

PARIMAL Y. GOLWALA

ADVOCATE & SOLICITOR

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Rd No. T.C. - 2 2017

Date: 28/07/2017

To,
M/S. JAYDEEP CORPORATION
310/311, Atlantic Commercial Tower,
R.B. Mehta Marg, Near Railway Station,
Chhatkopar (East), Mumbai - 400 077.

Re: Plots of land bearing (i) Old S.No.74 New S.No.90 admeasuring H-0 A-19 P-0 equivalent to 1900 sq.mtrs. and (ii) Old S.No.75 H.No.2 New S.No.89 H.No.2/B admeasuring H-0 A-38 P-6 equivalent to 3860 sq.mtrs. in all admeasuring 5760 sq.mtrs. situate, lying and being at revenue village of Ovale, Taluka, District and Registration District and Sub-District of Thane within the limits of the Thane Municipal Corporation (the 'said Plot').

Dear Sirs,

I have been instructed by you to investigate your title to the above referred property which I have done by perusing the documents produced, taking searches and have now to report to you thereon as follows:

1. From the separate Joint Declaration-cum-Indemnity all dated 8th October, 2009 executed by (i) Smt. Changunabai Janardhan Bhoir and 5 others (ii) Shri Rajat Maleappa Patil, the Sole Proprietor of Shree Vishwanand Enterprises and (iii) Shri Ashok Motiram Bhoir and 10 others it appears that:
 - (a) One Smt. Kanta Rasiklal Makhecha and others were the owners of interalia the plots of land bearing Old S.No.74 (New S.No.90) admeasuring H-0 A-19 P-0 equivalent to 1900 sq.mtrs., Old S.No.75 H.No.2 (New S.No.89 H.No.2) admeasuring H-0 A-40 P-3 equivalent to 4030 sq.mtrs. and Old S.No.108 H.No.1 (New S. No.73 H.No.1) admeasuring H-0 A-10 P-0 equivalent to 1000 sq.mtrs. in all aggregating to 6930 sq.mtrs situated at the revenue village of Ovale, Taluka, District, Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation (hereinafter referred to as the 'said Three Plots').
 - (b) The said Smt. Kanta Rasiklal Makhecha and others were not cultivating the said plots of land bearing Old S.No.74 (New S.No.90) admeasuring H-0 A-19 P-0 equivalent to 1900 sq.mtrs. and Old S.No.75 H.No.2 (New S.No.89 H.No.2) admeasuring H-0 A-40 P-3 equivalent to 4030 sq.mtrs. therefore as per Taluka Order No.T.N.C./8113 dated 08/08/1956 the name of Shri Rama Mangalya as the protected tenant and the name of Shri Motiram Sajjan Bhoir as simple tenant had been entered in the revenue records in respect of the said plots of land bearing Old S.No.74 and Old S.No.75 H.No.2. and the same had been recorded under Mutation Entry No.591.
 - (c) The name of the said Shri Rama Mangalya was recorded as protected tenant in respect of the said plots of land bearing Old S.No.74 and Old S.No.75 H.No.2. However as he was not actually cultivating the said plots

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of land his name had been deleted as tenant from the revenue records in respect of the said plots. The same had been recorded under Mutation Entry No.770.

- (d) The said Shri Motiram Sajjan Bhoir was cultivating interalia the **said Three Plots** at village Ovale for many years therefore he had become the kul in respect of the **said Three Plots** under the provisions of the Bombay Tenancy and Agricultural Lands Act, 1948 and his name had been entered in the revenue records in respect of the **said Three Plots**.

- (e) During the life time of the said Shri Motiram Sajjan Bhoir, in or about the year 1970 his elder son Shri Janardhan Motiram Bhoir got separated from the Hindu Undivided Family and he was cultivating independently the above mentioned plots of land bearing (i) Old S.No.74 (New S.No.90), (ii) Old S.No.75 H.No.2 (New S.No.89 H.No.2) and (iii) Old S.No.108 H.No.1 (New S. No.73 H.No.1) situated at revenue village of Ovale, Taluka, District, Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation (hereinafter as aforesaid referred to as the '**said Three Plots**') with the help of his family members and as such the said Shri Janardhan Motiram Bhoir was entitled to purchase the **said Three Plots** under the provisions of Bombay Tenancy & Agricultural Lands Act, 1948 (hereinafter referred to as the '**B.T. & A.L. Act**') and to become the owner of the **said Three Plots** by paying the necessary purchase price.

- (f) In pursuance of the application made by the said Shri Janardhan Motiram Bhoir by an order passed by the Agricultural Lands Tribunal Thane and Additional Mambardar under No. Ovale\VR\706\72 dated 16/02/1972 the said Shri Janardhan Motiram Bhoir was ordered to pay Rs.100 and paise 20 being the purchase price for the said plot of land being Old S.No.74 (New S.No.90) under the provision of Bombay Tenancy and Agricultural Lands Act, 1948.

- (g) Accordingly the said Shri Janardhan Motiram Bhoir had out of his own funds deposited Rs.100 and paise 20 in the Government Treasury being the purchase price in respect of plot of land bearing Old S.No.74. The Purchase Certificate No.1322 dated 08-05-1973 under Sec.32M of B.T. & A. L. Act, 1948 had been issued in the name of the said Shri Janardhan Motiram Bhoir in respect of the said plot of land bearing Old S.No.74. Thereafter by Mutation Entry No.1560 the names of the earlier owners the said Smt. Kanta Rasikel Makhecha and Others had been deleted from the revenue records and the name of the said Shri Janardhan Motiram Bhoir had been entered as the owner in the 7/12 Extract in respect of the said plot of land bearing Old S.No.74. The said Purchase Certificate dated 08/05/1973 had been registered with the Sub-Registrar at Thane under No.83 of 1973 on 14/05/1973.

