



**P. Hari**  
B. Com. (HONS), LL.B. PGD-HRD, BM., IMP-EX  
**ADVOCATE, HIGH COURT**

**"LEGAL POINT"**

**Certificate of Title**

I am instructed by one M/s. Shree Balaji Foundation, a partnership firm constituted under the provisions of The Indian Partnership Act. 1932, having its place of business at Shop No.11, Emerald Shopping Complex, Parsi Panchayat Road, Andheri (E), Mumbai 400 069, to give my report on title in respect of the property which is described hereunder.

- 1) One Shri. Hari Patil, during his lifetime was the owner of the land bearing **Old Survey No. 559, Hissa No. 1**, admeasuring 7,310 sq. mtrs. situate at, lying and being at Revenue Village Bhayandar, Taluka & District Thane, which is now falling within the local limits of the Mira Bhayandar Municipal Corporation, more particularly described in the **First Schedule** hereunder written, hereinafter referred to as "**The said Entire Land/Property**".
- 2) The said Shri. Hari Patil, died intestate on 24th August, 1987 leaving behind his widow by name Smt. Bhimabai Hari Patil, 5 nos. sons viz: - (1) Shri. Hemant Hari Patil, (2) Shri. Narottam Hari Patil, (3) Shri. Tukaram Hari Patil, (4) Shri. Narayan Hari Patil & (5) Shri. Sujit Hari Patil and 4 nos. daughters viz:- (1) Smt. Kamubai alias Laxmi Kamalakar Patil, (2) Smt. Hirubai Hareshwar Bhoir alias Hirubai Hareshwar Patil, (3) Smt. Savita Suresh Patil & (4) Smt. Anusuya Kiran Gharat as his only heirs and legal representatives entitled to his estates, including the said Entire Land.
- 3) By and vide a Mutation Entry No. 5147, dated 22nd June, 1990, the names of Smt. Bhimabai Hari Patil, Shri. Hemant Hari Patil, Shri.

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Narottam Hari Patil, Shri. Tukaram Hari Patil, Shri. Narayan Hari Patil, Shri. Sujit Hari Patil, Smt. Kamlubai alias Laxmi Kamlakar Patil, Smt. Hirubai Hareshwar Patil, Smt. Savita Suresh Patil, and Smt. Anusuya Kiran Gharat, came to be recorded in 7/12 extract of the said Entire Land being the legal heirs of the said late Shri. Hari Patil.

- 4) The said Shri Tukaram Hari Patil was a bachelor, who died intestate on 13th November, 1995, leaving behind him, his mother by name Smt. Bhimabai Hari Patil, 4 nos. brothers viz:- (1) Shri. Hemant Hari Patil, (2) Shri. Narottam Hari Patil, (3) Shri. Narayan Hari Patil & (4) Shri. Sujit Hari Patil and 4 nos. sisters viz:- (1) Smt. Kamlubai alias Laxmi Kamlakar Patil, (2) Smt. Hirubai Hareshwar Patil, (3) Smt. Savita Suresh Patil & (4) Smt. Anusuya Kiran Gharat, as his only heirs and legal representatives entitled to his estates including his undivided share in the said Entire Land.
- 5) By and vide a Mutation Entry No. 6128, dated 20th November 2005, the names of the said Shri. Tukaram Hari Patil came to be deleted from the 7/12 extract of the said Entire Land.
- 6) In the premises aforesaid, the said Smt. Bhimabai Hari Patil, Shri. Hemant Hari Patil, Shri. Narottam Patil, Shri. Narayan Hari Patil, Shri. Sujit Hari Patil, Smt. Kamlubai alias Laxmi Kamlakar Patil, Smt. Hirubai Hareshwar Patil, Smt. Savita Suresh Patil, and Smt. Anusuya Kiran Gharat, hereinafter referred to as **"The Bhimabai & Others"** became the joint owners of the said Entire Land.
- 7) By and vide a duly registered Agreement For Development, dated 25th April, 2006, (Regn No. TNN-4/4798/2006) the said Bhimabai & Others,







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had granted the development rights in respect of the said Entire Land in favour of one **M/s. Sudama Construction Co.**, a partnership firm, at and on the terms and conditions and for considerations which are more particularly described in the said Agreement For Development dated 25th April 2006.

- 8) In pursuance of the said Agreement For Development dated 25th April 2006, the said Bhimabai & Others had executed a duly registered Irrevocable General Power of Attorney in favour of Shri. Vrajlal Vrandavandas Vora, being one of the partners of M/s. Sudama Construction Co. inter-alia, conferring upon various rights and powers which are more particularly described in the said writing, including rights and powers to re-assign or convey the said Entire Land or any part or portion thereof, in favour of any third party or parties, as the said M/s. Sudama Construction Co. may in its sole discretion deem fit and proper.
- 9) By and vide a duly registered Deed of Conveyance dated 3rd September, 2013 (Regn. No. TNN-7/6722/2013) the said Smt. Bhimabai & Others through their constituted attorney Shri. Vrajlal Vrandavandas Vora with the consent and Confirmation of M/s. Sudama Construction Co. sold, transferred and conveyed their 30% equivalent to 2,193 sq. mtrs in the said Entire Land in favour of one M/s. Salasar Lifespaces LLP, a partnership firm, at and on the terms and conditions and for considerations which are more particularly described in the said Deed of Conveyance dated 3rd Sept. 2013.

