



SAFFRON LAW FIRM

● CIVIL ● CRIMINAL ● SOCIETY ● FAMILY ● AND ALL KIND OF LEGAL MATTERS

Mob.: 9323287888 / 9323788720 / 9769104133 / 9899330069 Tel.: 022-28126752 Fax: 022-28126752

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY THAT, I have investigated the title of the land bearing bearing Survey No. 111, Hissa No. 1/2, admeasuring at about 885 out of the total 2870 sq. Mtrs. Area lying and being at Village, Ghodbunder, Registration District and Sub-District Thane, within the limits of Mira Bhayander Municipal Corporation, (hereinafter referred to as said 'land parcel') owned by M/s. Seven Eleven Construction Pvt. Ltd. have to state as under:-

1. Originally, one Shri Kashinath Jaur Patil was the absolute owner, seized and possessed of and otherwise well and sufficiently entitled inter-alia to all that piece or parcel of land situated, lying and being at Revenue Village of Ghodbunder, Registration District and Sub-District Thane, within the limits of Mira Bhayander Municipal Corporation, bearing Survey No. 111, Hissa No. 1/2, admeasuring at about 885 out of the total 2870 sq. Mtrs. (hereinafter referred to as "the said land")
2. Kashinath Jaur Patil died in 1961, leaving behind him his widow, viz. Smt. Manikubai and his son Premnath and married daughter Laxmbai and Chandrabhaga. After marriage of these two daughters the said land was in possession of



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deceased's wife Smt. Manikubai and son Premnath. The said land was sold by Manikubai and Premnath to one Shri Harishchandra Manik Patil vide registered sale deed dated 01/02/1974 for the consideration and on the terms and conditions mentioned therein and the said Purchaser was placed in possession inter-alia of the said land. Vide ME 1219 the name of Harishchandra Manik Patil was inserted in records of rights as owner and physical possession inter-alia of the said land. The Purchaser of the said land Shri Harishchandra Manik Patil found the names of above two married daughters entered on the records of rights as co-owners thereof vide ME1268 and ultimately filed Regular Civil Suit No. 801/1995 in the Court of Civil Judge, (J.D.) Thane against Shri Premnath Kashinath Patil & Ors. On or before institution of the above RCS 801/1995, Shri Harishchandra Manik Patil learnt that one of the married daughter Smt Laxmibai Madhukar Patil & Ors., has executed an Agreement to Sale cum Development dated 6/10/1989 in favour of one Shri Pradeep Mahadev Patil entrusting development rights inter-alia of the said land on the terms and conditions mentioned therein. Under the aforesaid circumstances Plaintiff in above suit has



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also impleaded as said Shri Pradeep Mahadev Patil as party defendant and sought a declaration against him. Smt. Laxmibai Madhukar Patil as party defendant no. 2 in the above suit has filed the counter claim for cancellation of Sale Deed dated 1/2/1974 and the said counter claim was ultimately rejected.

3. Eventually Vide Judgement and Decree dated 02/05/2009, the Hon'ble Court of 9th Joint Civil Judge, J.D. Thane declared the Plaintiff therein Shri. Harishchandra Manik Patil as absolute owner and in possession inter-alia of the said land in terms of registered Sale Deed dated 1/2/1974. Being aggrieved by the said Judgement and Decree dated 2/5/2009 Smt. Laxmibai Madhukar Patil & Ors. have filed two Civil Appeals bearing No. 64/2009 and 72/2009 respectively against the decree in the above suit and rejection of their counter-claim. Laxmibai Madhukar Patil and Pradeep Mahadev Patil during the pendency of Suit No. 801/1995 executed registered agreement dated 15/4/2006 in favour of Kasam Mohammad Sheikh and thereby entrusted all and whatever rights, titles and interest that they had claimed inter-alia in the said land



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to and in favour of said Kasam Mohammad Shekh. Prior to the decision in Suit No. 601/1995 Laxmibai Madhukar Patil, Pradeep Mahadev Patil and Kasam Mohammad Shekh have executed registered Agreement dated 12/1/2009 thereby agreed to transfer, assign and alienate the rights, title and interest and share which all of them have claimed inter-alia in the said land to M/s. RNA Corp Private Limited, Purchaser therein on the terms, conditions and consideration mentioned therein. During the pendency of the aforesaid Civil Appeal No. 64/2009 and 72/2009, M/s. RNA Corp Pvt. Ltd., the purchaser approached Smt. Harishchandra Manik Patil, on the basis of registered agreement dated 12/01/2009 pointing out that he had already agreed to acquired whatever rights, title and interest of the Smt. Laxmibai Madhukar Patil and the person claiming through all under her i.e. Smt. Pradeep Mahadev Patil and Kasam Mohammed Shaikh on the terms, conditions and consideration mentioned therein. After protracted negotiation between the purchaser M/s. RNA Corp, Pvt. Ltd. And Mr. Harishchandra Manik Patil, the said Mr. Patil as a vendor and owner inter-alia of the said land agreed to sale, transfer, alienate and assign the said land to the



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purchaser M/S. RNA Corp. Pvt. Ltd. In terms of registered Deed of Conveyance dated 08/09/2011 on terms, conditions and consideration mentioned therein. Further the family members of the said vendor Mr. Patil have also signed as confirming party no. 4, the said conveyance in favour of the said purchaser confirming and rectifying the said sale inter-alia of the said land by the vendor in the favour of the purchaser therein. The vendor, Mr. Harishchandra Manik Patil, the confirming party No. 1, Laxmital Madhukar Patil, the confirming party No. 2, Pradeep Mahadev Patil, confirming Party No.3, Kasam Mohanmmed Shaikh and confirming party No.4, the family members of the vendors have collectively agreed to sale, transfer and alienate inter-alia the said property against the full consideration paid by the purchaser to each one of them and therefore the dispute among them has automatically come to an end. The vendor Mr. Patil and confirming party no. 1 Laxmital Madhukar Patil have filed the consent term in pending Civil Appeal No. 64/2009 and thereby they have clearly and unequivocally surrendered to the decree in regular civil suit no. 801/1995 which has attained finality. In the premises aforesaid, all the parties namely Mr.



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Harishchandra Manku Patil as vendor, Smt. Laxmibai Madhukar Patil as confirming party No. 1, Shri Pradeep Mahadev Patil as confirming Party no. 2, Shri Kasam Mohammed Shaikh as confirming party No. 3, Smt. Droupadi Harishchandra Patil and others being the family members of the vendors therein as confirming party no. 4, collectively sold, transferred and assigned whatever rights they have inter-alia in the said land in the purchaser therein, M/s. RNA Corp. Pvt Ltd. In terms of the registered Deed of Conveyance dated 08/09/2011 registered with Sub-registrar of Assurance, under no. TNN4-07118-2011 dated 08/09/2011 on the terms, condition and consideration mentioned therein. Under the aforesaid circumstances, the purchaser therein M/s. RNA Corp Pvt Ltd. As owner seized and possessed of and otherwise well and sufficiently inter-alia entitled to the said land bearing Survey No. 111, Hissa No. 1/2; admeasuring at about 886 out of the total 2879 sq. Mtrs. Mentioned above.

