

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY THAT I have investigated the title to land bearing Old Survey No.380, New Survey No.67, Hissa No.10, admeasuring 1670 sq. meters, Old Survey No. 381, New Survey No. 66, Hissa No.3, admeasuring 670 sq. meters, Old Survey No. 381, New Survey No.66, Hissa No. 5, admeasuring 530 sq. meters, Old Survey No. 381, New Survey No. 66, Hissa No. 6, admeasuring 510 sq. meters and Old Survey No. 383, New Survey No. 61, Hissa No. 1-A, admeasuring 330 sq. meters, Old Survey No. 381, New Survey No.66, Hissa No. 8, admeasuring 450 sq. meters, Old Survey No. 381, New Survey No. 66, Hissa No. 10, admeasuring 400 sq. meters, Old Survey No.381, New Survey No. 66, Hissa No.11, admeasuring 400 sq. meters and Old Survey No. 381, New Survey No. 66, Hissa No. 13, admeasuring 400 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation and have to state as hereunder :

1. Mr. Ivan Jasin Britto, Mrs. Juliet Ivan Britto, Mr. Clifton Ivan Britto, Mr. Granville Ivan Britto, Miss.Sharon Ivan Britto, Mr. Joseph Jasin Britto, Mrs. Quincy Joseph Britto, Mr. Jasper Joseph Britto, Miss Quiddity Joseph Britto, Mr.Joab Joseph Britto, Mr. Frankie Jasin Britto, Mrs. Lydia Frankie Britto, Mr. Darryl Frankie Britto, Mr. Jason Frankie Britto, Mr. Joanas Frankie Britto and Mrs. Elvira Glen D'souza (for short hereinafter referred to as the "**First Owners**") had owned land

bearing Old Survey No.380, New Survey No.67, Hissa No.10, admeasuring 1670 sq. meters, situate, lying and being at Village Goddeo, Bhayandar (East), Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of Mira Bhayandar Municipal Corporation (for short hereinafter referred to as the "**First Property**").

2. By an Agreement, dated 22nd April, 2001 (for short hereinafter referred to as the "**First Agreement**") Shri Sunil Ratilal Shah and Shri Pragnesh Manubhai Shah had jointly agreed to purchase the first property from the first owners at the price and on the terms and conditions stipulated therein. In pursuance of the first agreement, the first owners had executed an Irrevocable General Power of Attorney, dated 13th June, 2001 (for short hereinafter referred to as the "**First Power of Attorney**") in favour of Shri Sunil Ratilal Shah and Shri Pragnesh Manubhai Shah conferring upon them several powers inter-alia power to sell the first property to the person or persons of their choice including power to execute a deed of conveyance in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance. In part performance of the first agreement, the first owners had delivered the quiet, vacant and peaceful possession of the first property to Shri Sunil Ratilal Shah and Shri Pragnesh Manubhai Shah.

3. Shri Sunil Ratilal Shah, Shri Pragnesh Manubhai Shah, Smt. Rita Sunil Shah and Shri Pragnesh Manubhai Shah (HUF) had formed a partnership firm in the name and style of M/s. Shah

Enterprises vide a Deed of Partnership, dated 1st July, 2007 to develop the properties by constructing buildings thereon. Shri Sunil Ratilal Shah and Shri Pragnesh Manubhai Shah had introduced the first property in the partnership business of M/s. Shah Enterprises.

4. In Other Rights Column of the 7/12 extract of the first property, the name of the Estate Investment Co. Pvt. Ltd., was appearing as the grantee of the Government. By a Letter Ref.No. RE/916, dated 31st May, 2007, the Estate Investment Co., Pvt. Ltd., has given its No Objection to the partners of M/s. Shah Enterprises to convert the first property for N.A. use and also to get approved plan of the buildings the then to be constructed on the first property.

5. The Mira Bhayandar Municipal Corporation had sanctioned the plan of the buildings the then to be constructed in the layout of several properties inter-alia the first property vide its V.P. No.MB/MNP/NR/3804/2006-07, dated 14th February, 2007.

6. The Collector of Thane had granted N.A. permission in respect of several properties inter-alia the first property vide N.A. Order No. Revenue/K-1/T-1/NAP/SR-58/2007, dated 26th July, 2007.

7. The Fire Department of the Mira Bhayandar Municipal Corporation had granted No Objection Certificate No. MNP/Fire/142/2007-08, dated 29th September, 2007 to construct the buildings in the layout of several properties inter-alia the first property.

8. The Mira Bhayandar Municipal Corporation had issued the Commencement Certificate No. MB/MNP/NR/3715/2007-08, dated 18th January, 2008 to commence with the work of construction of the buildings in the layout of several properties including the first property.

9. By a Deed of Conveyance, dated 26th December, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/8857/2012 (for short hereinafter referred to as the "**First Sale Deed**") the first owners at the instance of partners of M/s. Shah Enterprises had sold, transferred and conveyed the first property in favour of Shri Sunil Ratilal Shah, proprietor of M/s. Shah Enterprises.

10. Shri Sunil Ratilal Shah had purchased the first property in his name vide a Deed of Conveyance, dated 26th December, 2012 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/8857/2012 from the first owners for the benefit of the partners of M/s. Shah Enterprises.

11. By a Development Agreement, dated 5th October, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/7459/2013 (for short hereinafter referred to as the "**Second Agreement**") Shri Sunil Ratilal Shah had agreed to grant 40% of the total residential flats i.e. equivalent to 617.33 sq. meters (built-up) i.e. (exclusive of area covered under staircase, balcony, C.B. flower bed and dry balcony) in the building the then to be constructed on the first property to M/s.Thakraj Realty.

12. In pursuance of the second agreement, the partners of M/s.Shah Enterprises had executed an Irrevocable General Power of Attorney, dated 5th October, 2013 (for short hereinafter referred to as the "**Second Power of Attorney**") in favour of the partners of M/s. Thakraj Realty conferring upon them several powers inter-alia power to develop the first property by constructing buildings thereon.

13. By an Agreement, dated 16th June, 2017 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No.TNN-4/2909/2017 (for short hereinafter referred to as the "**Third Agreement**") Shri Mahesh Thakkar, being one of the partners of M/s. Thakraj Realty had assigned his 50% share in the development rights of the first property to M/s. Raj Associates-II at the price and on the terms and conditions stipulated therein.

14. Mr. Ruban Damel Vaz, Mr. Alloysius Damel Vaz, Mr.William Damel Vaz, Mrs. Avelia Pereira, Leena Xavier Vaz, Mr.Morgan Xavier Vaz and Mrs. Maggie D'Silva were the owners of land bearing Old Survey No. 381, New Survey No. 66, Hissa No.3, admeasuring 670 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation (hereinafter referred to as the "**Second Property**").

