

**TO WHOMSOEVER IT MAY CONCERN**

THIS IS TO CERTIFY that I have investigated the title to the land bearing Old Survey No.166, New Survey No.37, Hissa No.7, admeasuring 3540 sq. meters, situate, lying and being at Revenue Village Mira, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation, owned by M/s. Raj Realtors and have to state as hereunder;

1. Originally Smt. Girija Ramchandra Bhoir, Smt. Vimal Kana Gharat nee Vimal Ramchandra Bhoir, Mr. Pramod Ramchandra Bhoir, Smt. Kamlabai Hukumchand Bhoir, Mr. Madhukar Bistur Bhoir and Mr. Vishnu Bistur Bhoir alongwith one Smt. Diwalibai Bistur Bhoir (since deceased) and Ramchandra Bistur Bhoir (since deceased) were the joint owners of land bearing Old Survey No.166, New Survey No.37, Hissa No.7, admeasuring 3540 sq. meters, situate, lying and being at Revenue Village Mira, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation.

2. By an Agreement, dated 17<sup>th</sup> October, 1987, duly registered with the Office of Sub-Registrar of Assurances at Thane under Sr.No.677, dated 29<sup>th</sup> January, 1988, the said Smt. Girija Ramchandra Bhoir and others agreed to sell the said property to M/s Shanti Constructions, being a partnership firm consisting of four partners namely Mr. Dilip Manilal Vora, A. K. Goyal (H.U.F.) represented by its Karta Mr. Ashok Kumar T. Goyal, Mr. Nalin Jamnadas Tejura, Mr. Bhupendra Jamnadas Tejura, and Mr. Dilip Jamnadas Tejura, at the price and on the terms and conditions mentioned therein. The parties to the said Agreement, dated 17<sup>th</sup> October, 1987, had further modified the terms of the said Agreement, dated 17<sup>th</sup> October, 1987, by executing a Supplemental Agreement, dated 10<sup>th</sup> October, 1991, duly registered with the Sub-Registrar of Assurances at Thane under Serial No. 72/91, dated 11<sup>th</sup> October, 1991.

3. Smt. Girija Ramchandra Bhoir and others had also executed an Irrevocable General Power of Attorney, dated 17<sup>th</sup> October, 1987, in favour of Mr. Nalin Jamnadas Tejura and Mr. Dilip M. Vora, being two partners of the said M/s. Shanti Constructions, conferring upon them several powers inter-alia power to deal with the said property in their absolute discretion.

4. Smt. Girija Ramchandra Bhoir and others failed and neglected to perform the terms and conditions of the said Agreement, dated 17<sup>th</sup> October, 1987 and the Supplemental Agreement, dated 10<sup>th</sup> October, 1991 and as a result, the said M/s. Shanti Constructions had filed a Special Civil Suit No. 126 of 1990, in the Court of Civil Judge (S.D.) Thane against the said Smt. Girija Ramchandra Bhoir and others for seeking specific performance of contract and other consequential reliefs. The said Special Civil Suit No. 126 of 1990 came to be decreed in favour of the said M/s. Shanti Constructions vide a Judgment and Decree, dated 21<sup>st</sup> June, 1995 and in pursuance to the said Decree, dated 21<sup>st</sup> June, 1995, passed in Special Civil Suit No. 126 of 1990, the said M/s. Shanti Constructions had deposited the balance consideration of Rs.12,000/- in the Court of Civil Judge (S.D.) Thane.

5. There was dispute and differences between the partners of M/s. Shanti Constructions and as a result, Shri Dilip Jamnadas Tejura, one of the partners of M/s. Shanti Constructions had filed a suit No. 3190 of 1995, in the Hon'ble High Court, Bombay against other partners of the said M/s. Shanti Constructions. In the said suit, the Hon'ble High Court, Bombay had appointed a Court Receiver to take the charge of the property of the said M/s. Shanti Constructions including the said property. The said Suit No. 3190 of 1995, came to be settled amongst the partners of M/s. Shanti Constructions and accordingly, the parties to the said suit had filed a consent terms in the said suit and in terms of the said consent terms, the Hon'ble High Court, Bombay was pleased to decree the said suit by an Order, dated 18<sup>th</sup> October, 2001. By virtue of the said decree passed by the

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Hon'ble High Court, Bombay in Suit No. 3190 of 1995, it has been inter-alia provided that the said property be disposed off by Shri Dilip Manilal Vora, A.K. Goyal (HUF). Shri Nalin Jamnadas Tejura, Shri Bhupendra Jamnadas Tejura and Shri Dilip Jamnadas Tejura, being the partners of erstwhile dissolved partnership firm of M/s. Shanti Constructions, through the Court Receiver either by public auction or by private treaty.

