



# ASD Associates

## ADVOCATES & SOLICITORS

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### TITLE REPORT

To :  
**M/s. YASH ENTERPRISES**  
B/401, Shiv Datta Co-op. Housing  
Society Ltd., Anand Nagar,  
Chatrapati Shivaji Complex  
Road No.11, Dahisar (East),  
Mumbai - 400 068.

Dear Sirs,

The subject matter of this Title Report are :

(A) All those pieces and parcels of land bearing (i) CTS No.2587A, admeasuring 3353.80 sq.mtrs. or thereabouts (ii) CTS No.2587B, admeasuring 367 sq.mtrs. or thereabouts lying, being and situate at Village Dahisar, Taluka Borivali, Mumbai Suburban District, within the registration District of Mumbai Suburban, more particularly described Firstly in the Schedule hereunder written, hereinafter referred to as "the First Property".

(B) All that piece and parcel of land all that piece and parcel of land bearing Survey No.173, Hissa No.4, admeasuring 4½ Gunthas equivalent to 80.37 sq.yards as per the 7/12 extract corresponding to CTS No.2567/1 and admeasuring 67.2 sq.mtrs. or thereabout as per the CTS Records situate lying and being at Village Dahisar, Taluka Borivali, Mumbai Suburban District, entirely falling under the nalla, Mumbai Suburban District, within the registration District of Mumbai Suburban District, more particularly

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described Secondly in the Schedule hereunder written, hereinafter referred to as "the Second Property".

1. FIRST PROPERTY:-

- (i) Under a Registered Deed of Conveyance dated 18.05.1973 by and between (i) Shri Jagannath Vithal Patil, (ii) Kamlakar Krishna Patil, (iii) Shri Harishchandra Tukaram Patil, (iv) Shri Narottam Tukaram Patil and (v) Smt.Damayanti Tukaram Patil, therein referred to as "the Vendors" of the One Part and Smt.Laxmibai Govind Patil, therein referred to as the Purchaser of the other part, the said Laxmibai purchased all those pieces and parcels of land or ground, hereditaments and premises situate, lying and being at Village Dahisar, Taluka Borivali, Mumbai bearing Survey No.139, Hissa No.19 (part), admeasuring 13 Gunthas i.e. to say 1564.00 sq.yards equivalent to 1308.10 sq.mtrs. or thereabouts, Survey No.170, Hissa No.4, admeasuring 5160.11 sq.yards equivalent to 4351.71 sq.mtrs. or thereabouts and Survey No.174, Hissa No.5, admeasuring 25 ½ Gunthas that is to say 2885.59 sq.yards. equivalent to 2412.70 sq.mtrs. or thereabouts and more particularly described in the aforesaid registered Deed of Conveyance dated 18.05.1973.





- (ii) The said Deed of Conveyance has been duly registered with the Sub-Registrar of Assurance at Mumbai bearing Serial No.BOM/S-858/1973 dated 0607.1973.
- (iii) In the premises that have happened the said Laxmibai Govind Patil became the sole and absolute owner in respect of the said properties mentioned above;
- (iv) Under an Agreement dated 20.11.1986 made by and between the said Laxmibai Govind Patil on one hand And (i) Shri Sureshkumar Mohanlal Jain and (ii) Smt.Shakuntala Phutarmal Jain on the other hand, the said Laxmibai Govind Patil agreed to sell to the said Shri Sureshkumar Mohanlal Jain and Smt.Shakuntala Phutarmal Jain including their nominees and assigns all that piece or parcel of land or ground, hereditaments and premises lying, being and situate at Village Dahisar, Taluka Borivali bearing Survey No.174, Hissa No.5, and City Survey No.2587 and containing by admeasurement about 1942.20 sq.mtrs., for the consideration and on the terms and conditions more particularly recorded in the said Agreement dated 20.11.1986.
- (v) Under the said Agreement dated 20.11.1986, the said Sureshkumar Mohanlal Jain and the said Smt.Shakuntala Phutarmal Jain (hereinafter for brevity's sake called "the said