15. Mr.Joseph Peter Farrow and Mathew Farrow were personally cultivating the second property as the agricultural tenant of Mr. Ruban Damel Vaz, Mr. Alloysius Damel Vaz, Mr.William Damel Vaz, Mrs. Avelia Pereira, Leena Xavier Vaz, Mr. Morgan Xavier Vaz and Mrs. Maggie D'silva.

16. Pursuant to an Order, dated 30th May, 1992 passed by the Addl. Tahsildar and Agricultural Land Tribunal, Thane in Tenancy Case No. 32 (G)/Goddeo/6/92, the names of Mr. Joseph Peter Farrow and Mathew Farrow came to be recorded in the 7/12 extract of the second property vide a Mutation Entry No. 354, dated 2nd February, 1994 as the owners thereof.

17. By an Agreement, dated 22nd August, 2003 (for short hereinafter referred to as the "**Fourth Agreement**") Mr. Mathew Farrow, Mr. Joseph Farrow and their respective family members namely Miss Fabina Mathew Farrow, Miss Rovina Mathew Farrow, Miss Sunita Mathew Farrow, Mr. Sanyo Joseph Farrow, Mr. Macvin Joseph Farrow, Mrs. Maggie S. Fonseca (for short hereinafter jointly and collectively referred to as the "**Second Owners**") had agreed to sell the second property to Mr. Avvab A.H. Kazi, proprietor of M/s. Elegant Homes at the price and on the terms and conditions stipulated therein.

18. In pursuance of fourth agreement, the second owners had executed an Irrevocable General Power of Attorney (for short hereinafter referred to as the "**Third Power of Attorney**") in favour of Mr. Avvab A.H. Kazi, proprietor of M/s. Elegant Homes conferring upon him several powers inter-alia power to sell the second property to the person or persons of his choice.

19. By an Agreement, dated 11th September, 2006, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/07674/2006 on 12th September, 2006 (for short hereinafter referred to as the "**Fifth Agreement**") Mr. Avvab A.H. Kazi, proprietor of M/s. Elegant Homes in the

capacity of constitute attorney of the second owners had agreed to sell the second property to M/s. Sheeraz Constructions at the price and on the terms and conditions stipulated therein.

20. In pursuance of the fifth agreement, Mr. Avvab A.H. Kazi, proprietor of M/s. Elegant Homes in the capacity of constitute attorney of the second owners had executed an Irrevocable General Power of Attorney, dated 11th September, 2006, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/07676/2006 on 12th September, 2006 (for short hereinafter referred to as the **"Fourth Power of Attorney"**) in favour of the partners M/s. Sheeraz Constructions conferring upon them several powers inter-alia power to sell the second property to the person or persons of their choice including power to execute a deed of conveyance in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

21. By an Agreement, dated 7th September, 2006, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/7676/2006 on 12th September, 2006 (for short hereinafter referred to as the **"Sixth Agreement"**) the second owners through their constitute attorney Mr. Avvab A. H. Kazi, proprietor of M/s. Elegant Homes and the partners of M/s. Sheeraz Construction had agreed to surrender an area admeasuring 330 sq. meters forming the

portion of the second property to the Mira Bhayandar Municipal Corporation.

22. Shri Ramnath Marutirao Kadam and Shri Diwakar Anant Kadam were claiming their rights in the second property on the basis of a Memorandum of Understanding, dated 3rd February, 1989 executed by the second owners in their favour.

23. During the subsistence of fourth and fifth agreements including third and fourth power of attorneys, the second owners with the consent and confirmation of Shri Ramnath Marutirao Kadam and Shri Diwakar Anant Kadam had executed a Deed of Conveyance, dated 21st December, 2010, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/11557/2010 (for short hereinafter referred to as the "**Second Sale Deed**") in favour of Shri Kishanlal Maganlal Purohit in respect of the second property.

24. By a Deed of Conveyance, dated 18th April, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/2827/2012 on 20th April, 2012 (for short hereinafter referred to as the "**Third Sale Deed**") Shri Kishanlal Maganlal Purohit for self and in the capacity of constitute attorney of the second owners, Shri Ramnath Marutirao Kadam and Shri Diwakar Anant Kadam had sold, transferred and conveyed the second property to Shri Mahesh Thakkar and Shri Rajeshkumar P. Singh for the consideration mentioned therein.

25. In order to settle the claim of M/s. Sheeraz Construction in respect of the second property, Shri Mahesh Thakkar and Shri Rajeshkumar P. Singh had jointly agreed to purchase the right, title, interest and claim of M/s. Sheeraz Construction in the second property vide an Agreement for Sale cum Sale cum Development, dated 6th July, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/04881/2012 (for short hereinafter referred to as the "**Seventh Agreement**") for the consideration mentioned therein.

26. By a Deed of Release, dated 6th July, 2012 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/04880/2012 (for short hereinafter referred to as the "**First Deed of Release**") M/s. Shreeraz Construction had released and relinquished all its right, title and interest in an area admeasuring 340 sq. meters forming the portion of the second property in favour of the Shri Mahesh Thakkar and Shri Rajeshkumar P. Singh.

27. In pursuance of the first deed of release, the partners of M/s. Sheeraz Construction had executed an Irrevocable General Power of Attorney, dated 6th July, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/4881/2012 (for short hereinafter referred to as the "**Fifth Power of Attorney**") in favour of Shri Mahesh Thakkar and Shri Rajeshkumar P. Singh conferring upon them several powers inter-alia power to sell an area admeasuring 340 sq. meters forming the portion of second property to the person or persons of their choice including power to execute a deed of

conveyance in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

28. By a Deed of Release, dated 6th July, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-7/04882/2012 (for short hereinafter referred to as the "**Second Deed of Release**") M/s. Shreeraz Construction had released and relinquished all its right, title and interest in an area admeasuring 670 sq. meters forming the portion of the second property in favour of Shri Mahesh Thakkar and Shri Rajeshkumar P. Singh.