- (h) In pursuance of the application made by the said Shri Janardhan Motiram Bhoir by an order passed by the Agricultural Lands Tribunal Thane and Additional Mambardar under No.Ovale\VR-144\71 dated 22/12/1971 the said Shri Janardhan Motiram Bhoir was ordered to pay Rs.1163 and 60 paise being the purchase price for the said plot of land bearing Old S.No.75 H.No.2 (New S.No.89 H.No.2) and the said plot of land bearing Old S.No.108 H.No.1 (New S.No.73 H.No.1) under the

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provisions of Bombay Tenancy and Agricultural Lands Act, 1948. The same had been recorded under the Mutation Entry No.1486.

- (i) The said Shri Janardhan Motiram Bhoir had out of his own funds deposited in the Government Treasury the purchase price. The Purchase Certificate No.1423 dated 18/08/1973 under Sec.32M of B.T. & A.L. Act, 1948 had been issued in the name of the said Shri Janardhan Motiram Bhoir in respect of the plots of land bearing Old S.No.75 H.No.2 and Old S.No.108 H.No.1. Thereafter by Mutation Entry No.1549 the names of earlier owners the said Smt. Kanta Rasiklal Makhecha and Others had been deleted from the revenue records and the name of the said Shri Janardhan Motiram Bhoir had been entered as the owner in the 7/12 Extracts in respect of the said plot of land bearing Old S.No.75 H.No.2 and the said plot of land bearing Old S.No.108 H.No.1.

- (ii) In view of purchases of the said **Three Plots** under the provisions of the Bombay Tenancy and Agricultural Lands Act, 1948 as mentioned hereinabove the said Shri Janardhan Motiram Bhoir became the owner of and was seized and possessed of or otherwise well and sufficiently entitled to the said **Three Plots**.

- (i) The said Shri Janardhan Motiram Bhoir died intestate on or about 7th August, 1988 leaving him surviving his wife (1) Smt. Changuabai Janardhan Bhoir, his three daughters (2) Kum. Savita Janardhan Bhoir (after marriage Smt. Savita Jagannath Mhatre), (3) Kum. Sarita Janardhan Bhoir (after marriage Smt. Sarita Balkrishna Patil) and (4) Kum. Sujata alias Rajni Janardhan Bhoir (after marriage Smt. Sujata alias Rajni Ramesh Charat) and his son (5) Shri Sunil Janardhan Bhoir as his only heirs and next of kin according to Hindu Law by which he was governed at the time of his death. Pursuant to the application made to the revenue authorities by a Mutation Entry No.2418 the names of the said Smt. Changuabai Janardhan Bhoir, Smt. Savita Jagannath Mhatre, Smt. Sarita Balkrishna Patil, Smt. Sujata alias Rajni Ramesh Charat and Shri Sunil Janardhan Bhoir (hereinafter referred to as the said **Smt. Changuabai Janardhan Bhoir and 4 others**) were entered in the revenue records in respect of the said **Three Plots** in place of the name of the said Shri Janardhan Motiram Bhoir.

- (ii) In the events that had happened as above the said (i) Smt. Changuabai Janardhan Bhoir, (ii) Smt. Savita Jagannath Mhatre, (iii) Smt. Sarita Balkrishna Patil, (iv) Smt. Sujata alias Rajni Ramesh Charat and (v) Shri Sunil Janardhan Bhoir for self and as the Karta and Manager of his Hindu Undivided Family (consisting of (a) himself, his wife (b) Smt. Jyoti Sunil Bhoir his two minor sons (c) Master Smit Sunil Bhoir and (d) Master Sanj Sunil Bhoir), (vi) Smt. Jyoti Sunil Bhoir (vi) Master Smit Sunil Bhoir and (vii) Master Sanj Sunil Bhoir (Nos. (vii) and (viii) being minors through their father and natural guardian Shri Sunil Janardhan Bhoir) (hereinafter referred to as the said **Smt. Changuabai Janardhan Bhoir and 7 others**) became the owners of and were seized and possessed of or otherwise well and sufficiently entitled to interalia the plots of land bearing (i) Old S.No.74 New S.No.90 admeasuring H-0 A-19 P-0 equivalent to 1900 sq.mtrs. and (ii) Old S.No.75 H.No.2 New S.No.89 H.No.2 admeasuring H-0 A-40 P-3 equivalent to 4030 sq.mtrs. in all admeasuring 5930 sq.mtrs. situate, lying and being at revenue village of

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Ovele, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and more particularly described in the First Schedule hereunder written and hereinafter referred to as the '**said Property**'.