4. There are certain Revenue Proceedings pending against RNA Corp Private Limited. I have noted the gist of the matters in concise manner:



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After death of Shri Kashinath Patil and after heirship enquiry the names of his heirs viz Son Premnath Kashinath Patil & Ors., which inter-alia includes the name of Nirmala Shankar Patil were recorded as heir of all properties of the deceased inter-alia of the said Land. Mr. Premnath Kashinath Patil, the son of late Mr. Kashinath Patil has objected to the recording the name of one Nirmala Shankar Patil claiming to be the daughter of late Kashinath Patil and had filed complain bearing no. SR NO. 23/2010 before the Tahsildar, Thane challenging the recording of ME NO. 1926/ dated 4/12/2009 inter-alia recording the name of Nirmala Shankar Patil as heir. After hearing the Tahsildar vide his order dated 27/07/2010 has rejected the recording of ME NO. 1926. BEING AGGRIEVED BY THE SAID ORDER DATED 27/07/2010, Nirmala Shankar Patil has preferred an appeal bearing no. 193/2010 before the Sub-Divisional Officer (SDO) Thane. After hearing, the SDO vide his order dated 21/10/2011 has inter-alia rejected the appeal of appellant Nirmala Shankar Patil. Being further aggrieved SDO order dated 21/10/2011 Nirmala Shankar Patil filed further appeal before Deputy



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Collector, Thane being appeal no. 4/13. After hearing the Deputy Collector, Thane vide his order dated 15/02/2014 rejected the appeal of the appellant Nirmala Shankar Patil. Being further aggrieved by the said order dated 15/02/2014 Nirmala preferred an appeal before the Additional Commissioner, Konkan Division Mumbai. The Additional Commissioner, Konkan Division, Mumbai vide his order dated 29/05/2015 inter alia allowed the appeal of the appellant Nirmala Shankar Patil. M/s. RNA Corp Pvt. Ltd. Aggrieved by the order dated 29/05/2015 being the vendor herein and the purchaser therein inter-alia of the said land in terms of the registered conveyance dated 18/05/2011 has challenged the aforesaid order dated 29/05/2015 by filing an appeal before the Revenue Minister, Maharashtra State, Mumbai in appeal no. 1000. Vide order dated 27/08/2015 the Hon'ble Revenue Minister has allowed the appeal of the appellant M/s. RNA Corp. Pvt. Ltd. And granted stay against order dated 29/05/2015 in RTS 330/2014 Passed by Additional Commissioner, Konkan Division. The said appeal is now pending before Hon'ble Revenue Minister. The said Nirmala Shankar Patil has also filed a suit No. 632 of 2012 in the



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Court of Civil Judge. (S.D.) Thane, against Smt. Laxmibai Radhakar Patil & Ors., claiming ownership and possession of inter-alia the said land and other reliefs as prayed therein. The said suit is pending.

5. Upon the request of prospective Purchaser, M/s. Seven Eleven Construction Private Limited, RNA Corp Private Limited has provided to the said prospective Purchaser the copies of the documents relating to the title of the RNA Corp Private Limited, and proceedings of papers in the aforesaid Civil Suit and Revenue proceedings with respect to the said land parcel and answered all queries relating thereto. The said prospective Purchaser has gone through the above papers and proceedings before entering in to this agreement and other related documents and satisfied about the title of RNA Corp Private Limited title and possession to the said land and thereafter agreed to purchase the said land from RNA Corp Private Limited on "as is where is and as is what is basis", on the terms, conditions and an adequate consideration. The said prospective Purchaser further declares and confirms that he shall not raise any dispute / difference as regards RNA



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Corp Private Limited title to the said land and / or possessions thereof in future.

6. The search are taken by Mr. P. Nigam on 25.09.2015 in the office of Sub-Registrar of Assurance at Thane bearing its receipt no. 15951.

7. By an Agreement for Sale dated 11.02.2016 executed by M/s. RNA Corp Pvt. Ltd. being a Vendor had sale, transfer, assign the said property to M/s. Seven Eleven Construction Pvt. Ltd. for the consideration mentioned therein which is registered in the office of Sub-Registrar of Thane bearing its Document No. TNV 10-2342-2016 and receipt No. 2693.

8. In pursuance of the said Agreement for Sale dt. 11.02.2016, the said M/s. RNA Corp Pvt. Ltd. had also executed a Irrevocable Power of Attorney dated 11.02.2016 registered in the office of Sub-Registrar of Assurance at Thane bearing its document no. TNV10-2344-2016 in favour of purchaser conforming upon them several powers inter-alia power to sale the properties.

9. By Deed of Conveyance dt. 11.02.2016 entered and executed between M/s. RNA Corp Pvt. Ltd. being the Vendors of the First Part and M/s. Seven Eleven Construction Pvt. Ltd. being the purchaser of the second Part, for Selling, transferring, conveying and assigning all that piece and parcel of the land bearing Survey No. 111, Hissa No. V₂, admeasuring at about 886 out of the total 2870 sq. Mtrs. Area lying and being at



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Village, Ghodbunder, Registration District and Sub-District Thane, within the limits of Mira Bhayandar Municipal Corporation, for adequate consideration and on the terms and conditions therein. The said Deed of Conveyance dated 11.02.2016 is registered with the office of Sub-Registrar of Assurance Thane-10 under Serial No. THN10-2343-2016 bearing its Receipt no. 2694.

10. In the aforesaid premise on the basis of the document furnished to me as well as the information provided to me I hereby state and certify that the title to the said land bearing Survey No. 111, Hissa No. 1/1, admeasuring at about 886 out of the total 2870 sq. Mtrs. Area lying and being at Village, Ghodbunder, Registration District and Sub-District Thane, within the limits of Mira Bhayandar Municipal Corporation is owned by M/s. Seven Eleven Construction Pvt. Ltd. And is clear, marketable and free from all encumbrances.

Dated : 01.02.2017

Advocate

ARTI K. KUMAR

Advocate Maharashtra (1990 & 1994)
Enrollment No. 5816-P/99.



