## S. P. SINGH VIKAS SINGH V. P. SINGH

**ADVOCATES HIGH COURT** 

Tel.: 2897 8981 Markande Niwas, H. T. Road. Kajupada, Borivali (E), Mumbai - 400 066. vedprakashsingh7@yahoo.com

# TITLE CERTIFICATE

# TO WHOM IT MAY CONCERN:

THIS IS TO CERTIFY that we have taken the search, scrutinize the documents and investigated the title of the pieces and parcels of lands properties described in Table Below:-

Property Old	N. T.		
	New	Hiss	Sq.
Survey	Survey	No.	Meters
No.	No.		
30	127		
	121	1	9753
30	127	3	530
	Survey No.	Survey Survey No. No. 30 127	Survey         Survey         No.           No.         No.           30         127           1         1

All of Revenue Village MIRA, Taluka & District Thane, Registration District & Sub-District of Thane, hereinafter collectively referred to as "the said property" and we have found the records of the said property in the following manner;

#### 1st property:-

THAT the pieces or parcels of lands property bearing Old i. Survey No. 30, corresponding New Survey No. 127, Hissa No. 1, admeasuring about H-1, R-15 and Prati 1, i.e. equivalent to 11510 Sq. Meters, situate, lying and being at Village MIRA, Taluka & Dist. Thane, in the Registration District & Sub-District at Thane and now within the limits of Mira Bhayander Municipal Corporation, hereinafter referred to as "the said Entire 1st property/lands", originally belonged to Smt. Janabai Waman Raut as owner.

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ii. THAT the said Smt. Janabai Waman Raut by a Deed of Conveyance dated 27/02/1953 sold, assigned and transferred the said entire 1st property to Shri Karunakar Krushna Nambiyar and thereby the name of Shri Karunakar Krushna Nambiyar was Recorded in the Land Record i.e. 7/12 extract as owner.

THE SAID OWNER Shri Karunakar Krushna Nambiyar died iii. on 12/11/1970 leaving behind him his widow (1) Smt. Leelabai Karunakar Nambiyar and heirs namely; 5 Sons (2) Shri Vasudev Karunakar Nambiyar, (3) Shri Damodar Karunakar Nambiyar, Shri Balkrishna Karunakar (4) Nambiyar, (5) Shri Anand Karunakar Nambiyar, (6) Shri Shambhu Karunakar Nambiyar (Since Deceased) and a Married Daughter (7) Laxmi Karunakar Nambiyar Aka Mrs. Sadhana Vinayak Surve, who are jointly entitled for the estates and properties of the deceased, individually each of the co-owner is entitled for the 1/7th undivided share in the said entire 1st property. The one of the co-owners Shri Shambhu Karunakar Nambiyar died on 31/12/1982 leaving behind him his heirs namely: (1) Shri Shashank Shambhu Nambiyar (son), (2) Smt. Lata Ajay Chonkar (married daughter), (3) Smt. Rajshree Nee Darshita Deepak Amburle (married daughter), (4) Smt. Vijaya Jogesh Apte (married daughter), who are jointly entitled for the 1/7th undivided share of the deceased in the said entire 1st property. Accordingly the names of the deceased were deleted from the Land Records and the names of their heirs entered on the 7/12 extract of the said entire 1st property as owners.

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- iv. THAT all the 7 Co-owners by various Agreement for Development and General Power of Attorney have agreed to sell, assign and transfer the said entire 1st property alongwith its development rights to and in favour of (1) Shri Deepak K. Ambani and (2) Shri Mahesh A. Naik partners of M/s. Sai Shraddha Enterprises are described hereunder;
- (a) The Co-owner Smt. Leelabai Karunakar Nambiyar executed an Agreement for Development and a General Power of Attorney both dated 24/08/2006 and ANOTHER Co-owner Shri Vasudeo Karunakar Nambiyar executed an Agreement for Development and General Power of Attorney both dated 24/08/2006 to and in favour of (1) Shri Deepak K. Ambani and (2) Shri Mahesh A. Naik in respect of the said entire 1st property.
- (b) The Co-owners of 2/7th undivided share in the said entire 1st property i.e. Smt. Leelabai Karunakar Nambiyar and Shri Vasudeo Karunakar Nambiyar jointly executed an Agreement for Development dated 15/09/2007 duly registered under Doc. No.TNN-10/07812/2007 dated 05/09/2007 and an Irrevocable General Power of Attorney dated 05/09/2007 duly registered under Doc. No.TNN-10/07813/2007 dated 05/09/2007 to and in favour of M/s. Sai Shraddha Enterprises in respect of the said entire 1st property.
- (c) THAT the Co-owners of 5/7th undivided share in the said entire 1st property i.e. Shri Damodar Karunakar Nambiyar & 5 Others, all jointly alongwith their kin and next of kin mentioned therein executed an Agreement for Development dated 25/02/2008 duly Registered under Doc. No.TNN-

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4/1934/2008 dated 16/06/2008 and a General Power of Attorney dated 25/02/2008 duly registered under Doc. No.TNN-4/1935/2008 dated 16/06/2008 to and in favour of M/s. Sai Shraddha Enterprises through its partners: (1) Shri Deepak K. Ambani and (2) Shri Mahesh A. Naik in respect of the said entire 1st property.

