



Mrs. SURINDER H. RAO
B.A.L.L.B.
ADVOCATE HIGH COURT

OFFICE : SHRI SAIBABA, SHOP NO.21
COURT NAKA, BHAWANI MARKET,
NEAR COLLECTOR OFFICE,
THANE (W) - 400 601
MOB.: 90040 31216

Date : 08/03/2016

TO WHOMSOEVER IT MAY CONCERN

(I) At the instructions of M/S. UNNATHI ESTATES, a partnership firm registered under the provisions of Indian Partnership Act, 1932, having its office at Laxmi Narayan Residency, Unnathi Garden, Pokharan Road No.2, Thane (W) 400 610, I have investigated the title of:

(A) 1) Smt. Hababi alias Havahai Alisabeh Bharmar alias Bharmal, 2) Shri Abdul alias Aziz Alisabeh Bharmar alias Bharmal, 3) Smt. Suraiya Mustaq Kuvvari, 4) Smt. Asma Sikandar Bhuran, 5) Smt. Noorjahan Abdul Latif Mulla, 6) Miss Ruksana A. Bharmar alias Bharmal, 7) Smt. Asifa Aziz Bharmar alias Bharmal, 8) Shri Bakir Jasuddin Bharmar alias Bharmal, 9) Smt. Rehana Bakir Bharmar alias Bharmal, 10) Smt. Sahebanu Musn Vadekar (hereinafter referred to as "the said First Owners") to the property more particularly described in the First Schedule hereunder written (hereinafter referred to as 'the said First Property')

(B) M/S. UNNATHI ESTATES (hereinafter referred to as 'the said Second Owners') to the property more particularly described in the Second Schedule and Third Schedule hereunder written (hereinafter referred to as 'the said Second Property' and the said Third Property' respectively);

II. I have caused searches to be taken at the Office of Sub Registrar of Assurances at Thane, I have perused the documents of title, Declaration executed by the said Second Owners and Revenue Record.

III. On perusal of the above it appears that:

A. 1) The said First Owners alongwith Shri Alisabeh Jasuddin Bharmar alias Bharmal (hereinafter referred to as 'the said Alisabeh'), were the owners of the said First property being land bearing Survey No.246 admeasuring 3890 sq. mtrs., situate, lying and being at Village Kavesar, Taluka and District Thane and within the limits of the Thane Municipal Corporation and more particularly described in the First Schedule hereunder written.

2) By an Agreement for Sale dated 20/10/1992 (hereinafter referred to as the said Agreement for Sale') executed by and between the said First Owners alongwith the said Alisabeh therein referred to as the Vendors of the One Part and M/s. Viroop Estates & Investments Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 (hereinafter referred to as the said Viroop') therein referred to as the Purchaser of the Other Part, the Vendors therein agreed to sell to the Purchasers therein and the Purchasers therein agreed to purchase from the Vendors therein the said first property along with other properties at or for the consideration and for and upon the terms and conditions therein

For UNNATHI ESTATES

PARTNER

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contained. The said Agreement for Sale is registered with the Sub-Registrar of Assurances at Thane under Sr.No.634/92.

- 3) Pursuant to the said Agreement for Sale, the said First Owners alongwith the said Alisaheb executed a Power of Attorney dated 20/10/1992 (hereinafter referred to as 'the said POA dated 20/10/1992') in favour of the persons nominated by the said Viroop to enable them to do all acts, deeds, matters and things in respect of the said first property alongwith other properties as contained therein. The said POA dated 20/10/1992 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.110/92;
- 4) By Order bearing No.ULC/TA/Te-1/KAVESAR/SR-193 dated 22/04/1998, the Addl. Collector and Competent Authority declared the said First Owners to be surplus land holder to the extent of 17239.75 sq. mtrs. out of their total holdings which includes the entire said first property;
- 5) The said Alisaheb died intestate on or about 08/02/2002, leaving behind the said First Owners Nos.1 to 6 as his only heirs as per the personal law by which he was governed at the time of his death.
- 6) Under the circumstances, the said First Owners became absolutely entitled to the said first property.
- 7) By an Agreement for Development dated 26/07/2004 (hereinafter referred to as 'the said Development Agreement') executed by and between the said Viroop therein referred to as the Owners of the One Part and the said Second Owners therein referred to as the Developers of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said first property alongwith other properties at or for the consideration and upon the terms and conditions therein contained. The said Development Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.5551/2004 on 30/07/2004.
- 8) Pursuant to the said Development Agreement, the said Viroop executed a Substituted Power of Attorney of dated 30/07/2004 (hereinafter referred to as 'the said POA dated 30/07/2004') in favour of the persons nominated by the said Second Owners to enable them to do all acts, matters and deeds for and in respect of the development of the said first property alongwith other properties as contained therein. The said POA dated 30/07/2004 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.587/04.

