

**TO WHOMSOEVER IT MAY CONCERN**

THIS IS TO CERTIFY that I have investigated the title to the land bearing Old Survey No.405, New Survey No. 172, Hissa No. 4, admeasuring 1760 sq. meters and Old Survey No. 405, New Survey No. 172, Hissa No. 6, admeasuring 1140 sq. meters, situate, lying and being at Village Navghar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation and have to state as hereunder;

1. Shri Tulsiram Narayan Patil was the original owner of land bearing Old Survey No.405, New Survey No.172, Hissa No.4, admeasuring 1760 sq. meters and Old Survey No. 405, New Survey No. 172, Hissa No. 6, admeasuring 1140 sq. meters, situate, lying and being at Village Navghar, Bhayandar, Taluka, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation (hereinafter referred to as 'the Said larger property').
2. Shri Tulsiram Narayan Patil, died intestate, leaving behind his widow by name Smt. Sitabai Tulsiram Patil (since deceased), six sons namely Shri Padmakar Tulsiram Patil, Shri Vasant Tulsiram Patil, Shri Subhash Tulsiram Patil, Shri Rajendra Tulsiram Patil, Shri Giridhar Tulsiram Patil and Shri Jayant Tulsiram Patil and a married daughter by name Smt. Shakuntala Devendra Patil, as his heirs and legal representatives entitled to the estate of the deceased including the said larger property.
3. By an Agreement for Sale, dated 6<sup>th</sup> October, 1988, the said Shri Padmakar Tulsiram Patil, Shri Vasant Tulsiram Patil, Shri Subhash Tulsiram Patil, Shri Rajendra Tulsiram Patil, Shri

Giridhar Tulsiram Patil, Shri Jayant Tulsiram Patil, Smt. Shakuntala Devendra Patil and late Smt. Sitabai Tulsiram Patil agreed to sell the said larger property to Mr. Mustafabhai Ibrahim Nadiadwala and Shri Shantilal VasANJI Dedhia, at the price and on the terms and conditions therein contained.

4. In pursuance of the said Agreement for Sale, dated 6th October, 1988, the Shri Padmakar Tulsiram Patil and others had also executed an Irrevocable General Power of Attorney in favour of the said Mr. Mustafabhai Ibrahim Nadiadwala and Shri Shantilal VasANJI Dedhia, conferring upon them to sell the said larger property to the person or persons of their choice including power to execute a deed of conveyance and /or any other instrument of transfer in favour of ultimate transferee thereof and to lodge the same for registration in the office of Sub- Registrar of Assurance and to admit the execution thereof.
5. By a Deed of Assignment, dated 17<sup>th</sup> December, 1994, Mr. Mustafabhai Ibrahim Nadiadwala and Shri Shantilal VasANJI Dedhia in their turn agreed to assign their right, title and interest in the said larger property to Shri Jayantilal H. Kothari, Shri Bhadar Giridhar Singh Yadav and Shri Ajit Morari Shejwadkar, at the price and on the terms and conditions therein contained.
6. In pursuance of the said Deed of Assignment, dated 17<sup>th</sup> December, 1994, the said Mr. Mustafabhai Ibrahim Nadiadwala and Shri Shantilal VasANJI Dedhia had also executed an Irrevocable General Power of Attorney in favour of the said Shri Jayantilal H. Kothari, Shri Bhadar Giridhar Singh Yadav and Shri Ajit Morari Shejwadkar conferring upon them several powers inter-alia power to sell the said larger property to the person or persons of their choice including power to execute a deed of

conveyance and /or any other instrument of transfer in favour of ultimate transferee thereof and to lodge the same for registration in the office of Sub- Registrar of Assurance and to admit the execution thereof.

7. Shri Jayantilal H. Kothari, Shri Bhadar Giridhar Singh Yadav and Shri Ajit Morari Shejwadkar in their turn agreed to assign the development rights of the said larger property to M/s. Paramount Builders and pending the execution of an agreement in favour of M/s. Paramount Builders in respect of the said larger property, the said Shri Jayantilal H. Kothari, Shri Bhadar Giridhar Singh Yadav and Shri Ajit Morari Shejwadkar with the consent and confirmation of the said M/s. Paramount Builders agreed to assign and transfer the said larger property to Shri Anil J. Sinha, Shri Rajendra Doshi and Shri Subhash Chawda, vide a Triparty Deed of Assignment, dated 11<sup>th</sup> April, 1995 for the consideration mentioned therein.
8. In pursuance of the said Triaparty Deed of Assignment, dated 11<sup>th</sup> April, 1995, the said Shri Jayantilal H. Kothari, Shri Bhadar Giridhar Singh Yadav and Shri Ajit Morari Shejwadkar had also executed an Irrevocable General Power of Attorney in favour of the Shri Anil J. Sinha, Shri Rajendra Doshi and Shri Subhash Chawda conferring upon them several powers inter-alia power to assign the development rights of the said larger property to the person or persons of their choice including power to execute a deed of conveyance and /or any other instrument of transfer in favour of ultimate transferee thereof and to lodge the same for registration in the office of Sub- Registrar of Assurance and to admit the execution thereof.

