

TO WHOMSOEVER IT MAY CONCERN

I. THIS IS TO CERTIFY that I have investigated the title to the land bearing Survey No. 225, Hissa No. 1 (Part), admeasuring 11950 sq. meters, Survey No. 89, Hissa No. 1, admeasuring 5210 sq. meters, Survey No. 88, Hissa No. 1, admeasuring 9890 sq. meters and Survey No.89, Hissa No. 3, admeasuring 4050 sq. meters, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District of Thane, now within the limits of Mira Bhayandar Municipal Corporation and have to state as hereunder;

1. Shri Shiniwar Dharma Vaity was an agricultural tenant of the Estate Investment Co.,Pvt. Ltd., in respect of land bearing Survey No. 225, Hissa No. 1 (Part), admeasuring 11950 sq. meters and Survey No. 225(Part), admeasuring 4590 sq. meters, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District of Thane, now within the limits of Mira Bhayandar Municipal Corporation (hereinafter referred to as the **"Said First Property"** for the sake of brevity and convenience).

2. Shri Shiniwar Dharma Vaity died intestate in or about 1947 leaving behind his three sons namely Shri Bhaskar Shiniwar Vaity, Shri Ramchandra Shiniwar Vaity and Shri Bhau Shiniwar Vaity as his heirs and legal representative entitled to the estate of deceased including the tenancy rights in respect of the said first property.

3. After the demise of Shri Shiniwar Dharma Vaity, Shri Bhaskar Shiniwar Vaity, Shri Ramchandra Shiniwar Vaity and Shri Bhau Shiniwar Vaity were personally cultivating the first property as the tenants of the Estate Investment Co.,Pvt. Ltd.,

4. Shri Bhaskar Shiniwar Vaity was the eldest male member in the joint family consisting of Shri Bhaskar Shiniwar Vaity himself and his two brothers namely Shri Ramchandra Shiniwar Vaity and Shri Bhaurao Shiniwar Vaity and accordingly, by a Mutation Entry No.410 of 1955, the name of Shri Bhaskar Shiniwar Vaity came to be recorded in the other rights columns of the 7/12 extract of the said first property as the protected tenant of the Estate Investment Co.,Pvt. Ltd.,

5. Shri Bhaskar Shiniwar Vaity died intestate on 15th September, 1972 leaving behind his widow by name Smt. Radhabai Bhaskar Vaity, two sons namely Shri Kishan Bhaskar Vaity, Shri Pandurang Bhaskar Vaity, two married daughters namely Smt. Mathurabai Rajaram Bhandari and Smt. Bhimabai Bhalchandra Bhandari (hereinafter jointly and collectively referred to as the **"Heirs of late Shri Bhaskar Vaity"** for the sake of brevity and convenience).

6. By a Mutation Entry No.1374, dated 13th March, 1994, the names of the heirs of late Shri Bhaskar Vaity came to be recorded in the 7/12 extract of the first property.

7. Shri Ramchandra Shiniwar Vaity died intestate in or about 1986 leaving behind his widow by name Smt. Yamunabai Ramchandra Vaity, four sons namely Shri Hareshwar Ramchandra Vaity, Shri Deepak Ramchandra Vaity, Shri Sunil Ramchandra Vaity, Shri Ganesh Ramchandra Vaity, two married daughters namely Smt. Hansabai Jaywant Maher and Smt. Nandubai Prabhakar Kini (hereinafter jointly and collectively referred to as the **"Heirs of late Shri Ramchandra Vaity"** for the sake of brevity and convenience).

8. By a Mutation Entry No.1375, dated 13th March, 1994, the names of the heirs of late Shri Ramchandra Vaity came to be recorded in the 7/12 extract of the first property.

