

// TITLE CERTIFICATE //  
TO WHOMSOEVER IT MAY CONCERN

Date :- 16/12/2016.

**Ref. :-** All that said properties bearing **a)** Old S. No. 400, New S. No. 58, Hissa No. 9, Admeasuring 580 sq.mtrs., **b)** Old S. No. 400, New S. No. 58, Hissa No. 13, Admeasuring 350 sq.mtrs., **c)** Old S. No. 400, New S. No. 58, Hissa No. 14, Admeasuring 510 sq.mtrs., **d)** Old S. No. 400, New S. No. 58, Hissa No. 17, Admeasuring 910 sq.mtrs., **e)** Old S. No. 400, New S. No. 58, Hissa No. 19, Admeasuring 1520 sq.mtrs., **f)** Old S. No. 400, New S. No. 58, Hissa No. 20, Admeasuring 530 sq.mtrs., **g)** Old S. No. 400, New S. No. 58, Hissa No. 21A, Admeasuring 610 sq.mtrs., **h)** Old S. No. 400, New S. No. 58, Hissa No. 21B, Admeasuring 1100 sq.mtrs., **i)** Old S. No. 400, New S. No. 58, Hissa No. 22, Admeasuring 2410 sq.mtrs., **j)** Old S. No. 400, New S. No. 58, Hissa No. 23, Admeasuring 910 sq.mtrs., **k)** Old S. No. 400, New S. No. 58, Hissa No. 16, Admeasuring 1010 sq.mtrs., **l)** Old S. No. 401, New S. No. 55, Hissa No. 13A, Admeasuring 1010 sq.mtrs., Situate lying and being at revenue village Goddeo, Bhayander (E), Tal. & Dist. Thane. Within the limits of Mira Bhayander Municipal Corporation. In the area of Registration District & Sub-District office of Bhayander/Thane.

Original Owners :- 1) Mrs. Sitabai Tulsiram Patil & Others,  
As per 7/12 Extract 2) M/s. Orbit Properties, Represented by its Partners  
a) Mr. Jordan Stephen Pereira,  
b) Mr. Ramesh Mohanlal Mehta.

Present Developers :- M/s. Unique Shanti Developers Pvt. Ltd.  
M/s. Unique Shanti Realtors (AOP),  
Harsh Plaza, First Floor,  
Poonam Vihar, Opp. Sector No. 2,  
Mira Road (E), Tal. & Dist. Thane.

This is to certify that I have investigated the title in respect of the said properties bearing **a)** Old S. No. 400, New S. No. 58, Hissa No. 9, Admeasuring 580 sq.mtrs., **b)** Old S. No. 400, New S. No. 58, Hissa No. 13, Admeasuring 350 sq.mtrs., **c)** Old S. No. 400, New S. No. 58, Hissa No. 14, Admeasuring 510 sq.mtrs., **d)** Old S. No. 400, New S. No. 58, Hissa No. 17, Admeasuring 910 sq.mtrs., **e)** Old S. No. 400, New S. No. 58, Hissa No. 19, Admeasuring 1520 sq.mtrs., **f)** Old S. No. 400, New S. No. 58, Hissa No. 20, Admeasuring 530 sq.mtrs., **g)** Old S. No. 400, New S. No. 58, Hissa No. 21A, Admeasuring 610 sq.mtrs., **h)** Old S. No. 400, New S. No. 58, Hissa No. 21B, Admeasuring 1100 sq.mtrs., **i)** Old S. No. 400, New S. No. 58, Hissa No. 22, Admeasuring 2410 sq.mtrs., **j)** Old S. No. 400, New S. No. 58, Hissa No. 23, Admeasuring 910 sq.mtrs., **k)** Old S. No. 400, New S. No. 58, Hissa No. 16, Admeasuring 1010 sq.mtrs., **l)** Old S. No. 401, New S. No. 55, Hissa No. 13A, Admeasuring 1010 sq.mtrs., Situate lying and being at revenue village Goddeo, Bhayander (E), Tal. & Dist. Thane. Within the limits of Mira Bhayander Municipal Corporation. In the area of Registration District & Sub-District office of Bhayander/Thane, owned by 1) Mrs. Sitabai Tulsiram Patil & Others, 2) M/s. Orbit Properties, Represented by its Partners a) Mr. Jordan Stephen Pereira, b) Mr. Ramesh Mohanlal Mehta, and have found the same to be clear and marketable and free from all encumbrances, and have to state as hereunder.

**ADVOCATE, HIGH COURT**

**MIRA ROAD :** Off. No. 1, Bldg. P/10, 1st Floor, Siddharth Nagar, Sheetal Nagar, Mira Road (East) - 401 107.

**VASAI :** 101, Khokhani Bhavan, Navghar, Vasai Road (W), Dist. Thane - 401 202.

1. Whereas originally one Shri Joseph Francis Gomes, was the owner of the lands bearing a) Old Survey No. 400, New Survey No. 58, Hissa No. 17, admeasuring 910 sq. meters, b) Old Survey No. 400, New Survey No. 58, Hissa No. 21/A, Admeasuring 610 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane, In the area of Registration District and Sub-District Office of Bhayander/Thane, and now within the limits of Mira Bhayandar Municipal Corporation.