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- (ix) Under the said Agreement dated 15.6.1994 the said M/s. Well Dwell Builders Pvt.Ltd. paid to the said M/s.Shah, a sum of Rs.8,25,000/- and leaving a balance of Rs.75,000/- to be paid to the said M/s.Shah at the time of execution of the Deed of Conveyance of the said Property which is more particularly described in the First Schedule thereunder written.
- (x) Since there was a mistake in the area of the property more particularly described in the First Schedule thereunder written, whereby a portion of the said area admeasuring about 470.50 sq.mtrs. (that is to say 562.72 sq.yards) was not included in the above referred two Agreements and the property card was corrected, thereby including the said portion admeasuring 562.72 sq.yards equivalent to 470.50 sq.mtrs. the said Laxmibai Patil under an Agreement in Writing dated 25.04.1995 executed in favour of the said M/s.Well Dwell Builders Pvt.Ltd., agreed to sell the portion of 562.72 sq.yards equivalent to 470.50 sq.mtrs. in addition to the area which was already agreed to be sold in the above referred agreements at or for the price and on the terms and conditions more particularly recorded in the said Agreement.
- (xi) The said Laxmibai Govind Patil being absolutely seized and possessed of and/or otherwise well and sufficiently entitled to another plot of land lying being and situate at Village Dahisar, Taluka Borivali, bearing Survey No.139, Hissa No.19 (part)

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and CTS No.2589 and admeasuring as per City Survey record 1308 sq.mtrs. under an Agreement dated 10.11.1986 agreed to sell the said Property which is more particularly described in the Second Schedule thereunder written to (i) Nareshkumar Shantilal Jain and (ii) Smt.Ushal Vimalkumar Jain (hereinafter for the sake of brevity called as "Nareshkumar and Another") at or for the price of Rs.1,30,800/- and on the terms and conditions more particularly recorded in the said Two Agreements dated 10.11.1986. Under the said agreements the said Nareshkumar and Another have paid the full consideration amount payable to the said Laxmibai Govind Patil.

- (xii) Under an Agreement in Writing dated 29.06.1990, the said Laxmibai Govind Patil agreed to sell the said property to (i) Janardhan Gawde, (ii) Dilip Sadanand Mhatre and (iii) Sudarkar Vasant Patkar acting in their capacity as Promoters of Prathamesh Co-operative Society (Proposed), in which the said Nareshkumar and Another are the First Confirming party and M/s.Kunhal Developers a firm is the Second Confirming Party, the said Property more particularly described in the Second Schedule thereunder written for the consideration and on the terms and conditions more particularly recorded in the said Agreement.

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(xiii) Under an Agreement in Writing dated 25.07.1992 made between the said (i) Janardhan Gawde, (ii) Dilip Sadanand Mhatre and (iii) Sudarkar Vasant Patkar being the Promoters of Prathamesh Co-operative Society (Proposed), therein referred to as the Vendors, the said Laxmibai Govind Patil therein referred to as the First Confirming Party of the Second Part, the said Nareshkumar and Another therein referred to as the Second Confirming Party of the Third Part ; M/s.Kunhal Development therein referred to as the Third Confirming Party of the Fourth Part and the said Laxmibai Govind Patil and therein referred to as the Purchasers of the Fifth part, the said Laxmibai Govind Patil confirmed sale of the said Property described in the Second Schedule thereunder written to the said Promoters of Prathamesh Co-operative Society (Proposed), and ultimately agreed to sell the said Property more particularly described in the Second Schedule thereunder written to the Well Dwell Builders Pvt.Ltd. at or for the price and on the terms and conditions more particularly recorded in the said Agreement.

(xiv) Under another agreement in Writing dated 22.12.1992 made between the said (i) Janardhan Gawde, (ii) Dilip Sadanand Mhatre and (iii) Sudarkar Vasant Patkar being the Promoters of the said Prathamesh Co-operative Society (Proposed), and therein referred to as the Vendors of the First Part, the said