29. In pursuance of the second deed of release, the partners of M/s. Shreeraz Construction had executed an Irrevocable General Power of Attorney, dated 6th July, 2012 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No.TNN-7/4883/2012 (for short hereinafter referred to as the "**Sixth Power of Attorney**") in favour of Shri Mahesh Thakkar and Shri Rajeshkumar P. Singh conferring upon them several powers inter-alia power to sell an area admeasuring 330 sq. meters forming the portion of second property to the person or persons of their choice including power to execute a deed of conveyance in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

30. By a Deed of Cancellation, dated 5th June, 2012, registered in the office of Sub-Registrar of Assurance at Thane

under Sr. No.TNN-7/04884//2012, dated 6th July, 2012, the second owners through their constitute attorney Mr. Avvab A.H. Kazi, proprietor of M/s. Elegant Homes, Mr.Ataullah Sanaullah Khan and Mr. Zakaullah Sanuallah Khan, being the partners of M/s. Sheeraz Constructions had cancelled and terminated the sixth agreement executed by and between the parties thereto in respect of an area admeasuring 670 sq. meters forming the portion of the second property.

31. By Deed of Conveyance, dated 30th January, 2017 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No.TNN-4/775/2017 (for short hereinafter referred to as the "**Fourth Sale Deed**") Shri Mahesh Thakkar had sold, transferred and conveyed his 50% right, title and interest, share in the second property to M/s. Raj Associates-II for the consideration mentioned therein.

32. Mrs. Axcy Angel Ludrick alias Rodricks, Ms. Fellow Angel Ludrick alias Rodricks alias Mrs. Mohini Ashok Talreja, Shri Vinod Ashok Talreja, Shri Mahesh Ashok Talreja, Shri Rakesh Ashok Talreja and Shri Jitendra Ashok Talreja (hereinafter jointly and collectively referred to as the "**Third Owners**") had owned land bearing Old Survey No. 381, New Survey No.66, Hissa No. 5, admeasuring 530 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation (hereinafter referred to as the "**Third Property**").

33. By an Agreement, dated 1st October, 1994 (for short hereinafter referred to as the "**Eighth Agreement**") Mrs. Kalmed

Angel Rodricks alias Ludrik had agreed to sell her undivided right, title and interest in the third property to M/s. A. H. Contracting and Trading Co., Pvt. Ltd., and M/s. Altaf Hussain & Company at the price and on the terms and conditions stipulated therein.

34. In pursuance of the eighth agreement, Mrs. Kalmed Angel Rodricks alias Ludrik had executed an Irrevocable General Power of Attorney (for short hereinafter referred to as the "**Seventh Power of Attorney**") in favour of M/s. A. H. Contracting and Trading Co., Pvt. Ltd., and M/s. Altaf Hussain & Company conferring upon them several powers inter-alia power to sell her undivided share in the third property to the person or persons of their choice.

35. By an Agreement, dated 18th December, 1995 (for short hereinafter referred to as the "**Ninth Agreement**") M/s. A. H. Contracting and Trading Co., Pvt. Ltd., and M/s. Altaf Hussain & Company in their turn had agreed to sell the 1/3rd share of Mrs. Kalmed Angel Rodricks alias Ludrik in the third property to Mr. Shoib Abdul Rashid Khatib, proprietor of M/s. Elegant Homes at the price and on the terms and conditions stipulated therein.

36. In pursuance of the ninth agreement, M/s. A. H. Contracting and Trading Co., Pvt. Ltd., and M/s. Altaf Hussain & Company had executed a substitute Power of Attorney (for short hereinafter referred to as the "**Eighth Power of Attorney**") in favour of Mr. Shoib Abdul Rashid Khatib conferring upon him several powers inter-alia power to deal with the undivided share

of Mrs. Kalmed Angel Rodricks alias Ludrik in the third property.

37. By an Agreement, dated 26th September, 1995 (for short hereinafter referred to as the "**Tenth Agreement**") Mrs. Axcy Angel Rodricks alias Ludrik had agreed to sell her undivided right, title and interest in the third property to Mr. Mohammed Shafi Bhati at the price and on the terms and conditions stipulated therein.

38. In pursuance of the tenth agreement, Mrs. Axcy Angel Rodricks alias Ludrik had executed an Irrevocable General Power of Attorney (for short hereinafter referred to as the "**Ninth Power of Attorney**") in favour of Mr. Mohammed Shafi Bhati conferring upon him several powers inter-alia power to sell her undivided share in the third property to the person or persons of his choice.

39. By an Agreement, dated 16th November, 1995 (for short hereinafter referred to as the "**Eleventh Agreement**") Mr. Mohammed Shafi Bhati in his turn had agreed to sell the 1/3rd share of Mrs. Axcy Angel Rodricks alias Ludrik in the third property to Mr. Shoib Abdul Rashid Khatib, proprietor of M/s. Elegant Homes at the price and on the terms and conditions stipulated therein.

40. In pursuance of the eleventh agreement, Mr. Mohammed Shafi Bhati had executed a substitute Power of Attorney (for short hereinafter referred to as the "**Tenth Power of Attorney**") in favour of Mr. Shoib Abdul Rashid Khatib conferring upon him

several powers inter-alia power to deal with the undivided share of Mrs. Axcy Angel Rodricks alias Ludrik in the third property.

41. By an Agreement, dated 17th September, 1994 (for short hereinafter referred to as the "**Twelfth Agreement**") Mrs. Fello Angel Rodricks alias Ludrik had agreed to sell her undivided right, title and interest in the third property to Mr. Shoib Abdul Rashid Khatib, proprietor of M/s. Elegant Homes at the price and on the terms and conditions stipulated therein.

42. In pursuance of the twelfth agreement, Mrs. Fello Angel Rodricks alias Ludrik had executed an Irrevocable General Power of Attorney of even date (for short hereinafter referred to as the "**Eleventh Power of Attorney**") in favour Mr. Shoib Abdul Rashid Khatib, proprietor of M/s. Elegant Homes conferring upon him several powers inter-alia power to sell her undivided share in the third property to the person or persons of his choice.

43. Mrs. Kalmed Angel Rodricks alias Ludrik through her constitute attorney Mr. Sharafat Ali Tanwar, Mrs. Axcy Angel Rodricks alias Ludrik through her constitute attorney Mr. Mohammad Shafi Bhati and Mrs. Fello Angel Rodricks alias Ludrik and Mr. Shoib Abdul Rashid Khatib had agreed to sell the third property to M/s. Sheeraz Constructions vide an Agreement, dated 27th February, 2007 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/01908/2007, dated 28th February, 2007 (for short hereinafter referred to as the "**Thirteenth Agreement**") at the price and on the terms and conditions stipulated therein.

44. In pursuance of the thirteenth agreement Mr. Sharafat Ali Tanwar, being the constitute attorney of Mrs. Kalmed Angel Rodricks alias Ludrik, Mr. Mohammad Shafi Bhati being the constitute attorney of Mrs. Axcy Angel Rodricks alias Ludrik, Mr. Shoib Abdul Rashid Khatib, Mrs. Fello Angel Rodricks alias Ludrik had executed an Irrevocable General Power of Attorney, dated 27th February, 2007, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/01909/2007, dated 28th February, 2007 (for short hereinafter referred to as the "**Twelfth Power of Attorney**") in favour of the partners of M/s. Sheeraz Constructions conferring upon them several powers inter-alia power to sell the third property to the person or persons of their choice.

