred to as Assignors of the one part and M/s. Cityscape Construction Company (hereinafter referred to as "the said Company") therein referred to as the Assignee of the other part, the Assignor therein granted to the Assignees therein and the Assignees

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therein acquired from the Assignors therein the development rights of and in respect of the said larger property alongwith the benefit and advantages of the said First Agreement at and for consideration and upon the terms and conditions therein contained. The said DOA is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.2581/2014;

(15) In pursuance of the said DOA, the said firm executed Substituted Power of Attorney of even date (hereinafter referred to as "the said Second POA") in your favour to do all acts, deeds, matter and things in respect of the said larger property as contained therein. The said Second POA is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.2582/2014;

(16) By a Agreement for Sale dated 15/07/2014 (hereinafter referred to as "the said Second Agreement") made and executed between yourselves therein referred to as the Purchaser of the one part and the said legal heirs of Damodar, the said Gajanan, the said Waman, the said Pandurang, the legal heirs of Kamlakar (except Sitabai Mahadeo Bhoir), the said Ajit & Bhavesh, the legal heirs of said Janabai (except Rajendra Atmaram Patil & Latika Hemant Gotarne), the legal heirs of said Anubai, the said Nathuram, the said Shantabai, the legal heirs of said Kamlabai, the said Mohan & others, the said Suman & others (except Damayanti Shatrughan Gondhali & Budhibai Waman Bhoir) therein collectively referred as the party of the Second Part, the party of the Second Part therein agreed to sell,

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transfer and assign all their respective right, title and interest in the said larger property to the Purchaser therein and the Purchaser therein agreed to purchase the same at and for consideration and upon the terms and conditions therein contained. The said Second Agreement is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.7018/2014;

(17) In pursuance of the said Second Agreement, the party of the Second Part therein executed even dated Power of Attorney (hereinafter referred to as "the said Third POA") in favour of the person nominated by the Purchaser therein to do all acts, deeds, matter and things in respect of the said larger property as contained therein. The said Third POA is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.7019/2014;

(18) By and under Deed of Confirmation dated 15/09/2014 (hereinafter referred to as "the said First DOC") made and executed between yourselves therein referred to as Purchaser of the one part and the said Padmakar and his two sons viz. Shri Bhanudas Padmakar Thakur and Shri Rajesh Padmakar Thakur (hereinafter referred to as " the said Bhanudas & Rajesh") therein referred to as the party of the second part, the party of the Second Part therein confirmed the said Second Agreement and the said Third POA executed in respect of the said larger property upon the terms and conditions therein contained. The said First DOC is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.8345/2014.

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(19) In pursuance of the said First DOC, the said Padmakar and the said Bhanudas & Rajesh also executed Power of Attorney of even date (hereinafter referred to as "the said Fourth POA") in favour of the person nominated by the you to do all acts, deeds, matter and things in respect of the said larger property as contained therein. The said Fourth POA is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.8946/2014;

(20) By and under Deed of Confirmation dated 26/09/2014 (hereinafter referred to as "the said Second DOC") made and executed between yourselves therein referred to as Purchaser of the one part and the said Sitabai, the said Budhibai, Shri Rajendra Atmaram Chaudhari and Smt. Latika Hemant Gotarne (son and daughter of the said Janabai) therein referred to as the party of the second part, the party of the Second Part therein confirmed the said Second Agreement and the said Third POA executed in respect of the said larger property upon the terms and conditions therein contained. The said Second DOC is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.9275/2014.

(21) In pursuance of the said Second DOC, the said Sitabai, the said Budhibai, Shri Rajendra Atmaram Chaudhari and Smt. Latika Hemant Gotarne (son and daughter of the said Janabai) also executed Power of Attorney of even date (hereinafter referred to as "the said Fifth POA") in favour of the person nominated by the you to do all acts, deeds, matter and things in respect of the said

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larger property as contained therein. The said Fifth POA is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.9278/2014;

(22) The Sub-Divisional Officer, Thane vide its order bearing No.TD/TE-6/KUV/Thane/VP/SR-55/2014 dated 21/10/2014 granted sale permission u/s.43(1) of the said Tenancy Act in respect of the said larger Property upon the terms and conditions therein contained.

(23) By a Deed of Conveyance dated 14/02/2015, made and executed between yourselves therein referred to as the Purchaser of first part, the said legal heirs of Damodar, the said Gajanan, the said Waman, the said Pandurang, the legal heirs of Kamalakur, the said Ajit & Bhaveshi, the legal heirs of said Janabai, the legal heirs of said Anubai, the said Nathuram, the said Shantabai, the legal heirs of said Kamlabai, the said Mohan & others, the said Suman & others (except Damayanti Shatrughan Gondhali) therein referred to as the Owners of the Second Part and the said firm therein referred to as the Confirming Party of the Third Part, the Owners therein with the consent and knowledge of the Confirming Party therein sold, transferred and conveyed all their respective right, title and interest in the said larger property to the Purchasers therein at and for consideration and upon the terms and conditions therein contained. The said Deed is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.1832/2015. 

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(23) By virtue of the said Deed you became the Owner of the said larger property and accordingly by Mutation Entry No.615 dated 21/04/2015 your name was recorded as owner to the said property in the revenue records.

(24) By Declaration cum Indemnity Bond dated 26/09/2016 registered under Serial No.10934-2016 (hereinafter referred to as "the said Declaration"), you have handed over the portion reserved under the Sanctioned Development Plan for the purpose of road admeasuring 201.03 sq.mtrs. out of the said larger Property to the Corporation upon the terms and conditions therein mentioned.

(25) After the execution the said Declaration, the said larger Property came to be sub-divided by the TILR Department and accordingly the said Larger Property was re-numbered and recorded as (i) New Survey No.50 Hissa No.5/A admeasuring 1190 sq.mtrs. (hereinafter referred to as 'the said Property') more particularly described Secondly in the Schedule hereunder written and (ii) New Survey No.52 Hissa No.5B admeasuring 200 sq.mtrs. is recorded in the name of the said Corporation

IV. By and under Indenture of Mortgage dated 03/03/2018 registered with the office of Sub-Registrar of Assurances, under Sr.No.3102/2018 executed between yourselves and Aditya Birla Finance Ltd. (hereinafter referred to as "the said financial institute"), you have availed Loan Facility from the said financial institute

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and as a security for the repayment of the said Loan facility amount along with interest & other monies that may become due & payable to the said financial institute, you have created Equitable Mortgage in respect of the said property alongwith the other properties and the buildings mentioned therein.

V. In view of the above, I hereby state and certify that subject to what has been stated hereinabove and subject to the loan availed from the said financial institution, your title to the said Property, more particularly described Secondly in the Schedule hereunder written is clear, marketable and free from encumbrances.

THE SCHEDULE ABOVE REFERRED TO :

Firstly : the said larger property

ALL THAT piece and parcel of land bearing Old Survey No.39 New survey No.50 Hissa No.5 area admeasuring 1390 sq.mtrs., lying, being & situate at village Mogharpada, Taluka& Dist. Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation. BW

Secondly : the said property

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ALL THAT portion admeasuring 1190 sq.mtrs. out of the property more particularly described firstly in the Schedule hereinabove mentioned.

Dated this ____th day of August, 2018

Yours faithfully,

B.M. Dhamnani

(B. M. DHAMNANI)

(Advocate)

B.M. DHAMNANI
B.A.LL.B. ADVOCATE
2/31, Ghanshyam Nagar,
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