- 10) In pursuance to the execution of the said Deed of Conveyance dated 3<sup>rd</sup> September 2013, the said Bhimbai & Others have also made and executed a duly registered General Power of Attorney in favour of the partners of the abovesaid M/s. Salasar Lifespaces LLP, inter-alia, conferring various rights, powers and privileges which are more particularly described in the said writing, including rights and powers to convey their 30% share and rights in the said Entire Land in favour of any third party or parties, as the said M/s. Salasar Lifespaces LLP. may in its sole discretion may deem fit and proper.
- 11) By and vide another duly registered Deed of Conveyance, dated 27th December, 2013, (Regn. No. TNN-7 96/2014) the said Smt. Bhimabai & Others Gharat through their constituted attorney Shri. Vrajlal Vrandavandas Vora with the consent and confirmation of M/s. Sudama Construction Co. sold and conveyed their 20% equivalent to 1,462 sq. mtrs. in the said Entire Land in favour of abovesaid M/s. Salasar Lifespaces LLP, a partnership firm, at and on the terms and conditions and for considerations which are more particularly described in the said Deed of Conveyance dated 27th December 2013.
- 12) In pursuance to the execution of the said Deed of Conveyance dated 27th December 2013, the said Bhimbai & Others have also made and executed a duly registered General Power of Attorney in favour of the partners of the abovesaid M/s. Salasar Lifespaces LLP, inter-alia, conferring various rights, powers and privileges which are more particularly described in the said writing, including rights and powers to convey their 20% share and rights in the said Entire Land in favour of any third party or parties, as the said M/s. Salasar Lifespaces LLP. may in its sole discretion may deem fit and proper.





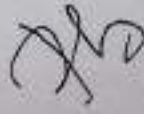


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- 13) By and vide another duly registered Deed of Conveyance, dated 3rd December, 2013, (Regn. No. TNN-7 51/2014) the said Smt. Bhimabai & Others Gharat through their constituted attorney Shri. Vrajlal Vrandavandas Vora with the consent and confirmation of M/s. Sudama Construction Co. sold and conveyed their 50% equivalent to 3,655 sq. mtrs in the said Entire Land in favour of abovesaid M/s. Salasar Lifespaces LLP, a partnership firm, at and on the terms and conditions and for considerations which are more particularly described in the said Deed of Conveyance dated 3rd December 2013.
- 14) In pursuance to the execution of the said Deed of Conveyance dated 3rd December 2013, the said Bhimbai & Others have also made and executed a duly registered General Power of Attorney in favour of the partners of the abovesaid M/s. Salasar Lifespaces LLP, inter-alia, conferring various rights, powers and privileges which are more particularly described in the said writing, including rights and powers to convey their 50% share and rights in the said Entire Land in favour of any third party or parties, as the said M/s. Salasar Lifespaces LLP. may in its sole discretion may deem fit and proper.
- 15) In the premises as aforesaid, the abovesaid M/s. Salasar Lifespaces LLP. become absolute owners of the said Entire Land.
- 16) By and vide a duly registered Agreement For Development dated 18th February 2015 (Regn. No. TNN10-2573-2015) the abovesaid M/s. Salasar Lifespaces LLP, has assigned the development rights of a portion of the said Entire Land, admeasuring 2,066.67 sq. mtrs. being Plot A,

which is more particularly described in the **Second Schedule** written hereunder, hereinafter referred to as "**The Said Land**" in favour of the abovesaid M/s. Shree Balaji Foundation, at and on the terms and conditions and for considerations, which are more particularly described in the said Agreement For Development dated 18th February 2015.

- 17) Subsequently, the abovesaid M/s. Salasar Lifespaces LLP got the development of the Said Land by and vide an order bearing No. MBMC/NR/3027/2014-15 dated 16th January 2015, of Mira Bhayandar Municipal Corporation of a building to be constructed on the Said Land.
- 18) As per the prevailing Development Rules of Mira Bhayandar Municipal Corporation, there was scope for further entitlement of F.S.I. in the Said Land by use of permissible TDR and upon loading of TDR on the Said Land, there shall be total F.S.I. of 52,057 sq. feet. which shall include balcony, staircase, lift and CB, which is more particularly described in the **Third Schedule** written hereunder, hereinafter referred to as "**The Said F.S.I.**".
- 19) Accordingly, by and vide a Supplementary Agreement dated 9th March 2015, instead of assignment of the development rights of the Said Land, the abovesaid M/s. Salasar Lifespaces LLP has assigned the Said F.S.I. in favour of the abovesaid M/s. Shree Balaji Foundation, for additional considerations, which are more particularly described in the said Supplementary Agreement dated 9th March 2015.
- 20) In the premises, as aforesaid, the abovesaid M/s. Shree Balaji Foundation, become entitled to the Said F.S.I.







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- 21) Upon the perusal of the abovesaid writings, in my opinion, the title of the building to be constructed on the Said Land with Said F.S.I after loading of the permissible TDR and which is more particularly described in the Third Schedule written hereunder, is clear and marketable and free from all encumbrances of whatsoever nature.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO**

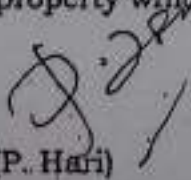
**ALL THAT PIECES** and parcels of land or ground bearing **Old Survey No. 559, Hissa No. 1**, admeasuring 7,310 sq. mtrs. situate at, lying and being at Revenue Village Bhayandar, Taluka & District Thane, which is now falling within the local limits of the Mira Bhayandar Municipal Corporation.

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO**

Plot A admeasuring 2,066.67 sq. mtrs and forming part or portion of the larger property which is more particularly described in the First Schedule written hereinabove.

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO**

An F.S.I. of 52,057 sq. feet after loading of permissible TDR including areas of balcony, staircase, lifts and CB of a building to be constructed on the portion of property which is described in the Second Schedule written hereinabove.

  
(P. Hari)

Advocate, High Court, Bombay.

21<sup>st</sup> April 2015.

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