9. By an Agreement for Sale, dated 18th May, 1994, Shri Bhau Shiniwar Vaity (since deceased), Smt. Radhabai Bhaskar Vaity (since deceased), Shri Krishna Bhaskar Vaity, Shri Pandurang Bhaskar Vaity, Smt. Mathurabai Rajaram Kini, Smt. Bhimabai Bhalchandra Kini, Smt. Yamunabai Ramchandra Vaity (since deceased), Shri Hareshwar Ramchandra Vaity (since deceased), Shri Deepak Ramchandra Vaity, Shri Sunil Ramchandra Vaity, Shri Ganesh Ramchandra Vaity, Smt. Hansabai and Smt. Nanubai Prabhakar Kini (hereinafter jointly and collectively referred to as the **"First Original Owners"** for the sake of brevity and convenience) had agreed to sell the first property to Shri Harshad P. Doshi for the consideration mentioned therein.

10. In pursuance of an Agreement for Sale, dated 18th May, 1994, the first original owners had executed an Irrevocable General Power of Attorney in favour of Shri Harshad P. Doshi conferring upon him several powers inter-alia power to sell the first 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.

11. By an Agreement, dated 30th November, 1994, Shri Harshad Poonamchand Doshi had agreed to sell the first property to M/s. Ravi Developments for the consideration mentioned therein.

12. In pursuance of an Agreement, dated 30th November, 1994, Shri Harshad Poonamchand Doshi had executed a substitute Power of Attorney, dated 15th December, 1994 in favour of Shri Jayesh T. Shah and Shri Ketan T. Shah, being the partners of M/s. Ravi Developments conferring upon them several powers inter-alia power to sell the first property to the person or persons of their choice.

13. Shri Budhaji Vittal Tare was the owner of land bearing Survey No. 89, Hissa No. 1, admeasuring 5210 sq. meters, Survey No. 88, Hissa No. 1, admeasuring 9890 sq. meters, Survey No. 89, Hissa No. 3, admeasuring 4050 sq. meters, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District of Thane, now within the limits of Mira Bhayandar Municipal Corporation (hereinafter jointly and collectively referred to as the **"Said Second Property"** for the sake of brevity and convenience).

14. Shri Budhaji Vithal Tare died intestate on 11th September, 1939 leaving behind his two sons namely Shri Damodar Budhaji Tare, Shri Duka Budhaji Tare, two married daughters namely Smt. Namobai Shanivar Tare and Smt. Dharmubai Bhaskar Vaity as his heirs and legal representatives entitled to the estate of the deceased including the second property.

15. Shri Duka Budhaji Tare died intestate leaving behind his two sons namely Shri Sudam Duka Tare, Shri Gajanan Duka Tare, a married daughter by name Smt. Ramabai Kandu Bhandari as his heirs and legal representatives entitled to the undivided share of the deceased in the second property.

16. By a Mutation Entry No. 1191, dated 25th January, 1989, the names of Shri Narhari Damodar Tare, Shri Vinayak Damodar Tare, Shri Sudam Duka Tare, Smt. Ramabai Kandu Bhandari, Shri Gajanan Duka Tare and Smt. Jayanti Ramesh Kini came to be recorded in the 7/12 extract of the second property as the owners thereof.

17. Shri Pandurang Shenwar Tare, Shri Datta Namdeo Tare, Shri Govindbhai Vaity, Shri Hiraji Bhai Vaity in consideration of natural love and affection had released, relinquished and given up their undivided share in the second property in favour of Shri Sudam Duka Tare, Shri Gajanan Duka Tare, Shri Narhari Damodar Tare, Shri Vinayak Damodar Tare, Smt. Ramabai Khandu Bhandari and Smt. Jayanti Ramesh Kini vide a Deed of Release, dated 31st August, 1991.

18. By an Agreement, dated 8th August, 1991, Shri Sudam Duka Tare, Ms. Sushila Sudam Tare, Smt. Shankuntala Sudam Tare, Shri Ramesh Sudam Tare, Smt. Usha Janardhan Silukar, Smt. Lata Vasudeo Patil, Shri Gajanan Duka Tare, Ms. Pramila Gajanan Tare, Shri Mukesh Gajanan Tare, Ms. Madhuri Gajanan Tare, Smt. Arunabai Gajanan Tare, Smt. Ramabai Khandu Bhandari, Shri Narhari Damodar Tare, Shri Hemant Narhari Tare, Ms. Revati Narhari Tare, Miss Nita Narhari Tari, Smt. Ranjanabai Narhari Tare, Shri Vinayak Damodar Tare, Smt. Nalini Vijayak Tare and Smt. Jayanti Ramesh Kini had agreed to sell the second property to M/s. Ganesh Construction Co., for the consideration mentioned therein.