45. By a Deed of Release, dated 6th July, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-7/48479/2012 (for short hereinafter referred to as the "**Third Deed of Release**") M/s. Sheeraz Constructions had released, relinquished and given up their right, title and interest in the third property in favour of Shri Maheshkumar R. Thakkar and Shri Rajeshkumar P.Singh at the price and on the terms and conditions stipulated therein.

46. M/s. Sheeraz Constructions had executed an Irrevocable General Power of Attorney, dated 5th June, 2012 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/3705/2012 (for short hereinafter referred to as the "**Thirteenth Power of Attorney**") in favour of Shri Maheshkumar R. Thakkar and Shri Rajeshkumar P.Singh

conferring upon them several powers inter-alia power to sell the third property to the person or persons of their choice.

47. By an Agreement for Sale, dated 4th July, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/4202/2012 (for short hereinafter referred to as the "**Fourteenth Agreement**") the third owners had agreed to sell the third property to Shri Maheshkumar R. Thakkar and Shri Rajeshkumar P. Singh for the consideration mentioned therein.

48. In pursuance of the fourteenth agreement, the third owners had executed an Irrevocable Power of Attorney, dated 4th July, 2012 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/4203/2012 (for short hereinafter referred to as the "**Fourteenth Power of Attorney**") in favour of Shri Maheshkumar R. Thakkar and Shri Rajeshkumar P. Singh conferring upon them several powers inter-alia power to sell the third property to the person or persons of their choice including power to execute a deed of conveyance in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

49. By a Release Deed, dated 30th July, 2014 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/6021/2014, dated 31st July, 2014 (for short hereinafter referred to as the "**Fourth Deed of Release**") the Estate Investment Co., Pvt. Ltd., had released, relinquished and given up their rights in the third property in favour of Shri

Maheshkumar R. Thakkar and Shri Rajeshkumar P. Singh at the price and on the terms and conditions stipulated therein.

50. By an Agreement for Sale, dated 29th May, 2017 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-12/1388/2017 (for short hereinafter referred to as the "**Fifteenth Agreement**") Shri Maheshkumar R. Thakkar in the capacity of constitute attorney of the third owners had agreed to sell his 50% share i.e. an area admeasuring 265 sq. meters of the total area admeasuring 530 sq. meters forming the portion of the third property to Shri Rajeshkumar P. Singh, being one of the partners of the M/s. Raj Associates-II at the price and on the terms and conditions stipulated therein.

51. By a Deed of Conveyance, dated 30th January, 2017 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/775/2017 (for short hereinafter referred to as the "**Fifth Sale Deed**") Shri Maheshkumra R. Thakkar had sold, transferred and conveyed his 50% share in the first to third property to Shri Rajeshkumar P. Singh for the consideration mentioned therein.

52. Ms. Philomena N. Gomes, Mrs. Clera Francis D'souza, Mr. Charlie Jasin Gomes, Mr. Rocky F. D'souza, Mrs. Jenvey V. D'souza and Mrs. Regina C. Gomes (for short hereinafter jointly and collectively referred to as the "**Fourth Owners**") had owned the land bearing Old Survey No. 381, New Survey No. 66, Hissa No. 6, admeasuring 510 sq. meters and Old Survey No. 383, New Survey No. 61, Hissa No. 1-A, admeasuring 330 sq. meters, situate, lying and being at Village Goddeo, Bhayandar (East), Taluka and District Thane, in the Registration District

and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation (hereinafter jointly and collectively referred to as the "**Fourth Property**" for the sake of brevity and convenience).

53. By a Deed of Conveyance, dated 22nd February, 2009, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No.TNN-4/01653/2009 on 22nd February, 2009 (for short hereinafter referred to as the "**Sixth Sale Deed**") the fourth owners had sold, transferred and conveyed the fourth property to Shri Mahesh R. Thakkar and Shri Rajeshkumar P. Singh for the consideration mentioned therein.

54. By a Mutation Entry No. 1126, the names of Shri Mahesh R. Thakkar and Shri Rajeshkumar P. Singh came to be recorded in the 7/12 extract of the fourth property as the joint owners thereof.

55. Mrs. Philomena Jerome Rodricks, Mrs. Iona Fayyaz Pathan, Ms. Veronica Jerome Rodricks, Mr. Austin Jerome Rodricks, Ms. Belinda Jerome Rodricks, Ms. Novy Jerome Rodricks and Mr. Bryn Jerome Rodricks (for short hereinafter jointly and collectively referred to as the "**Fifth Owners**") had owned the land bearing Old Survey No. 381, New Survey No.66, Hissa No. 8, admeasuring 450 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-district of Thane and now within the limit of Mira Bhayandar Municipal Corporation (hereinafter referred to as the "**Fifth Property**" for the sake of brevity and convenience).

56. By an Agreement for Sale, dated 26th September, 1994, (for short hereinafter referred to as the "**Sixteenth Agreement**") Mrs. Philomena Jerome Rodricks, Mrs. Iona Fayyaz Pathan, Ms. Veronica Jerome Rodricks, Mr. Austin Jerome Rodricks, Ms. Belinda Jerome Rodricks, Ms. Novy Jerome Rodricks and Mr. Bryn Jerome Rodricks had agreed to sell the fifth property to M/s. Prince Builders and Developers at the price and on the terms and conditions therein contained.

57. By an Agreement, dated 13th December, 1994, (for short hereinafter referred to as the "**Seventeenth Agreement**") M/s. Prince Builders and Developers in its turn agreed to sell the fifth property to M/s. Dulara Construction Pvt. Ltd., at the price and on the terms and conditions therein contained.

58. Mr. Arshad Siddiqui and Shri Yusuf Ghous Khan had agreed to purchase the fifth property for and on behalf of the M/s. Orbit Properties from Mrs. Philomena Jerome Rodricks, Mrs. Iona Fayyaz Pathan, Ms. Veronica Jerome Rodricks, Mr. Austin Jerome Rodricks, Ms. Belinda Jerome Rodricks, Ms. Novy Jerome Rodricks and Mr. Bryn Jerome Rodricks vide an Agreement dated 14th December, 2002 (for short hereinafter referred to as the "**Eighteenth Agreement**").