- (m) By an Agreement for Development dated 29th January, 2008 (hereinafter referred to as the '**said Agreement for Development**') registered with the Sub-Registrar at Thane under No. TNN2 - 922 of 2008 made between Shree Vishwanand Enterprises, a Sole Proprietary Concern of Shri Rajat Malappa Patil (therein referred to as the Developers) of the One Part and the said Smt. Changuanabai Janardhan Bhoir, Smt. Savita Jagannath Mhatre, Smt. Sarita Balkrishna Patil, Smt. Sujata alias Rajni Ramesh Gharat and Shri Sunil Janardhan Bhoir therein referred to as the Owners and hereinafter as aforesaid referred to as the **said Smt. Changuanabai Janardhan Bhoir and 4 others** of the Other Part, for the legal necessity and in the interest of the estate the **said Smt. Changuanabai Janardhan Bhoir and 4 others** had granted the development rights in respect of the **said Property** to the said Shree Vishwanand Enterprises for the consideration and upon the terms and conditions therein mentioned. Upon execution of the '**said Agreement for Development**' the **said Smt. Changuanabai Janardhan Bhoir and 4 others** had granted to the said Shree Vishwanand Enterprises the licence to enter upon the **said Property**.

- (n) The **said Smt. Changuanabai Janardhan Bhoir and 4 others** had also executed a Power of Attorney dated 29th January, 2008 authenticated by the Sub-Registrar at Thane on the same day under No. 194 of 2008 in favour of the said Shri Rajat Malappa Patil, the Sole Proprietor of the said Shree Vishwanand Enterprises authorising him to do the various acts, deeds, matters and things in respect of the **said Property** as provided therein.

- (o) By an Agreement for Sub-Development dated 3rd May, 2008 (hereinafter referred to as the '**said Agreement for Sub-Development**') made between the said Shree Vishwanand Enterprises, a sole proprietary concern of the said Shri Rajat Malappa Patil (therein referred to as the Developers) of the One Part and M/s. Jaydeep Corporation i.e. yourself (therein referred to as the Sub-Developers) of the Other Part, the said Shree Vishwanand Enterprises had agreed to grant the sub-development rights in respect of the **said Property** to you for the consideration and upon the terms and conditions therein mentioned.

- (p) Due to differences and misunderstanding between the **said Smt. Changuanabai Janardhan Bhoir and 4 others** on the one hand and Smt. Kashibai Motiram Bhoir and Shri Suresh Motiram Bhoir on the other hand, the said Shri Suresh Motiram Bhoir and the said Smt. Kashibai Motiram Bhoir had filed two Appeals before the Hon'ble Sub-Divisional Officer Thane Division at Thane under Section 247 of Maharashtra Land Revenue Code, 1966 being R.T.S. No.58 of 2007 and R.T.S. No.59 of 2007 against the **said Smt. Changuanabai Janardhan Bhoir and 4 others** for setting aside the Mutation Entry Nos.1560 dated 15/10/1975 and 1549 dated 15/11/1975 in respect of the **said Three Plots**. Thereafter by an Order dated 31st December, 2007 passed by the Sub-

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Divisional Officer, Thane Division, Thane the said two Appeals No.58 of 2007 and 59 of 2007 had been dismissed.

- (g) Due to some differences and misunderstanding between the said Smt. Kashibai Mottram Bhoir, Shri Ashok Mottram Bhoir, Shri Digambar Mottram Bhoir and Shri Suresh Mottram Bhoir and Smt. Lata Navnath Ture (hereinafter referred to as the 'said Smt. Kashibai Mottram Bhoir and 4 others') on the one hand and the said Smt. Changunabai Janardhan Bhoir and 4 others on the other hand, the said Smt. Kashibai Mottram Bhoir and 4 others had filed an appeal being Tenancy Appeal No.15 of 2008 before the Hon'ble Sub-Divisional Officer Thane at Thane against the said Smt. Kantaben Rasiklal Makhecha, Shri Rajesh Anilkumar Makhecha, Smt. Shobha Suresh Makhecha (i.e. the earlier Owners) and the said Smt. Changunabai Janardhan Bhoir and 4 others for setting aside the Order dated 16/02/1972 under Section 32G of the Bombay Tenancy and Agricultural Lands Act, 1948 passed by the Additional Tahsildar and A.L.T. Thane in Proceeding No.Ovale VR/706/72 and for cancellation of the said Mutation Entry No.1560 of village Ovale in respect of purchase of the said Plot of land bearing Old S.No.74 New S.No.90 by the said Shri Janardhan Mottram Bhoir under the provisions of Bombay Tenancy and Agricultural Lands Act, 1948. By an Order dated 7th November, 2008 passed by the Sub-Divisional Officer, Thane Division, Thane the said Tenancy Appeal No.15 of 2008 had been dismissed.

- (f) Due to some differences and misunderstanding between the 'said Smt. Kashibai Mottram Bhoir and 4 others' on the one hand and the said Smt. Changunabai Janardhan Bhoir and 4 others on the other hand, the said Smt. Kashibai Mottram Bhoir and 4 others had filed an appeal being Tenancy Appeal No.16 of 2008 against the said Smt. Kantaben Rasiklal Makhecha, Shri Rajesh Anilkumar Makhecha, Smt. Shobha Suresh Makhecha (i.e. the earlier Owners) and the said Smt. Changunabai Janardhan Bhoir and 4 others for setting aside the Order dated 22/01/1971 under Section 32G of the Bombay Tenancy and Agricultural Lands Act, 1948 passed by the Additional Tahsildar and A.L.T. Thane in Proceedings No.Ovale VR/144/71 and for cancellation of the said Mutation Entry Nos.1486 and 1549 of village Ovale in respect of purchase of the said plots of land bearing Old S.No.75 H.No.2 (New S.No.89 H.No.2) and Old S.No.108 H.No.1 (New S.No.73 H.No.1) by the said Shri Janardhan Mottram Bhoir under the provisions of Bombay Tenancy and Agricultural Lands Act, 1948. By an Order dated 7th November, 2008 passed by the Sub-Divisional Officer, Thane Division, Thane the said Appeal No.16 of 2008 had been dismissed.

