



MANGESH K. BHOGALE

ADVOCATE, HIGH COURT

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TITLE CERTIFICATE

M/S. RAVI DEVELOPMENTS, a partnership firm registered under the provision of Indian Partnership Act, 1932, having its office at 76, Laxmi Palace, Mathuradas Road, Kandivali (West), Mumbai - 400 067 have produced registered Agreement for Redevelopment dated 28/06/2013 vide registration No. TNN/4/6881/2013 under which the said M/S. RAVI DEVELOPMENTS, has acquired developments rights admeasuring 68,194.8 Sq. Ft. Saleable (approximately in respect the properties, situated at village Ghodbunder, Taluka & District Thane, bearing the details as follows:-

Sr. No.	Survey No.	Hissa No.	Area in Sq. meters
1.	72	2	13050.68
2	73	1	7243.64
3.	73	2	354.09
4.	73	3	2094.18
5.	73	4	9752.60
6.	74	1	2767.89
7.	74	2	8846.37
8.	79	1	1153.32
9.	79	3	5533.89
10.	79	4	3399.25

within the limits of Mira Bhayandar Municipal Corporation, in the Registration District, Sub-District Thane, (hereinafter called as the said First property for sake of brevity).

- a) Originally Shri. Ramchandra Balkrishna Patil, Smt. Gauribai Ramchandra Patil, Shri Namdev Ramchandra Patil, Master Ravindra Namdev Patil, Smt. Kusum Namdev Patil, Miss. Bhavana Namdev Patil, Shri. Tulsiadas

Office :

Shop NO. 3 (1), Ground Floor, "A" Wing, Thakkar Apartment, Shiv Vallabh Road, Near Ashokvan, Borivali (East), Mumbai - 400 066.

Ramchandra Patil, Miss. Harshada Tulsidar Patil, Smt. Meena Tulsidas Patil, Smt. Draupadi Dattatrey Mhatre, Smt. Yashubai Tukaram Bhoir, Smt. Manjulabai Gauver Tare, Shri. Yadneshwar Balkrishna Patil, Smt. Bhimabai Yadneshwar Patil, Shri Lokmanya Yadneshwar Patil, Master Vishwajeet Lokmanya Patil, Smt. Jayshree Lokmanya Patil, Smt. Hemprabha Manik Gawand, Smt. Hemlata Bhagwan Thakur, Smt. Bharati Ghanashyam Patil, Shri. Kanha Balkrishna Patil, Smt. Indumati Kanha Patil, Shri. Prakash Kanha Patil, Smt. Jayshree Umesh Bhoir, Ms. Jayanti Kanha Patil, Smt. Tulsi Bai Soma Gharat, Smt. Bhimabai Gopal Bhoir, Smt. Godibai Mahadev Gharat, Shri. Manohar Keshav Patil, Smt. Nirmala Devram Patil, Smt. Suman Narayan Patil, Smt. Kamlabai Pandurang Tandel, Smt. Harubai Jayaram Patil, Smt. Laxmibai Kashinath Mhatre, Shri. Balram Gopal Bhoir, Smt. Saraswatibai Janardan Mhatre, Smt. Gangabai Keshav Patil were the joint owners of the aforesaid properties, situate, lying and being at Village Ghodbundar 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 Said First Property").

- b) By an Agreement, dated 30th January, 1988, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. 1566 of 1988, the aforesaid original Owners have agreed to sell their undivided right, title, interest and share in the said first property to M/s. Sanjanwala Constructions, at the price and on the terms and conditions stipulated therein.
- c) In pursuance to the said Agreement, dated 30th January, 1988, the said Shri Ramchandra Balkrishna Patil and others had also executed an Irrevocable General Power of Attorney, dated 2nd February, 1988, in favour of the partners of M/s. Sanjanwala Constructions, conferring upon them several powers inter-alia power to sell the undivided share of the said Shri Ramchandra Balkrishna Patil and others in the said first property to the person or persons of his choice.