6. One Shri Vishnu Bistur Bhoir was also claiming to be one of the heirs of late Shri Bistur Rama Bhoir and as such, the said Shri Vishnu Bistur Bhoir had filed a Special Civil Suit No. 774 of 1996, in the Court of Civil Judge (S.D.) Thane against M/s. Shanti Constructions and other co-owners of the said property for seeking an order of declaration and injunction. Pending the hearing and final disposal of the said Special Civil Suit No. 774 of 1996, the parties to the said suit had settled their dispute and accordingly, the parties to the said suit had filed the consent terms in the said suit and by an Order, dated 17<sup>th</sup> February, 2004, the Ld. Civil Judge (S.D.) Thane was pleased to decree the said suit in terms of consent terms. The said Shri Vishnu Bistur Bhoir had also executed a Deed of Confirmation, dated 25<sup>th</sup> February, 2004, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-2/01319/2004, dated 25<sup>th</sup> February, 2004, to confirm and ratify the legal rights of M/s. Shanti Constructions in respect of the said property. The said Shri Vishnu Bistur Bhoir had also executed a Power of Attorney, dated 24<sup>th</sup> February, 2004, in favour of Shri Dilip M. Vora, being one of the partners of M/s. Shanti Constructions, conferring upon him several powers inter-alia power to deal with the said property by M/s. Shanti Constructions in its absolute discretion. The said Shri Vishnu Bistur Bhoir had also executed a Declaration, dated 25<sup>th</sup> February, 2004, inter-alia confirming the title and possession of M/s. Shanti Constructions over the said property.

7. One M/s. Moon Constructions, being a partnership firm of Shri Narendra Hariprasad Agarwal and Shri Babubhai Manjibhai Savalia, had offered to purchase the said property from the partners of M/s. Shanti Constructions. Pursuant to the said offer, the partners of M/s. Shanti Constructions also agreed to sell the said property to M/s. Moon Constructions.

8. The name of one The Estate Investment Co. Pvt. Ltd., was appearing in the 7/12 Extract of the said property as a superior holder thereof. By a Letter Ref. No. EI/NOC/510/2011, dated 16<sup>th</sup> May, 2011, the said The Estate Investment Co. Pvt. Ltd., had given its no objection to the said M/s. Moon Construction to develop the said property.

9. Pending the execution of an agreement by and between the partners of M/s. Shanti Constructions and the said M/s. Moon Constructions, in respect of the said property, the said Smt. Girija Ramchandra Bhoir, Smt. Vimal Kana Gharat nee Vimal Ramchandra Bhoir, Mr. Pramod Ramchandra Bhoir, Smt. Kamlabai Hukumchand Bhoir, Mr. Madhukar Bistur Bhoir, Mr. Vishnu Bistur Bhoir with the consent and confirmation of the said M/s. Shanti Construction and also with the consent of M/s. Moon Construction sold, transferred and conveyed the said property to Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Construction vide a Deed of Conveyance, dated 16<sup>th</sup> August, 2011, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/06741/2011, dated 23<sup>rd</sup> August, 2011, for the consideration mentioned therein.

10. By a Declaration cum Confirmation, dated 18<sup>th</sup> October, 2011, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/08128/2011, dated 20<sup>th</sup> October, 2011, Shri Pramod Ramchandra Bhoir, Shri Vinod Ramchandra Bhoir, Smt. Chandrakala Vijay Thombre nee Vijaya Vijay Thombre and Smt. Yogita Janardan Patil, had confirmed and ratified the said Deed of Conveyance, dated 16<sup>th</sup> August, 2011, executed by

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and between the parties thereto in respect of the said property and also confirmed the title of the said Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions, in respect of the said property.

11. On 8<sup>th</sup> November, 2011, the Court Receiver, Bombay has also handed over the quiet, vacant and peaceful possession of the said property to Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions, by signing a Letter of Possession, dated 8<sup>th</sup> November, 2011, to that effect.

12. Smt. Vimal Kana Gharat was not a party to the said Deed of Conveyance, dated 16<sup>th</sup> August, 2011, executed by and between the parties thereto in respect of the said property and as such, Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions had requested the said Smt. Vimal Kana Gharat to execute a Deed of Conveyance in his favour to ratify the sale of the said property and accordingly, the said Smt. Vimal Kana Gharat had executed a Deed of Conveyance, dated 6<sup>th</sup> January, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/00860/2012, dated 7<sup>th</sup> February, 2012, in favour of the said Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions, in respect of the said property.