- (s) By a Deed of Confirmation dated 27th April, 2009 registered with the Sub-Registrar at Thane under No.TNN 5 - 3496 of 2009 (hereinafter referred to as the 'said Deed of Confirmation') made between the said Smt. Kashibai Mottram Bhoir and others (therein referred to as the Party of the First Part) of the One Part and the said Shree Vishwanand Enterprises (therein referred to as the Party of the Second Part\Developers) of the Other Part, the said Smt. Kashibai Mottram Bhoir and others had confirmed the grant of development rights in respect of the said Property under the said Agreement for Development dated 29th January, 2008 by the said Smt. Changunabai Janardhan Bhoir and 4

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others to the said Shree Vishwanand Enterprises for the consideration and upon the terms and conditions therein mentioned.

- (i) The said Smt. Kashibai Motiram Bhoir and others had also executed a Power of Attorney dated 27th April, 2009 authenticated by the Sub-Registrar at Thane on the same day under No. 112 of 2009 in favour of Shri Rajat Malappa Patil, the Sole Proprietor of the said Shree Vishwanand Enterprises authorising him to do the various acts, deeds, matters and things in respect of the **said Property** as provided therein.

- (ii) By an **Agreement for Sale dated 8th October, 2009** (hereinafter referred to as the '**said Agreement for Sale dated 8th October, 2009**') made between the said Smt. Changunabai Janardhan Bhoir and 7 others (therein referred to as the Vendors) of the First Part, the said Shree Vishwanand Enterprises, through its Sole Proprietor Shri Rajat Malappa Patil (therein referred to as the First Confirming Party) of the Second Part, the said Smt. Kashibai Motiram Bhoir and others (therein referred to as the Second Confirming Parties) of the Third Part and Yourselves (therein referred to as the Purchasers) of the Fourth Part, the said Smt. Changunabai Janardhan Bhoir and others and the said Shree Vishwanand Enterprises agreed to sale the **said Property** to you for the consideration and upon the terms and conditions therein mentioned.

- (v) Upon execution of the **said Agreement for Sale dated 8th October, 2009** the said Shri Rajat Malappa Patil, the Sole Proprietor of the said Shree Vishwanand Enterprises had cancelled the above mentioned said Power of Attorney dated 29th January, 2008 granted to him by the said Smt. Changunabai Janardhan Bhoir and 4 others and handed over the same to you i.e. M/s. Jaydeep Corporation. Thereafter in pursuance of the **said Agreement for Sale dated 8th October, 2009** the said Smt. Changunabai Janardhan Bhoir and others had executed a Power of Attorney dated 8th October, 2009 authenticated on 8th October, 2009 by the Sub-Registrar at Thane - 5 under No. 445 of 2009 in favour of your partners Shri Deepak Meghji Dedhia, Shri Jayesh Meghji Dedhia, Smt. Geeta Deepak Dedhia and Smt. Leena Jayesh Dedhia, authorising them to do the various acts, deeds, matters and things in respect of the **said Property** as therein mentioned.

- (vi) Pursuant to the **said Agreement for Sale dated 8th October, 2009** the said Shree Vishwanand Enterprises had executed a Power of Attorney dated 8th October, 2009 authenticated on 8th October, 2009 by the Sub-Registrar at Thane - 5 under No. 444 of 2009 in favour of your partners Shri Deepak Meghji Dedhia, Shri Jayesh Meghji Dedhia, Smt. Geeta Deepak Dedhia and Smt. Leena Jayesh Dedhia, authorising them to do the various acts, deeds, matters and things in respect of the **said Property** as therein mentioned.

- (x) Upon execution of the **said Agreement for Sale dated 8th October, 2009** the said Shri Rajat Malappa Patil, the Sole Proprietor of the said Shree Vishwanand Enterprises had cancelled the above mentioned said Power of Attorney dated 27th April, 2009 granted to him by the said Smt. Kashibai Motiram Bhoir and others and handed over the same to you M/s. Jaydeep Corporation. Thereafter in pursuance of the **said Agreement for Sale dated 8th October, 2009** the said Smt. Kashibai

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Motiram Bhoir and others had executed a Power of Attorney dated 8th October, 2009 authenticated on 8th October, 2009 by the Sub-Registrar at Thane - 5 under No.443 of 2009 in favour of your partners Shri Deepak Meghji Dedhia, Shri Jayesh Meghji Dedhia, Smt. Geeta Deepak Dedhia and Smt. Leena Jayesh Dedhia, authorising them to do the various acts, deeds, matters and things in respect of the **said Property** as therein mentioned.

- (v) The said Smt. Changunabai Janardhan Bhoir and 7 others, the said Shri Rajat Malappa Patil, the Sole Proprietor of the said Shree Vishwanand Enterprises and the said Shri Ashok Motiram Bhoir and 10 others had executed separate Joint Declaration-cum-Indemnity all dated 8th October, 2009 in respect of the **said Property**.

- (2) Upon execution of the **said Agreement for Sale dated 8th October, 2009** the said Smt. Changunabai Janardhan Bhoir and others and the said Shree Vishwanand Enterprises had granted to you M/s. Jaydeep Corporation the irrevocable licence to enter upon the **said Property** with the understanding that upon receipt of the sale permission the said licence shall automatically get converted into the absolute possession of the **said Property** in favour of you.