19. In pursuance of an Agreement, dated 8th August, 1991, Shri Sudam Duka Tare and others had executed an Irrevocable General Power of Attorney in favour of M/s. Ganesh Construction Co., conferring upon them several powers inter-alia power to sell the

second property to the person or persons of their 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.

20. By an Agreement, dated 1st January, 1995, M/s. Ganesh Construction Co., in its turn agreed to sell, transfer and assign the second property to M/s. Ravi Developments for the consideration mentioned therein.

21. By an Agreement, dated 15th July, 2011, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/05993/2011, dated 25th July, 2011, M/s. Ravi Developments in its turn agreed to grant development rights of land bearing Survey No. 225, Hissa No. 1 (Part), admeasuring 11950 sq. meters, Survey No. 89, Hissa No. 1, admeasuring 5210 sq. meters, Survey No. 88, Hissa No. 1, admeasuring 9890 sq. meters and Survey No. 89, Hissa No. 3, admeasuring 4050 sq. meters, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District of Thane, now within the limits of Mira Bhayandar Municipal Corporation (hereinafter jointly and collectively referred to as the **"Said Property"** for the sake of brevity and convenience) to M/s. Sanghvi Projects for the consideration mentioned therein.

22. In pursuance of an Agreement, dated 15th July, 2011, Shri Jayesh T. Shah and Shri Ketan T. Shah, being the partners of M/s. Ravi Developments had executed an Irrevocable General Power of Attorney, dated 15th July, 2011, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/05994/2011, dated 25th July, 2011 in favour of Shri Prithviraj S. Sanghvi and Shri Ramesh S.

Sanghvi, being the partners of M/s. Sanghvi Projects conferring upon them several powers inter-alia power to sell and/or develop the said property by constructing buildings thereon.

23. On 25th March, 2010, the Mira Bhayandar Municipal Corporation had sanctioned the plan of the buildings then to be constructed in the layout of the said property vide V.P. No. MNP/NR/4525/2009-10, dated 25th March, 2010 and the same is revised by the Mira Bhayandar Municipal Corporation vide V.P. No. MB/MNP/NR/769/2011-12, dated 31st May, 2011 and again the same came to be revised by the Mira Bhayandar Municipal Corporation vide V.P. No. MB/MNP/2853/2013-14, dated 6th November, 2013.

24. The Collector of Thane had granted N.A. Permission in respect of the said property vide an Order No. Revenue/K-1/T-8/NAP/SR-2895, dated 6th August, 1995 and Order No. Revenue/K-1/T-1/NAP/SR-72/2007, dated 3rd September, 2007.

25. In the Other Rights Column of the 7/12 extract of the name of The Estate Investment Co. Pvt. Ltd. was appearing as the Grantee of the Government and as such, The Estate Investment Co. Pvt. Ltd. has given No Objection vide a Letter Ref. No. EI/NOC/373 to 378, dated 4th February, 2011 to erstwhile M/s. Sanghvi Projects to develop the said property.

26. The Mira Bhayandar Municipal Corporation has issued a Commencement Certificate No. MB/MNP/NR/2853/2013-14, dated 6th November, 2013 to commence with the work of construction of the buildings in the layout of the said property.

27. M/s. Sanghvi Projects was consisting of five partners namely Shri Sankalchand Chunilal Jain, Shri Prithviraj Sankalchand Sanghvi, Shri Ramesh Sankalchand Sanghvi, Shri Shailesh Sankalchand Sanghvi and Shri Rakesh Sankalchand Sanghvi.

28. By a Deed of Partnership cum Retirement, dated 1st April, 2014, Shri Sankalchand Chunilal Jain, Shri Ramesh Sankalchand Sanghvi, Shri Shailesh Sankalchand Sanghvi and Shri Rakesh Sankalchand Sanghvi retired from the partnership business of M/s. Sanghvi Projects and thereupon, M/s. Sanghvi Premises Pvt. Ltd, and M/s. Unique Shanti Developers LLP came to be inducted in the partnership business of M/s. Sanghvi Projects as incoming partners.