Laxmibai Govind Patil therein referred to as the First Confirming Party of the Second Part, the said Nareshkumar and Another therein referred to as the Second Confirming Party of the Third Part, the said Kunhal Development therein referred to as the Second Confirming Party of the Fourth Part and the said Well Dwell Builders Pvt.Ltd., therein referred to as the Purchaser of the Fifth Part for the reasons set out in the said Agreement, the said (i) Janardhan Gawde, (ii) Dilip Sadanand Mhatre and (iii) Sudarkar Vasant Patkar being the Promoters of the said Prathamesh Co-operative Society (Proposed), relinquished and/or abandoned forever in favour of the said Well Dwell Builders Pvt.Ltd., all their share, claim right, title and interest and entitlement and also permitted the said Well Dwell Builders Pvt.Ltd., to have the right of entitlement to develop the entire available FSI of the said Property more particularly described in the second Schedule thereunder written and more particularly recorded in the said Agreement. In view of the aforesaid, the said Well Dwell Builders Pvt.Ltd., became absolutely entitled to the said Properties described in the First and Second Schedule thereunder written.

- (xv) Under an Agreement and Writing for grant of right of way dated 03.07.1990, the said Well Dwell Builders Pvt.Ltd., procured an access and/or right of way from the plot of land

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bearing Survey No.137, Hissa No.17, and Hissa No.18 and CTS No.2590 and 2591 and which Agreement has been lodged for registration with the sub-registrar of Assurances of Bandra under Serial No.3691 of 1990 admeasuring 03.07.1990

- (xvi) Under an Agreement in Writing dated 30.03.1999, the said Well Dwell Builders Pvt.Ltd., agreed to sell to the said Society i.e. Dahisar Shivangan Co-operative Housing Society Ltd. the properties which are more particularly described in the First and Second Schedules thereunder written for the total consideration of Rs.68,97,500/- and on the terms and conditions more particularly recorded and set out therein.
- (xvii) Under the said Agreement dated 30.03.1996, the said Society paid to the said Well Dwell Builders Pvt.Ltd., a sum Rs.68,22,500/- being part of the purchase price and leaving a balance of Rs.75,000/- to be paid at the time of completion of sale.
- (xviii) Under a Deed of Confirmation dated 30.06.1997 the said Laxmibai Patil on the one hand and the said Society on the other hand, the parties confirmed having executed the said Agreement dated 30.03.1996 as well as an Irrevocably Power of Attorney dated 03.04.1996 concerning the said properties and the said Deed of Confirmation is lodged for registration with

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the sub-registrar of Assurances of Mumbai under Serial No.BBJ/2265/97 dated 30.06.1997.

- (xix) By and under a Deed of Conveyance dated 20<sup>th</sup> January 1998 (hereinafter referred to as "the said Deed of Conveyance"), executed between the said Laxmibai Govind Patil therein referred to as the Vendor of the First Part, the said M/s. Well Dwell Builders Pvt. Ltd. therein referred to as the Confirming Party of the Second Part, and Dahisar Shivangan Co-Operative Housing Society Limited (the Society) therein referred to as the Purchasers of the Third Part, and registered with the office of the Sub-Registrar of Assurances at Bombay under serial No. BBJ/287 of 1998, the said Laxmibai Patil therein sold, transferred, assigned and conveyed and the said Well Dwell Builders Pvt.Ltd., therein confirmed unto the Society all that piece and parcel of land bearing (i) Survey No.174, Hissa No.5, corresponding to C.T.S. No.2587 (presently C.T.S. No. 2587A admeasuring 3353.80 sq.mtrs. or thereabouts after the order of amalgamation by Deputy Collector dated 18<sup>th</sup> January, 1997) together with buildings standing thereon known as 'Dahisar Shivangan' comprising of A, B, C & D wings or thereabout, (ii) Survey No.139, Hissa No.19(Part), corresponding to C.T.S. No.2589 (presently C.T.S. No. 2587B, admeasuring 367.00 sq.mtrs. or thereabouts after the order of amalgamation by Deputy Collector dated 18<sup>th</sup> January, 1997) or thereabouts

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situate, lying and being at Village Dahisar, Taluka Borivali, Mumbai Suburban District, within the Registration District of Mumbai Suburban (hereinafter referred to as "the said Lands"), at and for the consideration and in the manner therein contained. The Property conveyed under the aforesaid Deed of Conveyance is the First property which is more particularly described Firstly in the Schedule hereunder written.