13. Shri Manohar Hukumchand Bhoir died intestate leaving behind his mother by name Smt. Kamlabai Hukumchand Bhoir, widow by name Smt. Dwarkabai Manohar Bhoir and a son by name Shri Nitesh Manohar Bhoir, as his heirs and legal representatives.

14. Smt. Kamlabai Hukumchand Bhoir, Smt. Dwarkabai Manohar Bhoir and Shri Nitesh Manohar Bhoir, was also not a party to the Deed of Conveyance, dated 16<sup>th</sup> August, 2011, executed by and between the parties thereto in respect of the said property and as such, the said Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions had requested the said Smt. Kamlabai Hukumchand Bhoir and others to execute a Deed of

Conveyance in his favour to ratify the sale of the said property and accordingly, the said Smt. Kamlabai Hukumchand Bhoir and others had also executed a Deed of Conveyance, dated 6<sup>th</sup> January, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/00867/2012, dated 7<sup>th</sup> February, 2012, in favour of the said Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions, in respect of the said property.

15. One M/s. Seven Eleven Hotels Pvt. Ltd., was claiming its alleged right in respect of the said property on the basis of a Deed of Conveyance, dated 7<sup>th</sup> March, 2012, executed in its favour by Smt. Kamlabai Hukumchand Bhoir and others and having regard to the said fact, the said Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions had purchased the alleged rights of M/s. Seven Eleven Hotels Pvt. Ltd., in the said property by executing an Agreement for Sale, dated 8<sup>th</sup> October, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/7678/2013, dated 14<sup>th</sup> October, 2013, at the price and on the terms and conditions stipulated therein. In pursuance of the said Agreement for Sale, dated 8<sup>th</sup> October, 2013, the said M/s. Seven Eleven Hotels Pvt. Ltd., had also executed an Irrevocable General Power of Attorney, dated 8<sup>th</sup> October, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/7679/2013, dated 14<sup>th</sup> October, 2013, in favour of the said Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions, conferring upon him several powers inter-alia power to deal with and/or develop the said property in his absolute discretion.

16. By a Deed of Conveyance, dated 14<sup>th</sup> October, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/8259/2013, dated 31<sup>st</sup> October, 2013, the said Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions had also purchased the alleged rights of Shri Anant Kashinath Patil and others, in respect of the said property, for the

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consideration mentioned therein. Simultaneous to the execution of the said Deed of Conveyance, dated 14<sup>th</sup> October, 2013, the said Shri Anant Kashinath Patil and others had also executed an Irrevocable General Power of Attorney, dated 31<sup>st</sup> October, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/8260/2013, dated 31<sup>st</sup> October, 2013, in favour of the said Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions in respect of the said property, conferring upon him several powers inter-alia power to deal with the said property.

17. By an Agreement for Sale, dated 21<sup>st</sup> October, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/7964/2013, dated 23<sup>rd</sup> October, 2013, the said Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions agreed to sell the said property to M/s. G. N. Realtors-II, at the price and on the terms and conditions stipulated therein. In pursuance of the said Agreement for Sale, dated 21<sup>st</sup> October, 2013, the said Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions had also executed a Power of Attorney, dated 21<sup>st</sup> October, 2013 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/7965/2013, on 23<sup>rd</sup> October, 2013, in favour of the partners of M/s. G. N. Realtors-II, conferring upon them several powers inter-alia power to deal with the said property.

18. By a Deed of Conveyance, dated 16<sup>th</sup> December, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/9445/2013, dated 19<sup>th</sup> December, 2013, the said Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions with the consent and confirmation of M/s. G. N. Realtors-II sold, transferred and conveyed the said property to M/s. Raj Realtors, for the consideration mentioned therein. Simultaneous to the execution of the said Deed of Conveyance, dated 16<sup>th</sup> December, 2013, executed by Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions had also executed a Power of Attorney, dated 19<sup>th</sup>

December, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/9446/2013, on 19<sup>th</sup> December, 2013, in favour of the partners of M/s. Raj Realtors, conferring upon them several powers inter-alia power to deal with and/or develop the said property.

