

Date : 25<sup>th</sup> October, 2012.

**TITLE CERTIFICATE**

To,  
**SHRI SHANTILAL DAYARAM THAKKAR,**  
Partner of **M/S. PARVATI CONSTRUCTION COMPANY,**  
Office at C-Wing, Poonam Chember,  
Osho Krishna Building,  
Vishnu Nagar, Naupada,  
Thane.

Ref: All those pieces and parcels of land lying, being and situated at Village, Kalwa bearing C.T.S./Plot No. 1081 admeasuring 279.00 Square meters; C.T.S. No./Plot No. 1082 admeasuring 21.2 Square meters; C.T.S. No./Plot No. 1083, admeasuring 21.2 Square meters; C.T.S. No./Plot No. 1084 admeasuring 19.9 Square meters; C.T.S. No./Plot No. 1085 admeasuring 19.9 Square meters and C.T.S. No./Plot No. 1110 admeasuring 1678.2 Square meters; of Village - Kalwa, Taluka and District Thane, within the limits of Thane Municipal Corporation, Thane and within the jurisdiction of Registrar and Sub-Registrar Thane, belonging to - **M/s. PARVATI CONSTRUCTION CO., through Mr. SHANTILAL DAYARAM THAKKAR.**

Read:

- 1) Copy of Extracts of 7/12.
- 2) Relevant Mutation Entries.
- 3) Copy of Property Register Cards in respect of C.T.S./Plot No. 1081 admeasuring 279.00 Square meters; C.T.S. No./Plot No. 1082 admeasuring 21.2 Square meters; C.T.S. No./Plot No. 1083, admeasuring 21.2 Square meters; C.T.S. No./Plot No. 1084 admeasuring 19.9 Square meters; C.T.S. No./Plot No. 1085 admeasuring 19.9 Square meters and C.T.S. No./Plot No. 1110 admeasuring 1678.2 Square meters; of Village Kalwa.



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To,  
**SHRI SHANTILAL DAYARAM THAKKAR,**  
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Ref: All those pieces and parcels of land lying, being and situated at Village, Kalwa bearing C.T.S./Plot No. 1081 admeasuring 279.00 Square meters; C.T.S. No./Plot No. 1082 admeasuring 21.2 Square meters; C.T.S. No./Plot No. 1083, admeasuring 21.2 Square meters; C.T.S. No./Plot No. 1084 admeasuring 19.9 Square meters; C.T.S. No./Plot No. 1085 admeasuring 19.9 Square meters and C.T.S. No./Plot No. 1110 admeasuring 1678.2 Square meters; of Village - Kalwa, Taluka and District Thane, within the limits of Thane Municipal Corporation, Thane and within the jurisdiction of Registrar and Sub-Registrar Thane, belonging to - **M/s. PARVATI CONSTRUCTION CO., through Mr. SHANTILAL DAYARAM THAKKAR.**

Read:

- 1) Copy of Extracts of 7/12.
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- 3) Copy of Property Register Cards in respect of C.T.S./Plot No. 1081 admeasuring 279.00 Square meters; C.T.S. No./Plot No. 1082 admeasuring 21.2 Square meters; C.T.S. No./Plot No. 1083, admeasuring 21.2 Square meters; C.T.S. No./Plot No. 1084 admeasuring 19.9 Square meters; C.T.S. No./Plot No. 1085 admeasuring 19.9 Square meters and C.T.S. No./Plot No. 1110 admeasuring 1678.2 Square meters; of Village Kalwa.



