

## ANNEXURE - II (a)

**KANTILAL UNDERKAT & CO.**  
ADVOCATES & SOLICITORS

K. G. Underkat

UNADKAT TERRACE, 1ST FLOOR,  
27, ANJU SHOPPING CENTRE,  
TILAK ROAD, SANTACRUZ (W),  
MUMBAI 400 054.

TEL. : 2605 2459 / 2605 2460

FAX : 2605 4009

E-mail : kantilal\_underkat@rediffmail.com

Ref. No. \_\_\_\_\_

### TITLE CERTIFICATE

Date \_\_\_\_\_

KGU/NCJ-224/ 77 /2010

4<sup>th</sup> March, 2010

M/s. Jangid Properties,  
Jangid House,  
Opp. Jangid Complex,  
M.T.N.L Road,  
Mira Road (East) - 401 107  
Dist. Thane.

Dear Sirs,

Re: ALL THAT piece or parcel of land admeasuring 442 sq. metres which is in 'R' Zone being part of land bearing Old Survey No. 291, New Survey No. 63, Hissa No. 4, admeasuring H-00-R-54-P-1 i.e. totally 5410 sq. metres situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District Thane and more particularly described in the Schedule hereunder written.

1(a). As per instructions given by you we have issued Public Notice in the daily edition of The Free Press Journal (English) dated 3<sup>rd</sup> August, 2009, Navshakti (Marathi) dated 3<sup>rd</sup> August, 2009 and Janmabhoomi (Gujarati) dated 3<sup>rd</sup> August, 2009, respectively inviting claims from general public in respect of the above property, more particularly described in the Schedule hereunder written.

1(b). We have also caused Searches to be taken in the Offices of Sub-Registrar at Thane, Kashi-Mire and Bhayandar for the period 1962 to 2009 and Mumbai for the period 1981 to 2009 and in the Office of Talathi of Navghar (Bhayandar) Village at Bhayandar (West).

1(c). We have also perused Deed of Conveyance dated 5<sup>th</sup> November, 2009 entered into between Harichandra Sakharam Patil and 40 Others through their Constituted Attorney Shri Kamlesh R Ambani Proprietor of M/s. Shree Sairaj Enterprises and you.

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Correspondence, Communication, Services only at Santacruz Office

2. From the Searches we find that Harichandra Sakharam Patil and 10 Others have by Development Agreement dated 7<sup>th</sup> February, 2007 agreed to give development rights in respect of the said property admeasuring 442 sq. metres to Kamlesh Rameshchandra Ambani Proprietor of M/s. Shree Sairaj Emterprises. The said Development Agreement has been registered with the Office of Sub-Registrar at Thane under Serial No. TNN-4/10023/2007 on 17/4/2007.

3. From the Searches taken in the Office of Talathi of Navghar (Bhayandar) Village at Bhayandar (West) and after perusing the Record of Rights with regards to the said property we find that said property i.e. the Plot bearing Old Survey No. 291, New Survey No.63, Hissa No. 4 admeasuring H-00-R-94-P-1 was recorded and noted in favour of Khatedar Shri Sakharam Shivram Patil and as per Mutation Entry No. 179 dated 15<sup>th</sup> April, 1989 it is shown that he died 12 (Twelve) years ago leaving behind the following persons as his legal heirs viz:-

- a) Shri Kamlakar Sakharam Patil (Son)
- b) Shri Harichandra Sakharam Patil (Son)
- c) Shri Gajanan Sakharam Patil (Son)
- d) Shri Gurunath Sakharam Patil (Son)
- e) Shri Vishwanath Sakharam Patil (Son)
- f) Smt. Hirabai Tukaram Patil (Married Daughter) - Divakar Tukaram  
Prakash Tukaram
- g) Smt. Parvatibai Laxman Patil (Married Daughter)

4. Our Search Clerk has put the following Note while taking Search by him:-

Note:-

The record of the said Navghar (Bhayandar) Village is either partly or completely in torned condition as shown below:-

*As*

- 1) At Bandra S.R. Office : 1963 to 1971, 1973 to 1983, and from 1986 to 2002.
- 2) At Mumbai S.R. Office: 1981 to 1983, 1986 to 1993, and 1977 to 2001.

