

Ms. RATNAMALA VASANT BHAT
B.A., L.L.B
ADVOCATE HIGH COURT

**R/o. B-2, Shanti Campus, PanditMadan Mohan Malvia Road, Near Mehul
Cinema, Mulund(w), Mumbai-400 080.**

TO WHOMSOEVER IT MAY CONCERN

1. One Shri Kalya Govind Mukadam (Kalya, for short) was the owner inter-alia seized and possessed of all that piece and parcel of land bearing

S. No	Old Survey No	New Survey No	Hissa No.	Area (Sq. Mtr)
1.	81	87	1B	2340
2.	81	87	1C	1630
3.	81	87	1D	1020
4.	81	87	1F	810
5.	81	87	3	1300
6.	81	87	4C	400
	Total Area			7500

lying being and situate at village Owale, Taluka & Dist. Thane (First Plot, for short). The said Kalya expired on 04/07/1990 leaving behind him his widow viz. Smt. Pavshibai Kalya Mukadam (Pavshi, for short), one son Vinayak Kalya Mukadam (Vinayak, for short) and one married daughter Prabhavati Waman Bhoir (Prabhavati, for short) as his only legal heirs according to the provisions of Hindu Succession Act by which he was governed at the time of his death. Pavshi died intestate on 17/08/1995 leaving behind her one son Vinayak and one married daughter Prabhavati as her only legal heirs according to the provisions of Hindu Succession Act by which he was governed at the time of her death. In the aforesaid premises Vinayak and Prabhavati became the co-owners of the said First Plot. By Agreement for Sale dated 30/10/2006 registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.6967/2006 made and executed between M/s. Swastik City, a partnership firm through its partners (Swastik, for short) therein referred to as the Purchasers of the one part and Vinayak alongwith Others (Vinayak & others, for short) therein referred to as the Owners of the other part, the owner therein agreed to sell, transfer and assigns all their right, title and interest in respect of the said First Plot to Swastik at and for consideration and upon the terms and conditions therein contained.

2. One Bhau was the owner inter-alia seized and possessed of and otherwise entitled to all that piece and parcel of land bearing

S. No	Old Survey No	New Survey No	Hissa No.	Area (Sq. Mtr)
1.	80	86	1A+2+3A	3900

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2.	80	86	3C	1200
3.	81	87	1A	4260
4.	81	87	1D+4D	450
5.	81	87	1E	830
6.	81	87	1Z	1120
7.	81	87	2	1270
8.	81	87	4A	950
9.	81	87	4B	450
	Total Area			14430

lying being and situate at village Owale, Taluka & Dist. Thane (Second Plot, for short). The said Bhau during his life time gifted the said Second Plot to his grandson viz. the said Hender (i.e. son of his only daughter Venubai) and accordingly name of the said Hender came to be recorded in the revenue records of the Second Plot. By Agreement for Sale dated 30/06/2006 registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.3562/2006 made and executed between the said Swastik therein referred to as the Purchasers of the one part and the said Hender along with others therein referred to as the Owners of the other part, the owners therein agreed to sell, transfer and assigns all their right, title and interest in respect of the said Second Plot to the Swastik for consideration and upon the terms and conditions therein contained.

By Development Agreement dated 11/02/2008 registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.1334/08 made and executed between Swastik therein referred to as the Owners of the one part and M/s. Damji Shamji Realty Pvt. Ltd. (Company, for short) therein referred to as the Developers of the other part, the owner therein granted the development rights for and in respect of the First Plot and the Second Plot to the Company at and for consideration and upon the terms and conditions therein contained.

(3) One Shri Moreshwar Kondu Tattu alias Joshi (Moreshwar, for short) was the owner inter-alia seized and possessed of and otherwise entitled to all that piece and parcel of land bearing

