

ANNEXURE "F"



Rajesh D. Patil B.Com., LL.B.

Advocate - High Court

Off: 8, First Floor, Achalji Bldg.,
Near Maxus Mall, 160 Feet Road,
Bhayandar (W), Thane - 401 101.

Res: 541, Morva Village.

Corr: Utan Road, Bhayandar (W),

Dist. Thane - 401 101.

Mob: 9322680465

Ref. No.

Date :

TO WHOMSOEVER IT MAY CONCERN

RE : **FIRSTLY** : Land bearing Survey No.121, Hissa No.1(part),
admeasuring 4040 sq. meters, Survey No.111, Hissa No.10,
admeasuring 120 sq. meters, Survey No.121, Hissa No.2 (part),
admeasuring 2888 sq. meters, Survey No.109, Hissa No.6,
admeasuring 3380 sq. meters, situate, situate, lying and being at
Village Ghodbunder, Taluka and District Thane and in the
Registration District and Sub-district of Thane, within the limits of
Mira Bhayandar Municipal Corporation (hereinafter referred to as
the "said plot No.1");

SECONDLY: Land bearing Survey No. 109, Hissa No.3,
admeasuring 2830 sq. meters, situate, lying and being at Village
Ghodbunder, Taluka and District Thane and in the Registration
District and Sub-District of Thane and within the limits of Mira
Bhayandar Municipal Corporation (hereinafter referred to as the
"said plot No.2").

Where ever the context so requires "the said Plot No.1" and "the said
Plot No.2" collectively referred as "the said properties".

Owner of the said properties: **Shri Naresh N. Jain (H.U.F.)**.

As per instruction given my clients M/s Arkade Realty, a
Partnership Firm registered under provision of the Indian Partnership Act,
1932 and having its place of business at 2nd Floor, Arkade House,
Opposite Ehooni Arkade, Near Children's Academy School, A. S. Mart,
Ashok Nagar, Kandivali (East), Mumbai - 400 101 to investigate their title

as "Developers" to the said properties more particularly described hereinabove in the Firstly and Secondly respectively.

1. Originally Shri Sakham Budhaji Patil and Shri Shivram Budhaji patil were the joint owners of land bearing Survey No.121, Hissa No.1, admeasuring 6100 sq. meters, Survey No.111, Hissa No.10, admeasuring 120 sq. meters, Survey No.121, Hissa No.2, admeasuring 4800 sq. meters, Survey No.109, Hissa No.6, admeasuring 3380 sq. meters, Survey No.121, Hissa No.8, admeasuring 1230 sq. meters and Survey No.121, Hissa No.9, admeasuring 1000 sq. meters situate, lying and being at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub-district of Thane, within the limits of Mira Bhayandar Municipal Corporation.(hereinafter referred to as the "Said Entire Properties")

2. By an oral partitioned effected among the said Shri Sakham Budhaji Patil and Shri Shivram Budhaji patil, the land bearing Survey No.121, Hissa No.1, admeasuring 6100 sq. meters and Survey No.111, Hissa No.10, admeasuring 120 sq. meters, situate, lying and being at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub-district of Thane, within the limits of Mira Bhayandar Municipal Corporation, [hereinafter referred to as the "Said First Properties"] has been apportioned to the share of Shri Shivram Budhaji patil as owner thereof and land bearing Survey No.121, Hissa No.2, admeasuring 4800 sq. meters, Survey No.109, Hissa No.6, admeasuring 3380 sq. meters, Survey No.121, Hissa No.8, admeasuring 1230 sq. meters and Survey No.121, Hissa No.9, admeasuring 1000 sq. meters situate, lying and being at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub-district of Thane, within the limits of Mira Bhayandar Municipal Corporation (hereinafter referred to as



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the "Said Second Properties"] has been apportioned to the share of Shri Sakahram Budhaji patil as owner thereof.

3. The said Shri Shivram Budhaji patil, died intestate in or about 1978, leaving behind son Shri Dnyaneshwar Shivram Patil, as his only heirs and legal representative entitled to the estate of deceased including the said First Properties and by Mutation Entry No. 1302, dated 18/8/1992, the name of the said Shri Dnyaneshwar Shivram Patil, was recorded in the 7/12 Extract of the said First Properties as owner thereof.

4. By an Agreement for Sale cum Development, dated 15/4/2006, the said Shri Dnyaneshwar Shivram Patil alongwith his family members namely Shri Prashant Dnyaneshwar Patil and Others, have agreed to sell the said First Properties to Shri Naresh N. Jain (H.U.F.), at the price and on the terms and conditions therein contained.

5. In pursuance to the said Agreement for Sale cum Development, dated 15/4/2006, the said Shri Dnyaneshwar Shivram Patil alongwith his family members namely Shri Prashant Dnyaneshwar Patil and Others, have also executed a Power of Attorney in favour Shri Naresh N. Jain (H.U.F.), conferring upon him several powers inter-alia power to deal and/or develop the said First Properties to the person or persons of his choice.

6. The said Shri Dnyaneshwar Shivram Patil and others through their Constituted Attorney, Shri Naresh N. Jain, have executed a Deed of Conveyance, dated 16/9/2009, registered in the office of Sub Registrar Thane under serial No. TNN-7/04995/2009, dated 23/9/2009, in favour of Shri Naresh N. Jain (H.U.F.) in respect of said First Properties at the consideration mentioned therein.