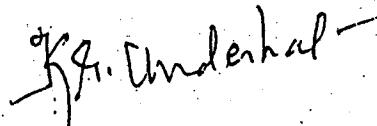
5. From the Conveyance Deed it appears that Shri Kamlakar and Smt. Hirabai have not signed the same but it is signed by the Constituted Attorney of their heirs

6. In the premises in our view on the basis of Development Agreement dated 07/02/2007 and as provided therein the said Shri Kamlesh Rameshchandra Ambani Proprietor of M/s. Shree Sairaj Enterprises has a right to enter into further Agreement with you and as per Record of Rights (i.e. 7/12 Extract) and subject to tornd record the ownership of the said property stands in the name of Shri Kamlakar Sakharam Patil and Others and title of the said property is clear, marketable and free from all encumbrances and reasonable doubts.

**THE SCHEDULE ABOVE REFERRED TO:-**

ALL THAT piece or parcel of land admeasuring 442 sq. metres which is in 'R' Zone being part of land bearing Old Survey No. 291, New Survey No. 63, Hissa No. 4, admeasuring H-00-R-54-P-1 i.e. totally 5410 sq. metres H-00-R-54-P-1 situate at Village Navghar, Bhayandar (East), Taluka and District Thane within the Registration District and Sub-District of Thane and within the jurisdiction of Mira-Bhayandar Municipal Corporation.

For Kantilal Underkat & Co.  
Advocates & Solicitors,

  
Proprietor

## ANNEXURE - II (b)

**KANTILAL UNDERKAT & CO.**

ADVOCATES & SOLICITORS

K. G. Underkat

UNADKAT TERRACE, 1ST FLOOR,  
27, ANJU SHOPPING CENTRE,  
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Ref. No. \_\_\_\_\_

### TITLE CERTIFICATE

Date \_\_\_\_\_

KGU/NCJ-223/ 41 /2011

22<sup>nd</sup> March, 2011

M/s. Jangid Properties,  
Jangid House,  
Opp. Jangid Complex,  
M.T.N.L Road,  
Mira Road (East) - 401 107  
Dist. Thane.

Dear Sirs,

Re: ALL THAT piece or parcel of land bearing Old Survey No. 293, New Survey No. 60, Hissa No. 2, admeasuring 1290 sq. metres 12 R 9 Prati of Village Navghar, Taluka and District Thane within the Registration District and Sub-District of Thane and within the jurisdiction of Mira-Bhayandar Municipal Corporation.

1. In the above matter as instructed by you we have caused the Searches to be taken at the Offices of Sub-Registrar at Thane, Kashi-Mire and Bhayandar for the period 1962 to 2009 and in the Office of Sub-Registrar at Mumbai for the period 1981 to 2009.

2. You have also handed over to us copies of the Conveyances dated 31<sup>st</sup> March 2010 and 30<sup>th</sup> December, 2010 concerning the abovementioned property viz:-

3. From such Searches and papers the following position emerges:-

- a) i) Shri Keshrinath Jagannath Patil, 2) Shri Eknath Jagannath Patil, 3) Shri Chandrakant Jagannath Patil, 4) Shri Dattatraya Jagannath Patil and 5) Shri Suresh Jagannath Patil

*On*

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are the Co-Owners of the property bearing Old Survey No. 293, New Survey No. 60, Hissa No. 2, admeasuring 1290 sq. metres situate lying and being at Village Navghar, Taluka and District Thane, more particularly described in the Schedule hereunder written (hereinafter referred to as "the said property");

b) Vide Mutation Entry No.A-70 dated 30/9/1987 the names of following heirs of deceased Jagannath Pandurang Patil who died sometime fourteen years ago were brought on record viz:-