2. It has been informed by you to me that upon survey of the **said Property** made by you through your surveyors it has been found that a portion of the **said Property** admeasuring 193.62 sq.mtrs. out of Old S.No.74 New S.No.90 and shown by pink colour wash on the plan hereto annexed and marked **Annexure: A** was not in possession of the said Smt. Changunabai Janardhan Bhoir and others.

3. The Collector of Thane by his Order dated 20th January, 2012 bearing No.REV/DESK-1/T-1/NAP/Ovale-Thane/SR - 170/2011 granted the N.A. User Permission in respect of the **said Property** upon the terms and conditions therein mentioned.

4. A portion admeasuring 170 sq.mtrs. out of the Old Survey No.75 H. No.2, New Survey No.89 H.No.2 of the **said Property** and shown by brown colour hatches on the plan hereto annexed and marked **Annexure: A** was going under 40 mtrs. wide D.P. Road and the possession of the said area has been handed over to the Thane Municipal Corporation. Thereafter necessary changes have been made in the revenue records and the revenue authorities have issued two new 7/12 Extracts i.e. (i) 7/12 Extract bearing New S.No.89 H.No.2/A (old S.No.75 H.No.2) for the area admeasuring 170 sq.mtrs. in the name of the Thane Municipal Corporation in respect of the said 170 sq.mtrs. which has gone under 40 mtrs. wide D.P. Road and (ii) 7/12 Extract bearing New S.No.89 Hissa No.2/B (Old S.No.75 H.No.2) for the area admeasuring 3860 sq.mtrs. in the name of the said Smt. Changunabai Janardhan Bhoir and others being the balance area of New S.No.89 H.No.2 (i.e. 4030 sq.mtrs. - 170 sq.mtrs. gone under road).

5. In view of the above mentioned 170 sq.mtrs. area of the **said Property** out of New S.No.89 Hissa No.2 (Old S.No.75 H.No.2) going under D.P. Road the balance area of the **said Property** is admeasuring 5760 sq.mtrs. [consisting of (i) New S.No.89 Hissa No.2/B (Old S.No.75 H.No.2) admeasuring 3860 sq.mtrs. and (ii) New S.No.90 (Old S.No.74) admeasuring 1900 sq.mtrs.] and the same is

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delimited on the plan hereto annexed and marked **Annexure: A** and thereon shown surrounded by green colour boundary line and more particularly described in the Second Schedule hereunder written and hereinafter referred to as the '**said Plot**'.

6. A portion (i) admeasuring 100 sq.mts. of the **said Plot** out of the New S.No.89/2B (Old S.No.75/2) and (ii) another portion admeasuring 245 sq.mts. of the **said Plot** out of the New S.No.90 (Old S.No.74) and shown by yellow colour wash on the plan hereto annexed and marked **Annexure: A** are going under Nallas which are to be kept open to the sky.

7. In view of passing of the Nalla admeasuring 245 sq.mts. of the **said Plot** out of the New S.No.90 (Old S.No.74) and shown by yellow colour wash on the plan hereto annexed and marked **Annexure: A** an area admeasuring 71 sq.mts. out of the Old S.No.74 New S.No.90 (Old S.No.74) and shown by blue colour wash on the plan hereto annexed and marked **Annexure: A** has remained on the other side of the Nalla. Similarly as mentioned hereinabove the area admeasuring 100 sq.mts. out of New S.No.89 H.No.2/B (Old S.No.75 H.No.2) and shown by yellow colour wash on the plan hereto annexed and marked **Annexure: A** is also going under Nalla and as mentioned hereinabove an area admeasuring 193.62 sq.mts. out of New S.No.90 (Old S.No.74) is not in possession. You have informed me that in the circumstances you are constructing the buildings on the balance area admeasuring 5150.38 sq.mts. of the **said Plot**.

8. The building plans for construction of buildings on the **said Plot** had been sanctioned by the Thane Municipal Corporation and the Development Permission had been issued on 28th September, 2011 under V.P.No.S06/0092/11/TMC/ TDD/0473/11. The Thane Municipal Corporation had also issued the Commencement Certificate bearing V.P.No.S06/0092/11/TMC/TDD/0566/12 dated 27th March, 2012 in respect of the Building Nos.1 and 2 (each having basement + stilt + seven upper floors) and Building No.3 (having basement + lower stilt + upper stilt / podium + six upper floors).

9. Earlier by his Order dated 24/6/2010 passed in Case No.TD/T-6/KV/VP/S.R./13/2010 the Sub-Divisional Officer Thane Division granted to the said Smt. Changunabai Janardhan Bhoir and others the permission for development of the **said Property** for residential purpose. Thereafter upon application made by Shri Jayesh Meghl Dedhia one of your partner and the constituted attorney of the said Smt. Changunabai Janardhan Bhoir and others the Sub-Divisional Officer Thane Division by his Order dated 4/10/2012 passed in Case No.TD/T-6/KV/Thane/VP/ S.R.-13/2010 granted the sale permission in respect of the **said Property** upon the terms and conditions therein mentioned.

10. You have submitted to and got approved from the Thane Municipal Corporation the amended plans for construction of buildings on the **said Plot** and obtained the Amended Development Permission/Commencement Certificate bearing V.P. No.S06/0092/11/ TMC/TDD/0823/13 dated 28th March, 2013 for construction of Building Nos.1 and 2 (each having basement, stilt and 7 upper floors) and Building No.3 (having basement, lower stilt, upper stilt/podium and 6 upper floors).