7. The said Shri Sakharam Budhaji Patil, died intestate on 10/10/1958, leaving behind widow Smt Anandibai Sakharam Patil (since deceased), four sons namely 1) Shri Devram Sakharam Patil, 2) Shri Dattatray Sakharam Patil, 3) Shri Shantaram Sakharam Patil and 4) Shri Mahadev Sakharam Patil and married daughter namely Smt Mankubai Mukund Mhatre as his heirs and legal representative entitled to the estate of deceased including the said Second Properties.

8. The said Shri Devram Sakharam Patil, died intestate on 9/3/1993, leaving behind two sons namely 1) Shri Jaywant Devram Patil and 2) Shri Ramakant Devram Patil and three daughters namely 1) Smt Pushpabai Devram Patil (since deceased), 2) Smt Damayanti Kamalakar Patil and 3) Smt Geeta Kamalakar Kasar, as his heirs and legal representative entitled to the undivided share of deceased of the said second properties.

9. The said Shri Dattaram Sakharam Patil, died intestate on 22/7/1990, leaving behind widow Smt Hirabai Dattaram Patil (since deceased); six sons namely 1) Shri Naresh Dattaram Patil, 2) Shri Waman Dattaram Patil, 3) Shri Prakash Dattaram Patil, 4) Shri Avinash Dattaram Patil, 5) Shri Rajkumar Dattaram Patil, 6) Shri Kamalakar Dattaram Patil and married daughter Smt Sunanda Yagneshar Patil, as his heirs and legal representative entitled to the undivided share of deceased of the said Second Properties.

10. The said Shri Naresh Dattaram Patil, died intestate on 12/2/1999, leaving behind widow Smt Anusaya Naresh Patil, a sons Shri Premnath Naresh Patil and two married daughters namely 1) Smt Bharati Parshuram Bhoir, 2) Smt Sushma Datta Mali, as his heirs and legal



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representative entitled to the undivided share of deceased of the said Second Properties.

11. The said Shri Shantaram Sakharam Patil, died intestate in or about 1987, leaving behind widow Smt Premabai Shantaram Patil (since deceased), four sons namely 1) Shri Suresh Shantaram Patil, 2) Shri Harikishan Shantaram Patil, 3) Shri Dilip Shantaram Patil, 4) Shri Sanjay Shantaram Patil and three married daughters 1) Smt Kundabai Laxman Whatre, 2) Smt Minabai Ashok Whatre and 3) Smt Mohini Jagdish Patil, as his heirs and legal representative entitled to the undivided share of deceased of the said Second Properties.

12. The said Shri Mahadev Sakharam Patil, died intestate on 10/10/1997, leaving behind widow Smt Sakhubai Mahadev Patil, four sons namely 1) Shri Namdev Mahadev Patil, 2) Shri Dinesh Mahadev Patil, 3) Shri Shekhar Mahadev Patil, 4) Shri Ramesh Mahadev Patil, as his heirs and legal representative entitled to the undivided share of deceased of the said second properties.

13. By Mutation Entry No. 1488, dated 03/04/2001, the name of the legal heirs of late Shri Shivram Budhaji Patil namely 1) Shri Jaywant Devram Patil and 27 Others, were recorded in the 7/12 Extract of the said Second Properties as owners thereof.

14. By an Agreement for Sale cum Development, dated 11/9/2005, the said Smt Sakhubai Mahadev Patil and Others have agreed to sell their undivided, right, title, interest and share of the said second properties to Shri Naresh N. Jain (H.U.F.), at the price and on the terms and conditions therein contained.

15. In pursuance to the said Agreement for Sale cum Development, dated 11/9/2005, the said Smt Sakhubai Mahadev Patil and Others have also executed a Power of Attorney in favour of Shri Naresh N. Jain (H.U.F.), conferring upon him several powers inter-alia power to deal and/or develop their undivided, right, title, interest and share of the said Second Properties to the person or persons of his choice.
16. By an Agreement for Sale cum Development, dated 16/10/2005, the said Shri Jaywant Devram Patil and Others have agreed to sell their undivided, right, title, interest and share of the said Second Properties to Shri Naresh N. Jain (H.U.F.), at the price and on the terms and conditions therein contained.
17. In pursuance to the said Agreement for Sale cum Development, dated 16/10/2005, the said Shri Jaywant Devram Patil and Others have also executed a Power of Attorney in favour of Shri Naresh N. Jain (H.U.F.), conferring upon him several powers inter-alia power to deal and/or develop their undivided, right, title, interest and share of the said Second Properties to the person or persons of his choice.
18. By an Agreement for Sale cum Development, dated 12/12/2005, the said Shri Suresh Shantaram Patil and Others have agreed to sell their undivided, right, title, interest and share of the said second properties to Shri Naresh N. Jain (H.U.F.), at the price and on the terms and conditions therein contained.
19. In pursuance to the said Agreement for Sale cum Development, dated 12/12/2005, the said Shri Suresh Shantaram Patil and Others have also executed a Power of Attorney in favour of Shri Naresh N. Jain (H.U.F.), conferring upon him several powers inter-alia power to deal



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and/or develop their undivided, right, title, interest and share of the said Second Properties to the person or persons of his choice.