- (d) In part performance of the said Agreements all the co-owners Smt. Leelabai Karunakar Nambiyar and Shri Vasudeo Karunakar Nambiyar, Shri Damodar Karunakar Nambiyar and 5 Others have handed over the peaceful and vacant possession of their respective share in the said entire 1st property to M/s. Sai Shraddha Enterprises, free from all encumbrances, claims and demands.
- THAT the said M/s. Sai Shraddha Enterprises has prepared a ٧. single layout for development of the said entire 1st property consisting of several buildings to be developed in Phases. However as per the Development Plan of Mira Bhayander the said entire 1st property which is admeasuring 11510 Sq. Meters is divided in 2 parts by D. P. Road passing through the said entire 1st property, being Plot-'A' and Plot-'B' being a natural sub-division. The Plot-B' admeasuring 807 Sq. Meters. The Plot-'A' admeasuring 9351 Sq. Meters excluding Road area is constituted as a final plot for development. Accordingly M/s. Sai Shraddha Enterprises through its Architect prepared a development plan of Plot-'A' and submitted the said plan to Mira Bhayander Municipal Corporation (MBMC) and accordingly obtained the sanctions and approvals for its development from MBMC.

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vi. THIS IS TO CERTIFY THAT the said M/s. Sai Shraddha Enterprises, after acquiring the sanctions and approvals from MBMC for development of executed an Agreement for Sale of Development Right dated 04/06/2008 and an Irrevocable General Power of Attorney and registered under a Deed of Confirmation dated 24/02/2010 vide Registration No. TNN-4/01860/2010 dated 24/02/2010 in favour of M/s. A.C. Cube & Co. on development basis on the terms and conditions mentioned therein. In further development M/s. Sai Shraddha Enterprises and M/s. A.C. Cube & Co. jointly entered into a Supplementary Agreement dated 31/05/2016 duly registered under Doc. No.TNN-10/7540/2016 and thereby modified the terms and conditions for development of the said entire property.

vii. THIS IS TO PLACE ON RECORD that The Estate Investment Company Pvt. Ltd. by a Release Deed dated 06/06/2018 duly registered under Doc. No. TNN-4/5582/2018 released, relinquished and have given up all their rights, title and interests in respect of the said entire property to and in favour of M/s. A.C. Cube & Co. for the considerations as mentioned therein.

viii. The said M/s. A.C. Cube & Co. have commenced the development work on the part of the said entire 1st property as per the sanctioned plan and have carried out the development and construction of Building No.1 known as "Aditya" Apartment on the part of the said entire 1st property.

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#### 2nd Property:-

- The pieces or parcels of lands property bearing Old Survey No.30, New Survey No.127, Hissa No.3, admeasuring 5.3 Guntha or equivalent to 530 sq. meters or thereabouts, of Village MIRA, Taluka and District Thane, within the limits of Mira Bhayander Municipal Corporation, in the Registration District and Sub-District of Thane, (hereinafter referred to as "THE SAID 2<sup>nd</sup> PROPERTY"), which originally belonged to Shri Moreshwar Daji Patil, Shri Harishchandra Daji Patil, Smt. Jankibai Kashinath Patil, Shri Laxman Kashinath Patil, Smt. Champabai Tikaram Patil, Smt. Jayanti Bhalchandra Bhoir, Smt. Vanita Narayan Patil, Master Jayendra Kashinath Patil, and Ms. Bhanu Kashinath Patil by way of inheritance. The partition was carried out amongst the abovenamed and the said 2nd property came to the share of Shri Harishchandra Daji Patil and accordingly, by Mutation Entry No. 1134, dated 30/04/1976, the name of Shri Harishchandra Daji Patil was recorded in the 7/12 extract of the said 2nd property as the owner thereof.
- x. THAT the said Shri Harishchandra Daji Patil, who died intestate on 05/10/1995 leaving behind him 3 sons namely Shri Janardan Harishchandra Patil, Shri Suresh Harishchandra Patil and Shri Ramnath H. Patil. Shri Ramnath H. Patil expired on 25/09/1984 leaving behind him his Widow Smt. Bhamini Ramnath Patil and his heirs namely; (a) Smt. Ranjana Ramnath Patil, (b) Smt. Purnima Nandkumar Patil, (c) Smt. Hemangi Ramnath Patil, as his heirs and legal

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representatives entitled to the estate of the deceased including the said  $2^{nd}$  property.

