

**TO WHOMSOEVER IT MAY CONCERN**

THIS IS TO CERTIFY that I have investigated the title to land bearing Old Survey No.398, New Survey No.60, Hissa No.3, admeasuring 1110 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 and have to state as hereunder;

1. 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 referred to as the **"Owners"**) had owned land bearing Old Survey No. 398, New Survey No.60, Hissa No. 3, admeasuring 1110 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 **"Said Property"**).
2. By an Agreement for Sale, dated 26<sup>th</sup> September, 1994 (for short hereinafter referred to as the **"First Agreement"**) the owners had agreed to sell the said property to M/s. Prince Builders and Developers at the price and on the terms and conditions therein contained.
3. By an Agreement, dated 13<sup>th</sup> December, 1994 (for short hereinafter referred to as the **"Second Agreement"**) M/s.Prince Builders and Developers in its turn had agreed to sell the said property to M/s.Dulara Construction Pvt. Ltd., at the price and on the terms and conditions therein contained.

4. Shri Rajaram Mhatre and his family members were claiming the tenancy rights in respect of the said property and for the said reasons, the sale transaction entered into by and between the parties to the first and second agreement pertaining to the said property was not materialized.
5. Mr. Arshad Siddiqui and Shri Yusuf Ghous Khan had agreed to purchase the said property for and on behalf of M/s. Orbit Properties from the owners vide an Agreement dated 14<sup>th</sup> December, 2002 (for short hereinafter referred to as the "Third Agreement")
6. M/s. Dulhara 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 an order of declaration and injunction in respect of the said property.
7. Mr. Arshad Siddiqui and Mr. Yusuf Ghous Khan, being the representatives of M/s. Orbit Properties had settled the claim of M/s. Dulhara Construction Pvt. Ltd., on behalf of M/s. Prince Builders and Developers. As and by way of settlement of claim of M/s. Dulhara Construction Pvt. Ltd., in respect of several properties inter-alia the said property, Mr. Arshad Siddiqui and Mr. Yusuf Ghous Khan for and on behalf of M/s. Orbit Properties had assigned F.S.I. 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. Dulhara Construction Pvt. Ltd., vide an Agreement, dated 17<sup>th</sup> September, 2004 (for short hereinafter referred to as the "Fourth Agreement") and accordingly, M/s. Dulhara Construction

Pvt. Ltd., had unconditionally withdrawn Special Civil Suit No. 533 of 2002 filed by them in the Court of Civil Judge (S.D.) Thane against M/s. Prince Builders & Developers.

8. The claim of tenancy made by Shri Rajaram Mhatre and his family members in respect of several properties inter-alia the said property was settled between the Owners and Shri Rajaram Mhatre and his family members and accordingly, they filed a consent term in the Writ Petition No. 3728 of 2006 which was pending in the Hon'ble High Court of Judicature at Bombay. Hence, Shri Rajaram Mhatre and others had given up their claim of tenancy in respect of several properties inter-alia the said property.
9. By a Deed of Release, dated 16<sup>th</sup> August, 2005, Mr. Yusuf Ghous Khan had released, relinquished and given up his right, title and interest in respect of several properties inter-alia the said property in favour of Mr. Arshad Siddiqui, who was one of the partners of M/s. Orbit Properties.
10. By an Agreement for Sale cum Development, dated 31<sup>st</sup> December, 2009, registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-2/2648/2010, dated 15<sup>th</sup> February, 2010 (for short hereinafter referred to as the "**Fifth Agreement**") the owners with the consent and confirmation of M/s. Prince Builders and Developers, M/s. Dulara Construction Pvt. Ltd., and Mr. Arshad Siddiqui had agreed to sell several properties inter-alia the said property to M/s. Orbit Properties at the price and on the terms and conditions stipulated therein.

11. In pursuance of the fifth agreement, the owners had executed an Irrevocable General Power of Attorney, dated 25<sup>th</sup> February, 2010 registered in the office of the Sub Registrar of Assurance at Thane-1 under Sr. No.172 of 2010 in favour of partners of M/s. Orbit Properties conferring upon them several powers inter-alia power to sell the said 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.
12. The partnership firm of M/s. Orbit Properties was consisting of total six partners namely Mr. Jordan Stephen Pereira, Mr. Arshad Kalmem Siddiqui, Shri Ramesh Mohanlal Mehta, Shri Himansu Anantrai Magdani, Shri Habib Farooki and Shri Sunil R. Choudhari.
13. Shri Sunil R. Choudhari died intestate on 8<sup>th</sup> May, 2010, leaving behind his widow Smt. Sunita Sunil Choudhari as his heir and legal representative entitled to the estate of the deceased including the said property. On 24<sup>th</sup> May, 2010, Smt. Sunita Sunil Choudhari joined to the partnership firm of M/s. Orbit Properties and accordingly, a Deed of Partnership, dated 24<sup>th</sup> May, 2010 came to be executed between the partners of M/s. Orbit Properties.
14. By a Deed of Retirement, dated 25<sup>th</sup> September, 2010, Mr. Arshad Siddiqui and Mr. Habib Farooki retired from the partnership business of M/s. Orbit Properties. Hence, Mr. Arshad Siddiqui and Mr. Habib Farooki had given up their rights in the said