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PARTNER

Shaw



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- 9) By order bearing No. ULC/TA/W.S.H.S./20/Special Dispension Scheme/SR - 1457 dated 19/08/2004, the Addl. Collector and the Competent Authority exempted the surplus land of the said First Owners under Sec. 20(1) (a) to the extent of 6490 sq. mtrs. which includes the said first property;
- 10) By order bearing No.ULC/TA/ATP/Sec.-20/SR - 1457 dated 18/10/2004, the Addl. Collector and the Competent Authority granted permission to amalgamate the said first property and the land bearing Survey No.245/4A upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Amalgamation Order');
- 11) By order bearing No.ULC/TA/ATP/Land Development Scheme/Sec.-20/SR - 1457 dated 10/05/2007, the Addl. Collector and the Competent Authority cancelled the said Amalgamation Order under Sec.20(2) due to the reasons more particularly mentioned therein (hereinafter referred to as 'the said Cancellation Order');
- 12) By order bearing No.ULC/TA/ATP/ Land Development Scheme/Sec.-20/SR - 1457 dated 21/07/2007, the Addl. Collector and the Competent Authority granted stay on the said cancellation Order in pursuance of the Government's policy of granting stay on Sec.34 thereby reviving the earlier said Amalgamation Order;
- 13) By order bearing No.ULC/TA/WSHS-20/SR - 1457 dated 11/05/2009, the Addl. Collector and the Competent Authority revised the Schedule annexed to the exemption order passed earlier on 19/08/2004;
- 14) A dispute due to misunderstanding arose between 1) Shri Jahid Bakir Bharmar and 2) Shri Musaddik Bakir Bharmar (hereinafter collectively referred to as 'the Children of the said First Owners No.8') and the said Second Owners. The Children of the said First Owners No.8 & others filed Spl. Civil Suit No.610/2008 on 11/08/2008 in the Court of the Civil Judge (S.D.), Thane at Thane (hereinafter referred to as 'the said Suit') against the said Second Owners for declaration and injunction;
- 15) Subsequently, the Children of the said First Owners No.8 & others withdrew the said Suit and executed a Deed of Confirmation dated 15/01/2011 alongwith said First Owners No.8, 9 & 6 others thereby confirming the said Agreement for Sale, the said POA dated 20/10/1992, the said Development Agreement and the said POA dated 30/07/2004 in favour of the said Second Owners upon the terms and conditions therein mentioned (hereinafter referred to as 'the said First DOC'). The said First DOC is registered with the Sub-Registrar of Assurances at Thane under Sr. No.569/2011;

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Shyamal K. D.
PARTNER

Shao



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16) Pursuant to the said First DOC, the Children of the said First Owners No.8 alongwith said First Owners No.9 & 6 others executed a Power of Attorney of even date in favour of the persons nominated by the said Second Owners in order to enable them to do all acts, deeds, matters and things in respect of the said first property as contained therein (hereinafter referred to as 'the POA dated 15/01/2011'). The POA dated 15/01/2011 is registered with the Sub-Registrar of Assurances at Thane under Sr. No.45/2011;

17) By a Deed of Confirmation also dated 15/01/2011 made and executed by and between the said Second Owners therein referred to as Party of the First Part of the one part and the said First Owners No.3 to 6 therein referred to as the Party of the Second Part of the other part, the Party of the Second Part therein confirmed the said Agreement for Sale, the said POA dated 20/10/1992, the said Development Agreement and the said POA dated 30/07/2004 in favour of the Party of the First Part therein upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Second DOC'). The said Second DOC is registered with the Sub-Registrar of Assurances at Thane under Sr. No.568/2011;

18) Pursuant to the said Second DOC, the said First Owners No.3 to 6 also executed a Power of Attorney of even date in favour of the persons nominated by the said Second Owners in order to enable them to do all acts, deeds, matters and things in respect of the said first property as contained therein (hereinafter referred to as 'the POA also dated 15/01/2011'). The POA also dated 15/01/2011 is registered with the Sub-Registrar of Assurances at Thane under Sr. No.44/2011;

19) By order bearing No.ULC/TA/ATP/Sec.20/Extension of time period/SR - 145//14 dated 07/01/2016, the Addl. Collector and the Competent Authority granted extension of time period for completion of construction schedule upon the terms and conditions therein mentioned;

B) 1. One Shri Eknath Laxman Bhoir (hereinafter referred to as 'the said Eknath') during his lifetime acquired the said Second Property being land bearing Survey No.247 Hissa No.1 admeasuring 4200 sq. mtrs., situate, lying and being at Village Kavesar, Taluka and District Thane and more particularly described in the Second Schedule hereunder written under the provisions of the Bombay Tenancy and Agricultural Lands Act, 1948 (hereinafter referred to as 'the Tenancy Act');