59. M/s. Dulara Construction Pvt. Ltd., had filed a Special Civil Suit No.533 of 2002, in the Court of Civil Judge (S.D.) Thane against M/s. Prince Builders and Developers for seeking a declaration and injunction in respect of several properties inter alia the fifth property.

60. Mr. Arshad Siddiqui and Mr. Yusuf Ghous Khan, being the representatives of the M/s. Orbit Properties had settled the claim of the M/s. Dulara Construction Pvt. Ltd., on behalf of M/s.Prince Builders and Developers and accordingly, by an Agreement, dated 17th September, 2004 (for short hereinafter referred to as the "**Nineteenth Agreement**") Mr. Arshad Siddiqui and Mr. Yusuf Ghous Khan for and on behalf of the M/s. Orbit Properties had agreed to grant F.S.I. in respect of land bearing Old Survey No.309, New Survey No.53, Hissa No.2 (Part), admeasuring 1970 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub District Thane to M/s. Dulara Construction Pvt. Ltd., at the price and on the terms and conditions stipulated therein.

61. Subsequent to nineteenth agreement executed by Mr. Arshad Siddiqui and Mr. Yusuf Ghous Khan in favour of M/s. Dulara Construction Pvt. Ltd., in respect of the fifth property, on 16th October, 2009, M/s.Dulara Construction Pvt. Ltd., had unconditionally withdrawn the Special Civil Suit No. 533 of 2002, filed by them against M/s. Prince Builders and Developers in the Court of Civil Judge (S.D.) Thane.

62. Shri Rajaram Mhatre & others were claiming the tenancy rights in respect of fifth property and the alleged claim of Shri Rajaram Mhatre & others had been negatived by the Tenancy Court in the tenancy proceeding adopted by Shri Rajaram Mhatre & others against Mrs.Philomena Jerome Rodricks, Mrs. Iona Fayyaz Pathan, Ms.Veronica Jerome Rodricks, Mr. Austin Jerome Rodricks, Ms. Belinda Jerome Rodricks, Ms. Novy

Jerome Rodricks and Mr.Bryn Jerome Rodricks. By virtue of Consent Term filed by and between Shri Rajaram Mhatre & others and Mrs. Philomena Jerome Rodricks & others in the Writ Petition No. 3728 of 2006, pending in the Hon'ble High Court of Appellate Jurisdiction, Mumbai, Shri Rajaram Mhatre & others had given up their alleged claim of tenancy in respect of the fifth property.

63. By a Deed of Release, dated 16th August, 2005 (for short hereinafter referred to as the "**Fifth Deed of Release** ") Mr. Yusuf Ghous Khan had released, relinquished and given up all his right, title and interest in the fifth property in favour of Mr.Arshad Siddiqui, who is one of the partners of M/s. Orbit Properties.

64. By an Agreement for Sale cum Development, dated 31st December, 2009, registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-2/2648/2010 on 15th February, 2010 (for short hereinafter referred to as the "**Twentieth Agreement**") Mrs. Philomena Jerome Rodricks, Mrs. Iona Fayyaz Pathan, Ms. Veronica Jerome Rodricks, Mr. Austin Jerome Rodricks, Ms. Belinda Jerome Rodricks, Ms. Novy Jerome Rodricks and Mr.Bryn Jerome Rodricks with the consent and confirmation of M/s. Prince Builders and Developers, M/s. Dulara Construction Pvt. Ltd., and Mr. Arshad Siddiqui agreed to sell the fifth property to M/s. Orbit Properties at the price and on the terms and conditions stipulated therein.

65. In pursuance of twentieth agreement, the original owners, M/s.Prince Builders and Developers, M/s.Dulara

Construction Pvt. Ltd., and Mr. Arshad Siddiqui had executed a Power of Attorney in favour of the partners of M/s. Orbit Properties conferring upon them several powers inter-alia power to sell the fifth property to the person or persons of their choice including power to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

66. M/s. Prince Builders and Developers, M/s. Dulara Construction Pvt. Ltd., Mr. Arshad Siddiqui and M/s. Orbit Properties had paid the entire consideration of the fifth property to Mrs. Philomena Jerome Rodricks, Mrs. Iona Fayyaz Pathan, Ms. Veronica Jerome Rodricks, Mr. Austin Jerome Rodricks, Ms. Belinda Jerome Rodricks, Ms. Novy Jerome Rodricks and Mr. Bryn Jerome Rodricks.

67. M/s. Dulara Construction Pvt. Ltd., Mr. Arshad Siddiqui and M/s. Orbit Properties had settled the claim of M/s. Prince Builders and Developers in respect of the fifth property.

68. M/s. Orbit Properties and Mr. Arshad Siddiqui had also settled the claim of M/s. Dulara Construction Pvt. Ltd., in respect of the fifth property.

69. The partnership of M/s. Orbit Properties consist of total six partners namely Mr. Jordan Stephen Pereira, Mr. Arshad Kalmeem Siddiqui, Shri Ramesh Mohanlal Mehta, Shri Himansu Anantrai Magdani, Shri Habib Farooki and Shri Sunil R. Choudhari.

70. Shri Sunil R. Choudhari died intestate on 8th May, 2010, leaving behind his widow Smt. Sunita Sunil Choudhari and by a Deed of Partnership, dated 24th May, 2010, Smt. Sunita Sunil Choudhari, being the widow of late Shri Sunil R. Choudhari was inducted in the partnership business of M/s. Orbit Properties.

71. By a Deed of Retirement, dated 25th September, 2010, Mr. Arshad A. Siddiqui and Mr. Habib Farooki retired from the partnership business of M/s. Orbit Properties and by a Deed of Release, dated 25th September, 2010, Mr. Arshad A. Siddiqui and Mr. Habib Farooki had released and relinquished all their right, title and interest in the partnership business of M/s. Orbit Properties including the fifth property in favour of continuing partners of M/s Orbit Properties.

72. By an Agreement for Sale, dated 14th March, 2011, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/02232/2011 on 15th March, 2011 (for short hereinafter referred to as the "**Twenty-first Agreement**") M/s. Orbit Properties had agreed to sell the fifth property to M/s. Savaliya Realtors Pvt. Ltd., at the price and on the terms and conditions stipulated therein.