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TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY THAT, I have investigated the title of the land bearing Survey No. 112, Hissa No. 1 admeasuring 1340 sq.mtrs. i.e. equivalent to 1602.64 Sq. Yds. Area lying and being at village Ghodbunder, registration District and Sub-District Thane, within the limits of Mira Bhayander Municipal Corporation, (hereinafter referred to as said 'land parcel') owned by M/s. Seven Eleven Construction Pvt. Ltd. have to state as under:-

1. Originally, one Shri Balkrishna Padman Shoir were the absolute Owner's and well possessed seized entitle to all those piece and parcels of land situate at and lying at village Ghodbunder, Taluka & District Thane bearing Survey No. 112, Hissa No. 1 admeasuring 1340 sq.mtrs. equivalent to 1602.64 sq.yds. or thereabout.
2. One late Shri. Mukund Valkya Tare was occupying the said property and was protected tenant under the provision of Bombay Tenancy and Agricultural land Acts, 1948 on the appointed date. The said Shri. Mukund Valkya Tare died intestate on 10/09/1968, leaving behind his daughter by named Smt. Savitribai Shiniwar Kini as his only heir and legal representative entitled to the estate of the deceased including the said land parcel. The said Smt. Savitribai Shiniwaras Kini died intestate on 10/09/1968, leaving behind her son by name Shri. Anant Shiniwar Kini as her heir and legal representative entitled to the estate of the deceased including the said Land Parcel. The said Shri Anant Shiniwar Kini died intestate on 27/07/1975, leaving behind his widow by name



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Smt. Ramabai Anant Kini, four sons namely 1) Shri Laxman Anant Kini 2) Shri. Krishna Anant Kini, 3) Shri. Nagesh Anant Kini and 4) Shri. Balchandra Anant Kini and two married daughters namely 1) Smt. Chadrakala Sower Koli and 2) Smt. Bhamini Anant Kini as his heirs and legal representatives entitled to the estate of the deceased including the said land parcel.

3. In the circumstances, Smt. Ramabai Anant Kini and 18 others (the legal heirs and legal representatives of the Kini family) became the owners (being the deemed purchasers under the provisions of Bombay Tenancy and Agricultural Land Act 1948) of the said 'land parcel' and every part thereof with the right to deal with or dispose of the same. Subject to the Ownership of the said the legal heirs and legal representatives of the Kini family and subject to acquire the said 'land parcel' under Section 32g of the Bombay Tenancy and agricultural Land Act 1948, the legal heirs and legal representatives of the Kini family have clear and marketable title free from all encumbrances to the said 'land parcel' and every part thereof and there are no outstanding estate or effects by way of lease, lien, charge, inheritance, mortgage or otherwise however outstanding in respect of the said 'land parcel' or any part thereof in any manner whatsoever.

4. By and under Agreement for sale dated 26.09.2012 entered and executed between the legal heirs and legal representatives of the Kini family as the Vendors and Mr. Jordan Pereira as the purchaser of the said land parcel for the sale of the said land parcel in favour of Mr. Jordan Pereira on the payment of



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adequate consideration amount. The said agreement for Sale is Registered with the office of Sub Register of Assurances Thane, under Sr. No. TNN7-06712-2012 dated 26.09.2012. Simultaneously, with the execution of the said Agreement for Sale dated 26th September 2012. The Vendors therein also executed and irrevocable General Power of Attorney dated 26th September 2012 and the same is Registered with the office of Sub Register of Assurances at Thane under Sr. No. TNN7-06713-2012 dated 26th September 2012.

5. By and Under a Deed of Conveyance dated 6th August 2014, entered and executed between Romabai Anant Kini and 18 others (the legal heirs and legal parcel in favour of Mr. Jordan Pereira. The said deed of conveyance is Registered with the office of Sub register of Assurances Thane-7 under Sr. no. TNN7-6202-2014 dated 06.08.2014.
6. By and Under the Deed of Exchange dated 05.02.2016 entered and executed between Mr. Jordan Pereira being the Transferor and M/s. RNA corp. Pvt. Ltd., (formerly known as RNA Builders (A.A)) being then Transferee where by Mr. Jordan Pereira transferred and exchanged the said land parcel bearing no. Survey No. 112, Hissa No. 1 admeasuring 1340 sq. mtrs. i.e. equivalent to 1602.64 Sq. yds. Area lying and being at village Ghodbunder, Registration District and Sub -District Thane, within the limits of Mira bhayandar Municipal Corporation, in favour of M/s. RNA Corp. Pvt. Ltd. And on the terms and conditions mentioned therein. The said Deed of Exchange dated 05/02/2016 is Registered with the office of Sub Register



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of Assurances Thane-10 under Sr. no. 2039-2016 Dated 05/02/2016.

7. I have peruse the Revenue records showing the mutation entry no. 2619 recording the details of the Deed of Conveyance dated 06.08.2014 with respect to the land parcel bearing no. survey No. 112, Hissa No.1 admeasuring 1340 sq. mtrs. i.e. equivalent to 1602.64 sq.yds. area lying and being at Village Ghodhunder, Registration District and Sub-District Thane, in favour of Mr. Jordan S. Pereira.
8. The search are taken by Mr. P. Nikam on 25.09.2015 in the office of Sub- Registrar of Assurance at Thane bearing its receipt no. 8241.
9. By an Agreement for Sale dated 11.02.2016 executed by M/s. RNA Corp Pvt. Ltd. being a Vendor & Mr. Jordan Pereira as a confirming party have sale, transfer, assign the said property to M/s. Seven Eleven Construction Pvt. Ltd. for the consideration mentioned therein which is registered in the office of Sub Registrar of Thane bearing its Document No. TNN 10-2332-2016 and receipt No. 2682.
10. In pursuance of the said Agreement for Sale dt. 11.02.2016, the said RNA Corp Pvt. Ltd. being a Vendor & Mr. Jordan Pereira as a confirming party have also executed a Irrevocable Power of Attorney dated 11.02.2016 registered in the office of Sub-Registrar of Assurance at Thane bearing its document no. TNN10-2334-2016 in favour of purchaser conforming upon them several powers inter-alia power to sale the properties.



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11. By Deed of Conveyance dt. 11.02.2016 entered and executed between RNA Corp Pvt. Ltd. being a Vendor & Mr. Jorden Pareira as a confirming party and M/s. Seven Eleven Construction Pvt. Ltd. being the purchaser, for Selling, transferring, conveying and assigning all that piece and parcel of the land bearing Survey No. 112, Hissa No. 1 admeasuring 1340 sq.mtrs. i.e. equivalent to 1602.64 Sq. Yds. Area lying and being at village Ghodbunder, Registration District and Sub-District Thane, within the limits of Mira Bhayander Municipal Corporation, for adequate consideration and on the terms and conditions therein. The said Deed of Conveyance dated 11.02.2016 is registered with the office of Sub-Registrar of Assurance Thane-10 under Serial No. TNN10-2333-2016 bearing its Receipt no. 2683.
12. In the aforesaid premise on the basis of the document furnished to me as well as the information provided to me I hereby state and certify that the title to the said land bearing Survey No. 112, Hissa No. 1 admeasuring 1340 sq.mtrs. i.e. equivalent to 1602.64 Sq. Yds. Area lying and being at village ghodbunder, registration District and Sub-District Thane, within the limits of Mira Bhayander Municipal Corporation is owned by M/s. Seven Eleven Construction Pvt. Ltd. and is clear, marketable and free from all encumbrances.