- 4) Copy of Deed of Conveyance, Dated 15/07/1947 Registered with the office of the Sub-Registrar of assurances at Thana under Serial No.652/1947.
- 5) Copy of Deed of Conveyance, Dated 08/02/1963 Registered with the office of the Sub-Registrar of assurances at Thana under Serial No.104/1963.
- 6) Copy of Deed of Conveyance, Dated 21/01/1965 Registered with the office of the Sub-Registrar of assurances at Thana under Serial No.113/1965.
- 7) Copy of Deed of Conveyance, Dated 12/01/1966 Registered with the office of the Sub-Registrar of assurances at Thana under Serial No.42/1966, Dated, 13/01/1966.
- 8) Copy of Deed of Conveyance, Dated 25/04/1966 Registered with the office of the Sub-Registrar of assurances at Thana under Serial No.148, Dated, 25/04/1966.
- 9) Copy of Letter of administration.
- 10) Copy of Agreement for Sale dated: 02/01/1988.
- 11) Copy of General Power of Attorney dated: 25/01/1988.
- 12) Copy of Deed of Conveyance dated: 10/10/1988.
- 13) Copy of Special Civil Suit bearing No. 96/89 filed in the Court of 2<sup>nd</sup> Joint Civil Judge, Senior Division Thane.
- 14) Copy of Appeal No. 152 of 2002 filed in the High Court of Judicature at Bombay.
- 15) Copy of Consent Term and Order.
- 16) Copy of Declaration dated: 04/05/2011.
- 17) Copy of Deed of Declaration dated: 26/09/2011.



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18) Search Report given by SACHIN PATIL, Search Clerk, dated: 11/02/2012 since 1983 to 2012 vide receipt No. 3049/12

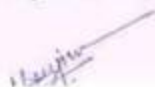
19) Declaration and Indemnity Bond given by SHRI SHANTILAL DAYARAM THAKKAR Partner of M/S PARVATI CONSTRUCTION COMPANY.

I have investigated the title of Owners M/S PARVATI CONSTRUCTION COMPANY to their respective properties and I am of the opinion that and I Certify that the title of the Owners to the said properties are clear, marketable and free from reasonable doubts and encumbrances.

It appears that Deed of Conveyance, Dated 15/07/1947 Registered with the office of the Sub-Registrar of assurances at Thana under Serial No.652/1947 made and executed between SHRI CHANDULAL BADAL DHOBI as the purchaser and SHRI. BABU BARKYA THAKUR as the Vendor in respect of the land bearing Survey No.420, Hissa No.4, admeasuring 484 sq.yard situate lying and being at Village Kalwa Taluka and District Thane as also more particularly described in the said Deed thereunder written.

It appears Deed of Conveyance, Dated 08/02/1963 Registered with the office of the Sub-Registrar of assurances at Thana under Serial No.104/1963 made and executed between SHRI. CHANDULAL BADAL DHOBI as the purchaser and SHRI. DHANU PRASAD RAM PRASAD DESAI as the Vendor in respect of the land bearing Survey No.420, Hissa No.2, admeasuring 700 sq.mtr of Village Kalwa Taluka and District Thane as also more particularly described in the said Deed thereunder written.

It appears that Deed of Conveyance, Dated 21/01/1965 Registered with the office of the Sub-Registrar of assurances at Thana under Serial No.113/1965 made and executed between SHRI. CHANDULAL BADAL DHOBI as the purchaser and 1) SHRI. MOHAMMED ISMAIL ABDUL REHMAN 2) MOHAMMED HASSAN ABDUL REHMAN 3) ABDUL RAZZAQ ABDUL REHMAN 4) FATIMABIBI ABDUL REHMAN as the Vendors in respect of the land bearing Survey No.420, Hissa No.3, admeasuring 1.75 Gunthas of Village Kalwa Taluka and District Thane as also more particularly described in the said Deed thereunder written.



# M. A. Ansari

M. Com., L.L. B.

Advocate High Court

ANSARI BUILDING, 2ND FLOOR, 1ST RABODI, THANE (W) 400 601. Cell. : 9920956596

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It appears that Deed of Conveyance, Dated 12/01/1966 Registered with the office of the Sub-Registrar of assurances at Thana under Serial No.42/1966, Dated, 13/01/1966 made and executed between SHRI. CHANDULAL BADAL DHOBI as the purchaser and SHRI. BUDHAJI BITHU BHOIR as the Vendor in respect of the land bearing Survey No.420, Hissa No.1, admeasuring 1639 Sq.Yard of Village Kalwa Taluka and District Thane as also more particularly described in the Schedule thereunder written.