- (xx) The Society through its Constituted Attorney Mr. Dattaram Laxman Kamat obtained Intimation of Disapproval vide No. E.B/CE/8195/BS/AR dated 5<sup>th</sup> September 1996, & Commencement Certificate vide No. CHE/8195/(BP)/(WS)/AP/AR dated 19<sup>th</sup> February 1997 from the Municipal Corporation of Greater Mumbai (MCGM) and accordingly buildings were constructed and flats are allotted on ownership basis to the members of the Society in various wings (i) 'A' Wing - consisting of area 645.48 sq. mtrs., (ii) 'B' Wing - consisting of area 1410.94 sq.mtrs., (iii) 'C' Wing - consisting of consisting of area 1578.82 sq.mtrs., and (iv) 'D' Wing - consisting of area 1018.78 sq.mt., in all comprising of area admeasuring about 4653.98 sq.mt. leaving balance no basic land FSI as per the Development Control Regulations on the said Lands.

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(xxi) The City Survey Office, vide their Order No. Office-7/merger/amalgamation/SR-2905 Deputy Officer Mumbai Suburban BMRD, Bandra (West), Mumbai - 400 051 dated 18<sup>th</sup> January, 1997 have changed the City Survey Number of the said Lands and hence with effect from 18<sup>th</sup> January 1997, the City Survey Number of the said Lands is numbered as (i) C.T.S. No. 2587A admeasuring 3353.80 sq. mts. or thereabouts and (ii) C.T.S. No. 2587B admeasuring 367.00 sq. mts. or thereabouts which is reserved for Maternity Home. In view of the aforesaid, the said Lands bears new C.T.S. Nos. 2587A and 2587B instead of City Survey Number 2587 and City Survey Number 2589 as stated in the said Deed of Conveyance.

(xxii) In or around the year 1998, the Society's Existing Members obtained sanction a Housing Loan of Rs. 2,62,44,000/- from the MCGM vide its Improvement Committee Resolution No. 413 dated 09.02.1998 for its project of 64 flats for 64 members, who are employees of MCGM. Further, the MCGM sanctioned additional loan of Rs. 1,62,27,000/- vide its Improvement Committee Resolution No. 20 dated 30.06.1999, to the Society for construction of additional 36 flats for its 36 new members. Hence the said MCGM sanctioned total housing loan of a sum of Rs. 4,27,71,000/- (Rupees Four Crore Twenty Seven Lacs Seventy One Thousand Only) and out of the said sanctioned loan, MCGM disbursed 90% of the amount being

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Rs.3,82,23,900/- (Rupees Three Crore Eighty Two Lacs Twenty Three Thousand Nine Hundred Only) from the total sanctioned loan of Rs.4,27,71,000/- (Rupees Four Crore Twenty Seven Lacs Seventy One Thousand Only).

(xxiii) During the construction of 'A' Wing, which had got completed upto the Plinth level, the MCGM stopped the Housing Loan, as a result of which the Society approached The Mumbai District Central Co-Op. Bank Ltd. (hereinafter referred to as "the said Bank") for a bridge loan for further construction on the Lands. The said Bank sanctioned a bridge loan of Rs.50,00,000/-, which due to the mischief of the then Promoters, was shown to have been sanctioned to the above-said Society for a period of one year. The said bridge loan has been sanctioned on 07.01.2000 by the said Bank. The said Bank further sanctioned a bridge loan of Rs.75,00,000/-. In view of the above, the total loan sanctioned was Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lacs Only), which could not be settled due to the mischief indulged by the then Promoters and about which the Society was not at all aware during the relevant period of time. The Society admits, acknowledges and accepts the aforesaid liability due to the said Bank

(xxiv) On account of what has been stated hereinabove and the Society having not paid the aforesaid dues, the said Bank filed a Dispute No. ABN/CC/1/302 of 2002 before the Hon'ble Judge

Cooperative Court No.1 at Mumbai (hereinafter referred to as "the said Dispute"), seeking such reliefs prayed thereunder against the Society. The said Hon'ble Judge Cooperative Court No.1 at Mumbai has passed Order dated 28.11.2003 in the said Dispute, The Hon'ble Court has directed the District Deputy Registrar of Co-Op. Society 'R' Ward Mumbai to take over the functions of the said Society and the said District Deputy Registrar has, from time to time, appointed various Administrators. However, as on today there is no administrator for managing the affairs of the Society.