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

- a) Agreement, dated 17<sup>th</sup> October, 1987, duly registered with the Office of Sub-Registrar of Assurances at Thane under Sr.No.677, dated 29<sup>th</sup> January, 1988, executed by Smt. Girija Ramchandra Bhoir and others in favour of M/s Shanti Constructions, in respect of the said property.
- b) Supplemental Agreement, dated 10<sup>th</sup> October, 1991, duly registered with the Sub-Registrar of Assurances at Thane under Serial No. 72/91, dated 11<sup>th</sup> October, 1991, executed by Smt. Girija Ramchandra Bhoir and others in favour of M/s Shanti Constructions, in respect of the said property.
- c) Deed of Confirmation, dated 25<sup>th</sup> February, 2004, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-2/01319/2004, dated 25<sup>th</sup> February, 2004, executed by Shri Vishnu Bistur Bhoir in favour of M/s. Shanti Constructions in respect of the said property.
- d) Deed of Conveyance, dated 16<sup>th</sup> August, 2011, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/06741/2011, dated 23<sup>rd</sup> August, 2011, executed by Smt. Girija Ramchandra Bhoir, Smt. Vimal Kana Gharat nee Vimal Ramchandra



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- Bhoir, Mr. Pramod Ramchandra Bhoir, Smt. Kamlabai Hukumchand Bhoir, Mr. Madhukar Bistur Bhoir, Mr. Vishnu Bistur Bhoir, with the consent and confirmation of M/s. Shanti Construction and M/s. Moon Construction in favour of Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Construction, in respect of the said property.
- e) Declaration cum Confirmation, dated 18<sup>th</sup> October, 2011, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/08128/2011, dated 20<sup>th</sup> October, 2011, executed by Shri Pramod Ramchandra Bhoir, Shri Vinod Ramchandra Bhoir, Smt. Chandrakala Vijay Thombre nee Vijaya Vijay Thombre and Smt. Yogita Janardan Patil, in respect of the said property.
- f) Deed of Conveyance, dated 6<sup>th</sup> January, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/00860/2012, dated 7<sup>th</sup> February, 2012, executed by Smt. Vimal Kana Gharat in favour of the said Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions, in respect of the said property
- g) Deed of Conveyance, dated 6<sup>th</sup> January, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/00867/2012, dated 7<sup>th</sup> February, 2012, executed by Smt. Kamlabai Hukumchand Bhoir and others in favour of the said Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions, in respect of the said property.
- h) Agreement for Sale, dated 8<sup>th</sup> October, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/7678/2013, dated 14<sup>th</sup> October, 2013, executed by M/s. Seven Eleven Hotels Pvt. Ltd., in favour of Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions in respect of the said property.

- i) Irrevocable General Power of Attorney, dated 8<sup>th</sup> October, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/7679/2013, dated 14<sup>th</sup> October, 2013, executed by M/s. Seven Eleven Hotels Pvt. Ltd., in favour of Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions in respect of the said property.
- j) Deed of Conveyance, dated 14<sup>th</sup> October, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/8259/2013, dated 31<sup>st</sup> October, 2013, executed by Shri Anant Kashinath Patil and others in favour of Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions in respect of the said property.
- k) Irrevocable General Power of Attorney, dated 31<sup>st</sup> October, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/8260/2013, dated 31<sup>st</sup> October, 2013, executed by Shri Anant Kashinath Patil and others in favour of Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions in respect of the said property.
- f) Agreement for Sale, dated 21<sup>st</sup> October, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/7964/2013, dated 23<sup>rd</sup> October, 2013, executed by Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions in favour of M/s. G. N. Realtors-II, in respect of the said property.
- g) Power of Attorney, dated 21<sup>st</sup> October, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/7965/2013, dated 23<sup>rd</sup> October, 2013, executed by Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions in favour of the partners of M/s. G. N. Realtors-II, in respect of the said property.

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- h) Deed of Conveyance, dated 16<sup>th</sup> December, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/9445/2013, dated 19<sup>th</sup> December, 2013, executed by Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions with the consent and confirmation of M/s. G. N. Realtors-II in favour of M/s.Raj Realtors, in respect of the said property.
- i) Power of Attorney, dated 19<sup>th</sup> December, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/9446/2013, on 19<sup>th</sup> December, 2013, executed by Shri Uday Ghanshyam Naik, proprietor of M/s. G.N. Constructions in favour of the partners of M/s. Raj Realtors, in respect of the said property.

20. On the whole, from the searches taken by me in the office of Sub-Registrar of Assurance at Thane and 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 land bearing Old Survey No.166, New Survey No.37, Hissa No.7, admeasuring 3540 sq. meters, situate, lying and being at Revenue Village Mira, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation, owned by M/s. Raj Realtors, is clear, marketable and free from all encumbrances.

Dated : 29<sup>th</sup> March, 2014

  
Advocate