2. And Whereas the said Mr. Joseph Francis Gomes, died intestate on 21<sup>st</sup> November, 1973, leaving behind his widow Mrs. Martha Joseph Gomes, three sons namely 1) Mr. Franki Joseph Gomes, 2) Mr. Anthony Joseph Gomes, 3) Mr. Claude Joseph Gomes and three daughters namely 1) Mrs. Treeza Joseph Gomes, 2) Ms. Maryan Joseph Gomes, 3) Mrs. Rena D. Misquita, as his heirs and legal representatives entitled to the estate of the deceased including the said properties.

3. And Whereas the names of the said 1) Mrs. Martha Joseph Gomes, 2) Mr. Franki Joseph Gomes, 3) Mr. Anthony Joseph Gomes, 4) Mr. Claude Joseph Gomes, 4) Mrs. Treeza Joseph Gomes, 5) Ms. Maryan Joseph Gomes, 6) Mrs. Rena D. Misquita, was recorded in the 7/12 Extract of the said properties as the owners thereof.

4. And Whereas by an Agreement for sale dated 25<sup>th</sup> January, 2008, registered in the office of Sub-Registrar of Assurance at Thane, Under Sr. No. TNN-4/02554/2008, Dated 15<sup>th</sup> March, 2008, the said 1) Mrs. Martha Joseph Gomes, 2) Mr. Franki Joseph Gomes, 3) Mr. Fenico Frankie Gomes, 4) Mr. Julian Frankie Gomes, 5) Mr. Anthony Joseph Gomes, 6) Mr. Vivian Anthony Gomes, 7) Miss. Dion Anthony Gomes, 8) Ms. Evita Anthony Gomes, 9) Mr. Claude Joseph Gomes, 10) Mrs. Treeza Joseph Gomes, 11) Ms. Maryan Joseph Gomes, 12) Mrs. Rena D. Misquitta, 13) Ms. Norisca Dexter Misquitta, 14) Master Vendrin Dexter Misquitta, had agreed to assign, transfer & sell all their undivided right, title and interest in the said properties to M/s. Orbit Properties herein, at the price and on the terms and conditions stipulated therein.

5. And Whereas in pursuance to the Agreement for sale dated 25<sup>th</sup> January, 2008, the said Mrs. Martha Joseph Gomes and others, had also executed an Irrevocable General Power of Attorney in favour of 1) Shri Jordan S. Pereira, 2) Shri Ramesh Mehta, Partners of M/s. Orbit Properties, conferring upon them several powers inter-alia power to sell the said properties to the person or persons of their choice.

6. And Whereas originally the said 1) Mrs. Rosybai Domnic Rodricks, 2) Mrs. Tresa Jokim Rodricks, 3) Mrs. Rosy David D'souza, 4) Mrs. Annie Jony D'souza, 5) Mrs. Baby Robert Gomes, 6) Mrs. Jebel Ivon Rodricks,

**ADVOCATE, HIGH COURT**

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**VASAI :** 101, Khokhani Bhavan, Navghar, Vasai Road (W), Dist. Thane - 401 202.

7) Mr. Mac Ivon Rodricks, 8) Mrs. Yeminya Domnic Rodricks, 9) Mr. Dawson Ivon Rodricks, 10) Mrs. Molina Ivon Rodricks, were the owners of lands bearing a) Old Survey No. 400, New Survey No. 58, Hissa No. 20, Admeasuring 530 sq. meters, b) Old Survey No. 400, New Survey No. 58, Hissa No. 13, Admeasuring 350 sq. meters, Situate, lying and being at village Goddeo, Bhayandar, Taluka and District Thane, In the area of Registration District and Sub-District Office of Bhayander/Thane, and now within the limits of the Mira Bhayandar Municipal Corporation.

7. And Whereas by an Agreement dated 21<sup>st</sup> December, 1988, the said Mrs. Rosybai Domnic Rodricks and others had agreed to sell the said properties bearing a) Old Survey No. 400, New Survey No. 58, Hissa No. 20, Admeasuring 530 sq. meters, b) Old Survey No. 400, New Survey No. 58, Hissa No. 13, Admeasuring 350 sq. meters, Situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane, to M/s. Shah and Dattani Associates, at the price and on the terms and conditions stipulated therein.

8. And Whereas in pursuance to the said Agreement dated 21<sup>st</sup> December, 1988, the said Mrs. Rosybai Domnic Rodricks and others had also executed an Irrevocable General Power of Attorney in favour of the partners of M/s. Shah and Dattani Associates, conferring upon them several powers inter-alia power to sell the said properties to the person or persons of their choice.

9. And Whereas in part performance of the said Agreement dated 21<sup>st</sup> December, 1988, the said Mrs. Rosybai Domic Rodricks and others had also delivered the possession of the said properties to the said M/s. Shah and Dattani Associates.

10. And Whereas by an Agreement, dated 19<sup>th</sup> February, 1991, the said M/s. Shah and Dattani Associates, in its turn agreed to grant the development rights of the said properties to M/s. R.N.A. Builders (N.G.) at the price and on the terms and conditions stipulated therein.

11. And Whereas in part performance of the said Agreement dated 19<sup>th</sup> February, 1991, the said M/s. Shah and Dattani Associates, had delivered the possession of the said properties to M/s. R.N.A. Builders (N.G.)

12. And Whereas in pursuance to the said Agreement dated 19<sup>th</sup> February, 1991, the said M/s. Shah and Dattani Associates, had also executed a substitute Irrevocable General Power of Attorney in favour of Shri Narendra Gupta, proprietor of M/s. R.N.A. Builders (N.G.), conferring upon them several powers inter-alia power to sell the said properties to the person or persons of its choice.