20. By an Agreement for Sale cum Development, dated 24/2/2006, the said Shri Jaywant Devram Patil and Others have agreed to sell their undivided, right, title, interest and share of the said Second Properties to Shri Naresh N. Jain (H.U.F.), at the price and on the terms and conditions therein contained.

21. In pursuance to the said Agreement for Sale cum Development, dated 24/2/2006, the said Shri Jaywant Devram Patil and Others have also executed a Power of Attorney in favour of Shri Naresh N. Jain (H.U.F.), conferring upon him several powers inter-alia power to deal and/or develop their undivided, right, title, interest and share of the said Second Properties to the person or persons of his choice.

22. By an Agreement for Sale cum Development, dated 08/9/2006, the said Shri Waman Dattaram Patil and Others have agreed to sell their undivided, right, title, interest and share of the said Second Properties to Shri Naresh N. Jain (H.U.F.), at the price and on the terms and conditions therein contained.

23. In pursuance to the said Agreement for Sale cum Development, dated 08/9/2006, the said Shri Waman Dattaram Patil and Others have also executed a Power of Attorney in favour of Shri Naresh N. Jain (H.U.F.), conferring upon him several powers inter-alia power to deal and/or develop their undivided, right, title, interest and share of the said Second Properties to the person or persons of his choice.

24. By two Agreements, dated 12/6/1995 and 15/12/1995, the said Smt Mankubai Mukund Mhatre have agreed to sell her undivided, right, title, interest and share of the said Second Properties to Shri Nitin Sadanand Patil and Shri Sanjay Laddha at the price and on the terms and conditions therein contained.

25. In pursuance to the said two Agreements, dated 12/6/1995 and 15/12/1995, the said Smt Mankubai Mukund Mhatre have also executed a Power of Attorney in favour Shri Nitin Sadanand Patil and Shri Sanjay Laddha conferring upon them several powers inter-alia power to deal and/or develop their undivided, right, title, interest and share of the said Second Properties to the person or persons of their choice.

26. By an Agreement for Sale cum Development, dated 8/8/2001, the said Shri Nitin Sadanand Patil and Shri Sanjay Laddha have agreed to sell their undivided, right, title, interest and share of the said Second Properties to Smt Rubina Amjad Khan, proprietor of M/s Pils Construction Co. at the price and on the terms and conditions therein contained.

27. In pursuance to the said Agreement for Sale cum Development, dated 8/8/2001, the said Shri Nitin Sadanand Patil and Shri Sanjay Laddha have also executed a Power of Attorney in favour Smt Rubina Amjad Khan, proprietor of M/s Pils Construction Co. conferring upon her several powers inter-alia power to deal and/or develop their undivided, right, title, interest and share of the said Second Properties to the person or persons of her choice.

28. By an Agreement for Sale cum Development, dated 3/12/2006, the said Smt Rubina Amjad Khan, proprietor of M/s Pils Construction Co., have agreed to sell their undivided, right, title, interest and share of the



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said Second Properties to Shri Naresh N. Jain (H.U.F.), at the price and on the terms and conditions therein contained.

29. In pursuance to the said Agreement for Sale cum Development, 3/12/2006, the said Smt Rubina Amjad Khan, proprietor of M/s Pils Construction Co. have also executed a Power of Attorney in favour of Shri Naresh N. Jain (H.U.F.), conferring upon him several powers inter-alia power to deal and/or develop their undivided, right, title, interest and share of the said Second Properties to the person or persons of his choice.

30. The said Shri Jaywant Devram Patil and others through their Constituted Attorney, Shri Naresh N. Jain, have executed a Deed of Conveyance, dated 16/9/2009, registered in the office of Sub Registrar Thane under serial No. TNN-7/04993/2009, dated 23/9/2009, in favour of Shri Naresh N. Jain (H.U.F.), in the respect of the said Second Properties.

31. By an Agreement for Sale, dated 8/11/1994, the said Shri Dnyaneshwar Shivram Patil alongwith his family members namely Shri Prashant Dnyaneshwar Patil and Others, have agreed to sell land bearing Survey No.121, Hissa No.1, admeasuring 5740 sq. meters, situate, situate, lying and being at Village Chodbunder, Taluka and District Thane to M/s Krishna Developers at the price and on the terms and conditions therein contained.

32. In pursuance to the said Agreement for Sale, dated 8/11/1994, the said Shri Dnyaneshwar Shivram Patil alongwith his family members namely Shri Prashant Dnyaneshwar Patil and Others, have also executed a Power of Attorney in favour of the partners of M/s Krishna Developers conferring upon them several powers inter-alia power to deal and/or

develop the said land bearing Survey No.121, Hissa No.1, admeasuring 6100 sq. meters, situate, lying and being at Village Ghodbunder, Taluka and District Thane, to the person or persons of their choice.

33. By an Agreement for Sale, dated 16/1/1995, the said Shri Jaywant Devram Patil and Others have agreed to sell an area admeasuring 844 sq. meters forming the portion of Land bearing Survey No. 109, Hissa No.6, situate, lying and being at Village Ghodbunder, Taluka and District Thane to M/s Krishna Developers at the price and on the terms and conditions therein contained.