Dated : 01.02.2017

Advocate

ARTI N. KUMAR

(Advocate Maharashtra & Goa)
Enrollment No. 58149/92



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TO WHOMEVER IT MAY CONCERN

THIS IS TO CERTIFY THAT, I have investigated the title of the land bearing Survey No.111, Hissa No.1/1; admeasuring at about admeasuring at about 1860 sq.mtrs out of the total 2630 sq. Mtrs area lying and being at Village Ghodbunder, Registration District and Sub-District Thane, within the limits of Mira Bhayander Municipal Corporation, (hereinafter referred to as said 'land parcel'), owned by M/s. Seven Eleven Construction Pvt. Ltd. have to state as under:-

1. Originally, at all material time, one Shri Kashinath Jaur Patil was the absolute owner, seized and possessed of and otherwise well and sufficiently entitled inter-alia to all that piece or parcel of land situated, lying and being at Revenue village of Ghodbunder, Registration District and Sub-District Thane, within the limits of Mira Bhayander Municipal Corporation, bearing Survey No.111, Hissa No.1/1; admeasuring at about 1860 sq.mtrs out of the total 2630 sq.mtrs. Kashinath Jaur Patil died in 1961, leaving behind him his widow viz. Smt. Mankubai and his son Premnath and married daughter Laxmibai and Chandrabhaga. After marriage of these two daughters the said land was in possession of deceased's wife Smt. Mankubai and son Premnath. The said land sold by Mankubai & Premnath to one Shri Harishchandra Manik Patil vide registered sale deed dated 01/02/1974 for the consideration and on the terms and conditions mentioned therein and the said Purchaser was placed in possession inter-



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alia of the said land. vide ME 1219 the name of Harishchandra Manik Patil was inserted in records of rights as owner and physical possession inter-alia of the said land.

2. The purchaser of the said land Shri Harishchandra Manik Patil found the names of above two married daughters entered on the records of rights as co-owners thereof vide MR 1268 and ultimately filed Regular Civil Suit No.801/1995 in the Court of Civil Judge, (J.D.), Thane against Shri Premnath Kashinath Patil & Ors. On or before institution of the above RCS 801/1995, Shri Harishchandra Manik Patil learnt that one of the married daughter Smt. Laxmibai Madhukar Patil & Ors., has executed an Agreement to sale cum development dated 06/10/1989 in favour of one Shri Pradeep Mahadev Patil entrusting development rights inter-alia of the said land on the terms and conditions mentioned therein. Under the aforesaid circumstances Plaintiff in above suit has also impleaded as said Shri Pradeep Mahadev Patil as party defendant and sought a declaration against him. Smt. Laxmibai Madhukar Patil Defendant No.2 in the above suit had filed the counter claim for cancellation of sale Deed dated 01/02/1974 and the said counter claim was ultimately rejected.

3. Eventually vide judgement and Decree dated 02/05/2009, the Hon'able Court of 9th Joint Civil Judge, J.D.Thane declared the Plaintiff therein Shri Harishchandra Manik Patil as absolute owner and possession inter-alia of the said land in terms of registered Sale Deed dated 01/02/1974. Being aggrieved by



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the said judgement and Decree dated 02/05/2009 Smt.Laxmibai Madhukar Patil & Ors., have filed two Civil Appeals bearing No.64/2009 and 72/2009 respectively against the decree in the above suit and rejection of their counter-claim. Laxmibai Madhukar Patil and Pradeep Mahadev Patil during the pendency of Suit No.801/1995 executed registered agreement dated 15/04/2006 in favour of Kasam Mohammad Sheikh and thereby entrusted all whatever rights, titles and interest that they had claimed inter-alla in the said land to and in favour of said Kasam Mohammad Sheikh. Prior to the decision in Suit No.801/1995 Laxmibai Madhukar Patil, Pradeep Mahadev Patil and Kasam Mohammad Sheikh have executed registered Agreement dated 12/01/2009 thereby agreed to transfer, assign and alienate the rights, title and interest and share which all of them have claimed inter-alla in the said land to M/s.RNA Corp Private Limited, Purchaser therein and Vendor herein on the terms, conditions and Consideration mentioned therein. During the pendency of the aforesaid Civil Appeal No.64/2009 and 72/2009, M/s.RNA Corp Pvt.Ltd. the purchaser approached Shri Harischandra Manik Patil, on the basis of registered agreement dated 12/01/2009 pointing out that he had already agreed to acquire whatever rights, title and interest of the Smt Laxmibai Madhukar Patil and the persons claiming through all under her i.e. Shri Pradeep Mahadev Patil and Kasam Mohammed Sheikh on the terms, conditions and consideration mentioned therein. After protracted negotiation between the purchaser M/S:RNA Corp. Pvt.Ltd. and Mr.Harischandra Manik Patil, the



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said Mr. Patil as a vendor and owner inter-alia of the said land agreed to sale, transfer, alienate and assign the said land to the purchaser M/s.RNA Corp.Pvt.Ltd. in terms of registered Deed of Conveyance dated 08/06/2011 on the terms, conditions and consideration mentioned therein. Further the family members of the said vendor Mr. Patil have also signed as confirming party no.4, the said conveyance in favour of the said purchaser confirming and rectifying the said sale inter-alia of the said land by the vendor in the favour of the purchaser therein and vendor herein. The vendor Mr.Harischandra Manik Patil, the confirming party no.1 Laxmibai Madhukar Patil, the confirming party no.2 Pradeep Mahadev Patil, confirming party no.3 Kasam Mohammed Shaikh and confirming party no.4 the family members of the vendors have collectively agreed to sale, transfer and alienate inter-alia the said property against the full consideration paid by the purchaser to each one of them and therefore the dispute among them has automatically come to an end. The vendor Mr.Patil and confirming party no.1 Laxmibai Madhukar Patil have filed the consent term in pending Civil Appeal No.64/2009 and 72/2009and thereby they have clearly and unequivocally surrendered to the decree in regular civil suit no.801/1995 which has attained finality. In the premises aforesaid, all the parties namely Mr.Harischandra Manik Patil as vendor, Smt. Laxmibai Madhukar Patil as confirming party no.1, Shri Pradeep Mahadev Patil as confirming party no.2, Shri Kasam Mohammed Shaikh as confirming party no.3, Smt. Droupadi Harischandra Patil and others being the family



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members of the vendors therein as confirming party no.4 collectively sold, transferred and assigned whatever rights they have inter-ala in the said land to the purchaser therein and the vendor herein M/s. RNA Corp. Pvt.Ltd., in terms of the registered deed of conveyance dated 08/09/2011 registered with sub-register of Assurance, under no.TNN4-07118-2011 Dated 08/09/2011 on the terms, conditions and consideration mentioned therein.

4. Under the aforesaid circumstances, the purchaser therein and vendor herein M/S.RNA Corp. Pvt.Ltd. as owner seized and possessed of and otherwise well and sufficiently inter-ala entitled to the said land bearing Survey no.111, Hissa No.1/1; admeasuring at about 1860 sq.mtrs out of the total 2630 sq.mtrs, mentioned above.