- 4 9. On 26<sup>th</sup> February, 2002, Shri Anil J. Sinha, Shri Rajendra Doshi and Shri Subhash Chawda had executed a Memorandum of Understanding with Mrs. Rubina Amjed Khan to develop the said larger property jointly.
- 5 10. By an Agreement, dated 22<sup>nd</sup> January, 2004, Shri Anil J. Sinha, Shri Rajendra Doshi, Shri Subhash Chawda and Mrs. Rubina Amjed Khan jointly agreed to grant and assign the development rights in respect of the said larger property to Shri Shailesh Seventilal Shah, proprietor of M/s. Sunder Developers, at the price and on the terms and conditions stipulated therein.
11. In pursuance of the said Agreement, dated 22<sup>nd</sup> January, 2004, Shri Anil J. Sinha, Shri Rajendra Doshi, Shri Subhash Chawda had also executed an Irrevocable General Power of Attorney, in favour of the said Shri Shailesh Seventilal Shah, proprietor of M/s. Sunder Developers, conferring upon him several powers inter-alia power to develop the said larger property including power to sell the said larger property to the person or persons of his choice and also power to execute a deed of conveyance and/or any other instruments 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.
- 6 12. By a Deed of Conveyance, dated 4<sup>th</sup> June, 2014, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/3380/2014, on 10<sup>th</sup> July, 2014, Shri Padmakar Tulsiram Patil, Shri Vasant Tulsiram Patil, Shri Subhash Tulsiram Patil, Shri Rajendra Tulsiram Patil, Shri Giridhar Tulsiram Patil, Shri Jayant Tulsiram Patil, Smt. Shakuntala Devendra Patil through their constituted attorney Mr. Mustafabhai Ibrahim Nadiadwala, Shri

Shantilal VasANJI Dedhia, Shri Jayantilal H. Kothari, Shri Bhadar Giridhar Singh Yadav, Shri Ajit Morari Shejwadkar, Shri Anil J. Sinha, Shri Rajendra Doshi and Shri Subhash Chawda, Mrs. Rubina Amjed Khan and Shri Shailesh Seventilal Shah, proprietor of M/s. Sunder Developers had jointly sold, transferred and conveyed the said larger property to Shri S. S. Shah and M/s. D.K. Enterprises for the consideration mentioned therein.

13. By virtue of an arrangement arrived at by and between M/s. D. K. Enterprises and Shri S. S. Shah, M/s. D. K. Enterprises became entitled to hold and possess an area admeasuring 968 sq. meters, forming the portion of land bearing Old Survey No.405, New Survey No.172, Hissa No.4 and an admeasuring 627 sq. meters, forming the portion of land bearing Old Survey No. 405, New Survey No. 172, Hissa No. 6, situate, lying and being at Village Navghar, Bhayandar, Taluka, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation.
14. I have also considered the Search Report for the year 1983 to 2014 furnished to me by M/s. D.K. Enterprises in respect of the said larger property and on going through the said search report, it appears that by Deed of Conveyance, dated 4<sup>th</sup> June, 2014 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/3380/2014, Shri Padmakar Tulsiram Patil, Shri Vasant Tulsiram Patil, Shri Subhash Tulsiram Patil, Shri Rajendra Tulsiram Patil, Shri Giridhar Tulsiram Patil, Shri Jayant Tulsiram Patil, Smt. Shakuntala Devendra Patil through their constituted attorney Mr. Mustafabhai Ibrahim Nadiadwala, Shri Shantilal VasANJI Dedhia, Shri Jayantilal H. Kothari, Shri Bhadar Giridhar Singh Yadav, Shri Ajit Morari Shejwadkar, Shri

Anil J. Sinha, Shri Rajendra Doshi and Shri Subhash Chawda, Mrs. Rubina Amjed Khan and Shri Shailesh Seventilal Shah, proprietor of M/s. Sunder Developers jointly sold, transferred and conveyed the said larger property to Shri S. S. Shah and M/s. D.K. Enterprises for the consideration mentioned therein.

15. On the whole from the search report for the year 1983 to 2014 furnished to me and on the basis of documents furnished to me as well as on the basis of information provided to me, I state and certify that the title to the land bearing Old Survey No.405, New Survey No.172, Hissa No.4, admeasuring 1760 sq. meters and Old Survey No. 405, New Survey No. 172, Hissa No. 6, admeasuring 1140 sq. meters, situate, lying and being at Village Navghar, Bhayandar, Taluka, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation, owned by Shri S.S. Shah and M/s. D.K. Enterprises is clear, marketable and free from all encumbrances.
16. I also hereby state and certify that M/s. D. K. Enterprises is entitled to develop an area admeasuring 968 sq. meters, forming the portion of land bearing Old Survey No.405, New Survey No.172, Hissa No.4 and an admeasuring 627 sq. meters, forming the portion of land bearing Old Survey No. 405, New Survey No. 172, Hissa No. 6, situate, lying and being at Village Navghar, Bhayandar, Taluka, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation as per the permissions and sanctions granted by the authorities concerned.

Dated : 31<sup>st</sup> December, 2014.



Advocate

Mahendra Kothari\405-172-4\D.K. Enterprises.- TC -311214