34. In pursuance to the said Agreement for Sale, dated 16/1/1995, the said Shri Jaywant Devram Patil and Others have also executed a Power of Attorney in favour of partners M/s Krishna Developers conferring upon them several powers inter-alia power to sell an area admeasuring 844 sq. meters forming the portion of Land bearing Survey No. 109, Hissa No.6, situate, lying and being at Village Ghodbunder, Taluka and District Thane to the person or persons of their choice.

35. By Deed of Release, dated 2nd February, 1995, the said Smt Damyanti Kamlakar Patil and Mrs. Geeta Kamlakar Kasar have also released, relinquished and given up their respective undivided share in the said properties directly in favour of M/s Krishna Developers.

36. By an Agreement for Sale cum Development, dated 4/7/1997, the said Smt Mankubai alias Parvatibai Mukund Mhatre, agreed to sell their respective undivided, right, title, interest and share of bearing Survey No. 109, Hissa No.6, situate, lying and being at Village Ghodbunder, Taluka and District Thane, with the consent and confirmation of Shri Nitin Sadanand Patil, who have agreed to acquire the undivided share of the said Smt Mankubai alias Parvatibai Mukund Mhatre, in the respect of the



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said properties to M/s Krishna Developers at the price and on the terms and conditions therein contained.

37. In pursuance to the said Agreement for Sale cum Development, dated 4/7/1997, the said Smt Manjubai alias Parvatibai Mukund Mhatre, have also executed a Power of Attorney in favour of partners M/s Krishna Developers conferring upon them several powers inter-alia power to deal and/or develop their undivided, right, title, interest and share of bearing Survey No. 109, Hissa No.6, situate, lying and being at Village Ghodbunder, Taluka and District Thane to the person or persons of his choice.

38. By an Agreement for Sale, dated 16/1/1995, the said Smt Prembai Shantaram Patil and others have agreed to agreed to sell an area admeasuring 844 sq. meters forming the portion of Land bearing Survey No. 109, Hissa No.6, situate, lying and being at Village Ghodbunder, Taluka and District Thane to M/s Krishna Developers at the price and on the terms and conditions therein contained.

39. In pursuance to the said Agreement for Sale, dated 16/1/1995, the said Smt Prembai Shantaram Patil and Others have also executed a Power of Attorney in favour partners M/s Krishna Developers conferring upon them several powers inter-alia power to sell an area admeasuring 844 sq. meters forming the portion of Land bearing Survey No. 109, Hissa No.6, situate, lying and being at Village Ghodbunder, Taluka and District Thane to the person or persons of their choice.

40. By an Agreement for Sale, dated 16/1/1995, the said Shri Mahadev Sakharam Patil and Others have agreed to agreed to sell an area

admeasuring 844 sq. meters forming the portion of Land bearing Survey No. 109, Hissa No.6, situate, lying and being at Village Ghodbunder, Taluka and District Thane to M/s Krishna Developers at the price and on the terms and conditions therein contained.

41. In pursuance to the said Agreement for Sale, dated 16/1/1995, the said Shri Mahadev Sakharam Patil and Others have also executed a Power of Attorney in favour partners M/s Krishna Developers conferring upon them several powers inter-alia power to sell an area admeasuring 844 sq. meters forming the portion of Land bearing Survey No. 109, Hissa No.6, situate, lying and being at Village Ghodbunder, Taluka and District Thane to the person or persons of their choice.

42. The said M/s Krishna Developers were consisting of four partners namely 1) Shri Uday Krishna Parab, 2) Smt Preeti Uday Parab, 3) Shri Amirbhai Nooraji Prasala and 4) Shri Zulfikar Amirbhai Prasala and by a Deed of Retirement, dated 27th, April, 2003, the said Shri Amirbhai Nooraji Prasala and Shri Zulfikar Amirbhai Prasala were retire the said M/s Krishna Developers.

43. On retirement of the said 1) Shri Amirbhai Nooraji Prasala and 2) Shri Zulfikar Amirbhai Prasala, from the said partnership business of M/s Krishna Developers, the said 1) Shri Uday Krishna Parab, 2) Smt Preeti Uday Parab, become entitled to deal with the several properties inter-alia the said properties and to that effect, the said 1) Shri Amirbhai Nooraji Prasala and 2) Shri Zulfikar Amirbhai Prasala, have also released, given up their respective undivided, right, title, interest and share of the said properties in favour of 1) Shri Uday Krishna Parab, 2) Smt Preeti Uday Parab, by executing the Deed of Release, dated 28th February, 2003.



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Ref. No. 4. In pursuance to the said Deed of Release, dated 28th February, 2003, the said 1) Shri Amirbhai Nooraji Prassala and 2) Shri Zulfiakar Amirbhai Prassala, have also executed a Power of Attorney in favour of 1) Shri Uday Krishna Parab, 2) Smt Preeti Uday Parab, conferring upon them several powers inter-alia power to deal and/or develop the said properties to the person or persons of their choice.