5. There are certain Revenue Proceedings pending against RNA Corp Private Limited. I have noted the gist of the matters in concise manner:

After death of Shri Kashinath Patil and after heirship enquiry the names of his heirs viz. Son Premnath Kashinath Patil & Ors., which inter-ala includes the name of Nirmala Shankar Patil were recorded as heir of all properties of the deceased inter-ala of the said land. Mr. Premnath Kashinath Patil, the son of late Mr.Kashinath Patil has objected to the recording the name of one Nirmala Shankar Patil claiming to be the



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daughter of late Keshinath Patil and had filed complaint bearing no.SR.No.23/2010 before the Tahsildar, Thane challenging the recording of ME No.1926 dated 04/12/2009 inter-alia recording the name of Nirmala Shankar Patil Beir. After hearing the Tahsildar vide his order dated 27/07/2010 has rejected the recording of ME No.1926. Being aggrieved by the said order sated 27/07/2010, Nirmala Shankar Patil has preferred an appeal bearing no. 193/2010 before the sub-divisional officer (SDO) Thane. After hearing, the SDO vide his order dated 21/10/2011 has inter-alia rejected the appeal appellant Nirmala Shankar Patil. Being further aggrieved SDO order dated 21/10/2011 Nirmala Shankar Patil filed further appeal before Deputy collector, Thane, being appeal no. 4/13. After hearing, the Deputy Collector, Thane, vide his order dated 15/02/2014 rejected the appeal of the appellant Nirmala Shankar Patil. Being further aggrieved by the said order dated 15/02/2014 Nirmala preferred an appeal before the Additional Commissioner, Konkan Division, Mumbai vide his order dated 29/05/2015 inter-alia allowed the appeal of the appellant Nirmala Shankar Patil. M/s. RNA Corp, Pvt. Ltd. aggrieved by the order dated 29/05/2015 being the vendor herein and the purchaser therein inter-alia of the said land in terms of the registered conveyance dated 18/05/2011 has challenged the aforesaid order dated 29/05/2015 by filing and appeal before the Revenue Minister, Maharashtra State, Mumbai in appeal no.----- Vide order dated 27/08/2015 the Hon'ble Revenue Minister has allowed the appeal of the appellant M/s.RNA Corp Pvt.Ltd. and granted



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stay against order dated 29/05/2015 in RTS 330/2014 Passed by additional Commissioner, Konkan Division, The said appeal is now pending before Hon'ble Revenue Minister. The said Nirmala Shankar Patil has also filed a suit No.632 of 2012 in the Court of Civil Judge (S.D) Thane, against Smt. Laxmibai Madhukar Patil, & Ors., claiming ownership and possession of inter-alia the said land and other reliefs as prayed therein. The said suit is pending.

6. Upon the request of prospective Purchaser, M/S. Seven Eleven Construction Private Limited, RNA Corp private limited has provided to the said prospective Purchaser the copies of the documents relating to the RNA corp private limited, and proceedings of papers in the aforesaid Civil suit and Revenue proceedings with respect to the said land parcel and answered all queries relating thereto. The prospective purchaser has gone through the above papers and proceedings before entering in to this agreement and other related documents and satisfied about the title of RNA Corp Private Limited title and possession to the said land thereafter agreed to purchase the said land from RNA Corp Private Limited on "as is where is and as is what is basis" on the terms, conditions and on adequate consideration. The said prospective purchaser further declare and confirms that he shall not dispute/difference as regards RNA Corp Private Limited title to the said land and/or possessions there of in future;



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7. The search are taken by Mr. P. Nikam on 25.09.2015 in the office of Sub- Registrar of Assurance at Thane bearing its receipt no. 15952.
8. By an Agreement for Sale dated 11.02.2016 executed by M/s. RNA Corp Pvt. Ltd. being a Vendor had sale, transfer, assign the said property to M/s. Seven Eleven Construction Pvt. Ltd. for the consideration mentioned therein which is registered in the office of Sub Registrar of Thane bearing its Document No.TNN 10-2337-2016 and receipt No. 2689.
9. In pursuance of the said Agreement for Sale dt. 11.02.2016, the said M/s. RNA Corp Pvt. Ltd. had also executed a Irrevocable Power of Attorney dated 11.02.2016 registered in the office of Sub-Registrar of Assurance at Thane bearing its document no. TNN10-2340-2016 in favour of purchaser conforming upon them several powers inter-alia power to sale the properties.
10. By Deed of Conveyance dt. 11.02.2016 entered and executed between M/s. RNA Corp Pvt. Ltd. being the Vendors of the First Part and M/s. Seven Eleven Construction Pvt. Ltd. being the purchaser of the second Part, for Selling, transferring, conveying and assigning all that piece and parcel of the land bearing Survey No.111, Hissa No,1/1; admeasuring at about admeasuring at about 1650 sq.mtrs out of the total 2630 sq. Mbs area lying and being at Village Ghodbunder, Registration District and Sub-District Thane, within the limits of Mira Bhayander Municipal Corporation, for adequate consideration



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and on the terms and conditions therein. The said Deed of Conveyance dated 11.02.2016 is registered with the office of Sub-Registrar of Assurance Thane-10 under Serial No. TNN10-2338-2016 bearing its Receipt no. 2689.

11. In the aforesaid premises, and upon examination of the documents mentioned above, I confirm herein that, M/s. Seven Eleven Construction Pvt. Ltd. is absolutely seized and possessed of and /or otherwise well and sufficiently entitled to an having clear and marketable title to the said land bearing Survey No.111, Hissa No.1/1; admeasuring at about at Village Ghodbunder, Registration District and Sub-District Thane, within the limits of Mira Bhayander Municipal Corporation.

Dated : 01.02.2017

Advocate



ARSHI N. DUTTA

Advocate



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TO WHOM SOEVER IT MAY CONCERN

THIS IS TO CERTIFY THAT, I have investigated the title of the land bearing (i) Survey No. 25, Hissa No.1 admeasuring 13,718.12 sq.yrds i.e., equivalent to 11,470 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane, with in the limits of Mira Bhayandar Municipal Corporation, (ii) Survey No. 25, Hissa No. 2 admeasuring 5752.76 sq.yrds i.e., equivalent to 4810 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane, with in the limits of Mira Bhayandar Municipal Corporation (iii) Survey No. 25, Hissa No. 3 admeasuring 5740 sq.yrds i.e., equivalent to 4800 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane, with in the limits of Mira Bhayandar Municipal Corporation (hereinafter referred to as said "land parcels"), owned by M/s. Seven Eleven Construction Pvt. Ltd. have to state as under :-