S. No	Old Survey No	New Survey No	Hissa No.	Area (Sq. Mtr)
1.	80	86	3B	600
	Total Area			600

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lying being and situate at village Owale, Taluka & Dist. Thane (Third Plot, for short). The said Moreshwar died intestate on 15/09/1975 leaving behind him four sons viz. 1. Shri Bhaskar Moreshwar Tattu alias Joshi (Bhaskar, for short), 2. Shri Shriram Moreshwar Tattu alias Joshi (Shriram, for short), 3. Shri Sadashiv Moreshwar Tattu alias Joshi (Sadashiv, for short), 4. Shri Balkrishna Moreshwar Tattu alias Joshi (Balkrishna, for short) and two married daughters 5. Mrs. Sujata Balkrishna Shaligram (Sujata, for short) and 6. Mrs. Sumedha Suryakant Patankar (Sumedha, for short) as his only legal heirs according to the provisions of Hindu Succession Act by which he was governed as the time of his death. The said Bhaskar died intestate on 18/12/2002 leaving behind him his widow Smt. Usha Bhaskar Tattu alias Joshi, one son Shri Mahesh Bhaskar Tattu alias Joshi and two married daughters Mrs. Saniya Sudhir Ketkar and Mrs. Amruta Ghanshyam Joshi (legal heirs of the said Bhaskar") as his legal heirs according to the provisions of Hindu Succession Act by which he was governed at the time of his death. The said Sadashiv died intestate as a bachelor on 18/12/2002 leaving behind him his two brothers i.e. the said Shriram, the said Balkrishna, two sisters viz. Sujata and Sumedha and the legal heirs of the said Bhaskar as his only legal heirs according to the provisions of Hindu Succession Act by which he was governed at the time of his death. In the aforesaid premises the said Shriram, Balkrishna, Sujata, Sumedha and the legal heirs of the Bhaskar became the co-owners of the Third Plot. By adverse registered Release Deeds respectively Balkrishna, Sujata, Sumedha, and Shriram have released all their respective rights, titles and interest in respect of their undivided share in the Third Plot in favour of the legal heirs of the said Bhaskar and the two married daughters Mrs. Saniya Sudhir Ketkar and Mrs. Amruta Ghanshyam Joshi have released all their right, title and interest in respect of their undivided share in the said Third Plot in favour of their mother Smt. Usha Bhaskar Tattu alias Joshi and brother Shri Mahesh Bhaskar Tattu alias Joshi. In the aforesaid premises Smt. Usha Bhaskar Tattu alias Joshi and Shri Mahesh Bhaskar Tattu alias Joshi became the co-owners of the said Third Plot. By a Agreement for Sale dated 23/11/2009 registered with the Sub-Registrar of Assurances at Thane under serial No. 11058/2009 made between M/s. Astavinayak Developers (Firm, for short) referred as the Purchaser of the First Part and Smt. Usha Bhaskar Tattu alias Joshi and Shri Mahesh Bhaskar Tattu alias Joshi (Usha & Mahesh, for short) referred as the Owners of the Second Part and Others, the owners therein with the consent and knowledge of the Confirming Party therein agreed to sell, transfer and assign all their right, title and interest in the Third Plot to the Purchasers therein at and for consideration and upon the terms and conditions therein contained and subsequently by a Deed of Conveyance dated 05/12/2011 registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.10926/2011 executed inter alia between the Firm through its partner Shri Sachin Chandru Mirani referred as the Purchaser of the One part, Usha & Mahesh

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referred as the Owners of the second part, the Owners therein with the consent and knowledge of the Confirming Party therein sold, transferred and conveyed the Third Plot to the Purchasers therein at and for consideration and upon the terms and conditions therein contained. By Deed of Conveyance dated 01/03/2012 registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.2006/2012 executed between the Firm through its Partner Shri Sachin Chandru Mirani, referred as the Owner of the one part and Mr. Pranay V. Shah referred as the Purchaser of the other part, the Owner therein sold, transferred and conveyed the said Third Plot to Mr. Pranay V. Shah at and for consideration and upon the terms and conditions therein contained. By an Agreement for Development dated 5.6.2012 the said Mr. Pranay V. Shah has granted development rights in respect of the Third Plot to M/s. Damji Shamji Realty Pvt. Ltd. for consideration and on the terms and conditions contained therein.