It appears that Deed of Conveyance, Dated 25/04/1966 Registered with the office of the Sub-Registrar of assurances at Thana under Serial No.148, Dated, 25/04/1966 made and executed between SHRI. CHANDULAL BADAL DHOBI as the Vendor and SHRI. CHAITRAJAN PANA PATIL as the Purchaser in respect of the land bearing Survey No.420, Hissa No.1 Part, admeasuring 520 Sq.Yards, Survey No. 420, Hissa No. 2 Part, admeasuring 60 Sq. Yards, Survey No. 420, Hissa No. 3 Part, admeasuring 35 Sq. Yards, Total admeasuring 623 Sq. Yards, together with the access road and the area of the road is carved out of Survey No. 420, Hissa No. 2 Part, admeasuring 42 Sq. Yards, Survey No. 420, Hissa No. 3, admeasuring 50 Sq. Yards, Survey No. 420, Hissa No. 4, admeasuring 48 Sq. Yards of Village Kalwa Taluka and District Thane as also more particularly described in the Schedule thereunder written.

It appears that the said SHRI CHANDULAL BADAL DHOBI ALIAS PARDESHI on 03/01/1970 leaving behind him the following legal heirs 1) Sundrabai Chandulal Dhobi alias pardeshi (wife) 2) Kisan Chandulal Dhobi alias pardeshi (son) 3) BalMohan Chandulal Dhobi alias pardeshi (son). The said Kisan Chandulal Dhobi alias pardeshi expired and that time he was unmarried.

It appears that SMT SUNDRABAI CHANDULAL DHOBI, being a legal heir of the deceased SHRI CHANDULAL BADAL DHOBI, obtained a letter of administration in petition no. 169 of 1971, in respect of all that piece or parcel of land bearing (i) Survey No. 420, Hissa No. 3 Area 1  $\frac{3}{4}$  Gunthas, (ii) Survey No.420, Hissa No.1, area 1639  $\frac{3}{4}$  sq. yards, and (iii) Survey No. 420, Hissa No. 2, Area 7 Gunthas, (iv) Survey No.420, Hissa No. 4, Area 4 Gunthas, in Village Kalwa Pot Tukdi and Taluka Thana Tukdi and District Thana together with all constructions, house, or shed standing thereon.

It appears that by Mutation Entry No.2571 the said SMT



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SUNDRABAI CHANDULAL DHOBI, expired on 17/04/1986 leaving behind her SHRIBALMOHAN CHANDULAL DHOBI alias PARDESHI as her only legal heir and the said BALMOHAN CHANDULAL DHOBI expired on 23/10/1976 leaving behind him the following legal heirs, (1), Ramesh Balmohan Dhobi alias Pardeshi, (2), Mahesh Balmohan Dhobi, (3), Dinesh Balmohan Dhobi, (4), Shama Rupchand kanojia, (5), Mina Suresh Kamle, (6), Mira Pratab Pardeshi, and their names were entered in 7/12 extract and also in the property Register Card as Holder of the said land by the order of District Land Officer, by its order no. 1081/ Kalwa 88 Dated: 14/09/1988.

It appears that Power of Attorney Dated: 25/01/1988 executed in between, (1), Ramesh Balmohan Dhobi alias Pardeshi, (2), Mahesh Balmohan Dhobi, (3), Dinesh Balmohan Dhobi, (4), Shama Rupchand kanojia, (5), Mina Suresh Kamle, (6), Mira Pratab Pardeshi, and M/S PARVATI CONSTRUCTION COMPANY in which it is specially mentioned on page no.3 in point no.1 " In our name and on our behalf and as our act and deed to execute a Deed of Conveyance or any other deed or assurance of the said property described in the Schedule hereunder written as provided in the said hereinbefore recited Agreement." and also on page no.12 in point no. 28 " To commence, prosecute, institute, defend, oppose, negotiate for settlement and settle and appear and represent us in all actions and legal proceedings and also to represent us in appeal and revision proceedings whether Civil, Original or appellate and in applications or petitions in any Court of law and as also in proceedings before Revenue. Authorities and/or in proceedings before Municipal Police Revenue, Stamp, Public works, Postal and/or Registration Authorities and also before all Magistrates Judicial and Revenue Officers or other Officers or Officer and to issue to accept service of writs, process or Summons and to do all acts and things. As may be necessary to protect our interest also if thought fit to refer to arbitration, execute, abandon and submit to the judgement or decree or become non-suited in any action or proceedings and without prejudice to the generality of the foregoing, to appear in all court proceedings and attend all meetings before Officer or Court or other Government or Semi-Government Authorities" and in point no. 29 "To Sign, Verify, apply present and declare. Plaintiff's, petitions, written statement replies, affidavits, declarations, complaints, representation in court but only in connection with or relating to the said property or any part thereof and apply for, procure and receive the Certificates under Section 230A of the Income Tax Act.