45. By an Agreement for Sale cum Development, dated 25/01/2011, registered in the office of Sub Registrar Thane under serial No. TNN-4/00878/2011, dated 31/1/2011, the said M/s Krishna Developers, through its partners 1) Shri Uday Krishna Parab, 2) Smt Preeti Uday Parab, have agreed to sell the said land bearing Survey No.121, Hissa No.1, admeasuring 6100 sq. meters and Survey No.109, Hissa No.6, situate, lying and being at Village Ghodbunder, Taluka and District Thane to Shri Naresh N. Jain (H.U.F.), at the price and on the terms and conditions therein contained.

46. In pursuance to the said Agreement for Sale cum Development, dated 25/01/2011, registered in the office of Sub-Registrar Thane under serial No. TNN-4/00878/2011, dated 31/1/2011, the said M/s Krishna Developers have also executed a Power of Attorney in favour of Shri Naresh N. Jain (H.U.F.), conferring upon him several powers inter-alia power to deal and/or develop the Survey No.121, Hissa No.1, admeasuring 6100 sq. meters and Survey No. 109, Hissa No.6, situate, lying and being at Village Ghodbunder, Taluka and District Thane to the person or persons of his choice.

47. By Deed of Confirmation dated 14th, March, 2011, registered in the office of Sub-Registrar Thane under serial No. TNN-4/2294/2011, dated 16/3/2011, Smt Asha Hareshwar Bhoir and Smt Karuna Kamalakar Bhoir have confirmed the Power of Attorney dated 27/4/2006, executed by the

original owners Shri Dnyaneshwar Shivram Patil and others in favour of Shri Naresh N. Jain (H.U.F.), in the respect of the said entire properties in the consideration mentioned therein.

48. In pursuance of Deed of Confirmation dated 14th, March, 2011, the said Smt Asha Hareshwar Bhoir and Smt Karuna Kamalakar Bhoir have also executed a Power of Attorney dated 14/3/2011, registered in the office of Sub-Registrar Thane under serial No. TNN-4/2295/2011, dated 16/3/2011 in favour of Shri Naresh N.Jain (H.U.F.), conferring upon him several power inter-alia power to deal and/or develop the said entire properties at their own choice.

49. By Deed of Declaration cum Rectification dated 27th September, 2011, registered in the office of Sub-Registrar Thane under serial No. TNN-4/07561/2011, dated 28/9/2011, executed by the Shri Dnyaneshwar Shivram Patil and Others through their Constituted Attorney, Shri Naresh N. Jain, on one Part and Shri Naresh N. Jain (H.U.F.) on the other part have rectify the some mistake occurred of Deed of Conveyance, dated 16/9/2009, registered in the office of Sub Registrar Thane under serial No. TNN-7/04995/2009, dated 23/9/2009.

50. Originally Smt Gangabai Sitaram Patil alongwith Shri. Rajaram Sitaram Patil, Shri Narayan Sitaram Patil, Shri Bhaskar Sitaram Patil, Shri Prabhakar Sitaram Patil, Smt Champabai Tukaram Patil, Smt Malati Patil, Smt, Devayani Krishna Vartak nee Smt Devayani Tukaram Patil, Smt Hemā Tukaram Patil, Smt Gulabbai Ramchandra Bhoir, Smt Gangabai Sitaram Patil, Smt Babibai Parshuram Patil and Smt Yesubai Vasudeo Patil were the owners of several properties inter- alia land bearing Survey No. 109, Hissa No.3, admeasuring H-0, R-28, Prati-30 i.e. equivalent to 2830 sq. meters, assessed at Rs.2.32, situate, lying and



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Registration District and Sub-District of Thane and within the limits of
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Secondly Property")

51. The said Smt Gangabai Sitaram Patil died intestate leaving behind
her four sons namely Shri Rajaram Sitaram Patil, Shri Narayan Sitaram
Patil, Shri Bhaskar Sitaram Patil, Shri Prabhakar Sitaram Patil and eight
daughters namely Smt Champabai Tukaram Patil, Smt Malati Patil, Smt
Devayani Krishna Vartak nee Smt Dewayani Tukaram Patil, Smt Hema
Tukaram Patil, Smt Gulabbai Ramchandra Bhoir, Smt Babibai
Parshuram Patil and Smt Yesubai Vasudeo Patil, as his heirs and legal
representative entitled to the estate of deceased including the said
Secondly Property.

52. The said Shri Rajaram Sitaram Patil died intestate leaving behind
his widow Smt Parvatibai Rajaram Patil, a son Shri Chandrakant Rajaram
Patil and daughter Smt Sunanda Hanumanth Mhatre as his heirs and
legal representative entitled to the estate of deceased including the
undivided share of deceased in the said Secondly Property.

53. The said Smt Yesubai Vasudeo Patil died intestate in or about 1960,
leaving behind her two sons namely Shri Rajendra Vasudeo Patil and Shri
Kesarinath Vasudeo Patil and daughter Smt Suman Kamalakar Raut as
her heirs and legal representative entitled to the estate of deceased
including the undivided share of deceased in the said Secondly Property.

54. The said Smt Babibai Parshuram Patil died intestate in or about
1978, leaving behind Shri Parshuram Jagannath Patil, Shri Bharat
Parshuram Patil, Smt Jayshree Chandrasen Patil and Smt Kalpana Kiran
Patil as her heirs and legal representative entitled to the estate of

deceased including the undivided share of deceased in the said Secondly property.