1. Originally, one Dr.Gopinath Ramchandra Bhoir along with 11 others (hereinafter referred to as ' the legal heirs and legal representatives of the Bhoir family) were the absolute owners of the land parcel bearing Survey No. 25, Hissa No.1 admeasuring 13,718.12 sq.yrds i.e., equivalent to 11,470 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane, along with several other pieces and parcel of land. Prior to year 1940, Shri Mukund Bhoir along with other properties was the owner of the said property who had three sons namely (1) Ramchandra (2) Govind & (3) Harishchandra having equal $1/3^{rd}$ share right title and interest in various properties of the

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said Mukund Bhoir. Sometimes in the year 1940 partition in the properties of the said Mukund Bhoir took place, as a result of which Shri Ramchandra was entitled to his 1/3rd share right title and interest in various properties. The Said Ramchandra died intested leaving behind three sons (i) Gopinath (ii) Madan & (iii) Vipin. The said Gopinath married to Smt. Matti Gopinath Bhoir and have son Shri Nitin Gopinath Bhoir. The said Nitin Gopinath Bhoir got married to Smt. Neeta Nitin Bhoir and has a daughter Sonali Nitin Bhoir and Son Tejas Nitin Bhoir. The said Dr. Gopinath Ramchandra Bhoir has two married daughter namely, Smt. Asmita Shekhar Patil and Smt. Shubhangi Mohan Rotkar. The said Madan Ramchandra Bhoir got married to Smt. Manjari Madan Bhoir and has a son Shrigit Madan Bhoir. The said Vipin Ramchandra Bhoir is unmarried. Smt. Premabai alias Lalita Tukaram Rotkar & Smt. Vatsala Anant Madhavi are the married daughters of Mr. Ramchandra Mukund Bhoir who do not claim any right, title & interest in the said property vide declaration dt.24.12.1990. The said legal heirs and legal representative of the Bhoir family, entered and executed an Agreement dt.24.12.1990 with M/s. RNA Builders (now known as RNA Corp Pvt. Ltd.) for the purchase of the land parcel bearing Survey No. 25, Hissa No.1 admeasuring 13,718.12 sq.yrds i.e., equivalent to 11,470 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane along with several other pieces and parcels of land for a total lumpsum purchase price of Rs. 35,11,100/- and on the terms and conditions mentioned therein. The said Agreement



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dt.24.12.1990 is registered with the office of Registrar of Assurance at Mumbai under Sr. No. 3036 of 1995. Simultaneously, the said legal heirs and legal representative of the Bhoir family, executed irrevocable Power of Attorney dt.24.12.1990 in favour of Shri. Anilkumar Agarwal. The said heirs and legal representative of the Bhoir family, handed over vacant possession of the said property on 24.12.1990 whereby, M/s.RNA Builders are in exclusive possession, occupation & enjoyment of the said property. By and under Deed of Conveyance dt. 18.11.2006 entered and executed between the legal heirs and legal representatives of the Bhoir family sold, transferred, conveyed and assigned all its right, title and interest with respect of Survey No. 25, Hissa No.1 admeasuring 13,718.12 sq.yrds i.e., equivalent to 11,470 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane along with several other properties in favour of M/s. RNA Builder (now known as RNA Corp. Pvt. Ltd.). The said Deed of Conveyance dt.18.11.2006 is registered with office of Sub-Registrar of Assurance, thane -4 under Registration No. TNN4-09974-2006 on 02.12.2006.

2. Originally, one Jaywant Devram Patil and 12 others (hereinafter referred to as "the legal heirs and representative of the Patil family) were the absolute owners of the land parcel bearing Survey No. 25, Hissa No. 2 admeasuring 5752.76 sq.yrds i.e., equivalent to 4810 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane. Since prior to year 1956, Shri Devram



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Shivram Patil (the deceased) was Kabjedar in respect of and cultivating the land bearing Survey No. 25, Hissa No. 2 admeasuring 5752.76 sq.yrds i.e., equivalent to 4810 sq.mtrs. area, and as a tenant thereof. Being protected tenant under the Bombay Tenancy and Agricultural Lands Act, 1948 the said deceased exercised his option to purchase the said land and said land was purchased at a price of Rs.361.90/- By an order No. 1-PC-VII-12-92 dt.10.10.1963, passes under section 32-G of the said Bombay Tenancy and Agricultural Lands Act, 1948, the said deceased was declared as the purchaser of the said land as such the said deceased purchased the said land in his individual capacity which was earlier owned by Shri BalKrishna Padaman Patil, accordingly recorded vide Mutation Entry No. 685 dt. 21.02.1965. The said deceased died intestate leaving behind him 1) Jaywant Devam Patil, 2) Ramakant Devram Patil, 3) Pushpabai Devram Patil, 4) Danyanti Kamlakar Patil, 5) Geeta Kamlakar Kasar as his legal heirs and representative, accordingly recorded vide Mutation Entry No.1426 dt. 18.03.1966. Pushpabai Devram Patil wife of Late Devram Shivram Patil died intestate on 02.12.2003 leaving behind the legal heirs and legal representative of the Patil Family. In the premises, the legal heirs and legal representatives of the Patil Family are collectively and absolutely and possessed of and/ or otherwise well and sufficiently entitled to Survey No. 25, Hissa No. 2 admeasuring 5752.76 sq.yrds i.e., equivalent to 4810 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane, with in the limits



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of Mira Bhayandar Municipal Corporation, along with several other properties. Under Agreement for sale dt.29.11.2007, the legal heirs and legal representatives of the Patil family sold and transferred Survey No. 25, Hissa No. 2 admeasuring 5752.76 sq.yrds i.e., equivalent to 4810 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane, along with several other properties , to M/s. RNA Builders (now known as RNA Corp Pvt. Ltd.) for a total consideration amount of Rs. 11,35,000/- and other terms and conditions contained in the said Agreement. The said Agreement is registered with the Office of Sub- Registrar thane -2 under Sr. No. TNN2-8996-2007 dt.30.11.2007. Pursuant to the execution of the said Agreement dt.29.11.2007, the legal heirs and legal representatives of the Patil family handed over vacant possession of the said property dt.29.11.2007 whereby, M/s. RNA Builders are in exclusive possession, occupation & enjoyment of the said property. By and under Deed of Conveyance dt.29.09.2008 entered and executed between the legal heirs and legal representative of the Patil family sold, transferred , conveyed and assigned all its rights, title and interest with respect to Survey No. 25, Hissa No. 2 admeasuring 5752.76 sq.yrds i.e., equivalent to 4810 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane along with several other properties in favour of M/s. RNA Builders (now known as RNA Corp Pvt. Ltd.). The said Deed of Conveyance dt.29.09.2008 is registered with Office of Sub-



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Registrar of Assurance, Thane - 2 under Registration No. THN2-08255-2008 on 29.09.2008:

3. Originally, one Mr. Malji Bhoir was the absolute owner of the said parcel bearing Survey No. 25, Hissa No. 3 admeasuring 5740 sq.yrds i.e., equivalent to 4800 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane along with other properties, died intestate leaving behind the following legal heirs and legal representatives(hereinafter referred to as " the legal heirs and representatives of the deceased Malji Bhoir). The said Malji Bhoir during his life time got married to Bhagirathibai and had four sons namely (1) Suryakant (2) Laxman, (3) Govind) (4) Gangadhar and Four daughters namely (1) Anusaya,(2) Radhabai, (3) Dwarkabai & (4) Manjulaben. The said Suryakant got married to Smt. Manibai And have one daughter Nutan and a son Avinash. The said Laxman (now dead) during his life time got married to Laxmibai and as a son Ravindra and three daughter namely Yashoda, Madhumati & Bhavana and another two sons namely Nitin & Sachin and a married daughter Smt.Bhamini Ramnath Patil alias Bhamini Laxman Bhoir. The said Govind (now dead) during his life time got married to smt. Gangubai and has a son Vijay. The said Vijay married to Mandakini and have two sons Milind and Rahul. The said Gangadhar got married to Sushila and have a son Sharad and daughter Ashwini. The said Radhabai (now dead) have a son Ramakant married daughter Damayanti and son Jaywant and another married daughter Geeta Kamalakar Patil and Daughter Pushpa. The said Anusaya Malji bhoir (now



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dead) during her life time got married to Shri Balram (now dead) and during their life time had six daughters who are married namely smt. Hemlata Uday Patil, Smt. Rekha Madhukar Patil, Smt. Madhuri Handraj Patil, Smt. Mangala Ramanand Gavand, Smt. Sangita Arun Mhatre & Smt. Vandana Jagannath Patil. The said Dwarkabai Balkrishna Patil alias Dwarkabai Malji Bhoir and Smt. Manjulaben Vasudev Bhoir alias Manjulaben Malji Bhoir are the two Bhoir are the two married daughters of the said deceased Shri Malji Bhoir. In the above said premise, the legal heirs and legal representatives of the deceased Malji Bhoir entered and executed an Agreement dt. 01.03.1994 and sold the said property including Survey No. 25, Hissa No. 3 admeasuring 5740 sq.yds i.e., equivalent to 4800 sq.mtrs. area lying and being at Village - Ghodbandar, Registration District and Sub-District Thane to M/s. Deepak Builders at the rate of Rs.60 per Sq.yd, aggregating to Rs.15,78,600/-, which was required to be paid to the legal heirs and representatives of the deceased Malji Bhoir along with the execution of the Agreement dt.01.03.1994, the legal heirs and legal representatives of the deceased Malji Bhoir executed (1) Declaration, (2) Irrevocable General Power of Attorney, (3) Conveyance Power of Attorney (with a clause of substitution in both the said power of attorneys) all dt. 01.03.1994 in favour of Mr. Umesh Himmatlal Gandhi of M/s. Deepak Builders, who in turn, under an Agreement dt.10.05.1994 at the rate of Rs.80/- per sq.yd. i.e. for the total purchase price of Rs.21,04,800/- including the sum of Rs.15,78,600/- on which, M/s. RNA



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Builders paid the Stamp Duty of Rs.4,56,600/- which is registered with the office of Sub-Registrar of Assurance at Mumbai under Sr.no. 3163/95, agreed to sell and transfer the said property including Survey No. 25, Hissa No. 3 admeasuring 5740 sq.yrds i.e., equivalent to 4800 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane, including all their right, title & interest in favour of M/s. RNA Builders. The said M/s. RNA Builders paid already the sum of Rs. 5,26,200/- to the said Mr. Umesh Himmatlal Gandhi, which together with the sum of Rs.15,79,600/- paid to the legal heirs and legal representatives of the deceased Malji Bhoir, comes to about Rs.21,04,800/- being the full purchase price of the said property including Survey No. 25, Hissa No. 3 admeasuring 5740 sq.yrds i.e., equivalent to 4800 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane. The said Umesh Himmatlal Gandhi executed Substituted General Power of Attorney dt. 11.05.1994 in favour of Mr. Anilkumar Aggarwal , partner of Rs.RNA Builders. By virtue of the said Agreement dt.10.05.1994, the legal heirs and legal representatives of the deceased Malji Bhoir, at the request of Mr. Umesh H. Gandhi, handed over vacant possession of the said property including Survey No. 25, Hissa No. 3 admeasuring 5740 sq.yrds i.e., equivalent to 4800 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane, to M/s. RNA Builders (now known as RNA Corp Pvt. Ltd.) who from the said date are in exclusive possession, occupation and



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enjoyment of the said property including Survey No. 25, Hissa No. 3 admeasuring 5740 sq.yrds i.e., equivalent to 4800 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane. The legal heirs and legal representatives of the deceased Malji Bhoir have received entire purchase price of Rs. 15,78,600/- either from M/s. Deepak Builders and/or M/s. RNA Builders to the legal heirs and legal representatives of the deceased Malji Bhoir. By and under Deed of Conveyance dt.18.11.2006 entered and executed between the legal heirs and legal representatives of the deceased Malji Bhoir family sold, transferred, conveyed and assigned all its right, title and interest with respect to Survey No. 25, Hissa No. 3 admeasuring 5740 sq.yrds i.e., equivalent to 4800 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane along with several other properties in favour of M/s. RNA Builders (now known as RNA Corp Pvt. Ltd.). The said Deed of Conveyance dt.18.11.2006 is registered with office of Sub-Registrar of Assurance, Thane -4 under Registrations No.TNN4-99979-2006 on 02.12.2006.

4. M/s.RNA Builders (now known as RNA Corp Pvt.Ltd.) has arrived, entered and executed consent Decree dated 27.01.2012 with the defendants therein in Special Civil Suit No. 681 of 2008 (the 'said Suit'), before the 2nd Joint Civil Judge (Senior Division), Thane, whereby it was ordered that, M/s. RNA Builders (now known as RNA Corp Pvt. Ltd.) herein has exclusive ownership, possession and enjoyment having absolute and bonafide right in favour of M/s. RNA Builders



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(now known as RNA Corp Pvt. Ltd.) with respect to Survey No. 25, Hissa No. 1 admeasuring 7385.30 sq.yrds i.e., equivalent to 6175 sq.mtrs. area, out of the total admeasuring area of 10,718.12 sq.yrds i.e., equivalent to 11,470 sq.mtrs. area, lying and being at Village : Ghodbandar, Registration District and Sub-District Thane, to the exclusion of defendants in the said Suits. The Hon'ble Court ordered in the said Suit that each of the parties therein admit, agree, declare and undertake that the respective parties to the suit shall be entitled to peaceful and vacant possession of their respective proprieties and each of them shall not for any reason whatsoever, interfere disturb, object or dispute the possession of the other parties and the parties thereto have thus settled their disputed in the manner stated in the Consent Decree dated 27.01.2012.