13. And Whereas in furtherance to the said Agreement dated 19<sup>th</sup> February, 1991, the said Mrs. Rosybai Domic Rodricks and others had also executed a Development Agreement dated 5<sup>th</sup> May, 2008, registered in the office of

Sub-Registrar of Assurance at Thane, Under Sr. No. TNN-4/4103/2008, Dated 5<sup>th</sup> May, 2008, in favour of M/s. R.N.A. Builders (N.G.) in respect of the said properties.

14. And Whereas the said properties are surrounded by the properties owned by M/s. R.N.A. Builders (N.G.) and as a result, M/s. R.N.A. Builders (N.G.) was unable to develop the said properties.

15. And Whereas by a Deed of Exchange dated 21<sup>st</sup> March, 2011, the said M/s. R.N.A. Builders (N.G.) had transferred the said properties to M/s. Orbit Properties herein in lieu of land bearing Old Survey No. 400, New Survey No. 58, Hissa No. 2, Admeasuring 810 sq. meters of Village Goddeo, Bhayandar, Taluka and District Thane, in the Registration District and Sub-District Thane, within the limits of Mira Bhayandar Municipal Corporation.

16. And Whereas in pursuance to the said Deed of Exchange Dated 21<sup>st</sup> March, 2011, the said M/s. R.N.A. Builders (N.G.) had also executed a Power of Attorney, in favour of partners of M/s. Orbit Properties, conferring upon them several powers inter-alia power to develop the said properties.

17. And Whereas originally 1) Mrs. Philomena Jerome Rodricks, 2) Mrs. Iona Fayyaz Pathan, 3) Miss Veronica Jerome Rodricks, 4) Mr. Austin Jerome Rodricks, 5) Mrs. Belinda Jerome Rodricks, 6) Miss Novy Jerome Rodricks, 7) Mr. Bryn Jerome Rodricks, were the owners of several

properties bearing **a)** Old S. No. 400, New S. No. 58, Hissa No. 22, Admeasuring 2410 sq.mtrs., **b)** Old S. No. 400, New S. No. 58, Hissa No. 21B, Admeasuring 1100 sq.mtrs., **c)** Old S. No. 400, New S. No. 58, Hissa No. 23, Admeasuring 910 sq.mtrs., **d)** Old S. No. 400, New S. No. 58, Hissa No. 19, Admeasuring 1520 sq.mtrs., **e)** Old S. No. 400, New S. No. 58, Hissa No. 9, Admeasuring 580 sq.mtrs., **f)** Old S. No. 401, New S. No. 55, Hissa No. 13A, Admeasuring 1010 sq.mtrs., **g)** Old S. No. 401, New S. No. 55, Hissa No. 3B, Admeasuring 740 sq.mtrs., **h)** Old S. No. 401, New S. No. 55, Hissa No. 3C, Admeasuring 736 sq.mtrs., **i)** Old S. No. 401, New S. No. 55, Hissa No. 4B, Admeasuring 1320 sq.mtrs., **j)** Old S. No. 401, New S. No. 55, Hissa No. 6, Admeasuring 880 sq.mtrs., situate lying and being at revenue village Goddeo, Bhayander (E), Tal. & Dist. Thane. By virtue of Mutation Entry No. 165, 129 their names appears in the 7/12, 6/12 & 8-A Extract of Land Revenue Records.

18. And Whereas the said Mrs. Philomena Jerome Rodricks & Others, by an Agreement for sale & Subsequent Power of Attorney dated 26/9/1994, had agreed to assign, transfer & sell all their rights, titles, interests & shares in respect of several properties including the said properties to M/s. Prince Builders & Developers, who in turn by an Agreement for sale & Subsequent Power of Attorney dated 13/12/1994, have assigned, transferred & sold all their rights, titles, interests & shares in respect of several properties including

the said properties to M/s. Dulara Construction Pvt. Ltd., now known as M/s. Dulara Agrifarms Pvt. Ltd., at the price and on the terms & conditions therein contained.

19. And Whereas the said transaction entered into by and between the parties thereto as stated hereinabove in respect of several properties inter-alia including the said properties could not be materialized by and between the parties thereto in view of the fact that Mr. Rajaram Mhatre & Others, were claiming their alleged right of tenancy in respect of the said properties.

20. And Whereas the said 1) Mr. Arshad Siddiqui, 2) Mr. Yusuf Ghous Khan, had agreed to purchase several properties inter-alia including the said properties for and on behalf M/s. Orbit Properties, from the said 1) Mrs. Philomena Jerome Rodricks, 2) Mrs. Iona Fayyaz Pathan, 3) Miss Veronica Jerome Rodricks, 4) Mr. Austin Jerome Rodricks, 5) Mrs. Belinda Jerome Rodricks, 6) Miss Novy Jerome Rodricks, 7) Mr. Bryn Jerome Rodricks, vide an Agreement dated 14/12/2002.

21. And Whereas the said M/s. Dulara Construction Pvt. Ltd., had also filed a Special Civil Suit No. 533 of 2002, in the Court of Civil Judge (S.D.) Thane, against the said M/s. Prince Builders & Developers, in the Court of Civil Judge (S.D.) Thane.