55. By Agreement for Sale, dated 10th August, 1992, the said Shri Narayan Sitaram Patil and Others, alongwith their family members have agreed to sell several properties including the said Secondly property to 1) Mr. Gulam Rasool Mohammed Ali Shaikh, 2) Mr. Abdul Razak Sambad, 3) Mr. Rafique Abdul Sheikurashekhani and 4) Mr. Mansurali Mohammed Ali Virani, at the price and on the terms and conditioned mentioned therein.

56. By another Agreement for Sale, dated 10th August, 1992, the said Shri Parshuram Jagannath Patil and Others, have agreed to sell several properties including the said Secondly Property to 1) Mr. Gulam Rasool Mohammed Ali Shaikh, 2) Mr. Abdul Razak Sambad, 3) Mr. Rafique Abdul Sheikurashekhani and 4) Mr. Mansurali Mohammed Ali Virani, at the price and on the terms and conditioned mentioned therein.

57. In the said Agreement, dated 10th August, 1992, the description of the said Secondly Property has not mentioned and in view of the said fact, by a Supplemental Agreement, dated 26th September, 1994, registered in the office of Sub- Registrar Thane, under serial No. P/26/94, dated 26/9/1994, the said Shri Narayan Sitaram Patil, and Others, alongwith their family members have also confirmed the sale and transfer of the said Secondly Property to 1) Mr. Gulam Rasool Mohammed Ali Shaikh, 2) Mr. Abdul Razak Sambad, 3) Mr. Rafique Abdul Sheikurashekhani and 4) Mr. Mansurali Mohammed Ali Virani, under the Agreement dated 10th August, 1992.



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58. In pursuance of the said Supplemental Agreement, dated 26th September, 1994, the said Shri Narayan Sitaran Patil and others have also executed Irrevocable General Power of Attorney in favour of 1) Mr. Gulam Rasool Mohammed Ali Shaikh, 2) Mr. Abdul Razak Sambad, 3) Mr. Rafique Abdul Sheikurashkehari and 4) Mr. Mansurali Mohammed Ali Virani, conferring upon them several power inter-alia several power deal and/or develop the said Secondly Property at their choice to any person or persons.
59. The said Shri Parshuram Jagannath Patil & Ors., have also executed Irrevocable General Power of Attorney in favour of 1) Mr. Gulam Rasool Mohammed Ali Shaikh, 2) Mr. Abdul Razak Sambad, 3) Mr. Rafique Abdul Sheikurashkehari and 4) Mr. Mansurali Mohammed Ali Virani, conferring upon them several power inter-alia several power deal and/or develop the said Secondly Property at their choice to any person or persons.
60. By Agreement for Sale cum Development dated 3rd March, 2005, the said 1) Mr. Gulam Rasool Mohammed Ali Shaikh, 2) Mr. Abdul Razak Sambad, 3) Mr. Rafique Abdul Sheikurashkehari and 4) Mr. Mansurali Mohammed Ali Virani, have agreed to sell the said Secondly Property to Shri Vinod R. Jain at the price and on the terms and conditioned mentioned therein.
61. In pursuance of the said Agreement for Sale cum Development dated 3rd March, 2005, the said 1) Mr. Gulam Rasool Mohammed Ali Shaikh, 2) Mr. Abdul Razak Sambad, 3) Mr. Rafique Abdul Sheikurashkehari and 4) Mr. Mansurali Mohammed Ali Virani, have also executed Irrevocable General Power of Attorney in favour of Shri Vinod R.

Jain conferring upon him several power inter-alia several power deal and/or develop the said Secondly Property at his choice to any person or persons.

62. The said 1) Mr. Gulam Rasool Mohammed Ali Shaikh, 2) Mr. Abdul Razak Sambad, 3) Mr. Rafique Abdul Sheikurashekhani and 4) Mr. Mansurali Mohammed Ali Virani, have also executed Irrevocable General Power of Attorney dated 25/10/2005, registered in the office of Sub-Registrar Thane under serial No. TNN-4/07292/2005, dated 25/10/2005, in favour of Shri Vinod R. Jain conferring upon him several power inter-alia several power deal and/or develop the said Secondly property at his choice to any person or persons.

63. By Deed of Conveyance dated 13th April, 2009, registered in the office of Sub-Registrar Thane under serial No. TNN-4/02749/2009 dated 13/4/2009, the said Shri Bharat Parshuram Patil and Others through their Constituted Attorney 1) Mr. Gulam Rasool Mohammed Ali Shaikh, 2) Mr. Abdul Razak Sambad, 3) Mr. Rafique Abdul Sheikurashekhani and 4) Mr. Mansurali Mohammed Ali Virani, have sold, transferred and conveyed the said Secondly property in favour of 1) Mr. Gulam Rasool Mohammed Ali Shaikh, 2) Mr. Abdul Razak Sambad, 3) Mr. Rafique Abdul Sheikurashekhani and 4) Mr. Mansurali Mohammed Ali Virani at the consideration mentioned therein and accordingly by Mutation Entry No. 1847, dated 15/4/2009, the name of 1) Mr. Gulam Rasool Mohammed Ali Shaikh, 2) Mr. Abdul Razak Sambad, 3) Mr. Rafique Abdul Sheikurashekhani and 4) Mr. Mansurali Mohammed Ali Virani, have been recorded in the 7/12 Extract of the said Secondly property as owner thereof.