2) By a Development Agreement dated 10/05/1988 (hereinafter referred to as 'the said Development Agreement dated 10/05/1988') executed by and between M/s. Veena Estate & Investment Pvt. Ltd., (hereinafter referred to as 'the said Veena') therein referred to as the

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Developers of the One Part and the said Eknath therein referred to as the Owner of the other part, the Owner therein granted to the Developers therein and the Developers therein acquired from the Owner therein the development rights for and in respect of the said second property at or for the consideration and upon the terms and conditions therein contained. The said Development Agreement dated 10/05/1988 is registered with the Sub-Registrar of Assurances of Thane under Sr.No.3400/88;

3) The said Eknath died intestate on 24/10/1990 leaving behind 1) Shri Sadanand Eknath Bhoir, 2) Shri Gajanan Eknath Bhoir, 3) Shri Devidas Eknath Bhoir, 4) Smt. Kalavati Harishchandra Patil, 5) Smt. Anusaya Harishchandra Patil & 6) Smt. Vatsala Subhash Patil (hereinafter collectively referred to as 'the heirs of the said Eknath') as his only legal heirs in accordance with the Hindu Succession Act by which he was governed at time of his death;

4) By a Supplemental Agreement dated 08/02/1995 (hereinafter referred to as 'the Supplemental Agreement'), made and executed by and between the said Veena therein referred to as the Developers of the one part and the heirs of the said Eknath therein referred to as the Owners of the other part, the parties thereto mutually modified and altered the terms and conditions of the said Development Agreement dated 10/05/1988.

5) Since, the said Supplemental Agreement remained to be lodged for registration, the parties thereto executed a Deed of Confirmation dated 04/04/2003 in respect thereof and registered the same with the copy of the said Supplemental Agreement with the Sub-Registrar of Assurances at Thane under Sr.No.2147/2003;

6) By an Agreement dated 02/04/2003 (hereinafter referred to as 'the said Agreement dated 02/04/2003') executed by and between the said Veena therein referred to as the Assignor of the one part and M/s. Shree Sai Enterprises, a partnership firm registered under the Partnership Act, 1932 (hereinafter referred to as 'the said Sai') therein referred to as the Assignees of the other part, the Assignor therein granted to the Assignees therein and the Assignees therein acquired from the Assignors therein the development rights for and in respect of the said second property at or for the consideration and for and upon the terms and conditions therein contained.

7) By a Development Agreement dated 04/04/2003 (hereinafter referred to as 'the said Development Agreement dated 04/04/2003') executed by and between M/s. Vijay Land Development Corporation, a partnership firm registered under the Indian Partnership Act, 1932 (hereinafter referred to as 'the said VLDC') therein referred to as the Developers of the First Part, the said Sai therein referred to as the Owners of the Second Part, the heirs of the said Eknath and others therein referred to as the Confirming Party No.1 of the Third Part and the said Veena therein referred to as the Confirming Party No.2 of the Fourth

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Part, the Owners therein with the consent and knowledge of the Confirming Party No.1 & 2 therein, agreed to entrust to the Developers therein and the Developers therein agreed to acquire from the Owners therein the development rights for and in respect of the said second property together with the benefits and advantages of the agreements and documents mentioned therein at or for the consideration and upon the terms and conditions therein contained. The said Development Agreement dated 04/04/2003 is registered with the Sub-Registrar of Assurances at Thane under Sr. No.2145/2003;

8) Pursuant to the said Development Agreement dated 04/04/2003, the heirs of the said Eknath executed a Power of Attorney of even date (hereinafter referred to as the said POA dated 04/04/2003) in favour of the persons nominated by the said VLDC to enable them to do all acts, deeds, matters and things for and in respect of the development of the said second property as contained therein. The said POA dated 04/04/2003 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.159;

9) By a Development Agreement dated 26/05/2004 (hereinafter referred to as 'the said Development Agreement dated 26/05/2004') executed by and between the said VLDC therein referred to as the Assignor No.1 of the First Part, the heirs of the said Eknath and others therein collectively referred to as the First Confirming Party of the Second Part and the said Sai therein referred to as the Ninth Confirming Party of the Tenth Part and the said Second Owners therein referred to as the Assignees of the Eleventh Part, the Assignor No.1 therein, with the knowledge and consent of the First Confirming Party as well as the Ninth Confirming Party therein, agreed to assign to the Assignees therein and the Assignees therein agreed to acquire from the Assignors therein the development rights for and in respect of the said second property at or for the consideration and upon the terms and conditions therein contained. The said Development Agreement dated 26/05/2004 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3953/2004;

10) Pursuant to the said Development Agreement dated 26/05/2004, the said VLDC executed a Substituted Power of Attorney of even date (hereinafter referred to as 'the said POA dated 26/05/2004') in favour of the persons nominated by the said Second Owners in order to enable them to do all acts, deeds, matters and things for and in respect of the development of the said second property as contained therein. The said POA dated 26/05/2004 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.430/2004;