d) By an Agreement for Sale cum Development, dated 4th March, 1992, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-1401 of 1992, dated 30th June, 1992, the said Shri. Balram Gopal Bhoir, Smt. Saraswatibai Janardan Mhatre, Smt. Gangabai Keshav Patil agreed to sell their undivided right, title, interest and share in the said first property along with undivided share of survey No. 75 Hissa No. 1 admeasuring 10420 sq. meters and Survey No. 75 Hissa No. 2 admeasuring 3390 sq. meters to the said M/s. Sanjanwala Constructions, at the price and on the terms and conditions stipulated therein.

e) In pursuance to the said Agreement, dated 4th March, 1992, the said Shri Balram Gopal Bhoir, Smt. Saraswatibai Janardan Mhatre, Smt. Gangabai Keshav Patil had also executed Power of Attorney, dated 4th March, 1992, in favour of the partners of M/s. Sanjanwala Constructions, conferring upon them several powers inter-alia power to sell the undivided share of the said Shri Balram Gopal Bhoir and others in the said first property along with undivided share of survey No. 75 Hissa No. 1 admeasuring 10420 sq. meters and Survey No. 75 Hissa No. 2 admeasuring 3390 sq. meters to the person or persons of his choice.

The said owners Shri. Ramchandra Balkrishna Patil, Smt. Gaurabai Ramchandra Patil, Shri. Namdev Ramchandra Patil, Master Ravindra Namdev Patil, Smt. Kusum Namdev Patil, Miss Bhavana Namdev Patil, Shri. Tulsidas Ramchandra Patil, Miss Harshada Tulsidar Patil, Smt. Meena Tulsidas Patil, Smt. Draupadi Dattatrey Mhatre, Smt. Yashubai Tukaram Bhoir, Smt. Manjulabai Gauver Tare, Shri. Yadneshwar Balkrishna Patil, Smt. Bhimabai Yadneshwar Patil, Shri. Lokmanya Yadneshwar Patil, Master Vishwajeet Lokmanya Patil, Smt. Jayshree Lokmanya Patil, Smt. Hemprabha Manik Gawand, Smt. Hemlata Bhagwan Thakur, Smt. Bharati Ghanashyam Patil, Shri. Kanha Balkrishna Patil, Smt. Indumati Kanha Patil, Shri. Prakash Kanha Patil, Smt. Jayshree Umesh Bhoir, Ms. Jayanti Kanha Patil, Smt. Tulsibai Soma Gharat, Smt. Bhimabai Gopal Bhoir, Smt. Godibai Mahadev



Gharat, Shri Manohar Keshav Patil, Smt. Nirmala Devram Patil, Smt. Suman Narayan Patil, Smt. Kamlabai Pandurang Tandel, Smt. Harubai Jayaram Patil, Smt. Laxmibai Kashinath Mhatre, Shri Balram Gopal Bhoir, Smt. Saraswatibai Jahardan Mhatre, Smt. Gangabai Keshav Patil also were the joint owners of land bearing Survey No. 75, Hissa No. 1, admeasuring 10420.31 sq. meters, situate, lying and being at Village Ghodbundar, 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 Said Second Property").

- f) By an Agreement, dated 15th May, 1987, the said Shri Ramchandra Balkrishna Patil and others agreed to sell an area admeasuring 6373.59 sq. meters forming the portion of the said Second land bearing Survey No. 75, Hissa No. 1, situate, lying and being, at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation, shown and surrounded by RED colour boundary line on the plan annexed hereto, (hereinafter referred to as "First portion of the Said Second Property") to Shri Chintaman Dharmaji Thakur, Smt. Hirabai Chintaman Thakur, Smt. Satyabama Kailas Kini nee Miss Satyabama Chintaman Thakur, Miss Hemlata Chintaman Thakur, Miss Harshada Chintaman Thakur and Miss. Kunda Chintaman Thakur, at the price and on the terms and conditions stipulated therein.