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64. By Deed of Conveyance dated 10th January, 2012, registered in the office of Sub-Registrar Thane under serial No. TNN-4/00208/2012 dated 10/1/2012, 1) Mr. Gulam Rasool Mohammed Ali Shaikh, 2) Mr. Abdul Razak Sambad, 3) Mr. Raifque Abdul Sheikurashkehani and 4) Mr. Mansuraji Mohammed Ali Virani, through their Constituted Attorney holder Shri Vinod Ramesh Jain have sold, transferred and conveyed the said Secondly property in favour of Shri Naresh N. Jain (H.U.F.), at the consideration mentioned therein and accordingly by Mutation Entry No. 2180, dated 12/3/2012, the name of Shri Naresh N. Jain (H.U.F.), has been recorded in the 7/12 Extract of the said Secondly property as owner thereof.

65. The M/s Estate Investment Co. Pvt Ltd, have issued No Objection Certificate in respect of the said properties vide an Letter Nos. E.I./82,83,84, dated 31/8/2005, E.I./180, dated 18/9/2009.

66. The Mira Bhayandar Municipal Corporation has issued Fire N.O.C vide its letter No.MNP/AGNI/155/2010-2011, dated 1/12/2010 with respect to said properties.

67. The Mira Bhayandar Municipal Corporation has issued the Commencement Certificates bearing No. MNP/NR/ 3204/2010-11, dated 1/12/2010 in respect of the buildings to be constructed on the said properties.

68. The Collector of Thane has granted N. A. permission in respect of the building to be constructed on the said properties vide an Order No. Revenue/K-1/T-1/NAP/Ghodbunder-Thane/SR-73/2011 dated 17/9/2011.

69. The said properties are owned by Naresh N. Jain (H.U.F), which is represented by Shri Naresh N. Jain, the Karta and Manager of the said Naresh N. Jain (H.U.F) and hereinafter the said Naresh N. Jain (H.U.F.) is referred to as "the said Owner".

70. By Development Agreement, dated 17th, November, 2011, registered in the office of Sub-Registrar Thane under serial No. TNN-4/8721/2011, dated 17/11/2011, the said Shri Naresh N. Jain (H.U.F.), have granted development right of said Plot No.1 to M/s. Arkade Realty, at the price and on the terms and conditions therein contained.

71. In pursuance to the said Development Agreement, dated 17th, November, 2011, the said the said Shri Naresh N. Jain (H.U.F.), have also executed an Irrevocable General Power of Attorney dated 17/11/2011, registered in the office of Sub-Registrar Thane under serial No. TNN-4/8722/2011, dated 17/11/2011, in favour of the partners of the said M/s. Arkade Realty, conferring upon them several powers, inter alia, power to assign the development rights of said Plot No.1 to the person or persons of their choice.

72. By Development Agreement, dated 26th, December, 2012, registered in the office of Sub-Registrar Thane under serial No. TNN-7/8804/2012, dated 26/12/2012, the said Shri Naresh N. Jain (H.U.F.), have agreed to grant development right of the said Plot No. 2 to M/s. Arkade Realty, at the price and on the terms and conditions therein contained.

73. In pursuance to the said Development Agreement, dated 26th, December, 2012, the said the said Shri Naresh N. Jain (H.U.F.), have also executed an Irrevocable General Power of Attorney dated 26/12/2012, registered in the office of Sub-Registrar Thane under serial No. TNN-



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Ref. No/8805/2012, dated 26/12/2012, in favour of the payee/s of the said M/s. Arkade Realty, conferring upon them several powers, inter alia, power to deal and develop the said Plot No. 2 to the person or persons of their choice.

74. In the premises aforesaid, the said M/s. Arkade Realty are entitled to develop the said properties by constructing a building/s thereon.

75. I have also taken the searches in the office of Sub-Registry of Thane from 1984 till date. However, during the course of my searches, I have come across a (i) Deed of Conveyance, dated 16/9/2009, registered in the office of Sub Registrar Thane under serial No. TNN-7/04995/2009, dated 23/9/2009, executed by Shri Dnyaneshwar Shivram Patil and Others, through their Constituted Attorney, Shri Naresh N. Jain, in favour of Shri Naresh N. Jain (H.U.F.), a (ii) Deed of Conveyance, dated 16/9/2009, registered in the office of Sub Registrar Thane under serial No. TNN-7/04993/2009, dated 23/9/2009, executed by Shri Jaywant Devram Patil & Ors., through their Constituted Attorney, Shri Naresh N. Jain, in favour of SHRI NARESH N. JAIN (H.U.F.), (iii) An Agreement for Sale cum Development, dated 25/01/2011, registered in the office of Sub Registrar Thane under serial No. TNN-4/00878/2011, dated 31/1/2011, executed by the said M/s Krishna Developers, through its partners 1) Shri Uday Krishna Parab and Others in favour of Shri Naresh N. Jain (H.U.F.), (iv) By Deed of Confirmation dated 14th, March, 2011, registered in the office of Sub-Registrar Thane under serial No. TNN-4/2294/2011, dated 16/3/2011, executed by Smt Asha Hareshwar Bhoir and Others, have confirmed the Power of Attorney dated 27/4/2006, executed by the original owners Shri Dnyaneshwar Shivram Patil and Others, in favour of SHRI NARESH N. JAIN (H.U.F.), in the respect of the said properties, (v) Power of Attorney dated 14/3/2011, registered in the office of Sub-Registrar Thane under serial No. TNN-4/2295/2011, dated 16/3/2011