(xxv) By a Writing dated 20<sup>th</sup> September, 1999, the Society in order to meet the liability of the said Bank entered into an Agreement with one M/s. Omkar Land Developers and Builders (hereinafter referred to as "Omkar") on certain terms and conditions, however the same did not materialize and/or implemented. Omkar has tendered letter dated 07.03.2011 to the said Society stating that they are not interested to enforce and implement the aforesaid writing, and therefore, withdraw themselves from the said project of construction of 'A' Wing on the said Lands.

(xxvi) By a Development Agreement dated 20<sup>th</sup> December, 2015 (hereinafter referred to as "the said D.A.") made between the Society therein referred to as the Society of the One Part, the Developers herein therein referred to as the Developers of the

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Other Part, and registered with the Office of the Sub-Registrar of Assurances at Borivli under Serial No. BRL-2/2511 of 2016, the Society herein granted development rights in respect of construction of Wing "A" on the portion of the said property by utilizing balance remaining FSI, TDR-FSI and Fungible/Compensatory FSI.

2. SECOND PROPERTY:-

- (i) Originally one Dadoba Balkrishna Thakur was the owner of all that piece and parcel of land bearing Survey No.173, Hissa No.4, admeasuring  $4 \frac{1}{2}$  Gunthas equivalent to 80.37 sq.yards as per the 7/12 extract corresponding to CTS No.2567/1 and admeasuring 67.2 sq. mtrs. or thereabout as per the CTS Records situate lying and being at Village Dahisar, Taluka Borivali, Mumbai Suburban District, within the registration District of Mumbai Suburban entirely falling under the nalla.
- (ii) The aforesaid Dadoba Balkrishna Thakur died intestate on or about in the year 1930 leaving behind him Yashwant and Kamlakar being the sons and Sumati being the daughter as the only heirs and legal representatives.
- (iii) By Mutation Entry No.6486 recorded in the 7/12 extract of the aforesaid Property, the names of the aforesaid heirs of late Dadoba was recorded in the column of Kabjedar.

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- (iv) The Yashwant Dadoba Thakur died intestate on 02.09.1986 and his wife Sumitra Yashwant Thakur predeceased him on 23.11.1959 leaving behind them no heirs and legal representatives.
- (v) That similarly Sumati Dadoba Thakur also died intestate as Spinster on 08.02.2003.
- (vi) That the said Kamlakar Dadoba Thakur also died intestate on 21.10.1987 leaving behind him the following heirs and legal representatives in accordance with the Hindu Succession Act, 1956 under which he was governed at the time of his death.

<u>Name</u>	<u>Relation of the Deceased</u>
(a) Prakash Kamlakar Thakur	Son (since deceased)
(b) Pramodini Alias Seema Nandkumar Jukar	Married daughter (since deceased)
(c) Kumudini alias Shailaja Shashikant Purav	Married daughter (since deceased)
(d) Anil Kamlakar Thakur	Son
(e) Sunil Kamlakar Thakur	Son

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- (vii) The aforesaid Prakash Kamlakar Thakur died on 08.07.1969 as Bachelor and as such his share devolves upon the other heirs of late Kamlakar Dadoba Thakur.
- (viii) The aforesaid Kumudini alias Shailaja Shashikant Purav also died intestate on 28.09.2000 leaving behind no issues.
- (ix) The aforesaid Pramodini Alias Seema Nandkumar Jukar also died intestate on 14.02.2003 leaving behind her Yatin Nandkumar Jukar being the son as the only heirs and legal representative.
- (x) That as such, (i) Anil Kamlakar Thakur, (ii) Sunil Kamlakar Thakur and (iii) Yatin Nandkumar Jukar, being the only heirs and legal representatives of late Dadoba Balkrishna Thakur became entitled to succeed to the said Property.
- (xi) The said Property is entirely falling under the Nalla as shown in red colour hatched lines on the Plan annexed hereto.
- (xii) By and under a Deed of Conveyance dated 24<sup>th</sup> October 2016 made between the aforesaid (i) Anil Kamlakar Thakur, (ii) Sunil Kamlakar Thakur, and (iii) Yatin Nandkumar Jukar therein referred to as the Vendors of the One Part, and the Society therein referred to as the Purchasers of the Second Part, and Yash Enterprises i.e. yourself, therein referred to as the Confirming Party of the Third Part, and registered with

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the office of the Sub-Registrar of Assurances at Borivali -4, under serial No. BRL-4/11011 of 2016, the Vendors therein sold, transferred, assigned and conveyed unto the Purchasers therein, i.e. the said Society the said Second Property, at or for the consideration and in the manner therein contained.