73. In pursuance of twenty-first agreement, M/s. Orbit Properties had executed an Irrevocable General Power of Attorney, dated 14th March, 2011 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/02233/2011, dated 15th March, 2011 (for short hereinafter referred to as the "**Fifteenth Power of Attorney**") in favour of one of the partners of M/s. Savaliya Realtors Pvt. Ltd., conferring upon him several powers inter-alia power to sell

the fifth property to the person or persons of his choice including power to execute a deed

of conveyance in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance. In part performance of sixth agreement, M/s. Orbit Properties had delivered the possession of the fifth property to M/s.Savaliya Realtors Pvt. Ltd.,

74. By a Deed of Conveyance, dated 18th April, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/02820/2012 (for short hereinafter referred to as the "**Seventh Sale Deed**") the original owners through their constituted attorney Mr. Jordan Stephen Pereira, Shri Ramesh Mohanlal Mehta, Shri Roshan Maloo with the consent and confirmation of M/s. Orbit Properties and M/s.Savaliya Realtors Pvt. Ltd., had sold, transferred and conveyed the fifth property to the Shri Mahesh R. Thakkar and Shri Rajeshkumar P. Singh for the consideration mentioned therein.

75. By a Mutation Entry No.1182, the names of Shri Mahesh R. Thakkar and Shri Rajeshkumar P. Singh came to be recorded in the 7/12 extract of the fifth property as the joint owners thereof.

76. Mr. Rudolf Sanjay Rebello, Iven S. Rebello, Lily S. Rebello, Mary John Rodricks, Annie Peter Remedius, Mabel Felix Alvares, Mary Jerald D'mello and Leena M. Faria (for short

hereinafter jointly and collectively referred to as the "**Sixth Owners**") had owned land bearing Old Survey No. 381, New Survey No. 66, Hissa No. 10, admeasuring 400 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation (hereinafter referred to as the "**Sixth Property**" for the sake of brevity and convenience).

77. By an Agreement for Sale, dated 4th March, 1994 (for short hereinafter referred to as the "**Twenty-second Agreement**") the sixth owners had agreed to sell the sixth property to Mr. Shoaib Abdul Khatib, proprietor of M/s.Elegant Homes at the price and on the terms and conditions stipulated therein.

78. In pursuance of twenty-second agreement, the sixth owners had also executed an Irrevocable General Power of Attorney, dated 4th March, 1994 (for short hereinafter referred to as the "**Sixteenth Power of Attorney**") in favour of Mr. Shoaib Abdul Khatib, proprietor of M/s. Elegant Homes conferring upon him several powers inter-alia power to sell the sixth property to the person or persons of his choice.

79. By an Agreement, dated 27th February, 2007, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/1906/2007 (for short hereinafter referred to as the "**Twenty-third Agreement**") the sixth owners through their constitute attorney Mr. Shoaib Abdul Khatib, proprietor of M/s.Elegant Homes had agreed to sell, transfer and assign all their right, title and interest in respect of the sixth property to

M/s. Sheeraz Constructions at the price and on the terms and conditions stipulated therein.

80. In pursuance of twenty-third agreement, the sixth owners through their constitute attorney Mr. Shoaib Abdul Khatib, proprietor of M/s. Elegant Homes had executed an Irrevocable General Power of Attorney registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/1907/2007, dated 28th February, 2007 (for short hereinafter referred to as the **"Twenty-fourth Power of Attorney"**) in favour of the partners of M/s. Sheeraz Constructions conferring upon them several powers inter-alia power to develop the sixth property.

81. By a Deed of Conveyance, dated 18th April, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/02822/2012 (for short hereinafter referred to as the **"Eighth Sale Deed"**) the sixth owners through their constitute attorney Mr. Azim Amir Khot sold, transferred and conveyed the sixth property to Shri Mahesh R. Thakkar and Shri Rajeshkumar P. Singh for the consideration mentioned therein.

82. In order to settle the claim of M/s. Sheeraz Constructions in respect of the sixth property, Shri Mahesh R. Thakkar and Shri Rajeshkumar P. Singh had jointly agreed to purchase the sixth property from M/s. Sheeraz Constructions vide an Agreement of Sale cum Development, dated 5th June, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/03703/2012 on 8th June, 2012 (for short hereinafter referred to as the **"Twenty-fourth Agreement"**) for the consideration mentioned therein.

83. In pursuance of twenty-fourth agreement, Mr. Ataullah Sanaullah Khan and Mr.Zakaullah Sanuallah Khan, being the partners of M/s.Sheeraz Constructions had executed an Irrevocable General Power of Attorney, dated 5th June, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/03704/2012 on 8th August, 2012 (for short hereinafter referred to as the "**Twenty-fifth Power of Attorney**") in favour of Shri Mahesh R. Thakkar and Shri Rajeshkumar P. Singh conferring upon them several powers inter-alia power to develop the sixth property.

84. By a Mutation Entry No.977, the names of Shri Mahesh R. Thakkar and Shri Rajeshkumar P. Singh came to be recorded in the 7/12 extract of the sixth property as the joint owners thereof.

85. Mr. Stanley Jerome Rodricks (for short hereinafter referred to as the "**Seventh Owner**") had land bearing Old Survey No.381, New Survey No. 66, Hissa No.11, admeasuring 400 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation (hereinafter referred to as the "**Seventh Property**" for the sake of brevity and convenience).

86. Mr. Stanley Jerome Rodricks died intestate on 31st August, 1996 leaving behind his widow Mrs. Maria Stanley Rodricks, two sons namely Mr. Brine Stanley Rodricks, Mr. Wigbert Stanley Rodricks, three daughters namely Miss Rena Stanley Rodricks, Mrs. Crescentia Hyginus Vaz and Mrs. Lana

Lazrus D'souza as his heirs and legal representatives entitled to the estate of the deceased including the seventh property.

87. By a Mutation Entry No. 507, dated 21st September, 2002, the names of Mrs. Maria Stanley Rodricks, Mr. Brine Stanley Rodricks, Mr. Wigbert Stanley Rodricks, Miss Rena Stanley Rodricks, Mrs. Crescentia Hyginus Vaz and Mrs. Lana Lazrus D'souza came to be recorded in the 7/12 extract of the seventh property as the heirs of late Mr. Stanley Jerome Rodricks.

88. By a Deed of Conveyance, dated 1st September, 2010, registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-4/9989/2010/1/153 (for short hereinafter referred to as the "**Ninth Sale Deed**") Shri Mahesh R. Thakkar and Shri Rajeshkumar P. Singh had jointly purchased the seventh property from Mrs. Maria Stanley Rodricks, Mr. Brine Stanley Rodricks, Mr. Wigbert Stanley Rodricks, Miss Rena Stanley Rodricks, Mrs. Crescentia Hyginus Vaz, Mrs. Lana Stanislaus D'Souza and their respective family members namely Mr. Jude George Rodricks, Mrs. Gracy Augustine D'souza, Mr. Jerome George Rodricks, Mr. Trevor George Rodricks, Mr. Clifford George Rodricks, Mr. Harvey George Rodricks, Mrs. Julie Lazrus Gomes, Mr. Morris L. Gomes, Mr. Domnica F. Gomes, Ms. Sybel Joseph Rodricks, Mr. Nash Joseph Rodricks, Mrs. Virgin S. Dias and Mr. Kenneth George Rodricks for the consideration mentioned therein.