- g) By and under an Agreement for Sale, dated 17th June, 1988, registered in the office of Sub-Registrar of Assurance at Thane - I, under Sr. No. TNN-1/7007/1996, the said Shri Chintaman Dharmaji Thakur and others with the consent and confirmation of the said Shri Ramchandra Balkrishna Patil and others had assigned all their right, title and interest of the First portion of the said Second property to M/s. Sanjanwala Constructions, at the price and on the terms and conditions stipulated therein.



- h) By and under an Agreement, dated 31st January, 1982, the said Shri Ramchandra Bhalkrishna Patil, Shri Yedneshwar Bhalkrishna Patil, Shri Kanha Bhalkrishna Patil, Smt. Tulsibai Soma Gharat, Smt. Bhimabai Gopal Bhoir, Smt. Godibai Mahadev Gharat, Smt. Tulsibai Soma Gharat, Smt. Bhimabai Gopal Bhoir, Smt. Godibai Mahadev Gharat, Shri Manohar Keshav Patil, Smt. Nirmala Devram Patil, Smt. Suman Narayan Patil, Smt. Kamlabai Pandurang Tandel, Smt. Harubai Jayram Patil and Smt. Laxmibai Kashinath Mhatre, had agreed to sell remaining area admeasuring 4046.73 sq. meters, forming the portion of said Second property bearing Survey No. 75, Hissa No. 1, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation, more particularly shown and surrounded by GREEN colour boundary line on the plan annexed hereto, (hereinafter referred to as "the Second portion of Said Second Property") to Smt. Deepa Dattatrey Patil and Smt. Yamunabai Vithoba Patil, at the price and on the terms and conditions stipulated therein.
- i) By and under an Agreement for Sale, dated 17th June, 1988, the said Smt. Deepa Dattatrey Patil and Smt. Yamunabai Vithoba Patil, in their turn agreed to sell the said Second portion of the Second property to M/s. Sanjanwala Constructions, at the price and on the terms and conditions stipulated therein.
- j) By and under an Agreement, dated 11th April, 1994, the said M/s. Sanjanwala Constructions in its turn agreed to grant the development rights of the said first and First portion and Second portion of Second property, (hereinafter the said first, second and third property shall be collectively referred to as "the Said entire Property") to Shri Harshadbhai Poonamchand Doshi, at the price and on the terms and conditions stipulated therein.
- k) In pursuance to the said Agreement, dated 11th April, 1994, the said M/s. Sanjanwala Constructions had also executed an Irrevocable General



Power of Attorney in favour of the said Shri Harshadbhai Poonamchand Doshi, conferring upon him several powers inter-alia power to develop the said entire property by constructing buildings thereon.

- l) By and under an Agreement dated 29th November, 1994, the said Shri Harshadbhai Poonamchand Doshi in his turn agreed to grant and assign the development rights of the said entire property to M/s. Ravi Developments, at the price and on the terms and conditions stipulated therein.
- m) In pursuance to the said Agreement dated 29th November, 1994, the said Shri Harshadbhai Poonamchand Doshi had also executed an Irrevocable General Power of Attorney in favour of the partners of M/s. Ravi Developments, conferring upon him several powers inter-alia power to develop the said property by constructing buildings thereon.
- n) The Additional Collector of Competent Authority, Thane had also passed an Order No. ULC/TA/WSHS-20/SR-757, dated 15th November, 1994 read with Corrigendum, dated 8th November, 2003, read with an Order No. ULC/TA/ATP/Section-20/SR-757, dated 2nd November, 2002 and Order No. ULC/TA/ATP/NOC/Ghodbunder, dated 2nd November, 2002, in respect of the said entire property.
- o) The erstwhile, the Mira Bhayandar Municipal Council had sanctioned the plan of the four buildings to be constructed in the layout of the said property vide its V. P. No. NP/NR-2805/7885/1994-95, dated 2nd January, 1995 and accordingly, the erstwhile Mira Bhayandar Municipal Council had also issued Commencement Certificate No. NP/NR/349/6217/1995-96, dated 25th September, 1995.
- p) The Collector of Thane has also granted N. A. permission in respect of the said property vide an Order No. Revenue/K-1/T-8/NAP/SR-1/95, dated 15th April, 1995.