<u>Names of the Heirs</u>	<u>Relation</u>	<u>Age (Yrs.)</u>
1) Keshrinath Jagannath Patil	- Son -	48
2) Chandrakant Jagannath Patil	- Son -	44
3) Dattatray Jagannath Patil	- Son -	42
4) Eknath Jagannath Patil	- Son -	46
5) Suresh Jagannath Patil	- Son -	40
6) Smt. Neerabai Babaji Patil	- Daughter -	44
7) Smt. Maltibai Harichandra Bhoir	- do -	41
8) Smt. Budhibai Jagannath Patil	- Wife -	80

c) Vide Mutation Entry No.537 dated 1/3/2004 the names of following persons were brought on record as mentioned hereunder:-

(I) The said Smt. Budhibai Jagannath Patil died on 20<sup>th</sup> March, 1997 leaving behind her following as her legal heirs viz:-

<u>Names of the Heirs</u>	<u>Relation</u>	<u>Age (Yrs.)</u>
1) Keshrinath Jagannath Patil	- Son -	
2) Eknath Jagannath Patil	- Son -	
3) Chandrakant Jagannath Patil	- Son -	
4) Dattatray Jagannath Patil	- Son -	
5) Suresh Jagannath Patil	- Son -	

Ar

(II) The said Smt. Neerabai Babaji Patil died before 2004 leaving behind her following as her legal heirs viz:-

<u>Names of the Heirs</u>	<u>Relation</u>	<u>Age (Yrs.)</u>
1) Chintaman Babaji Patil	- Grandson -	
2) Jayvant Babaji Patil	- do -	
3) Mrs. Bharti Ramesh Thakur	- Grand Daughter -	


III) The said Smt. Maltibai Harischandra Bhoir had released her right, title and interest as per a Statement dated 11/3/2007 and hence her name had been deleted from record.

4. a) By an Agreement for Development dated 31<sup>st</sup> December 2006, and registered with the Office of Sub-Registrar of Assurances at Thane on 22<sup>nd</sup> February, 2007 at Serial No. TNN-10/01664/2007 the said Shri Keshrinath Jagannath Patil & Others agreed to sell their respective share, right, title and interest including development right in respect of the said property to M/s. Shree Ranchhod Construction Pvt. Ltd. at or for the consideration and upon the terms and conditions recorded therein. The said Shri Keshrinath Jagannath Patil & 4 Ors. have for valuable consideration also executed a Power of Attorney dated 14<sup>th</sup> February, 2007 in favour of the said M/s. Shree Ranchhod Construction Pvt. Ltd. Pursuant to said Agreement M/s. Shree Ranchhod Construction Pvt. Ltd. have paid the entire consideration of Rs.29,00,000/- (Rupees Twenty Nine Lacs Only) to the Owners including Shri Keshrinath Jagannath Patil & four Others. After registering said documents M/s. Shree Ranchhod Construction Pvt. Ltd. have entered their name in other rights column of 7/12 extract.

b) As per Clauses 12-H & K of the said Agreement dated 31<sup>st</sup> December, 2006 M/s. Shree Ranchhod Construction Pvt. Ltd. were entitled to transfer their right, title and interest and benefits in respect of the said property to any third person or persons of their choice without reference to the Original Owners Shri Keshrinath Jagannath Patil & Others. Hence M/s. Shree Ranchhod Construction Pvt. Ltd. in exercise of the said powers negotiated with you and agreed to convey the entire property in your favour;

c) You have entered into an MOU dated 6<sup>th</sup> March, 2010 whereby M/s. Shree Ranchhod Construction Pvt. Ltd. have agreed to assign all their rights, title and interest alongwith physical possession of the entire property under the said Agreement dated 31<sup>st</sup> December 2006. Under the said MOU M/s. Shree Ranchhod Construction Pvt. Ltd. have also undertaken to give the Conveyance of the property in two separate documents. 1) 80% undivided right, title and interest of Shri Eknath Jagannath Patil & three Others and 2) 20% undivided rights from the heirs of the deceased Keshrinath Jagannath Patil;

d) In terms of and in compliance of the said MOU between the said M/s. Shree Ranchhod Construction Pvt. Ltd. and you, Shri Eknath Jagannath Patil & three Others through their C.A. and M/s. Shree Ranchhod Construction Pvt. Ltd. have as mentioned in recital (e) hereafter conveyed the said undivided share to the extent of 80% property in your favour;