89. By a Mutation Entry No. 1126, the names of Shri Mahesh R. Thakkar and Shri Rajeshkumar P. Singh came to be

recorded in the 7/12 extract of the seventh property as the joint owners thereof.

90. Shri Vasudev Parshuram Kini (since deceased), Shri Kashinath Dadaji Koli, Shri Santosh Dadaji Koli, Shri Dilip Pandhari Payal, Smt. Narmadabai Chandrasen Dewlikar, Smt. Vasantibai Hareshwar Koli, Smt. Rajanibai Naresh Vaity, Smt. Kalavatibai Ramesh Koli, Smt. Meena Kishan Kini, Smt. Bharati Sainath Bhoir, Smt. Kishori Rameshwar Jagtap, Smt. Anita Narayan Mokashi and Smt. Jyoti Kishore Bhandari (for short hereinafter referred to as the "**Eighth Owner**") had owned the land bearing Old Survey No. 381, New Survey No. 66, Hissa No. 13, admeasuring 400 sq. meters, situate, lying and being at Village Goddeo, Bhayandar (East), Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation (hereinafter referred to as the "**Eighth Property**" for the sake of brevity and convenience).

91. By an Agreement for Development, dated 22nd June, 1996 (for short hereinafter referred to as the "**Twenty-fifth Agreement**") the eighth owner had agreed to grant the development rights of the eighth property to Shri Jayesh K. Maru, Proprietor of M/s. Priyal Enterprises for the consideration mentioned therein.

92. In pursuance of twenty-fifth agreement, the eighth owner had executed a Power of Attorney, dated 22nd June, 1996 (for short hereinafter referred to as the "**Twenty-sixth Power of Attorney**") in favour of Shri Jayesh K. Maru, proprietor of M/s. Priyal Enterprises conferring upon him several powers

inter alia power to develop the eighth property including power to sell the eighth property or any portion thereof to the person or persons of his choice including power to execute a deed of conveyance in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

93. During the subsistence of the twenty-fifth agreement, late Shri Vasudev Parshuram Kini and 12 others had executed an Agreement for Development, dated 27th December, 2006 (for short hereinafter referred to as the **“Twenty-sixth Agreement”**) in favour of Shri Rajkumar Omprakash Sharma in respect of the eighth property for the consideration mentioned therein.

94. In pursuance of twenty-sixth agreement, the eighth owners had executed a Power of Attorney, dated 27th December, 2006, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/10839/ 2006 on 27th December, 2006 (for short hereinafter referred to as the **“Twenty-seventh Power of Attorney”**) in favour of Shri Rajkumar Omprakash Sharma conferring upon him several powers inter alia power to develop the eighth property including power to sell the eighth property or any portion thereof to the person or persons of his choice including power to execute a deed of conveyance in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

95. By an Agreement, dated 29th May, 2008 (for short hereinafter referred to as the "**Twenty-seventh Agreement**") Shri Jayesh K. Maru, proprietor of M/s Priyal Enterprises had assigned all his right, title and interest in respect of the eighth property in favour of Shri Rajkumar Omprakash Sharma for the consideration mentioned therein.

96. In pursuance of twenty-seventh agreement, Shri Jayesh K. Maru, proprietor of M/s Priyal Enterprises had executed a Power of Attorney, dated 27th July, 2008 (for short hereinafter referred to as the "**Twenty-eighth Power of Attorney**") in favour of Shri Rajkumar Omprakash Sharma, conferring upon him several powers inter alia power to develop the eighth property including power to sell the eighth property or any portion thereof to the person or persons of his choice including power to execute a deed of conveyance in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

97. By a Deed of Conveyance, dated 10th November, 2009, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/8475/2009 (for short hereinafter referred to as the "**Tenth Sale Deed**") eighth owner with the consent and confirmation of Shri Rajkumar Omprakash Sharma had sold, transferred and conveyed the eighth property to Shri Mahesh R. Thakkar and Shri Rajeshkumar P. Singh for the consideration mentioned therein.

98. By a Mutation Entry No.1126, the names of Shri Mahesh R. Thakkar and Shri Rajeshkumar P. Singh came to be recorded in the 7/12 extract of the eighth property as the joint owners thereof.

99. Shri Rajeshkumar Phoolraj Singh had joined with Shri Sureshkumar Phoolraj Singh, Shri Premkumar Khushiram Chouhan, Shri Omprakash Kailashnath Singh, Shri Ashish Jagdish Thakkar and Shri Piyushkumar Babulal Jain to develop the first to eighth property and accordingly, they had formed a partnership firm in the name and style of "M/s.Raj Associates-II" vide a Partnership Deed, dated 6th December, 2018.

100. On 20th May, 2021 M/s. Raj Associates – II being a partnership firm came to be converted into Private Limited Company in the name and style of M/s. Raj Realty Builders and Developers Pvt. Ltd. and accordingly, the Deputy Registrar of Companies had issued a Certificate of Incorporation dated 17th September, 2021.

101. On formation and registration of M/s. Raj Realty Builders and Developers Pvt. Ltd. all the assets including first to eight property which were belonging to the partnership firm of M/s. Raj Associates – II came to be vested in M/s. Raj Realty Builders and Developers Pvt. Ltd.

102. In the premises aforesaid M/s. Raj Realty Builders and Developers Pvt. Ltd. is entitled to hold and possess the land bearing Old Survey No.380, New Survey No.67, Hissa No.10, admeasuring 1670 sq. meters, Old Survey No. 381, New Survey

No. 66, Hissa No.3, admeasuring 670 sq. meters, Old Survey No. 381, New Survey No.66, Hissa No. 5, admeasuring 530 sq. meters, Old Survey No. 381, New Survey No. 66, Hissa No. 6, admeasuring 510 sq. meters and Old Survey No. 383, New Survey No. 61, Hissa No. 1-A, admeasuring 330 sq. meters, Old Survey No. 381, New Survey No.66, Hissa No. 8, admeasuring 450 sq. meters, Old Survey No. 381, New Survey No. 66, Hissa No. 10, admeasuring 400 sq. meters, Old Survey No.381, New Survey No. 66, Hissa No.11, admeasuring 400 sq. meters and Old Survey No. 381, New Survey No. 66, Hissa No. 13, admeasuring 400 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation, shall be hereinafter jointly and collectively referred to as the "**Said Property**".