22. And Whereas the said Mr. Rajaram Mhatre & Others, were claiming the tenancy rights in respect of several properties inter-alia including the said properties and the said alleged claim of the said Mr. Rajaram Mhatre & Others, had been negetivated by the tenancy court in the tenancy proceeding adopted by the said Mr. Rajaram Mhatre & Others, against the said 1) Mrs. Philomena Jerome Rodricks, 2) Mrs. Iona Fayyaz Pathan, 3) Miss Veronica Jerome Rodricks, 4) Mr. Austin Jerome Rodricks, 5) Mrs. Belinda Jerome Rodricks, 6) Miss Novy Jerome Rodricks, 7) Mr. Bryn Jerome Rodricks, and by virtue of Consent Term filed by and between the said Mr. Rajaram Mhatre & Others and the said 1) Mrs. Philomena Jerome Rodricks, 2) Mrs. Iona Fayyaz Pathan, 3) Miss Veronica Jerome Rodricks, 4) Mr. Austin Jerome Rodricks, 5) Mrs. Belinda Jerome Rodricks, 6) Miss Novy Jerome Rodricks, 7) Mr. Bryn Jerome Rodricks, in the Writ Petition No. 3728 of 2006, filed by the said 1) Mrs. Philomena Jerome Rodricks, 2) Mrs. Iona Fayyaz Pathan, 3) Miss Veronica Jerome Rodricks, 4) Mr. Austin Jerome Rodricks, 5) Mrs. Belinda Jerome Rodricks, 6) Miss Novy Jerome Rodricks, 7) Mr. Bryn Jerome Rodricks, against the said Mr. Rajaram Mhatre & Others, in the Hon'ble High Court of Appellate Jurisdiction, Mumbai, the said Mr. Rajaram Mhatre & Others, had given up their alleged claim of tenancy in respect of the said properties.

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23. And Whereas by a Deed of Release dated 16/8/2005, the said Mr. Yusuf Ghous Khan, had released, relinquished and given up all his rights, titles & interests in respect of several properties inter-alia including the said properties in favour of the said Mr. Arshad Siddiqui, who was one of the partner of M/s. Orbit Properties.

24. And Whereas by an Agreement for sale cum development dated 31/12/2009, registered in the office of Sub-Registrar of Assurance at Thane, Under Sr. No. TNN-2/2648/2010, Dated 15/2/2010, the said 1) Mrs. Philomena Jerome Rodricks, 2) Mrs. Iona Fayyaz Pathan, 3) Miss Veronica Jerome Rodricks, 4) Mr. Austin Jerome Rodricks, 5) Mrs. Belinda Jerome Rodricks, 6) Miss Novy Jerome Rodricks, 7) Mr. Bryn Jerome Rodricks, with the consent and confirmation of M/s. Prince Builders & Developers, M/s. Dulara Construction Pvt. Ltd., and Mr. Arshad Siddiqui, agreed to sell several properties inter-alia including the said properties to M/s. Orbit Properties, Represented by its Partners 1) Mr. Jordan Stephen Pereira, 2) Mr. Ramesh Mohanlal Mehta, 3) Mr. Himanshu Anantrai Maghdani, 4) Mr. Sunil Revnath Choudhari, at the price and on the terms & conditions stipulated therein.

25. And Whereas in pursuance to the said Agreement for sale cum development dated 31/12/2009, the said 1) Mrs. Philomena Jerome Rodricks, 2) Mrs. Iona Fayyaz Pathan, 3) Miss Veronica Jerome Rodricks, 4) Mr. Austin Jerome Rodricks, 5) Mrs. Belinda Jerome Rodricks, 6) Miss Novy

Jerome Rodricks, 7) Mr. Bryn Jerome Rodricks, had also executed Irrevocable Power of Attorney dated 31/12/2009, in favour of M/s. Orbit Properties, Represented by its Partners 1) Mr. Jordan Stephen Pereira, 2) Mr. Ramesh Mohanlal Mehta, 3) Mr. Himanshu Anantrai Maghdani, 4) Mr. Sunil Revnath Choudhari, conferring upon them several properties inter-alia including the said properties to the person or persons of their choice, including power 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.

26. And Whereas by Deed of Confirmation dated 4/3/2010, duly registered in the office of Sub-Registrar Thane No. 2, Under Document Sr. No. TNN-2/02844-2010, Dated 4/3/2010, the said 1) Ms. Veronica Jerome Rodricks, 2) Ms. Belinda Jerome Rodricks, 3) Mrs. Iona Fayyaz Pathan, 4) Ms. Novy Jerome Rodricks, had confirmed the said Agreement Deed & Subsequent Power of Attorney dated 31/12/2009, executed in favour of M/s. Orbit Properties, in respect of the said properties.

27. And Whereas the said 1) M/s. Prince Builders & Developers, 2) M/s. Dulara Construction Pvt. Ltd., 3) Mr. Arshad Siddiqui, and the said M/s. Orbit Properties, Represented by its Partners 1) Mr. Jordan Stephen Pereira, 2) Mr. Ramesh Mohanlal Mehta, 3) Mr. Himanshu Anantrai Maghdani, 4) Mr. Sunil Revnath Choudhari, hereby represent that they had already paid the entire consideration of the said properties to the said 1) Mrs. Philomena Jerome Rodricks, 2) Mrs. Iona Fayyaz Pathan, 3) Miss Veronica Jerome Rodricks, 4) Mr. Austin Jerome Rodricks, 5) Mrs. Belinda Jerome Rodricks,

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6) Miss Novy Jerome Rodricks, 7) Mr. Bryn Jerome Rodricks, and further place on record that there is nothing due and payable by them to the said Mrs. Philomena Jerome Rodricks & Others, in respect of the said properties.