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Maharathi Karve Road, Naupada, Thane (W). 400 602. • Tel. Res. : 536 76 23

Ref. No.

11. By a **Conveyance dated 8th August, 2013** registered with the Sub-Registrar at Thane under No.TNN - 5 8209 of 2013 made between the said Smt. Changunabai Janardhan Bhoir and 7 Others (therein referred to as the Vendors) of the First Part, the said Shree Vishwanand Enterprises (therein referred to as the First Confirming Party) of the Second Part, the said Smt. Kashibai Motiram Bhoir and Others (therein referred to as the Second Confirming Parties) of the Third Part and yourselves (therein referred to as the Purchasers) of the Fourth Part, the said Smt. Changunabai Janardhan Bhoir and Others and the said Shree Vishwanand Enterprises in pursuance of the **said Agreement for Sale dated 8th October, 2009** have sold and conveyed to you the **said Plot** admeasuring 5760 sq.mtrs. more particularly described in the Second Schedule hereunder written which is the same as the Second Schedule hereunder written and shown surrounded by green colour boundary line on the plan thereto annexed and marked Annexure; A which is same as the plan hereto annexed and marked **Annexure: A** and hereinafter as aforesaid referred to as the **said Plot** but subject to as mentioned hereinabove an area admeasuring 193.62 sq.mtrs. and shown by pink colour wash on the plan hereto annexed and marked **Annexure: A** being not in possession of the said Smt. Changunabai Janardhan Bhoir and others. Now in the revenue records i.e. 7/12 Extracts the **said Plot** stands in your name.

12. Shri Sandesh Digamber Bhoir and Shri Pranay Digamber Bhoir, the nephews of the said Shri Janardhan Motiram Bhoir had filed a suit being Regular Civil Suit No.689 of 2013 against yourselves i.e. M/s. Jaydeep Corporation in the Court of the Civil Judge Senior Division, Thane at Thane for the reliefs as mentioned in the prayer clause of the plaint of the said Regular Civil Suit No.689 of 2013. The said Regular Civil Suit No.689 of 2013 has been amicably settled between the parties to the said Suit i.e. the said Sandesh Digamber Bhoir and Pranay Digamber Bhoir and yourselves by executing the Consent Terms dated 15th April, 2014 which had been filed in the Court. In view of the said Consent Terms by an Order dated 15th April, 2014 passed by Smt. S.G. Shaikh the Joint Civil Judge J.D. Thane, the said Suit had been disposed off accordingly. Under the said Consent Terms the said Shri Sandesh Digamber Bhoir and Shri Pranay Digamber Bhoir have confirmed all the documents executed by their deceased father Shri Digamber Motiram Bhoir and mother Smt. Sulochana Digamber Bhoir in your favour including the said Conveyance dated 8th August, 2013 in your favour and they have also confirmed that you alone are entitled to develop the **said Plot**, construct the buildings thereon and to sell the flats and other premises in such buildings as you may deem fit and proper.

13. You have informed me that in accordance with the above mentioned amended sanctioned plans you have commenced the construction of a complex to be known as **DEDHIA ELITA** by constructing three buildings i.e. Dedhia Elita A [Building No.1], Dedhia Elita B [Building No.2] and Dedhia Elita C [Building No.3] and completed the construction of the said Buildings Dedhia Elita A [Building No.1] having basement, silt and 7 upper floors and Dedhia Elita B [Building No.2] having basement, silt and 7 upper floors and also completed the plinth of the said Building Dedhia Elita C [Building No.3]. The Thane Municipal Corporation has also issued the Occupation Certificate bearing V.P.No.S06/0092/11/TMC/TDD/099/ 0156/815 dated 25th February, 2015 in respect of the Buildings Dedhia Elita A [Building No.1] and Dedhia Elita B [Building No.2].

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Ref. No.

14. By an Agreement for Transfer of Transferable Development Rights dated 22nd April, 2014 registered with the Sub-Registrar at Thane under No.TNN-S 4098 of 2014 made between M/s. L.N. Developers (herein referred to as the Transferors) of the One Part and Yourselves i.e. M/s. Jaydeep Corporation (herein referred to as the Transferees) of the Other Part, you have purchased from the said M/s. L.N. Developers 4270 sq.mtrs. equivalent to 45,962.28 sq.ft. T.D.R./F.S.I. for construction of upper floors on the said Building DEDHIA ELITA C (Building No.3) on the said **Plot** out of the total Development Rights Certificate of 7050 sq.mtrs. T.D.R./F.S.I. comprised in the Development Rights Certificate (D.R.C.) bearing No.185 and bearing Folio No.TDR/S06/Park-2/0107/12 dated 25/02/2014 with the liberty to utilise the same on the said **Plot** by you for the consideration and upon the terms and conditions therein mentioned.

15. In view of the purchase of 4270 sq.mtrs. equivalent to 45,962.28 sq.ft. T.D.R. by you as mentioned hereinabove you have submitted the further amended plans for construction of the said Building DEDHIA ELITA C (Building No.3) on the said **Plot** to the Thane Municipal Corporation and the same have been sanctioned by the Thane Municipal Corporation on 12/12/2014 under V.P.No.S06/0092/11. The amended Development Permission and the Commencement Certificate has also been issued by the Thane Municipal Corporation on 12/12/2014 under V.P. No.S06/0092/11/T.M.C./TTDD/1300/14 for Dedhia Elita C (Building No.3) for basement + lower still + upper still/podium + 22 floors.