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It appears that Agreement for Sale Dated 02/01/1988 and Deed of Conveyance, Dated 10/10/1988 made and executed between, (1) Ramesh Balmohan Dhobi alias Pardeshi, (2) Mahesh Balmohan Dhobi, (3) Dinesh Balmohan Dhobi, (4) Shama Rupchand kanojia, (5) Mina Suresh Kamle, (6) Mira Pratab Pardeshi, as the Vendors and and M/S **PARVATI CONSTRUCTION COMPANY** as the Purchaser in respect of the land bearing Survey No.420, Hissa No.1 Part, admeasuring 520 Sq.Yards, Survey No. 420, Hissa No. 2 Part, admeasuring 60 Sq. Yards, Survey No. 420, Hissa No. 3 Part, admeasuring 35 Sq. Yards, Total admeasuring 623 Sq. Yards, together with the access road and the area of the road is carved out of Survey No. 420, Hissa No. 2 Part, admeasuring 42 Sq. Yards, Survey No. 420, Hissa No. 3, admeasuring 50 Sq. Yards, Survey No. 420, Hissa No. 4, admeasuring 48 Sq. Yards and C.T.S./Plot No. 1081 admeasuring 279.00 Square meters; C.T.S. No./Plot No. 1082 admeasuring 21.2 Square meters; C.T.S. No./Plot No. 1083, admeasuring 21.2 Square meters; C.T.S. No./Plot No. 1084 admeasuring 19.9 Square meters; C.T.S. No./Plot No. 1085 admeasuring 19.9 Square meters and C.T.S. No./Plot No. 1110 admeasuring 1678.2 Square meters together with plinth structure admeasuring 20 x 30 sq. ft situate lying and being at Village Kalwa Taluka and District Thane as also more particularly described in the Schedule thereunder written.

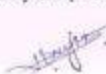
It appears that Village Kalwa was incorporated in Thane Municipal Corporation in the year of 1982 and Survey nos. Survey No.420, Hissa No.3, admeasuring 1.75 Gunthas, Survey No.420, Hissa No.1, admeasuring 1639 Sq.Yard, Survey No.420, Hissa No.1 Part, admeasuring 520 Sq.Yards, Survey No. 420, Hissa No. 2 Part, admeasuring 60 Sq. Yards, Survey No. 420, Hissa No. 3 Part, admeasuring 35 Sq. Yards, were converted into C.T.S./Plot No. 1081 admeasuring 279.00 Square meters; C.T.S. No./Plot No. 1082 admeasuring 21.2 Square meters; C.T.S. No./Plot No. 1083, admeasuring 21.2 Square meters; C.T.S. No./Plot No. 1084 admeasuring 19.9 Square meters; C.T.S. No./Plot No. 1085 admeasuring 19.9 Square meters and C.T.S. No./Plot No. 1110 admeasuring 1678.2 Square meters; and the names of, (1), Ramesh Balmohan Dhobi alias Pardeshi., (2), Mahesh Balmohan Dhobi., (3), Dinesh Balmohan Dhobi., (4), Shama Rupchand kanogia., (5), Mina Suresh Kamle., (6), Mira Pratab Pardeshi, were entered as the owners in City Survey Records.