11) Pursuant to the said Development Agreement dated 26/05/2004, the said Sai also executed a Substituted Power of Attorney of even date (hereinafter referred to as 'the said SPOA dated 26/05/2004') in favour of the persons nominated by the said Second Owners to

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enable them to do all acts, deeds, matters and things for and in respect of the development of the said second property as contained therein. The said SPOA dated 26/05/2004 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.420/2004;

12) By order bearing No.TD/Te. 6/K.V./V.P./S.R.449/2009 dated 12/01/2010 read with order dated 19/04/2010 passed by the Sub-Divisional Officer, Thane in accordance with the provisions of Section 43(1) of the Tenancy Act, the heirs of the said Eknath have been permitted to sell the said Second property to the said Second Owners subject to the terms and conditions therein contained.

13) By a Deed of Conveyance dated 27/04/2010 (hereinafter referred to as the said First Deed'), executed by and between the heirs of the said Eknath referred to as the Vendors of the First Part, Smt. Hirabai Sadanand Bhoir and others therein referred to as the First Confirming Party of the Second Part, the said Sai therein referred to as the Second Confirming Party of the Third Part, the said VLDC therein referred to as the Third Confirming Party of the Fourth Part and the said Second Owners therein referred to as the Purchasers of the Fifth Part, the Vendors therein, with the knowledge and consent of the First Confirming Party therein, the Second Confirming Party therein and the Third Confirming Party therein, sold, transferred and conveyed to the Purchasers therein and the Purchasers therein purchased and acquired from the Vendors therein the said second property at or for the consideration and upon the terms and conditions therein contained. The said First Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.5431/2010;

C. 1) Dwarkadas Ratanshi Thakkar (hereinafter referred to as 'the said Dwarkadas') was seized and possessed of and well and sufficiently entitled to the said Third property being land bearing Survey No.247/2 admeasuring 3140 sq. mtrs., situate, lying and being at Village Kavesar, Taluka and District Thane and more particularly described in the Third Schedule hereunder written;

2. The said Dwarkadas died on 31/01/1958 leaving behind his Will dated 21/01/1958, whereby the said Dwarkadas bequeathed the said third property in favour of his wife Smt. Premkunwarbai Dwarkadas Thakkar (hereinafter referred to as "the said Premkunwarbai") upon the terms and conditions therein mentioned.

3. The said Premkunwarbai died intestate on 16/08/1967, leaving behind three married daughters viz., 1) Smt. Kanta Rasiklal Makhecha (hereinafter referred to as 'the said Kanta'), 2) Shobha Suresh Makhecha (hereinafter referred to as 'the said Shobha') and 3) Smt. Yesumati Anilkumar Makhecha (hereinafter referred to as 'the said Yesumati') as her only legal heirs in accordance with the Hindu Succession Act by which she was governed at the time of her death each holding 1/3rd undivided share in the said third property;

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END



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4. The said Yesumari died intestate on 14/12/1971 leaving behind her widower Shri Anilkumar Karsandas Makhecha (hereinafter referred to as 'the said Anil') and a son Shri Rajesh Anilkumar Makhecha (hereinafter referred to as 'the said Rajesh') as her only legal heirs in accordance with the Hindu Succession Act by which she was governed at the time of her death, both jointly holding her 1/3rd undivided share in the said third property;
5. The said Kanta died intestate on 07/02/2005 leaving behind her two sons viz., 1) Shri Sandeep Rasiklal Makhecha (hereinafter referred to as 'the said Sandeep') and 2) Shri Nikhil Rasiklal Makhecha (hereinafter referred to as 'the said Nikhil') as her only legal heirs in accordance with the Hindu Succession Act by which she was governed at the time of her death, each holding 1/6th undivided share in the said third property;
6. In the above premises, the said Shobha, the said Anil, the said Rajesh, the said Sandeep and the said Nikhil (hereinafter collectively referred to as 'the said Original owners') became entitled to the said third property;
7. By a Development Agreement dated 24/11/1999 (hereinafter referred to as 'the said Development Agreement dated 24/11/1999') executed by and between the said Shobha therein referred to as the Owner of the One Part and Roma Builders Pvt. Ltd., a company incorporated under the Companies Act, 1956 (hereinafter referred to as 'the said Roma') therein referred to as the Developer of the Other Part, the said Shobha granted to the said Roma and the said Roma acquired from the said Shobha development rights for and in respect of her 1/3rd undivided rights, share and interest in the said third property at or for the consideration and for and upon the terms and conditions therein contained;
8. Pursuant to the said Development Agreement dated 24/11/1999, the said Shobha executed a Power of Attorney dated 22/06/2001 (hereinafter referred to as 'the said POA dated 22/06/2001') in favour of the persons nominated by the said Roma to enable them to do acts, deeds, matters and things, for and in respect of her 1/3rd share, right and interest in the said third property as contained therein;
9. Since, the said Development Agreement dated 24/11/1999 remained to be registered, Shri Niranjan L. Hiranandani, being the Director of the said Roma executed a Declaration dated 06/07/2001 in respect thereof and the same alongwith the said Development Agreement dated 24/11/1999 annexed thereto is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3776/01 on 06/07/2006.
10. By a Development Agreement dated 31/10/2000 (hereinafter referred to as 'the said Development Agreement dated 31/10/2000') executed by and between the said Anil and the said Rajesh therein collectively referred to as Owners of the one part and the said Roma