4. One Shri Nago Mukadam (Nago, for short) was the owner inter-alia seized and possessed of and otherwise entitled to all that piece and parcel of land bearing

S. No	Old Survey No	New Survey No	Hissa No.	Area (Sq. Mtr)
1.	81	87	4D	2280
	Total Area			2280

lying being and situate at village Owale, Taluka & Dist. Thane (Fourth Plot, for short). The said Nago died leaving behind him two sons viz. Shri Bhau Nago Mukadam (Bhau, for short) and Shri Govind Nago Mukadam (Govind, for short) as his only legal heirs and accordingly they became the co-owners to the said Fourth Plot. Bhau and Govind during their life time orally partitioned the Fourth Plot and other properties which were owned by them in pursuance whereof the Fourth Plot came to the share of Bhau. Bhau died intestate leaving behind him only one married daughter i.e. Smt. Venubai Krushna Thandre (Venubai, for short) as his only legal heir according to the provision of Hindu Succession Act by which he was governed at the time of his death Venubai died intestate leaving behind her one son Shri Hender Krushna Thandre (Hender, for short) as her only legal heir according to the provisions of Hindu Succession Act by which she was governed at the time of her death. By Development Agreement dated 26/03/2008 registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.4479/08 executed between the Firm therein referred to as Developer of the one part and Hender therein referred to as the Owner of the other part, the owner therein granted the development rights for and in respect of the Fourth Plot to the Developers therein at and for consideration and upon the terms and conditions therein contained.

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By Deed of Conveyance dated 02/07/2008 registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.5391/2008 executed inter alia between Shri Dhiraj Popatlal Shah (Dhiraj, for short) therein referred to as the Purchaser of the First Part, Hender therein referred to as the Owner of the Second Part and the Firm though its partner Shri Sachin Chandru Mirani therein referred to as the Confirming Party of the third part, the Owner with the consent and knowledge of the Confirming Party sold, transferred and conveyed the Fourth Plot to the Purchaser at and for consideration and upon the terms and conditions therein contained in pursuance whereof the said Dhiraj became the owner of the said Fourth Plot. By Deed of Conveyance dated 03/05/2010 registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.5748/2010 executed between Dhiraj therein referred to as the Vendor of the One Part and the Mr. Dilip D. Shah, Director of Damji Shamji Realty Pvt. Ltd. therein referred to as the Purchaser of the other part, the Vendor therein sold, transferred and conveyed the said Fourth Plot to Company at and for consideration the and upon the terms and conditions therein contained.

(5) By Deed of Exchange of development rights registered with the Sub Registrar of Assurances, Thane under serial no.TNN5-03194-2011 dated 1.4.2011 and made inter alia between Vihang Infrastructure Pvt. Ltd., party of the First Part (Vihang, for short) and the Company as the Party of the Second Part, Vihang assigned, transferred the development rights of the portion of land bearing s. no. 77/1 admeasuring 529.37 sq.mts. situated, lying and being at village Owale, Taluka and District Thane (Fifth, Plot) together with the benefits and advantages in exchange to the Company in

S. No	Survey No	Hissa No.	Area (Sq. Mtr)
1.	77	1	529.37
	Total Area		529.37

consideration of the Company assigning, transferring and assuring unto Vihang development rights in respect of the portion of the Second Plot bearing old Survey No. 81/1Z and new Survey No. 87/1Z admeasuring 758.68 sq. mts. on the terms and conditions therein contained.

Smt. Mankibai Krishna Mukadam has filed a Special Civil Suit bearing No. 930 of 2008 in the Court of Civil Judge (S.D.) Thane. The said is pending in the Court. No interim Order has been passed therein against Damji Shamji Realty Pvt. Ltd.

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Smt. Shantibai Dharma Bhoir has filed a Special Civil Suit bearing No. 736 of 2011 in the Court of Civil Judge (S.D.) Thane. The said Suit is pending in the Court. No interim Order has been passed therein against Damji Shamji Realty Pvt. Ltd.

I have investigated the title of Damji Shamji Realty Pvt. Ltd., the Company to the said five plots and subject to the sanctions, permissions and approvals of the concerned Authorities and subject to outcome of the pending suits I am of the view that that the same are clear, marketable and free from encumbrances. I hereby state and certify that subject to what has been stated hereinabove Damji Shamji Realty Pvt. Ltd. have got subsisting rights to develop the First Plot, Second Plot, Third Plot, Fourth Plot and Fifth Plot respectively as per the plans sanctioned by the concerned Authorities.

Dated this 28th day of July, 2017

Yours faithfully,

RATNAMALA VASANT BHAT
(Advocate)