- q) The erstwhile Mira Bhayandar Municipal Council had further amended the layout plan of the said property vide its V.P. No. NP/NR/2410/11728/1998, dated 24th March, 1998. On 12th March, 2008, the Mira Bhayandar Municipal Corporation had again amended the layout plan of the said property vide its V.P. No. MB/MNP/NR/4647/2007-08, dated 12th March, 2008.
- r) The Mira Bhayandar Municipal Corporation has also granted the Commencement Certificate No. MB/MNP/NR/2855/2013-14 dated 6th November, 2013, to proceed with the work of construction of two buildings viz. Cluster-3; Building No.1 & 2 consisting of part stilt plus two podiums plus one upper floor and measuring 1192.84 sq. meters. in the layout of the said property.
- s) By and under Agreement for Redevelopment 28th June 2013, vide registration no. TNN/4/6881/2013, M/s. Gaurav Enclave Co-op Hsg Society has agreed to redevelop area as per Agreement for Redevelopment including TDR to be consumed in the aforesaid building, consisting of podium plus 21 upper floors on the portion of the said property to M/S. RAVI DEVELOPMENTS, a partnership firm registered under the provision of Indian Partnership Act, 1932, having its office at, 76, Laxmi Palace, Mathuradas Road, Kandivali (West), Mumbai - 400 067, for consideration and on the terms and conditions contained therein.
- t) By and under Supplementary Redevelopment Agreement dated 09th December 2013, vide registration no. TNN/4/6881/2014, M/s. Gaurav Enclave Co-op Hsg Society has agreed to redevelop area as per Agreement for Redevelopment including TDR to be consumed in the aforesaid building, consisting of podium plus 21 upper floors on the portion of the said property to M/S. RAVI DEVELOPMENTS, a partnership firm registered under the provision of Indian Partnership Act, 1932, having its office at, 76, Laxmi Palace, Mathuradas Road, Kandivali (West), Mumbai - 400 067, for consideration and on the terms and conditions contained therein.



- u) Vide an Agreement for Development (Two Agreements) dated 29th December 2006 (TNN - 10 - 10620 - 2006 & TNN - 10 - 10621 - 2006) executed by Mr. Hemendra P. Bosmiya, Proprietor of M/s. Rashmi Housing, the Assignor therein the agreements in favour of M/s. Rashmi Housing Pvt. Ltd., the Assignees therein the agreements in respect of sanctioned FSI admeasuring about 38,796 sq. feet and 33,356 sq. feet respectively from land bearing Survey No. 79, Hissa No. 3, Survey No. 74, Hissa No. 1 & 2 and Survey No. 75, Hissa No. 1 at Village - Ghodbunder, Taluka & District - Thane. The said M/s. Rashmi Housing Pvt. Ltd., has already developed the land admeasuring 4306.41 sq. mtrs.
- v) The property mentioned in the First Schedule is subject to the provisions of section 43 of the Bombay Tenancy & Agricultural Lands Act, 1948 and sale permission under the abovementioned act is necessary to be obtained.
- w) The Estate Investment Co. Pvt. Ltd., name is showing in the others rights column on 7/12 extract of the said properties and claiming crops right on the said entire properties.

In my opinion, subject to the terms and conditions of the Agreement/Deeds and documents hereinabove stated and subject to whatever stated hereinabove and subject to complying with all the terms and conditions of the Development Permissions issued by Mira Bhayandar Municipal Corporation and others concerned authorities in respect of the aforesaid properties, M/S RAVI DEVELOPMENTS, are entitled to develop/construct the proposed Buildings on the portion of the said properties.

Dated on 26th day of December 2015.


Mangesh K. Bhogale
Advocate