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It appears that the said, (1) Ramesh Balmohan Dhobi alias Pardeshi., (2) Mahesh Balmohan Dhobi., (3) Dinesh Balmohan Dhobi., (4) Shama Rupchand kanojia., (5), Mina Suresh Kamle., (6) Mira Pratab Pardeshi, and (7) M/S Parvati Construction Company as the Plaintiff's instituted a special Civil suit No. 96 of 1989 against the (1) Sudhakar Shankar Sule and (2) M/S MAYUR CONSTRUCTION COMPANY as the Defendant in the Court of 2<sup>nd</sup> Joint Civil Judge, Senior Division, Thane at Thane for a declaration that the Plaintiff's were lawful owners of the aforesaid property and for injunction restraining the Defendant's from carrying out any sort of construction and encroachment on the aforesaid property. The Plaintiff's contended in the suit that the suit property was owned by their grandfather who purchased the same from various person. The Appellant also Contended that they had agreed to sell the suit property to the Plaintiff's No.7 by executing an Agreement for Sale on 2<sup>nd</sup> January, 1988. The Plaintiff's further contended that one Sundrabai Chandulal Dhobi has instituted Regular Civil Suit No. 405 of 1985 in respect of the suit property and that the contentions raised in the suit were raised without prejudice to the stand taken by the said Sundrabai in the suit instituted by her. The Plaintiff's Contended that the Defendant's had encroachment upon two small portions from out of the suit property bearing CT Survey No. 1110, admeasuring about 80' x 20' and 550 sq.ft. towards the eastern and western side of the suit property respectively. The Plaintiff's contended that except the aforesaid two portions, the Defendant's were never in possession of the remaining suit property. By carrying out the amendment to the plaints, the Plaintiff's prayed for a direction to the Defendant's to hand over possession of the suit property to the Plaintiff's if the Defendant's were found to be in possession of the same.

It appears that the Defendant No.1 contested the suit by filing written statement. The Defendant No.1 contended that the suit filed by the Plaintiff's was not maintainable since Regular Civil Suit No.504 of 1985 filed by the said Sundrabai was abated. The Defendant's No.1 also contended that after the death of the said Sundrabai, her heirs were not brought on record of the suit and the Plaintiff's were, therefore, not entitled to institute the aforesaid suit since the same was barred by the provisions of Order XXII, Rule 9(1) of the Code of Civil Procedure, 1908. The Defendant No.1 further alleged that the entries appearing in the record of rights in respect of the suit property were caused to be made by the Plaintiff's by misrepresentation of facts. The Defendant No.1 further alleged that he was in possession of the suit property since 20 years prior to the institution of the suit. The Defendant No.1 denied





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that he had committed any encroachment as alleged by the Plaintiff's or otherwise.

It appears that the learned Trial Judge framed various issues in the aforesaid suit. The partner of the Appellant no.7 examined himself in support of the Plaintiff's case. All the document of title of the Plaintiff in respect of the suit property were produced on record. The Defendant however, chose not to enter the witness box.

It further appears that during the pendency of the said suit the said SHRI SUDHAKAR SHANKAR SULE filed an application to delete the names of the Owners on property register card and on application moved by the said SHRI SUDHAKAR SHANKAR SULE was verified. It was made known to City Survey Office the matter is lis-pendence before Civil Court and therefore, the names of (1) Ramesh Balmohan Dhobi alias Pardeshi, (2) Mahesh Balmohan Dhobi, (3) Dinesh Balmohan Dhobi, (4) Shama Rupchand kanojia, (5) Mina Suresh Kamle, (6) Mira Pratab Pardeshi, has been deleted by City Survey Officers as per order Dated: 09/02/1989.

It further appears that the learned Trial Judge dismissed the suit filed by the Plaintiff's. The learned Trial Judge held that the suit was barred by the provisions of Order XXII, Rule 9(1) of the Code of Civil Procedure, 1908. The learned Trial Judge also held that the entries appearing in the records of rights maintained by the CT Survey Office were bad in law. The learned Trial Judge also held that the suit filed by the Plaintiff's t was barred by limitation in view by the provisions of Article 65 of the Limitation Act. The learned Trial Judge also held that the Appellants had no title to the suit land.