executed by the said Smt Asha Hareshwar Bhoir and Others, in favour of Shri Naresh N. Jain (H.U.F.), (vi) Deed of Declaration cum Rectification dated 27th September, 2011, registered in the office of Sub-Registrar Thane under serial No. TNN-4/07561/2011, dated 28/9/2011, executed by the Shri Dnyaneshwar Shivram Patil and Others, through their Constituted Attorney, Shri Naresh N. Jain, on one Part and Shri Naresh N. Jain (H.U.F.) on the other part, (vii) Development Agreement, dated 17th, November, 2011, registered in the office of Sub-Registrar Thane under serial No. TNN-4/8721/2011, dated 17/11/2011, executed by the said Shri Naresh N. Jain (H.U.F.), in favour of M/s. Arkade and (viii) An Irrevocable General Power of Attorney dated 17/11/2011, registered in the office of Sub-Registrar Thane under serial No. TNN-4/8722/2011, dated 17/11/2011, executed by the said Shri Naresh N. Jain (H.U.F.), in favour of the partners of the said M/s. Arkade Realty in the respect of firstly properties and (ix) Supplemental Agreement, dated 26th September, 1994, registered in the office of Sub- Registrar Thane, under serial No. P/26/94, dated 26/9/1994, executed by the said Shri Narayan Sitaram Patil and Others alongwith their family members in favour of 1) Mr. Gulam Rasool Mohammed Ali Shaikh, 2) Mr. Abdul Razak Sambad, 3) Mr. Rafique Abdul Sheikurashekhami and 4) Mr. Mansurali Mohammed Ali Virani, in the respect of the said property, (x) Irrevocable General Power of Attorney dated 25/10/2005, registered in the office of Sub-Registrar Thane under serial No. TNN-4/07292/2005, dated 25/10/2005, executed by 1) Mr. Gulam Rasool Mohammed Ali Shaikh, 2) Mr. Abdul Razak Sambad, 3) Mr. Rafique Abdul Sheikurashekhami and 4) Mr. Mansurali Mohammed Ali Virani, in favour of Shri Vinod R. Jain, (xi) Deed of Conveyance dated 13th April, 2009, registered in the office of Sub-Registrar Thane under serial No. TNN-4/02749/2009 dated 13/4/2009, executed by the said Shri Bharat Parshuram Patil and Others through their Constituted Attorneys) Mr. Gulam Rasool Mohammed Ali Shaikh &



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Ref. Nos., in favour of Mr. Gulam Rasool Mohammed Ali Shaikh and Others,

(xii) Deed of Conveyance Dated 10th January, 2012, registered in the office of Sub-Registrar Thane under serial No. TNN-4/00208/2012 dated 10/1/2012, executed by Mr. Gulam Rasool Mohammed Ali Shaikh and Others, through their Constituted Attorney holder Shri Vinod Ramesh Jain in favour of Shri Naresh N. Jain (H.U.F.), (xiii) Development Agreement, dated 26th, December, 2012, registered in the office of Sub-Registrar Thane under serial No. TNN-7/8804/2012, dated 26/12/2012, executed by the said Shri Naresh N. Jain (H.U.F.), in favour of my client M/s. Arkade Realty and (xiv) Irrevocable General Power of Attorney dated 26/12/2012, registered in the office of Sub-Registrar Thane under serial No. TNN-7/8805/2012, dated 26/12/2012, executed by the said Shri Naresh N. Jain (H.U.F.), in favour of my client M/s. Arkade Realty, in the respect of said plot No.2 and save and except the aforesaid documents, I have not come across any registered instruments pertaining to the said properties.

76. On the whole from the searches taken by me in the office of Sub-Registry of Thane and Bhayandar and also on the basis of documents produced before me as well as on the basis of information provided to me, I am opinion that title of M/s Arkade Realty to the said 'Firstly and Secondly properties as Developers is clear, marketable and free from all encumbrances. I further state and certify that subject to compliance of the permissions and sanctions granted by the Authorities concerned, the said M/s. Arkade Realty are entitled to develop and construct building on the land bearing Survey No.121, Hissa No.1(part), admeasuring 4040 sq. meters, Survey No.111, Hissa No.10, admeasuring 120 sq. meters, Survey No.121, Hissa No.2 (part), admeasuring 2888 sq. meters, Survey No.109, Hissa No.6, admeasuring 3380 sq. meters and Survey No. 109, Hissa No.3, admeasuring 2830 sq. meters, situate, lying and being at Village Ghodbunder, Taluka and District Thane and in the Registration District

and Sub-district of Thane, within the limits of Mira Bhayandar Municipal Corporation in whatsoever manner they deem fit. Furthermore, said M/s. Arkade Realty are entitled to sell, transfer and dispose off the flat/s in respect of the building/s to be constructed on the said properties in accordance with the plans and specifications which may be sanctioned by the said Mira Bhayander Municipal Corporation or by the concerned authority as the case may be from time to time.

Dated : 17th August, 2013,



Advocate