property in favour of continuing partners of M/s. Orbit Properties by executing a Deed of Release, dated 25<sup>th</sup> September, 2010.

15. By an Agreement, dated 14<sup>th</sup> March, 2011 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No.TNN-4/02234/2011 (for short hereinafter referred to as the "**Sixth Agreement**") M/s. Orbit Properties had agreed to sell the said property to Shri Suresh R. Kabra, proprietor of M/s.Shree Developers at the price and on the terms and conditions stipulated therein.
16. In pursuance of the sixth agreement, the partners of M/s.Orbit Properties had executed an Irrevocable General Power of Attorney, dated 14<sup>th</sup> March, 2011 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No.TNN-4/02235/2011 in favour of Shri Suresh R. Kabra, proprietor of M/s. Shree Developers conferring upon him power to sell the said 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.
17. By an Agreement, dated 4<sup>th</sup> December, 2017 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No.TNN-12/3604/2017 (for short hereinafter referred to as the "**Seventh Agreement**") Shri Suresh R. Kabra, proprietor of M/s. Shree Developers had agreed to sell the said property to M/s. Shree Savaliya Housing, LLP at the price and on the terms and conditions stipulated therein.

18. In pursuance of the seventh agreement, Shri Suresh R. Kabra, proprietor of M/s. Shree Developers had executed an Irrevocable General Power of Attorney , dated 14<sup>th</sup> December, 2017 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No.TNN-12/3605/2017 in favour of partners of M/s. Shree Savaliya Housing, LLP conferring upon them several powers inter-alia power to sell and/or develop the said property by constructing building thereon.

19. I have also considered the search report taken in the office of Sub-Registrar of Assurance at Thane from 1982 to till date and during the course of the searches, the following documents pertaining to the said property came across and save and except the documents as mentioned below, no any other registered instrument were found pertaining to the said property.

- i. Agreement for Sale cum Development, dated 31<sup>st</sup> December, 2009, registered in the office of Sub-Registrar of Assurance at Thane under Sr.No.TNN-2/2648/2010, dated 15<sup>th</sup> February, 2010 executed by the owners with the consent and confirmation of M/s. Prince Builders and Developers, M/s. Dulara Construction Pvt. Ltd., and Mr. Arshad Siddiqui in favour of M/s. Orbit Properties in respect of the said property.
- ii. Agreement, dated 14<sup>th</sup> March, 2011 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No.TNN-4/02234/2011 executed by M/s. Orbit Properties in favour of Shri Suresh R. Kabra, proprietor of M/s.Shree Developers in respect of the said property.

- iii. Irrevocable General Power of Attorney, dated 14<sup>th</sup> March, 2011 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No.TNN-4/02235/2011 executed by M/s. Orbit Properties in favour of Shri Suresh R. Kabra, proprietor of M/s. Shree Developers in respect of the said property.
- iv. Agreement, dated 4<sup>th</sup> December, 2017 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No.TNN-12/3604/2017 executed by Shri Suresh R. Kabra, proprietor of M/s. Shree Developers in favour of M/s. Shree Savaliya Housing, LLP at the price and on the terms and conditions stipulated therein.
- v. Irrevocable General Power of Attorney, dated 14<sup>th</sup> December, 2017 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No.TNN-12/3605/2017 executed by Shri Suresh R. Kabra, proprietor of M/s. Shree Developers in favour of partners of M/s. Shree Savaliya Housing, LLP in respect of the said property

20. On the whole from the searches taken in the office of Sub-Registry of Thane and also on the basis of documents furnished to me as well as on the basis of information provided to me, I hereby state and certify that the title to the land bearing Old Survey No. 398, New Survey No.60, Hissa No. 3, admeasuring 1110 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 owned by 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 is clear, marketable and free from all encumbrances.

21. I further state and certify that M/s. Shree Savaliya Housing, LLP is entitled to construct the building on the said property by obtaining necessary permissions and sanctions from the authorities concerned including the Mira Bhayandar Municipal Corporation.

Date : 8<sup>th</sup> December, 2017.



Advocaté