16. Pravin Veera & Co., Advocates & Solicitors had issued Public Notices in The Free Press Journal, Navshakti and Jannabhoomi on 18/08/2010 and Thane Vaibhav on 19/08/2010 in respect of the said **Property** and invited objections and/or claims, if any, from the persons having and/or claiming any share, right, title and interest in the said **Property**. In response to the said public notices Pravin Veera & Co. had received only one objection vide notice dated 28/08/2010 sent by Shri Rajesh Krishna Mukadam, Advocate sent on behalf of his clients the said Shri Ashok Motiram Bhoir and 3 others wrongfully objecting in respect of the balance amount of consideration payable to his said clients under the said **Agreement for Sale dated 8th October, 2009** which has been replied by Pravin Veera & Co. by their letter dated 7/10/2010. Subsequently in due course of time the balance consideration payable to Advocate Shri Rajesh Krishna Mukadam's said clients had been paid as provided under the said **Agreement for Sale dated 8th October, 2009**.

17. You have informed me that you have amended the building plans for making minor changes like changing the entrance of some of the flats and making provision for cupboard in some of the flats and increasing the area of the Club House and shifting the place of electrical sub-station and submitted to the Thane Municipal Corporation the said further amended plans for its approval and the same have been sanctioned by Thane Municipal Corporation on 8/8/2016 under VP No. S06/0092/11/TMC/TTDD/ 1890/16 for **DEDHIA ELITA C** (Building No. 3) for basement + lower still + upper still / Podium + 22 floors.

18. By your letter dated 27th July, 2017 addressed to Pravin Veera & Co. and myself you have informed that in pursuance of the sanctioned plans and amended sanctioned plans you have completed the construction of the said buildings **Dedhia Elita A (Building No.1)** and **Dedhia Elita B (Building No.2)**

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Rd. No.

and the Thane Municipal Corporation has also issued Occupation Certificate bearing No.V.P. No.506/0092/11/TMC/TTDD/099/0156/5 dated 25th February, 2015 in respect of the said two Buildings. You have also informed that you have almost completed 90% work of the third building Dcdhia Elite C. By your said letter you have further informed that except the sale of flats in the said three Buildings you have not created any third party rights or charge or encumbrance on the said Plot and the said three Buildings. By the said letter you have requested me to issue fresh Title Report as required by the RERA Authority.

19. I have caused the searches to be taken in respect of the said Property and otherwise investigated your title to the said Plot and certify that subject to what is stated hereinabove and subject to and relying upon the correctness of the statements, representations and assurances made and contained in the said Joint Declaration-cum-indemnity all dated 8th October, 2009 in respect of the said Property made by the said Smt. Changunabai Janardhan Bhoir and 7 others, the said Shri Rajat Malappa Patil, the Sole Proprietor of the said Shree Vishwanand Enterprises and the said Shri Ashok Motiram Bhoir and 10 others your (i.e. M/s. Jaydeep Corporation) title to the said Plot in my opinion is free from encumbrances, beyond reasonable doubt and as such marketable except for the area admeasuring 193.62 sq.mtrs. and shown by pink colour wash on the plan hereto annexed and marked Annexure: A which is not in your possession.

20. Earlier I have issued my Title Report dated 31st August, 2013. In view of purchase of T.D.R. and sanction of the further amended plans and filing of and settlement of the above mentioned Regular Civil Suit No.689 of 2013 I have issued my Title Report dated 9th March, 2015. Now due to implementation of Real Estate (Regulation and Development) Act, 2016 (RERA) and amendment of building plans and other changes I am issuing this fresh Title Report.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO: (SCHEDULE OF THE SAID PROPERTY)

ALL THOSE pieces or parcels of land bearing (i) Old S.No.74 New S.No.90 admeasuring H-0 A-19 P-0 equivalent to 1900 sq.mtrs. and (ii) Old S.No.75 H.No.2 New S.No.89 H.No.2 admeasuring H-0 A-40 P-3 equivalent to 4030 sq.mtrs. in all admeasuring 5930 sq.mtrs. situate, lying and being at revenue village of Ovala, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows:

on or towards East	: by plot of land bearing S.No.27 H.No.1 of village Vadavali owned by Shri Ganesh Bhoir
on or towards West	: by plot of land bearing S.No.75 H.No.1
on or towards North	: partly by plot of land bearing S.No.71 and partly by plot of land bearing S.No.73
on or towards South	: by plot of land bearing S.No.74 H.No.4

THE SECOND SCHEDULE HEREINABOVE REFERRED TO: (SCHEDULE OF THE SAID PLOT)

ALL THOSE pieces or parcels of land bearing (i) Old S.No.74 New S.No.90 admeasuring H-0 A-19 P-0 equivalent to 1900 sq.mtrs. and (ii) Old S.No.75 H.No.2 New S.No.89 H.No.2/B admeasuring H-0 A-38 P-6 equivalent to 3860 sq.mtrs. in all admeasuring 5760 sq.mtrs. situate, lying and being at revenue village of Ovala, Taluka, District and Registration District and Sub-District of

PARIMAL Y. GOLWALA

ADVOCATE & SOLICITOR

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Maharshi Karve Road, Naupada, Thane (W). 400 602 • Tel. Res. 536 76 23