28. And Whereas the said M/s. Orbit Properties, Represented by its Partners 1) Mr. Jordan Stephen Pereira, 2) Mr. Ramesh Mohanlal Mehta, 3) Mr. Himanshu Anantrai Maghdani, 4) Mr. Sunil Revnath Choudhari, hereby represent that they have already settled the claim of the said M/s. Prince Builders & Developers, in respect of several properties inter-alia including the said properties and further place on record that the said M/s. Prince Builders & Developers, have no rights, titles and interests in respect of the said properties.

29. And Whereas the said M/s. Orbit Properties, Represented by its Partners 1) Mr. Jordan Stephen Pereira, 2) Mr. Ramesh Mohanlal Mehta, 3) Mr. Himanshu Anantrai Maghdani, 4) Mr. Sunil Revnath Choudhari, hereby represent they as well as Mr. Arshad Siddiqui, had already settled the claim of the said M/s. Dulara Construction Pvt. Ltd., in respect of several properties inter-alia including the said properties and further place on record that the said M/s. Dulara Construction Pvt. Ltd., have no rights, titles and interests in respect of the said properties.

30. And Whereas the partnership of the M/s. Orbit Properties, consist of total six partners namely 1) Mr. Jordan Stephen Pereira, 2) Mr. Arshad Siddiqui, 3) Mr. Ramesh Mohanlal Mehta, 4) Mr. Himanshu Anantrai Maghdani, 5) Mr. Habib Farooki, 6) Mr. Sunil Revnath Choudhari.

31. And Whereas the said Mr. Sunil Revnath Choudhari, died intestate on 8/5/2010, leaving behind his widow Mrs. Sunita Sunil Choudhari, and by a Deed of Partnership dated 24/5/2010, Mrs. Sunita Sunil Choudhari, being the widow of Late. Mr. Sunil Revnath Choudhari, was inducted in the partnership business of the M/s. Orbit Properties.

32. And Whereas by a Deed of Retirement dated 25/9/2010, the said 1) Mr. Arshad Siddiqui, 2) Mr. Habib Farooki, retired from the partnership business of the M/s. Orbit Properties, and by a Deed of Release dated 25/9/2010, the said 1) Mr. Arshad Siddiqui, 2) Mr. Habib Farooki, had released and relinquished all their rights, titles & interests in favour of the Continuing Partners of M/s. Orbit Properties.

33. The 7/12 Extract of properties bearing a) Old S. No. 400, New S. No. 58, Hissa No. 14, Admeasuring 510 sq.mtrs., b) Old S. No. 400, New S. No. 58, Hissa No. 16 Admeasuring 1010 sq.mtrs., situate lying and being at revenue village Goddeo, Bhayander (E), Tal. & Dist. Thane, is standing in the names of 1) Mr. Padmakar Tulsiram Patil, 2) Mr. Vasant Tulsiram Patil, 3) Mr. Subash Tulsiram Patil, 4) Mr. Ranjan Tulsiram Patil, 5) Mr. Girdhar Tulsiram Patil, 6) Mr. Jayant Tulsiram Patil, 7) Mrs. Shakuntala Devendra Patil,

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8) Mrs. Deviyani Harishchandra Patil, 9) Mrs. Nayna Bharat Tavare, by virtue of Mutation Entry No. 383, 132, 408, 1060, and as such their names appears in the 7/12, 6/12 & 8-A Extract of Land Revenue Records.

34. The 7/12 Extract of properties bearing **a)** Old S. No. 400, New S. No. 58, Hissa No. 9, Admeasuring 580 sq.mtrs., **b)** Old S. No. 400, New S. No. 58, Hissa No. 13, Admeasuring 350 sq.mtrs., **c)** Old S. No. 400, New S. No. 58, Hissa No. 17, Admeasuring 910 sq.mtrs., **d)** Old S. No. 400, New S. No. 58, Hissa No. 19, Admeasuring 1520 sq.mtrs., **e)** Old S. No. 400, New S. No. 58, Hissa No. 20, Admeasuring 530 sq.mtrs., **f)** Old S. No. 400, New S. No. 58, Hissa No. 21A, Admeasuring 610 sq.mtrs., **g)** Old S. No. 400, New S. No. 58, Hissa No. 21B, Admeasuring 1100 sq.mtrs., **h)** Old S. No. 400, New S. No. 58, Hissa No. 22, Admeasuring 2410 sq.mtrs., **i)** Old S. No. 400, New S. No. 58, Hissa No. 23, Admeasuring 910 sq.mtrs., **j)** Old S. No. 401, New S. No. 55, Hissa No. 13A, Admeasuring 1010 sq.mtrs., Situate lying and being at revenue village Goddeo, Bhayander (E), Tal. & Dist. Thane, are standing in the names of M/s. Orbit Properties, Represented by its Partners 1) Mr. Jordan Stephen Pereira, 2) Mr. Ramesh Mohanlal Mehta, by virtue of Mutation Entry No. 1246 & 977, their names appears in the 7/12, 6/12 & 8-A Extract of Land Revenue Records.