e) By a Tri-party Conveyance dated 31<sup>st</sup> March, 2010 and made and entered into between Shri Eknath Jagannath Patil & Others therein referred to as "the Vendors" of the One Part and Yourselves therein referred to as "the Purchasers" of the Second Part And M/s. Shree Ranchhod Construction Pvt. Ltd. therein referred to as "the Confirming Party" of the Third Part the said Eknath Jagannath Patil & Others and M/s. Shree Ranchod Construction Pvt. Ltd. have conveyed 1032 sq. metres from 1290 sq. metres i.e. their 80% right, title and interest in the said property in your favour. The said Tri-party Conveyance is registered with the Office of Sub Registrar of Assurances at Thane on 16<sup>th</sup> July, 2010 at Serial No. TNN-4-06871-2010

5. The said Shri Keshrinath Jagannath Patil died on 21<sup>st</sup> February, 2009 after executing Agreement with Shree Ranchod Construction Pvt. Ltd. leaving behind him following as his legal heirs viz:-

- 1) Smt. Sunanda Kesrinath Patil
- 2A) Shri. Praful Kesrinath Patil
- 2B) Smt. Hemangi Praful Patil
- 2C) Master Himanshu Praful Patil  
(the minor through his father and natural guardian Praful Kesrinath Patil)
- 3A) Mr. Kanchan Kesrinath Patil
- 3B) Mrs. Pratibha Kanchan Patil
- 3C) Miss. Aishwarya Kanchan Patil
- 3D) Master Rohit Kanchan Patil  
(Nos. 3C & 3D) both minors through their father & natural guardian Kanchan Kesrinath Patil

Clr



4A) Mr. Shailesh Kesrinath Patil

4B) Smt. Sunita Shailesh Patil

4C) Miss. Mandar Shailesh Patil

4D) Miss. Himanshi Shailesh Patil.

(Nos. 4C & 4D) both minors through their father &  
natural guardian Shailesh Kesrinath Patil

6. By a Tri-party Conveyance dated 30<sup>th</sup> December, 2010 and made and entered into between said Smt. Sunanda Keshrinath Patil and Others therein referred to as "the Vendors" of the One Part and Yourselfs therein referred to as "the Purchasers" of the Second Part And M/s. Shree Ranchhod Construction Pvt. Ltd. therein referred to as "the Confirming Party" of the Third Part the said Smt. Sunanda Keshrinath Patil and Others and M/s. Shree Ranchhod Construction Pvt. Ltd. have conveyed 258 sq. metres from 1290 sq. metres i.e. their 20% right, title and interest in the said property to you. The said Tri-party Conveyance is registered with the Office of Sub Registrar of Assurances at Thane on 13<sup>th</sup> January, 2011 at Serial No. TNN-4-00377-2011.

7. We had issued Public Notice in the daily edition of The Free Press Journal (English) Navshakti (Marathi) 2009 and Janmabhoomi (Gujarati) all published on 3<sup>rd</sup> August, 2009, inviting claims from general public in respect of the above property but no claim is lodged with us,

8. In response to the above Public Notices we have so far not received any claim.

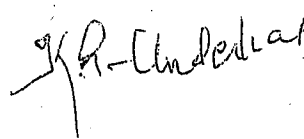


9. In the premises in our view on the basis of Conveyance Deeds dated 31<sup>st</sup> March 2010 and 30<sup>th</sup> December, 2010 the title of the said property is clear marketable and free from all encumbrances and reasonable doubts in your favour.

**THE SCHEDULE ABOVE REFERRED TO:-**

ALL THAT piece or parcel of land bearing Old Survey No. 293, New Survey No. 60, Hissa No. 2, admeasuring 1290 sq. metres 12 R 9 Prati of Village Navghar, Taluka and District Thane within the Registration District and Sub-District of Thane and within the jurisdiction of Mira-Bhayandar Municipal Corporation.

For Kantilal Underkat & Co.  
Advocates & Solicitors,



Proprietor