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Shree



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therein referred to as the Developers of the other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of their collective 1/3rd undivided rights, share and interest in the said third property at or for the consideration and upon the terms and conditions therein contained;

11. Pursuant to the said Development Agreement dated 31/10/2000, the said Anil and the said Rajesh executed a Power of Attorney of even date (hereinafter referred to as 'the said POA dated 31/10/2000') in favour of the persons nominated by the said Roma to enable them to do acts, deeds, matters and things for and in respect of their collective 1/3rd share, right and interest in the said third property as contained therein;

12. Since, the said Development Agreement dated 31/10/2000 remained to be registered, Shri Niranjan L. Hiranandani, being the Director of the said Roma executed a Declaration dated 06/07/2001 in respect thereof and the same alongwith the said Development Agreement dated 31/10/2000 annexed thereto was registered with the Sub-Registrar of Assurances at Thane under Sr.No.3377/01;

13. By a Development Agreement dated 30/12/2004 (hereinafter referred to as 'the said Development Agreement dated 30/12/2004') executed by and between the said Shobha therein referred to as the Vendor of the One Part and M/s. Darshan Enterprises (hereinafter referred to as 'the said Darshan') therein referred to as the Developer of the Other Part, said Shobha granted to the said Darshan and the said Darshan acquired from the said Shobha development rights for and in respect of her 1/3rd undivided rights, share and interest in the said third property at or for the consideration and upon the terms and conditions therein contained. The said Development Agreement dated 30/12/2004 is registered with the Sub-Registrar of Assurances at Thane under Si.No.1507/05 on 23/02/2005;

14. Pursuant to the said Development Agreement dated 30/12/2004, the said Shobha executed a Power of Attorney dated 22/02/2005 (hereinafter referred to as 'the said POA dated 22/02/2005') in favour of the persons nominated by the said Darshan to enable them to do acts, deeds, matters and things for and in respect of her 1/3rd share, right and interest in the said third property as contained therein. The said POA dated 22/02/2005 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.191 on 23/02/2005;

15. By a Development Agreement dated 06/01/2005 (hereinafter referred to as 'the said Development Agreement dated 06/01/2005') executed by and between the said Kanta therein referred to as the Vendor of the One Part and the said Darshan therein referred to as the Developers of the Other Part, the said Kanta granted to the said Darshan and the said Darshan acquired from the said Kanta development rights for and in respect of her 1/3rd undivided

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rights, share and interest in the said third property at or for the consideration and upon the terms and conditions therein contained. The said Development Agreement dated 06/01/2005 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.340/05 on 13/01/2005;

16. Pursuant to the said Development Agreement dated 06/01/2005, the said Kanta executed a Power of Attorney dated 13/01/2005 (hereinafter referred to as 'the said POA dated 13/01/2005') in favour of the persons nominated by the said Darshan to enable them to do acts, deeds, matters and things for and in respect of her 1/3rd share, right and interest in the said third property as contained therein. The said POA dated 13/01/2005 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.36/05;

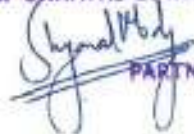
17. The said Third property was declared to be surplus by the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 and pursuant to the efforts and consideration paid by Shri Naresh Khetwani (hereinafter referred to as 'the said Naresh') being the partner of the said Darshan to the authority, the said third property was released on payment of the consideration mentioned in the order bearing No.ULC/TA/ATP/sec.8(4)/SR-44 dated 03/07/2006;

18. By an Agreement for Sale dated 21/04/2008 (hereinafter referred to as 'the said Agreement for Sale dated 21/04/2008') executed by and between the said Sandeep therein referred to as the Vendor of the One Part and the said Naresh, being the partner of the said Darshan therein referred to as the Purchaser of the Other Part, the said Sandeep agreed to sell to the said Darshan and the said Darshan agreed to purchase and acquire from the said Sandeep his 1/6th undivided rights, share and interest in the said third property at or for the consideration and upon the terms and conditions therein contained. The said Agreement for Sale dated 21/04/2008 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3420/08;