35. And Whereas the said M/s. The Estate Investment Company Pvt. Ltd., Through Director Mr. Nandkumar Saxeria, Through his Power of Attorney Holder Mr. Sitaram Sutar, by Release Deed dated 24/4/2012, duly

executed & registered, Under Document Sr. No. TNN-7/3025/2012, Dated 27/4/2012, at the office of Sub-Registrar Thane No. – 7, had released, relinquished all their rights, titles, interests & shares in respect of the said properties bearing **a)** Old S. No. 400, New S. No. 58, Hissa No. 9, Admeasuring 580 sq.mtrs., **b)** Old S. No. 400, New S. No. 58, Hissa No. 13, Admeasuring 350 sq.mtrs., **c)** Old S. No. 400, New S. No. 58, Hissa No. 17, Admeasuring 910 sq.mtrs., **d)** Old S. No. 400, New S. No. 58, Hissa No. 19, Admeasuring 1520 sq.mtrs., **e)** Old S. No. 400, New S. No. 58, Hissa No. 20, Admeasuring 530 sq.mtrs., **f)** Old S. No. 400, New S. No. 58, Hissa No. 21A, Admeasuring 610 sq.mtrs., **g)** Old S. No. 400, New S. No. 58, Hissa No. 21B, Admeasuring 1100 sq.mtrs., **h)** Old S. No. 400, New S. No. 58, Hissa No. 22, Admeasuring 2410 sq.mtrs., **i)** Old S. No. 400, New S. No. 58, Hissa No. 23, Admeasuring 910 sq.mtrs., **j)** Old S. No. 401, New S. No. 55, Hissa No. 13A, Admeasuring 1010 sq.mtrs., **k)** Old S. No. 401, New S. No. 55, Hissa No. 3A, Admeasuring 730 sq.mtrs., **l)** Old S. No. 401, New S. No. 55, Hissa No. 3B, Admeasuring 740 sq.mtrs., **m)** Old S. No. 401, New S. No. 55, Hissa No. 3C, Admeasuring 736 sq.mtrs., **n)** Old S. No. 401, New S. No. 55, Hissa No. 4B, Admeasuring 1320 sq.mtrs., **o)** Old S. No. 401, New S. No. 55, Hissa No. 6, Admeasuring 880 sq.mtrs., situate lying and being at revenue village Goddeo, Bhayander (E), Tal. & Dist. Thane, in favour of M/s. Orbit Properties, Represented by its Partners 1) Mr. Jordan Stephen Pereira, 2) Mr. Ramesh Mohanlal Mehta, on the terms and conditions therein contained, which is valid legal & subsisting.

MIRA ROAD : Off. No. 1, Bldg. P/10, 1st Floor, Siddharth Nagar, Sheetal Nagar, Mira Road (East) - 401 107.

VASAI : 101, Khokhani Bhavan, Navghar, Vasai Road (W), Dist. Thane - 401 202.

36. And Whereas the said M/s. Orbit Properties, Represented by its Partners 1) Mr. Jordan Stephen Pereira, 2) Mr. Ramesh Mohanlal Mehta, have entered into Joint Venture Agreement dated 31/12/2012, duly executed & registered, Under Document Sr. No. TNN-7/02384-2013, Receipt No. 2449, Dated 28/3/2013, at the office of Sub-Registrar Thane No. – 7, with M/s. Unique Shanti Developers Pvt. Ltd., for development of several properties including the said properties bearing a) Old S. No. 400, New S. No. 58, Hissa No. 9, Admeasuring 580 sq.mtrs., b) Old S. No. 400, New S. No. 58, Hissa No. 13, Admeasuring 350 sq.mtrs., c) Old S. No. 400, New S. No. 58, Hissa No. 17, Admeasuring 910 sq.mtrs., d) Old S. No. 400, New S. No. 58, Hissa No. 19, Admeasuring 1520 sq.mtrs., e) Old S. No. 400, New S. No. 58, Hissa No. 20, Admeasuring 530 sq.mtrs., f) Old S. No. 400, New S. No. 58, Hissa No. 21A, Admeasuring 610 sq.mtrs., g) Old S. No. 400, New S. No. 58, Hissa No. 21B, Admeasuring 1100 sq.mtrs., h) Old S. No. 400, New S. No. 58, Hissa No. 22, Admeasuring 2410 sq.mtrs., i) Old S. No. 400, New S. No. 58, Hissa No. 23, Admeasuring 910 sq.mtrs., j) Old S. No. 401, New S. No. 55, Hissa No. 13A, Admeasuring 1010 sq.mtrs., k) Old S. No. 401, New S. No. 55, Hissa No. 3A, Admeasuring 730 sq.mtrs., l) Old S. No. 401, New S. No. 55, Hissa No. 3B, Admeasuring 740 sq.mtrs., m) Old S. No. 401, New S. No. 55, Hissa No. 3C, Admeasuring 736 sq.mtrs., n) Old S. No. 401, New S. No. 55, Hissa No. 4B, Admeasuring 1320 sq.mtrs., o) Old S. No. 401, New S. No. 55, Hissa No. 6, Admeasuring 880 sq.mtrs., situate lying and being at revenue village Goddeo, Bhayander (E), Tal. & Dist. Thane, the said Joint Venture shall be carried out in the name and style of M/s. Unique Shanti Realtors, on the terms & conditions therein contained.