29. On 31st March, 2015, Shri Prithviraj Sakalchand Sanghvi and M/s. Sanghvi Premises Pvt. Ltd. retired from the partnership business of M/s. Sanghvi Projects and thereupon all the right, title and interest in respect of the said property vested in M/s. Unique Shanti Developers LLP.

30. In the premises aforesaid, M/s. Unique Shanti Developers LLP is entitled to construct buildings in the layout of the said property as per the permissions and sanctions granted by the authorities concerned.

II. I have caused the searches in the Office of Sub-Registry of Assurance of Thane from 1983 onwards in respect of the said property and during the course of the searches following documents pertaining to the said property came across and save and except the following documents as mentioned below, no any other registered documents were found pertaining to the said property.

- i) Agreement, dated 15th July, 2011, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/05993/2011, dated 25th July, 2011, executed by M/s.Ravi Developments in favour of M/s.Sanghvi Projects in respect of the said property.
- ii) Irrevocable General Power of Attorney, dated 15th July, 2011, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/05994/2011, dated 25th July, 2011 executed by Shri Jayesh T. Shah and Shri Ketan T. Shah, being the partners of M/s.Ravi Developments in favour of Shri Prithviraj S. Sanghvi and Shri Ramesh S. Sanghvi, being the partners of M/s.Sanghvi Projects in respect of the said property.

III. On the whole from the searches taken in the office of Sub-Registry of Assurance at Thane and also on the basis of documents furnished to me as well as on the basis of information provided to me, I state and certify that subject to the aforesaid title to the land bearing Survey No.225, Hissa No.1 (Part), admeasuring 11950 sq. meters, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation owned by Shri Krishna Bhaskar Vaity, Shri Pandurang Bhaskar Vaity, Smt. Mathurabai Rajaram Kini, Smt. Bhimabai Bhalchandra Kini, Shri Deepak Ramchandra Vaity, Shri Sunil Ramchandra Vaity, Shri Ganesh Ramchandra Vaity, Smt. Hansabai and Smt. Nanubai Prabhakar Kini is clear, marketable and free from all encumbrances.

IV. I state and certify that subject to the aforesaid title to the land bearing Survey No. 89, Hissa No. 1, admeasuring 5210 sq. meters, Survey No. 88, Hissa No. 1, admeasuring 9890 sq. meters, Survey No. 89, Hissa No. 3, admeasuring 4050 sq. meters, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District of Thane, now within the limits of Mira Bhayandar Municipal Corporation owned by Shri Sudam Duka Tare, Ms. Sushila Sudam Tare, Smt. Shankuntala Sudam Tare, Shri Ramesh Sudam Tare, Smt. Usha Janardhan Silukar, Smt. Lata Vasudeo Patil, Shri Gajanan Duka Tare, Ms. Pramila Gajanan Tare, Shri Mukesh Gajanan Tare, Ms. Madhuri Gajanan Tare, Smt. Arunabai Gajanan Tare, Smt. Ramabai Khandu Bhandari, Shri Narhari Damodar Tare, Shri Hemant Narhari Tare, Ms. Revati Narhari Tare, Miss Nita Narhari Tari, Smt. Ranjanabai Narhari Tare, Shri Vinayak Damodar Tare, Smt. Nalini Vijayak Tare and Smt. Jayanti Ramesh Kini is clear, marketable and free from all encumbrances.

V. I hereby state and certify that M/s. Unique Shanti Developers LLP is entitled to construct the buildings in the layout of the land bearing Survey No. 225, Hissa No. 1 (Part), admeasuring 11950 sq. meters, Survey No. 89, Hissa No. 1, admeasuring 5210 sq. meters, Survey No. 88, Hissa No. 1, admeasuring 9890 sq. meters, Survey No. 89, Hissa No. 3, admeasuring 4050 sq. meters, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District of Thane, now within the limits of Mira Bhayandar Municipal Corporation as per the permissions and sanctions granted by the authorities concerned.

Dated : 9th January, 2016.


Advocate