19. Pursuant to the said Agreement for Sale dated 21/04/2008, the said Sandeep executed a Power of Attorney of even date (hereinafter referred to as 'the said POA dated 21/04/2008') in favour of the persons nominated by the said Darshan to enable them to do acts, deeds, matters and things for and in respect of his 1/6th share, right and interest in the said third property as contained therein. The said POA dated 21/04/2008 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.439;

20. By an Agreement for Sale dated 15/05/2009 (hereinafter referred to as 'the said Agreement for Sale dated 15/05/2009') executed by and between the said Nikhil therein referred to as the Vendor of the One Part and the said Naresh, being the partner of the said Darshan therein referred to as the Purchaser of the Other Part, the said Nikhil agreed to sell to

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the said Darshan and the said Darshan agreed to purchase and acquire from the said Nikhil his 1/6th undivided rights, share and interest in the said third property at or for the consideration and upon the terms and conditions therein contained. The said Agreement for Sale dated 15/05/2009 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.4164/09 on 16/05/2009;

21. Pursuant to the said Agreement for Sale dated 15/05/2009, the said Nikhil executed a Power of Attorney dated 16/05/2009 (hereinafter referred to as 'the said POA dated 16/05/2009') in favour of the persons nominated by the said Darshan to enable them to do acts, deeds, matters and things for and in respect of his 1/6th share, right and interest in the said third property as contained therein. The said POA dated 16/05/2009 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.153/09;

22. By an Agreement for Sale dated 12/08/2009 (hereinafter referred to as 'the said Agreement dated 12/08/2009') executed by and between the said Shobha, the said Anil and the said Rajesh therein collectively referred to as the Vendors/Owners of the First Part, the said Naresh, being the partner of the said Darshan therein referred to as the Purchaser of the Second Part and the said Roma therein referred to as the Confirming Party of the Third Part, the Vendors/Owners therein, at the request of the said Roma, agreed to sell to the said Naresh and the said Naresh agreed to acquire from the said said Vendors/Owners, the 2/3rd share, right and interest in the said third property at or for the consideration of and upon the terms and conditions therein contained. The said Agreement dated 12/08/2009 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.7075/09 on 13/08/2009;

23. Pursuant to the said Agreement dated 12/08/2009, the said Shobha, the said Anil and the said Rajesh executed Power of Attorney of even date (hereinafter referred to as 'the said POA dated 12/08/2009') in favour of the said Naresh in order to enable him to do all acts, deeds, matters and things for and in respect of their collective 2/3rd portion of the said third property as contained therein. The said POA dated 12/08/2009 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.293/2009 on 13/08/2009;

24. By a Deed of Conveyance dated 24/08/2009 (hereinafter referred to as 'the said Second Deed') executed by and between the said Shobha, the said Anil, the said Rajesh, the said Sandeep, the said Nikhil therein collectively referred to as the Vendors of the One Part and the said Naresh, being the partner of the said Darshan therein referred to as the Purchaser of the Other Part, the Vendors therein granted, transferred, assigned, assured and conveyed to the Purchaser therein and the Purchaser therein purchased and acquired from the Vendors therein all their respective right, title, interest and claim whatsoever in respect of the said third property at or for the consideration of and upon the terms and conditions therein

For UMNATHI ESTATES

Shyama Devi
PARTNER

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Mrs. SURINDER H. RAO
B.A.L.L.B.
ADVOCATE HIGH COURT

OFFICE : SHRI SAIBABA, SHOP NO.21
COURT NAKA, BHAVANI MARKET,
NEAR COLLECTOR OFFICE,
THANE (W) - 400 601
MOB.: 90040 31216

Date :

contained. The said Second Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.7339/09;

25. By Deed of Confirmation dated 02/03/2010 (hereinafter referred to as 'the said Third DOC') executed by and between the said Darshan therein referred to as the First Party of the one part and the said Naresh therein referred to as the Second Part of the other part, the First Party therein ratified and confirmed the said Deed of Conveyance dated 24/08/2009 upon the terms and conditions therein mentioned. The said Third DOC is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2104/10;

26. By a Deed of Cancellation of Registered Deed of Confirmation dated 02/03/2010, executed on 25/03/2010 (hereinafter referred to as 'the said Deed of Cancellation') by and between the said Naresh therein referred to as the First Party of the one part and the said Darshan therein referred to as the Second Party of the other part, the parties thereto cancelled the said First DOC upon the terms and conditions as contained therein. The said Deed of Cancellation is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3137/10;

27. By a Deed of Confirmation dated 25/03/2010 (hereinafter referred to as 'the said Fourth DOC') executed by and between the said Shobha, the said Anil, the said Rajesh, the said Sandeep and the said Nikhil therein collectively referred to as the First Party of the First Part, the said Naresh therein referred to as the Second Party of the Second Part and the said Darshan therein referred to as the Third Party of the Third Part, the parties thereto confirmed the said Deed of Conveyance dated 24/08/2009. The said Fourth DOC is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3138/10;