- xi. THAT the said owners Shri Janaradan Harishchandra Patil & Others all jointly, by an Agreement dated 25/05/2010, duly registered under Sr. No. TNN-4/05614/2010, dated 03/06/2010, have agreed to sell, assign and transfer the said 2<sup>nd</sup> property to M/s. Dimple Constructions. Simultaneously the said Shri Janaradan Harishchandra Patil & Others had also executed a General Power of Attorney dated 25/05/2010, duly registered under Sr. No. TNN-4/05615/2010, dated 03/06/2010 in favour of M/s. Dimple Constructions with full powers and authority to sell the said <sup>2nd</sup> property.
- xii. IN FURTHER DEVELOPMENT, by a Conveyance dated 30/07/2010 registered under Sr. No.TNN-4/7322/2010 dated 30/07/2010 the said Owners Shri Janaradan Harishchandra Patil & Others, as Vendors therein and thereby sold, assigned, transferred, conveyed and handed over the possession of the said 2<sup>nd</sup> property to and in favour of M/s. A. C. Cube & Co. for the consideration price as mentioned therein. M/s. Dimple Constructions as being the Confirming Party therein had released and relinquished all their rights, title and interests in respect of the said 2<sup>nd</sup> property to and in favour of M/s. A.C. Cube & Co. and thereby also confirmed the sale of the said 2<sup>nd</sup> property in favour of M/s. A.C. Cube & Co. herein for the considerations as mentioned therein.
- xiii. THIS IS TO PLACE ON RECORD that The Estate Investment Company Pvt. Ltd. by a Release Deed dated 02/02/2018 duly registered under Doc. No. TNN-4/2914/2018 dated

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27/04/2018 released, relinquished and have given up all their rights, title and interests in respect of the said  $2^{nd}$  property to and in favour of M/s. A.C. Cube & Co. for the considerations as mentioned therein.

- xiv. IN THE MANNER AFORESAID M/s. A.C. Cube & Co. after purchasing and acquiring the said 2<sup>nd</sup> property have amalgamated the same with the said entire 1<sup>st</sup> property for its development. M/s. A.C. Cube & Co. have developed and constructed one more Building No.3, known as "Chaitanya Heights" on the part of the said properties.
- xv. THIS IS TO CERTIFY THAT the said M/s. A.C. Cube & Co. by a Conveyance dated 21/08/2018 duly registered under Doc. No.TNN-12/9177/2018 dated 21/08/2018 sold, assigned, transferred, conveyed and handed over the said 2<sup>nd</sup> property alongwith all its sanctions, permissions, approvals and development rights to M/s. RAJ AKSHAY for the considerations mentioned therein. The said M/s. A.C. Cube & Co. has handed over peaceful and vacant possession of the said property to M/s. RAJ AKSHAY.
- xvi. THIS IS TO CERTIFY THAT the said Owners Shri Damodar Nambiyar, M/s. Sai Shraddha Enterprises and M/s. A. C. Cube & Co. have jointly by a Conveyance dated 21/08/2018 duly registered under Doc. No.TNN-12/9179/2018 dated 21/08/2018 sold, assigned, transferred, conveyed and handed over Plot-'A' admeasuring 9351 Sq. Meters + 402 Sq. Meters of plot B (garden reservation) in aggregate admeasuring 9753 Sq. Meters out of forming the said 1st property alongwith all its sanctions, permissions, approvals and development rights to

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and in favour of M/s. RAJ AKSHAY the consideration price as mentioned therein. The said Owners Shri Damodar Nambiyar, M/s. Sai Shraddha Enterprises and M/s. A. C. Cube & Co. have also handed over the peaceful and vacant possession of the said 1st property to M/s. RAJ AKSHAY.

xvii. The said M/s. RAJ ASKSHAY is seized, possessed and/or well and sufficiently entitled for the pieces or parcels of the said 1st property and the said 2nd property, hereinafter collectively called as "the said properties".

FROM the Revenue records, searches and documents placed before us and duly verified, examined and investigated by us, we hereby CERTIFY that prior to execution of Conveyance as mentioned above the title of the Owners as named hereinabove in respect of the said properties were clear, marketable and free from all encumbrances.

THUS pursuant to the execution of conveyance as referred above in favour of M/s. RAJ AKSHAY as within mentioned, the said M/s. RAJ AKSHAY is the absolute owner of the said properties free from all encumbrances.

Place: BHAYANDER.

Date: 28/11/2018.

(S. P. Singh) Advocate, High Court