It further appears that the said plaintiff, (1) Ramesh Balmohan Dhobi alias Pardeshi., (2) Mahesh Balmohan Dhobi., (3) Dinesh Balmohan Dhobi., (4) Shama Rupchand kanojia., (5), Mina Suresh Kamle., (6) Mira Pratab Pardeshi, and (7) M/S Parvati Constructions being aggrieved by the Judgement in special Civil Suit No. 96 of 1989 was decided by the 2<sup>nd</sup> joint Civil Judge, Senior Division Thane at Thane the plaintiffs above named preferred an appeal in the High Court of judicature at Bombay bearing appeal No. 152 of 2002 as the Appellant from original decree and the said appeal has been admitted in the High Court from the decision of the 2<sup>nd</sup> Joint Civil Judge Senior Division Thane on 08/10/2007 by Hon'ble Justice A. V. Mehta J and statusquo as on 08/10/2007 has been granted.



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And in the first appeal No. 152 of 2002 the following consent term was filed by both the parties on 29 November 2010 before High Court of judicature at Bombay

**CONSENT TERMS**

- 1) The Appellants have filed the above First appeal for challenging the Judgement and decree dated 23<sup>rd</sup> November 2001 passed by the 2<sup>nd</sup> Joint Civil Judge, Senior Division, Thane in Special Civil Suit No. 96 of 1989.
- 2) By consent of the parties, the Judgement and Decree impugned in the above First Appeal is hereby quashed and set aside and Special Civil Suit No. 96 of 1989 is decreed. By consent of the parties, it is declared that the Appellants are the lawful owner of the property bearing C. S. No. 1110 and C. S. No. 1081 to 1085. Totally admeasuring about 2039.4 sq. meters, situated, lying and being at Village Kalwa, within the limits of Municipal Corporation of the City of Thane, Taluka and District Thane.
- 3) By consent of the parties, the above First Appeal is disposed of with no orders as to costs.

And Hon'ble Justice **SHRI D. B. BHONSALE J**, on 29/11/2010 be pleased to passed the following order:

1. Heard learned counsel for the parties.
2. Learned counsel for the Appellants seeks leave to delete respondent no.2 from the array of the respondents. Leave, as prayed, is granted at the risk of the Appellants. Amendment to be carried out forthwith.
3. Learned counsel for the appellants and respondent no submit that the parties have amicably settled their disputes and they have tendered consent terms duly signed by the parties and their advocates on record. They state that Constituted Attorney of the Appellants and Respondent no.1 are present in the Court. The Consent terms are taken on record and marked "X" for identification. The First Appeal is disposed of in terms of the Consent Terms.

It further appears that by a Deed of Declaration dated:



04/05/2011 given by **SHRI SHANTILAL DAYARAM THAKKAR** Constituted Attorney of (1) Ramesh Balmohan Dhobi alias Pardeshi, (2) Mahesh Balmohan Dhobi, (3) Dinesh Balmohan Dhobi, (4) Shama Rupchand kanojia, (5) Mina Suresh Kamle, (6) Mira Pratab Pardeshi, Registered with the Office of the Sub-Registrar of assurances at Thane under Serial No. TNN-2/4931/2011 dated: 04/05/2011.

It further appears that on the basis of said Declaration Registered with Consent Term and Order the names of (1) Ramesh Balmohan Dhobi alias Pardeshi, (2) Mahesh Balmohan Dhobi, (3) Dinesh Balmohan Dhobi, (4) Shama Rupchand kanojia, (5) Mina Suresh Kamle, (6) Mira Pratab Pardeshi, were continue in the Property Register Card as holder of the said land on 18/06/2011 after Cancellation of the entry dated: 09/02/1989.