28. By a Deed of Conveyance dated 25/03/2010 (hereinafter referred to as 'the said Third Deed') executed by and between the said Naresh therein referred to as the Vendor of the First Part, the said Darshan therein referred to as the SECOND VENDOR of the Second Part and the said Second Owners therein referred to as the Purchasers of the Third Part, the First and Second Vendors therein sold, transferred and conveyed to the Purchasers therein and the Purchasers therein purchased and acquired from the Vendors therein all their right, interest, share and claim whatsoever in respect of the said third property at or for the consideration of and upon the terms and conditions therein contained. The said Third Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3865/10;

D. By virtue of the afore stated Deeds, documents, writings, Agreements, POA's, the said Second Owners are entitled to develop the said first, second and third property (hereinafter collectively referred to as 'the said property') in accordance with the sanctioned

For UNNATHI ESTATES


PARTNER

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Mrs. SURINDER H. RAO
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plans as may be approved by the Thane Municipal Corporation (hereinafter referred to as 'the Corporation');

E. The said Second Owners have, through their Architect, submitted layout plans in respect of the buildings to be constructed on the said first property to the Corporation and the same was duly sanctioned by the Corporation vide V.P. No.S06/0034/09/TMC/TDD/0058/09 dated 27/05/2009 upon the terms and conditions therein mentioned.

F. By Order bearing No.REVENUE/K-1/Te-1/NAP/SR-63/2009 dated 29/07/2009, the Collector, Thane, granted N.A. permission in respect of the said first property upon the terms and conditions therein mentioned.

G. The Developers, being desirous of availing the beneficial FSI in respect of the said property, prepared and submitted proposal vide letter dated 22/03/2010 to Maharashtra Housing And Area Development Authority (hereinafter referred to as 'MHADA') to enter into a joint venture partnership project for the construction of Affordable Low Cost Housing with MHADA and the MHADA principally approved the same vide its letter of Intent No.MH/CE-II/EE-I/500/10 dated 3rd April 2010.

H. Thereafter the said Second Owners submitted amended plans in respect of the said property to the Corporation and the same has been sanctioned by the Corporation and Commencement Certificate in respect thereof has been granted by the Corporation vide V.P. No.S06/0034/09 TMC/TDD/0270/10 dated 31/05/2010.

I. By Order bearing No.REVENUE/K-1/Te-1/NAP/SR-118/2010 dated 22/09/2010, the Collector, Thane granted permission for non-agricultural use in respect of the said second and third property subject to the terms and conditions contained therein.

J. Subsequently, at the request of the Second Owners, the said Letter of Intent dated 03/04/2010 was cancelled vide letter No.M.A. 2/CA. A.1/1922/10 dated 31/12/2010.

K. The said Second Owners submitted revised plans in respect of the said property to the Corporation and the Corporation has sanctioned the same and granted Commencement Certificate in respect thereof vide V.P. No.S06/0034/09 TMC/TDD/0384/11 dated 02/05/2011.

L. In the premises aforesaid and in pursuance of the above cited, Orders and permissions, the said Second Owners are entitled to develop the said property by constructing an exclusive complex thereon to be known as "UNNATHI WOODS PHASE VII" in accordance with the sanctioned amended plans and the revised plans to be sanctioned from time to time by the Corporation and have also sole and exclusive right to sell the flats and

For UNNATHI ESTATES

Shyama Mody
PARTNER



Mrs. SURINDER H. RAO
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premises in the buildings to be/being constructed on the said property and to enter into agreement/s with the purchaser and to receive the sale price in respect thereof.

M. The said Second Owners have availed Credit facility/Term Loan of Rs.35 Crore from Housing Development Finance Corporation Ltd. (hereinafter referred to as 'the said HDFC') by an Indenture of Mortgage dated 03/08/2011 (hereinafter referred to as 'the said Mortgage Deed') and as a security for the repayment of the said amount along with interest & other monies that may become due & payable to the said Bank, the said Second Owners have created mortgage in respect of the said property alongwith other adjoining properties in favour of the said HDFC. The said Mortgage Deed is registered with the Sub-Registrar of Assurances at Thane under Sr. No.8604/2011.

N. The said Second Owners have also availed additional Term Loan of Rs.15 Cores from the said HDFC upon the terms and conditions contained in the Sanction Letter dated 24/01/2012 of the said HDFC. In pursuance of the said Sanction Letter dated 24/01/2012 and as a security for the repayment of the said additional amount along with interest and other monies that may become due and payable to the said HDFC, the Partners of the said Second Owners being Borrowers, have executed an Indenture of Mortgage dated 26/03/2013 (hereinafter referred to as 'the said Second Mortgage Deed') in favour of the said HDFC and have created mortgage in respect of the said property therein referred to as the mortgaged property upon the terms and conditions contained therein. The said Second Mortgage Deed is registered with the office of Sub-Registrar of Assurances at Thane under Serial No.2524/2013.