37. And Whereas the said 1) Mr. Padmakar Tulsiram Patil, 2) Ms. Prajyoti Padmakar Patil, 3) Mr. Vasant Tulsiram Patil, 4) Mr. Dhiraj Vasant Patil, 5) Mr. Milind Vasant Patil, 6) Mr. Subhash Tulsiram Patil, 7) Mr. Jayesh Subhash Patil, 8) Master Kunal Subhash Patil, 9) Mr. Ranjan Tulsiram Patil, 10) Master Sachin Ranjan Patil, being minor through his father and natural guardian Mr. Ranjan Tulsiram Patil, 11) Mr. Giridhar Tulsiram Patil, 12) Mr. Jayant Tulsiram Patil, 13) Master Jitendra Jayant Patil, 14) Master Chinmay Jayant Patil (Sr. No. 13 & 14 being minors through their father natural guardian Mr. Jayant Tulsiram Patil, 15) Mrs. Shakuntala Devendra Patil, 16) Mrs. Devyani Harishchandra Patil, 17) Mrs. Nayana Bharat Tavre, vide Agreement for development dated 4/2/2008, duly executed & registered, Under Document Sr. No. TNN-4/01214-2008, Dated 4/2/2008, at the office of Sub-Registrar Thane No. 4, had assigned, transferred & conveyed all their development rights in respect of the said property bearing Old S. No. 400, New S. No. 58, Hissa No. 16, Admeasuring 1010 sq.mtrs., of revenue village Goddeo, Bhayander (E), Tal. & Dist. Thane, to M/s. Seven Eleven Construction Pvt. Ltd., at the price and on the terms & conditions therein contained.

38. And Whereas in pursuance to the said Agreement for development dated 4/2/2008, the said Mr. Padmakar Tulsiram Patil & Others, had also executed Irrevocable General Power of Attorney dated 4/2/2008, registered in the office of Sub-Registrar of Assurance at Thane, Under Sr. No.

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VASAI : 101, Khokhani Bhavan, Navghar, Vasai Road (W), Dist. Thane - 401 202.

TNN-4/01215-2008, Dated 4/2/2008, in favour of M/s. Seven Eleven Construction Pvt. Ltd., conferring upon them several powers inter-alia power to develop and/or assign the development rights of the said property to person or persons of their choice, which is still valid legal & subsisting.

39. And Whereas by Development Agreement dated 19/7/2010, the said Mr. Padmakar Tulsiram Patil & Others, Through their Constituted Attorney Mr. Rakesh R. Jain, And M/s. Seven Eleven Construction Pvt. Ltd., as Confirming Party had assigned development rights in respect of property bearing Old S. No. 400, New S. No. 58, Hissa No. 16, Admeasuring 1010 sq.mtrs., of revenue village Goddeo, Bhayander (E), Tal. & Dist. Thane, to M/s. Siddhivinayak Developers, on the terms & conditions therein contained.

40. And Whereas the said M/s. The Estate Investment Company Pvt. Ltd., have issued N.O.C. i.e. EI/NOC/247/2010, Dated 30/8/2010, in respect of the said properties bearing Old S. No. 400, New S. No. 58, Hissa No. 14 & 16, Admeasuring in all 1520 sq.mtrs., of revenue village Goddeo, Bhayander (E), Tal. & Dist. Thane, in favour of Mrs. Sitabai Tulsiram Patil & Others, Through their Constituted Attorney M/s. Seven Eleven Construction Company Pvt. Ltd.,

41. And Whereas Vide Agreement for development dated 31/12/2012, duly executed & registered, Under Document Sr. No. TNN-7/994-2013, Dated 7/2/2013, at the office of Sub-Registrar Thane No. - 7, the said original

owners Mr. Padmakar Tulsiram Patil & Others, Through their Constituted Attorney M/s. Seven Eleven Construction Company Pvt. Ltd., with the consent and confirmation of the Confirming Party M/s. Seven Eleven Construction Company Pvt. Ltd., have assigned, transferred & conveyed all their development rights in respect of the said property bearing Old S. No. 400, New S. No. 58, Hissa No. 14, Admeasuring 510 sq.mtrs., of revenue village Goddeo, Bhayander (E), Tal. & Dist. Thane, in favour of M/s. Unique Shanti Realtors (AOP), Through their Authorized Signatory 1) Mr. Jordan S. Pereira, 2) Mr. Ramesh M. Mehta, on the terms & conditions therein contained, which is still valid legal & subsisting.

42. And Whereas as per the Deed of Exchange dated 21/5/2011, executed by and between M/s. Unique Shanti Realtors, a Joint Venture firm of M/s. Orbit Properties And Unique Shanti Developers Pvt. Ltd., Represented by its Partners 1) Mr. Jordan Stephen Pereira, 2) Mr. Dilesh C. Shah, being the party of the First Part And M/s. Siddhivinayak Developers, Through its Partners 1) Mr. Ashish R. Kadam, 2) Mr. Mukesh C. Bhatti, being the party of the Second Part, the said Second Part had transferred & exchanged the said property bearing Old S. No. 400, New S. No. 58, Hissa No. 16, Admeasuring 1010 sq.mtrs., of revenue village Goddeo, Bhayander (E), Tal. & Dist. Thane, to the party of the First Part, And the said party of the First Part, had assigned transferred & exchanged the said property bearing Old S. No. 400, New S. No. 58, Hissa No. 9, Admeasuring 580 sq.mtrs., of revenue village Goddeo, Bhayander (E), Tal. & Dist. Thane, to the party of the Second Part.