It further appears that by a Deed of Declaration dated: 26<sup>th</sup> day of September 2011 made and given by **SHRI SHANTILAL DAYARAM THAKKAR** Constituted Attorney of (1) Ramesh Balmohan Dhobi alias Pardeshi, (2) Mahesh Balmohan Dhobi, (3) Dinesh Balmohan Dhobi, (4) Shama Rupchand kanojia, (5) Mina Suresh Kamle, (6) Mira Pratab Pardeshi, Registered with the Office of the Sub-Registrar of assurances at Thane under Serial No. TNN-2/10260/2011 dated: 26/09/2011 in respect of the properties bearing C.T.S. No. 1081 admeasuring 279.00 Square meters; C.T.S. No. 1082 admeasuring 21.2 Square meters; C.T.S. No. 1083, admeasuring 21.2 Square meters; C.T.S. No. 1084 admeasuring 19.9 Square meters; C.T.S. No. 1085 admeasuring 19.9 Square meters and C.T.S. No. 1110 admeasuring 1678.2 Square meters situate lying and being of Village Kalwa Taluka and District Thane as also more particularly described in the said Deed thereunder written.

In the circumstances the said **M/S PARVATI CONSTRUCTION COMPANY** became absolutely seized, possessed and entitle to the said properties situate at Village Kalwa Taluka and District Thane acquired under the above mentioned diverse indentures of Conveyance.

It appears that on the basis of said Deed of Declaration Registered with Deed of Conveyance dated: 10/10/1988 the City Survey Officer have passed an order dated: 18/11/2011 to enter the name of **M/S PARVATI CONSTRUCTION COMPANY** through **SHANTILAL DAYARAM THAKKAR** as holder of the said



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property i.e. C.T.S. No. 1081 admeasuring 279.00 Square meters; C.T.S. No. 1082 admeasuring 21.2 Square meters; C.T.S. No. 1083, admeasuring 21.2 Square meters; C.T.S. No. 1084 admeasuring 19.9 Square meters; C.T.S. No. 1085 admeasuring 19.9 Square meters and C.T.S. No. 1110 admeasuring 1678.2 Square meters situate lying and being at Village Kalwa.

I have gone through the search report taken at the office of Sub-Registrar of Assurances at Thana in respect of the said properties and the search report does not reveal any entry which may fall in the category of encumbrances over the said property.

By a Declaration Cum-Indemnity Bond Dated 24/10/2012 made on behalf of the partnership firm viz M/S PARVATI CONSTRUCTION COMPANY by the partner SHRI SHANTILAL DAYARAM THAKKAR, the M/S PARVATI CONSTRUCTION COMPANY has inter alia declared and confirmed that M/S PARVATI CONSTRUCTION COMPANY has a clear, marketable, title to the said properties.

I have perused the copy of the Search Report, Documents of title and the orders referred hereinabove with the P.R Cards and the aforesaid declaration of the firm M/S PARVATI CONSTRUCTION COMPANY. On the basis of and subject to what is stated hereinabove in my opinion the title of M/S PARVATI CONSTRUCTION COMPANY to the said property are clear and marketable and M/S PARVATI CONSTRUCTION COMPANY is a absolute owner of the said property as more particularly described in the schedule hereunder written.

## THE SCHEDULE ABOVE REFERRED TO

(Description of the said properties)

All those pieces and parcels of land admeasuring in the aggregate 2039.4 sq.mtrs situate lying and being at Village, Kalwa, Taluka and District Thane, within the limits of Thane Municipal Corporation, Thane, and bearing C.T.S nos/Plot nos as follows.



# M. A. Ansari

M. Com., LL. B.

Advocate High Court

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No.	C.T.S/Plot Nos	Area in sq.mtrs
1.	1081	279
2.	1082	21.2
3.	1083	21.2
4.	1084	19.9
5.	1085	19.9
6.	1110	1678.2

Place : Thane;

Date : 25.10.2012.



(M.A. Ansari)  
Advocate.

**M. A. ANSARI**  
M. Com., LL. B.  
ADVOCATE HIGH COURT  
Ansari Building, 2nd Floor,  
1st Rabodi, Thane - 400 601