O. The said Second Owners have also obtained Environment Clearance Certificate from the Government of Maharashtra, Environment Department vide correspondence bearing No. SEAC-2010/CR-686/TC-2 dated 30/07/2013.

P. The partners of the said Second Owners have, on behalf of the said Second Owners, further availed additional Term Loan of Rs.50 Cores from the said HDFC upon the terms and conditions contained in the Offer Letter dated 07/10/2013 of the said HDFC. In pursuance of the said Offer Letter dated 07/10/2013 and as a security for the repayment of the said additional amount along with interest and other monies that may become due and payable to the said HDFC, the Partners of the said Second Owners being Borrowers, have executed an Indenture of Mortgage dated 28/10/2013 (hereinafter referred to as 'the said Third Mortgage Deed') in favour of the said HDFC and have created mortgage in respect of the said property therein referred to as the mortgaged property upon the terms and conditions contained therein. The said Third Mortgage Deed is registered with the office of Sub-Registrar of Assurances at Thane under Serial No.8330/2013.

For UNNATHI ESTATES


PARTNER

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Mrs. SURINDER H. RAO
B.A.L.L.B.
ADVOCATE HIGH COURT

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Date :

Q. By a Deed of Right of Way dated 10/12/2015, executed by and between the Second Owners herein therein referred to as the Party of the First Part of the one part and Shri. Krishna JayramRaut & 19 others therein referred to as the Party of the Second Part of the Second part and the said Owners herein therein referred to as the Party of the Third Part, Party of the First Part with the consent and knowledge of Party of the First Part and Second Part agreed to grant to the Party of the Third part therein a right of way over a portion of the said Second and Third property being a passage of 12'.0 meters wide road running across the Property more particularly described therein to be used as private access road at free of cost from the existing D.P. Road to the said First Property herein more particularly described in the Third Schedule thereunder written upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Right of Way Deed'). The said Right of Way Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.14303/2015.

R. The Second Owners have, subsequently, submitted further revised plans in respect of the said property to the Corporation and the Corporation has sanctioned the same and granted amended Commencement Certificate in respect thereof vide V.P. No.S06/0034/09 TMC/TDD/ 1625/15 dated 29/12/2015.

S. The Corporation has granted Commencement Certificate in respect of G1 Building vide V.P. No.S06/0034/09 TMC/TDD/ 1671/16 dated 01/02/2016.

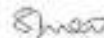
T. The Second Owners are entitled to construct four buildings being Building G1 comprising of stilt plus 13 upper floors, Building G2 comprising of stilt plus 17 upper floors, Building G3 comprising of stilt plus 1 upper floor and Building G4 comprising of stilt plus 4 upper floors as well as a Club House comprising of ground plus 1 upper floor and an elevated RG (Podium) on the said property as per the plans sanctioned in respect of the said property. Moreover, as per provisions of the D. C. Regulations, the Second Owners intend to acquire either additional TDR in the form of FSI &/or additional FSI by paying premium to the Corporation/Competent Authority and consume and utilise the same on the said G3 and G4 buildings in order to construct the said G3 & G4 building comprising of stilt plus 18 and 19 or more upper floors respectively.

In view of the above, I hereby state that in my opinion, subject to: 1) compliance of the various terms and conditions mentioned in the aforementioned exemptions, orders and permissions, 2) mortgage created in favour of the said HDFC as mentioned hereinabove and 3) what is stated hereinabove, the title of: a) the said First Owners to the said First, Property more particularly described in the First Schedule hereunder written and b) the said Second Owners to the said Second Property and the said Third Property more particularly described in the Second Schedule and Third Schedule respectively hereunder written is clear, marketable and free from all encumbrances.

For UNMATHI ESTATES


PARTNER

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Mrs. SURINDER H. RAO
B.A.L.L.B.
ADVOCATE HIGH COURT

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Date :

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land bearing Survey No.246 admeasuring 3890 sq. mtrs., situate, lying and being at Village Kavesar, Taluka and District Thane Thane and within the local limits of Thane Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land bearing Survey No.247 Hissa No.1 admeasuring 4200 sq. mtrs. or thereabout situate, lying and situate at Village Kavesar, Taluka & Dist. Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land bearing Survey No.247/2 admeasuring 3140 sq. mtrs. or thereabout situate, lying and situate at Village Kavesar, Taluka & Dist. Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

Dated this 08th day of March, 2016

Yours faithfully

Advocate
Mrs. Surinder H. Rao
ADVOCATE
Shop No. 21, Court Naka, Thane.

For UNNATHI ESTATES

PARTNER