5. M/s. RNA Builders (now known as RNA Corp Pvt. Ltd.) has arrived, entered and executed Consent Decree dated 02.12.2011 with the defendants therein in Special Civil Suit No. 606 of 2009 (the "said Suit"), before the 2nd Joint Civil Judge (Senior Division), Thane, whereby it was ordered that M/s. RNA Builders (now Known as RNA Corp Pvt. Ltd.) herein has exclusive ownership , possession and enjoyment having absolute and bonafide right in favour of M/s. RNA Builders (now known as RNA Corp Pvt.Ltd.) with respect to Survey No. 25, Hissa No. 3 admeasuring 5740 sq.yrds i.e., equivalent to 4800 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane, to the exclusion of defendants in the said Suits. The Hon'ble



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Court ordered in the said suit that each of the parties therein admit, agree, declare and undertake that the respective parties to the suit shall be entitled to peaceful and vacant possession of their respective properties and each of them shall not for any reason whatsoever, interfere, disturb, object or dispute the possession of the other parties and the parties thereto have thus settled their disputes in the manner stated in the Consent Decree dated 02.12.2011.

6. The said Consent Decrees dated 27.01.2012 and 02.12.2011, it was ordered by the Hon'ble Court that the said land is a contiguous land and the settlement of the suits have been division of the said contiguous plot of land between the parties and directed to act accordingly to complete the formalities of sub-division expeditiously. The parties thereto undertake that any of them claiming under or through or by them shall not object to the mutation entries being made in accordance with the said Consent Decrees dated 27.01.2012 and 02.12.2011.

7. Accordingly, M/s. RNA Builders (now known as RNA Corp Pvt. Ltd.) submitted its proposal for the sanction of Sub-Division of plots which was been finally approved by the Office of Mira Bhayandar Municipal Corporation vide its order bearing No. J.No. MNP/NR/1448/2014-15 dated 08.07.2015, thereafter, the office of Dy. Superintendent of Land Records, Thane issued a letter bearing no. DU.LI/K.V./POTHISSA/MNO.1543/14 DU NO. 2003/15/1702 dated 06.08.2015 showing fresh demarcation under form no: 12 of land parcels bearing Survey NO. 25, Hissa No.1, Survey No.



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25 Hissa No.2 and Survey No.25 Hissa No.3 , comprising of total area of land admeasuring 15,785 sq.mtrs. i.e., equivalent to 18878.86 sq.yards and entirely these land parcels are freshly demarcated and consolidated under new Survey No. 25 Hissa No.2 (hereinafter referred to as the 'said land').

8. In the premises aforesaid, m/s. RNA Builders (now known as RNA Corp Pvt Ltd.) as legal Owner is sufficiently seized and possessed of and otherwise well and sufficiently entitled to the said land being Survey No. 25 Hissa No.1 , Survey No. 25 , Hissa No. 2 and Survey No.25, Hissa No.3, comprising of total land admeasuring 15,785 sq.mtrs i.e., equivalent to 18878.86 sq.yards and entirely these land parcels are freshly demarcated and consolidated under New Survey No.25 Hissa No.2 with vacant and peaceful possession thereof free from any encumbrances of third party right/ claim.

9. I have perused the Revenue records showing entries 2231,2232 and 1854 recording the details of Deed of Conveyance dated 18.11.2006, 29.09.2008 and 18.11.2008 with respect of land parcels bearing (i) Survey No. 25, Hissa No.1 admeasuring 13,718.12 sq.yrds i.e., equivalent to 11,470 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane, with in the limits of Mira Bhayandar Municipal Corporation, (ii) Survey No. 25, Hissa No. 2 admeasuring 5752.76 sq.yrds i.e., equivalent to 4810 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane, with in the limits of Mira Bhayandar Municipal Corporation (iii) Survey No.



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25, Hissa No. 3 admeasuring 5740 sq.yrds i.e., equivalent to 4800 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane, with in the limits of Mira Bhayandar Municipal Corporation, respectively.

10. The search are taken by Mr. P. Nikam on 25.09.2015 in the office of Sub- Registrar of Assurance at Thane bearing its receipt no. 7878, 7879, 7880.
11. By an Agreement for Sale dated 09.12.2015 executed by M/s. RNA Corp Pvt. Ltd. being a Vendor had sale, transfer, assign the said property to M/s. Seven Eleven Construction Pvt. Ltd. for the consideration mentioned therein which is registered in the office of Sub Registrar of Thane bearing its Document No. TNN 10-18626-2015 and receipt No. 20965.
12. In pursuance of the said Agreement for Sale dt. 09.12.2015, the said M/s. RNA Corp Pvt. Ltd. had also executed a Irrevocable Power of Attorney dated 09.12.2015 registered in the office of Sub-Registrar of Assurance at Thane bearing its document no. TNN10-18629-2015 in favour of purchaser conforming upon them several powers inter alia power to sale the properties.
13. By Deed of Conveyance dt. 09.12.2015 entered and executed between M/s. RNA Corp Pvt. Ltd. being the Vendors of the First Part and M/s. Seven Eleven Construction Pvt. Ltd. being the purchaser of the second Part, for Selling, transferring, conveying and assigning all that piece and parcel of the land bearing (i) Survey No. 25, Hissa No.1 admeasuring 13,718.12 sq.yrds i.e., equivalent to 11,470 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-



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District Thane, with in the limits of Mira Bhayandar Municipal Corporation, (ii) Survey No. 25, Hissa No. 2 admeasuring 5752.76 sq.yrds i.e., equivalent to 4810 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane, with in the limits of Mira Bhayandar Municipal Corporation (iii) Survey No. 25, Hissa No. 3 admeasuring 5740 sq.yrds i.e., equivalent to 4800 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane, within the limits of Mira Bhayandar Municipal Corporation, for adequate consideration and on the terms and conditions therein. The said Deed of Conveyance dated 09.12.2015 is registered with the office of Sub-Registrar of Assurance Thane-10 under Serial No. TNH10-18627-2015 bearing its Receipt no. 20966.

14. In the aforesaid premises on the basis of the document furnished to me as well as the information provided to me I hereby state and certify that the title to the said land bearing no. (i) Survey No. 25, Hissa No.1 admeasuring 13,718.12 sq.yrds i.e., equivalent to 11,470 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane, with in the limits of Mira Bhayandar Municipal Corporation, (ii) Survey No. 25, Hissa No. 2 admeasuring 5752.76 sq.yrds i.e., equivalent to 4810 sq.mtrs. area lying and being at Village : Ghodbandar, Registration District and Sub-District Thane, with in the limits of Mira Bhayandar Municipal Corporation (iii) Survey No. 25, Hissa No. 3 admeasuring 5740 sq.yrds i.e., equivalent to 4800 sq.mtrs. area lying and being at Village : Ghodbandar, Registration



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District and Sub-District Thane, within the limits of Mira Bhayandar Municipal Corporation, are owned by M/s. Seven Eleven Construction Pvt. Ltd and are clear, marketable and free from all encumbrances.

Dated : 01.02.2017


Advocate



ARTI S. KUMAR
Advocate
Enrollment No. 2210379