3. Subject to what is stated hereinabove and subject to relying upon the documents as mentioned above in our opinion the title of the said Society i.e. Dahisar Shivangan Co-Operative Housing Society Ltd., to the aforesaid First and Second Property appears to be marketable and subject to the terms and conditions mentioned in the said Agreement dated 20.12.2015, you are entitled to further develop the said First Property.

4. **General:**

(a) A photocopy of the Deed of Conveyance dated 20<sup>th</sup> January, 1998 is furnished to us and title of the First Property is traced as recited in the said Deed of Conveyance dated 20<sup>th</sup> January, 1998, and copies of none of the documents referred in the recital of the said Deed of Conveyance dated 20<sup>th</sup> January, 1998 was furnished to us for our reference or investigation of title. Therefore, title of the First Property in this report is taken by us only on assumptions as to what is stated in the recital of the copy of the said Deed of Conveyance dated 20<sup>th</sup> January, 1998 is true and correct.





- (b) For the purpose of this opinion we have assumed:
  - (i) the legal capacity of all natural persons, genuineness of all Signatures, authenticity of all documents submitted to us as certified or photocopies.
  - (ii) that there have been no amendments or changes to the documents examined by us.
  - (iii) the accuracy and completeness of all the factual representations made in the documents.
  - (iv) all prior title documents have been adequately stamped and registered.
  
- (c) For the purposes of this opinion we have relied upon information relating to:  
lineage on the basis of revenue records and information provided to us by yourselves.
  
- (d) For the purposes of this opinion, we have relied upon
  - (i) copies of documents where original documents of title were not available.
  - (ii) copies of Property Register Cards and 7/12 extracts.

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- (e) A certificate determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory body which would have to be independently satisfied despite any provisions in title documents to the contrary.
  - (f) Even though this document is titled "Title Report it is in fact an opinion based on the documents perused by us. The title report has been so given at the request of the clients to whom it is addressed.
  - (g) This opinion is limited to the matters pertaining to Indian Law (as on the date of this opinion) alone and we express no opinion on laws of any other jurisdiction.
  - (h) We are not certifying the boundaries of the above property nor are we qualified to express our opinion on physical identification at the said property.
5. That necessary Public Notices in the daily newspapers Times of India and Navshakti (Marathi) were inserted in respect of the said Properties for investigating the title of the said Society in respect thereof and both appeared in the said Newspapers dated 1<sup>st</sup> March, 2017 and thereafter no objections are received till date.
6. This Report on Title is addressed to M/s.Yash Enterprises. This Report may not be furnished, quoted or relied on by any person or



entity other than aforementioned M/s.Yash Enterprises, for any purpose without our prior written consent.

**SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :**

**Firstly :** All those pieces and parcels of land bearing (i) CTS No.2587A, admeasuring 3353.80 sq.mtrs. or thereabouts and (ii) CTS No.2587B, admeasuring 367 sq.mtrs. or thereabouts (as per the CTS Records) lying, being and situate at Village Dahisar, Taluka Borivali, Mumbai Suburban District.

**Secondly :** All that piece and parcel of land all that piece and parcel of land bearing Survey No.173, Hissa No.4, admeasuring 4½ Gunthas equivalent to 80.37 sq.yards as per the 7/12 extract corresponding to CTS No.2567/1 and admeasuring 67.2 sq.mtrs. or thereabout as per the CTS Records situate lying and being at Village Dahisar, Taluka Borivali, Mumbai Suburban District, entirely falling under the nalla, Mumbai Suburban District, within the registration District of Mumbai Suburban District.

Dated this 15<sup>th</sup> March, 2017.

Yours truly,  
  
Partner,  
ASD Associates,  
Advocates & Solicitors.