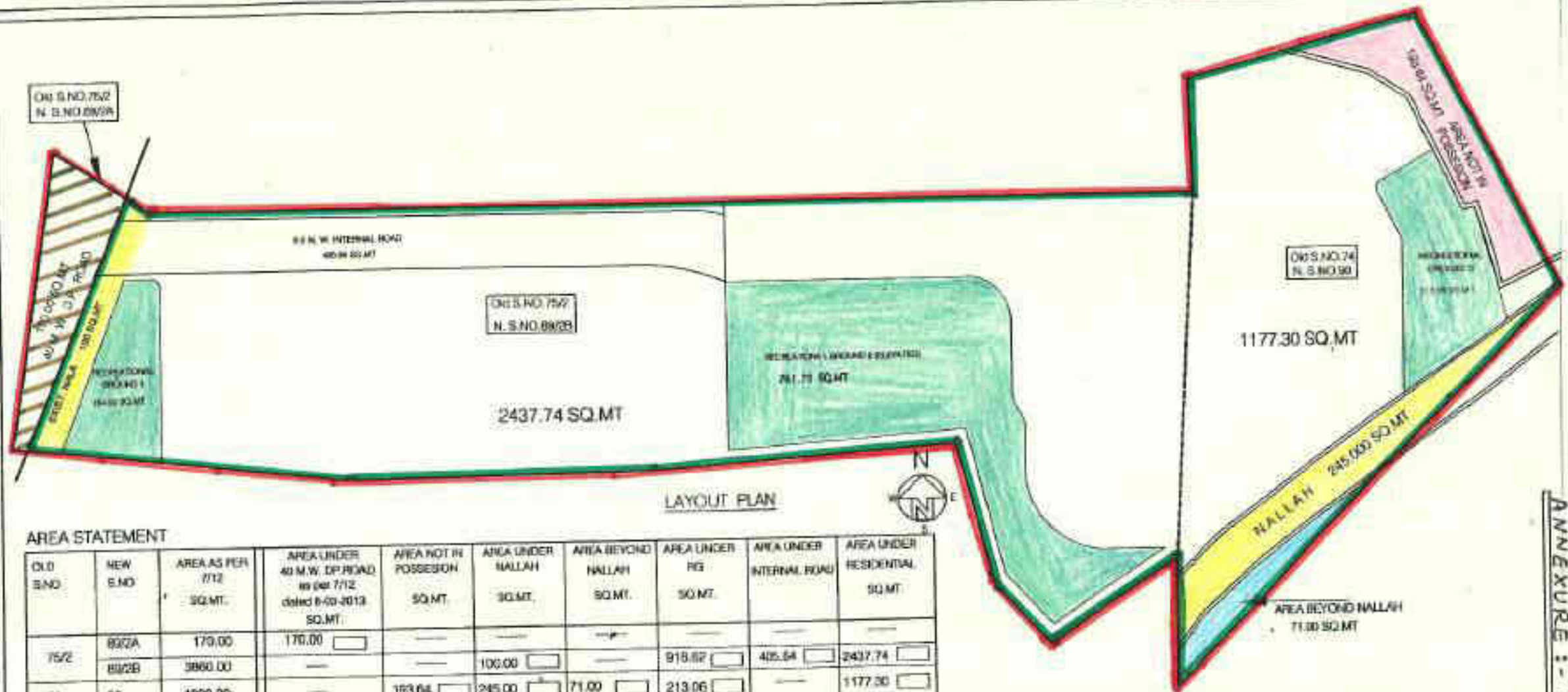
Ref. No.

Thane within the limits of Thane Municipal Corporation and bounded as follows:

on or towards East	: by plot of land bearing S.No.27 H.No.1 of village
on or towards West	Vadavali owned by Shri Ganesh Bhair
on or towards North	: by 40 mtrs. wide DP Road
on or towards South	: partly by plot of land bearing S.No.71 and
	partly by plot of land bearing S.No.73
	: by plot of land bearing S.No.74 H.No.4

Yours truly,

Parimal Y. Golwala.
(SMT. PARIMAL Y. GOLWALA)
Advocate & Solicitor



AREA STATEMENT

OLD S.NO.	NEW S.NO.	AREA AS PER 7/12 SQ.MT.	AREA UNDER 40 M.W. DP ROAD as per 7/12 dated 8-03-2013 SQ.MT.	AREA NOT IN POSSESSION SQ.MT.	AREA UNDER HALLAH SQ.MT.	AREA BEYOND HALLAH SQ.MT.	AREA UNDER RD SQ.MT.	AREA UNDER INTERNAL ROAD SQ.MT.	AREA UNDER RESIDENTIAL SQ.MT.
75/2	89/2A	170.00	170.00	—	—	—	—	—	—
	89/2B	3860.00	—	—	100.00	—	918.62	405.64	2437.74
74	90	1900.00	—	193.64	245.00	71.00	213.06	—	1177.30
TOTAL		5830.00	170.00	193.64	345.00	71.00	1129.68	405.64	3615.04

ADDRESS OF DEVELOPER

M/S. JAYDEEP CORPORATION,
310/311, ATLANTIC COMMERCIAL TOWER,
R.B. MEHTA MARG, NEAR RAILWAY STATION,
GHATKOPAR (E), MUMBAI- 400 077

DESCRIPTION

PROPOSED LAYOUT ON PLOT BEARING N.S.NO. 89/2 & 90 AT OWALE, THANE(W)
FOR JAYDEEP CORPORATION

DRWG. TITLE

LAYOUT PLAN