43. And Whereas consequently in pursuance to the Old Agreement dated 19/7/2010, the said Mr. Padmakar Tulsiram Patil & Others, Through their Constituted Attorney Mr. Rakesh R. Jain, And M/s. Seven Eleven Construction Pvt. Ltd., as Confirming Party had assigned, all their development rights in respect of property bearing Old S. No. 400, New S. No. 58, Hissa No. 16, Admeasuring 1010 sq.mtrs., of revenue village Goddeo, Bhayander (E), Tal. & Dist. Thane, in favour of M/s. Siddhivinayak Developers, Through its Partners 1) Mr. Ashish R. Kadam, 2) Mr. Mukesh C. Bhatti, Vide Development Agreement Dated 15/3/2012, duly executed & registered, Under Document Sr. No. TNN-7/01865-2012, Dated 15/3/2012, at the office of Sub-Registrar Thane No. – 7, which is valid legal & subsisting.

44. And Whereas for the purpose of this report on title, I have relied upon the following:

- i) Information relating to lineage on the basis of revenue records as well as copies of title documents provided to me by the said owners;
- ii) Copy of 7/12, 6/12 & 8-A Extract in respect of the said properties,
- iii) Information by the Owners that the said properties are not subject matter of any suit/litigation in any Court of Law in India, Revenue Department, and/or the competent authorities.

45. And Whereas even though this document is titled as Title Certificate it is in fact an opinion based on copies of the title documents perused by me and same is based on the assumption that :

- i) of the legal capacity of all natural persons, genuineness of all signatures, authenticity of copies of the documents submitted to me,
- ii) there have been no amendments or changes to the documents examined by me,
- iii) the accuracy and completeness of all the factual representations made in the document,
- iv) all prior title documents have been adequately stamped and registered,
- v) all the original title deeds are in the possession of the owners.
- vi) the above referred Agreement Deeds, Release Deed, And Subsequent Power of Attorney, Deed of Exchange are still valid legal & subsisting and not cancelled.

46. And Whereas I am not certifying the boundaries of the said properties and/or physical condition of the said properties since I have not visited the said properties.

MIRA ROAD : Off. No. 1, Bldg. P/10, 1st Floor, Siddharth Nagar, Sheetal Nagar, Mira Road (East) - 401 107.

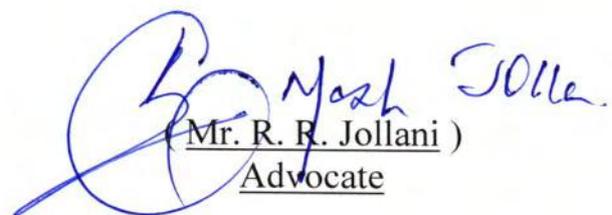
VASAI : 101, Khokhani Bhavan, Navghar, Vasai Road (W), Dist. Thane - 401 202.

On the whole from the Search taken out by Search Clerk Mr. Sanjay Gomane, at the office of Sub-Registrar Bhayander/Mire/Thane, Talati Office, Thane, from the Year 1984 to 30<sup>th</sup> November 2016, and on the basis and inspection of documents produced before me and the information provided by the owners that the said properties are not subject matter of any suit/litigation in any Court of Law in India, Revenue Department, and/or the competent authorities and there have been no amendments or changes to the documents examined by me, considering the above facts and the said documents are genuine and not fabricated and/or forged and not cancelled. Considering the above facts in my opinion the title of the above said Owners & Developers and the above said properties bearing **a)** Old S. No. 400, New S. No. 58, Hissa No. 9, Admeasuring 580 sq.mtrs., **b)** Old S. No. 400, New S. No. 58, Hissa No. 13, Admeasuring 350 sq.mtrs., **c)** Old S. No. 400, New S. No. 58, Hissa No. 14, Admeasuring 510 sq.mtrs., **d)** Old S. No. 400, New S. No. 58, Hissa No. 17, Admeasuring 910 sq.mtrs., **e)** Old S. No. 400, New S. No. 58, Hissa No. 19, Admeasuring 1520 sq.mtrs., **f)** Old S. No. 400, New S. No. 58, Hissa No. 20, Admeasuring 530 sq.mtrs., **g)** Old S. No. 400, New S. No. 58, Hissa No. 21A, Admeasuring 610 sq.mtrs., **h)** Old S. No. 400, New S. No. 58, Hissa No. 21B, Admeasuring 1100 sq.mtrs., **i)** Old S. No. 400, New S. No. 58, Hissa No. 22, Admeasuring 2410 sq.mtrs., **j)** Old S. No. 400, New S. No. 58, Hissa No. 23, Admeasuring 910 sq.mtrs., **k)** Old S. No. 400, New S. No. 58, Hissa No. 16, Admeasuring 1010 sq.mtrs.,

D Old S. No. 401, New S. No. 55, Hissa No. 13A, Admeasuring 1010 sq.mtrs., Situate lying and being at revenue village Goddeo, Bhayander (E), Tal. & Dist. Thane, are absolutely clear and marketable and free from all encumbrances and reasonable doubts.

I further state and certify that M/s. Orbit Properties And M/s. Unique Shanti Developers Pvt. Ltd., are entitled to develop the said properties by constructing buildings thereon, in the name and style of M/s. Unique Shanti Realtors (AOP), as per the terms & conditions entered into Joint Venture Agreement dated 31/12/2012, after obtaining necessary permissions and sanctions from the authorities concerned.

Yours Faithfully,

  
(Mr. R. R. Jollani )  
Advocate