103. For developing the said property by constructing buildings thereon, M/s. Raj Realty Builders and Developers Pvt. Ltd., had obtained following permissions and sanctions from the authorities concerned.

I. The Collector & District Magistrate, Thane has granted following permissions under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 (since repeal) in respect of the said property.

- a. Permission No.ULC/TA/Bhayandar/SR-65, dated 11th July, 1989.

- b. Permission No.ULC/TA/Bhayander/SR-481, dated 31st December, 1996.
- c. Permission No.ULC/TA/ATP/WSHS-20/SR-1243, dated 29th September, 2002.
- d. Permission No. ULC/TA/TN-6/Bhayandar/SR-1436, dated 30th June, 2005.
- e. Permission No. ULC/TA/ATP/Section-20/SR-1243, dated 1st July, 2010
- f. Permission No. ULC/TA/TN-6/Bhayandar/SR-1436, dated 3rd September, 2010.
- g. Permission No. ULC/TA/ATP/Section-20/Part OC No. SR-1669, dated 23rd July, 2012.
- h. Permission No. ULC/TA/ATP/Section-20/SR-543/ 475/ 2019, dated 4TH October, 2019.
- i. Permission No.ULC/TA/ATP/Section-20/SR-854/ 640/ 2019, dated 21st December, 2019.
- j. Permission No.ULC/TA/ATP/Section -20/SR-582/77, dated 30th January, 2020.
- k. Permission No.ULC/TA/ATP/Section- 20/SR-653/76, dated 30th January, 2020.

II. The Collector of Thane had granted following non-agricultural orders in respect of the said property.

- a. N.A. Order No. Revenue/K-1/T-1/NAP/SR-58/2007, dated 26th July, 2007.

- b. N.A. Order No. Revenue/K-1/T-2/Regarding land/SR-5/2018, dated 1st March, 2018.
- c. N.A. Order No. Revenue/K-1/T-2/Regarding land /KV-63/2020, dated 18th February, 2020.
- d. N.A. Order No. Revenue/K-1/T-2/ Regarding land / KV-63/2020, dated 18th February, 2020
- e. N.A. Order No. Revenue/K-1/T-2/Goddevo/ Sanad/SR-38/2020, dated 7th December, 2020.

III. In the 7/12 extract of the said property, the name of the Estate Investment Co., Pvt. Ltd., was appearing as a Grantee of the Government. The Estate Investment Co., Pvt. Ltd., had issued following letters to the Collector of Thane for converting the said property for non -agricultural use.

- a. Letter Ref No.EI/916, dated 31st May, 2007.
- b. Letter Ref No.EI/NOC/542/2011, dated 24TH May, 2011.
- c. Letter Ref No.EI/OC/1113 of 2014, dated 2nd May, 2014.
- d. Letter Ref No.EI/1107/2014, dated 2nd May, 2014.
- e. Letter Ref No.EI/1108/2014, dated 2nd May, 2014.
- f. Letter Ref No.EI/NOC/1112/2014, dated 2nd May, 2014.

- g. Letter Ref No.EI/NOC/1109/2014, dated 2nd May, 2014.
- h. Letter Ref No.EI/NOC/1111/2014, dated 2nd May, 2014.
- i. Letter Ref No.EI/NOC1110/2014, dated 2nd May, 2014.

104. The Chief Fire Officer of Mira Bhayander Municipal Corporation has issued No-Objection Letter No.MNP/Fire/241/2021-22, dated 11th May, 2021.

105. The Mira Bhayander Municipal Corporation has approved a amended plan of the Building consisting of Basement + Part Ground + First to Thirteen Upper Floor , totally admeasuring 4469.49 sq. meters of F.S.I the then to be constructed on Plot No. A of the said property (for short hereinafter referred to as the "**First Plan**"). Pursuant to an Application, dated 18th August, 2021 made by Architect of M/s. Raj Realty Builders and Developers Pvt. Ltd., the Mira Bhayander Municipal Corporation has amended the first plan vide VP.No.MNP/NR/2829/2021-22, dated 13th December, 2021 and thereby, allowed M/s. Raj Realty Builders and Developers Pvt. Ltd., to construct a Building No. 2 consisting of Basement + Part Ground + Twenty One Upper Floor, totally admeasuring 9524.48 sq. meters (for short hereinafter referred to as the "**Said Building**").

106. I have also considered the search report taken in the office of Sub-Registrar of Assurance at Thane from 1982 to till

date. On perusal of Search Report, it appears that save and except the registered documents as referred hereinabove, there are no any other documents were found in respect of the said property during the course of searches taken by Shri Sharad Pawar in the Office of Sub-Registry of Assurance at Thane.

107. On the whole from the searches taken in the office of Sub-Registry of Thane by Shri Sharad Pawar and also 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 title to the said property viz. land bearing Old Survey No.380, New Survey No.67, Hissa No.10, admeasuring 1670 sq. meters, Old Survey No. 381, New Survey No. 66, Hissa No.3, admeasuring 670 sq. meters, Old Survey No. 381, New Survey No.66, Hissa No. 5, admeasuring 530 sq. meters, Old Survey No. 381, New Survey No. 66, Hissa No. 6, admeasuring 510 sq. meters and Old Survey No. 383, New Survey No. 61, Hissa No. 1-A, admeasuring 330 sq. meters, Old Survey No. 381, New Survey No.66, Hissa No. 8, admeasuring 450 sq. meters, Old Survey No. 381, New Survey No. 66, Hissa No. 10, admeasuring 400 sq. meters, Old Survey No.381, New Survey No. 66, Hissa No.11, admeasuring 400 sq. meters and Old Survey No. 381, New Survey No. 66, Hissa No. 13, admeasuring 400 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation owned by M/s. Raj Realty Builders and Developers Pvt. Ltd. is clear, marketable and free from all encumbrances.

108. I further state and certify that M/s. Raj Realty Builders and Developers Pvt. Ltd. is entitled to construct the Building No. 2 consisting of Basement + Part Ground + Twenty One Upper Floor, totally admeasuring 9524.48 sq.meters on the said property as per the Building Plan No. VP.No.MNP/NR/2829/2021-22, dated 13th December, 2021 approved by the Mira Bhayander Municipal Corporation and to sell the flats in the said building to the intending purchasers thereof by executing and registering an agreements under the provisions of Maharashtra Real Estate (Regulation and Development) Act, 2016 read with Maharashtra Rules, 2017.

Place: Thane

Date : 25th December, 2021.



Advocate