

ANNEXURE - "J"

॥ श्री भवाना ॥



Mrs. Surinder H. Rao
B.A.L.L.B.

Advocate (High Court) &
Notary (Govt. of India)

Resi. :
Sai Complex, 2nd floor
Flat No. 4, Mahagiri Market,
Above K. G. Wange Masala Factory,
Thane (West) 400601
(M.) : 9004031216

Date : 11.03.2011

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

(1) At the instructions of M/S. VIHANG ENTERPRISES (formerly known as M/S. YASH ENTERPRISES), a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having their office at 4/5 Vihang Garden, Opp. Raymond Company, Pokhran Road No.1, Thane (W) – 400 604 (hereinafter referred to as 'the said Vihang'), I have investigated the title of: A) 1) Shri Kirtidaksh Rajdaksh Sharma (hereinafter referred to as 'the said Kirtidaksh') & 2) Shri Gaurav Kapil Sharma (hereinafter collectively referred to as 'the First Owners') in respect of the property described in the First Schedule hereunder written (hereinafter referred to as 'the said First property'); B) 1) Shri Kapil Mahendra Sharma (hereinafter referred to as 'the said Kapil') and 2) the said Kirtidaksh (hereinafter collectively referred to as 'the Second Owners') in respect of the property described in the Second Schedule hereunder written (hereinafter referred to as 'the said Second & third property' respectively); C) 1) Smt. Vithabai Gopinath Tandel, 2) Smt. Anjali Eknath Tandel, 3) Nayana Eknath Tandel, 4) Mrs. Vandana Chandrakant Veta, 5) Mrs. Rama Jiten Koli, 6) Mrs. Shakuntala Nandakumar Tandel, 7) Shri Prakash Nandakumar Tandel, 8) Shri Avinash Nandakumar Tandel, 9) Shri Hemant Nandakumar Tandel, 10) Smt. Suvarna Sitaram Tandel, 11) Ms. Yojana Sitaram Tandel, 12) Ms. Manjita Sitaram Tandel, 13) Master Chaitesh Sitaram Tandel, 14) Shri Ramakant Gopinath Tandel, 15) Shri Jayvant Gopinath Tandel, 16) Mrs. Pushpa Shailesh Bhate & 17) Shri Mahesh

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Mohan Bhokare (hereinafter referred to as 'the Third Owners') in respect of the property described in the Third Schedule hereunder written (hereinafter referred to as 'the said Fourth property'); D) 1) Smt. Budhibai Balu Tandel and 2) Shri Nilkanth Balu Tandel AND the Third Owners (hereinafter collectively referred to as 'the Fourth Owners') in respect of the property described in the Fourth Schedule hereunder written (hereinafter referred to as 'the said Fifth property') & E) 1) Shri Rajdaksh Mahendra Sharma (hereinafter referred to as 'the said Rajdaksh') and 2) the said Kapil (hereinafter collectively referred to as 'the Fifth Owners') in respect of the property described in the Fifth Schedule hereunder written (hereinafter referred to as 'the said Sixth property');

(2) In the course of investigation of title, I have perused the documents of the title and related papers furnished to me relating to the said First property, said Second property, said Third property, the said Fourth property, the said Fifth property and the said Sixth property (hereinafter collectively referred to as 'the said Property'. I have caused searches to be taken at the office of the Sub Registrar of Assurances at Thane for the period of last 30 years

(3) On perusal of the documents of title and other related papers, it appears that :

A. 1. One Shri Pukhraj Hazarimal Jain (hereinafter referred to as 'the said Pukhraj') was absolutely seized and possessed of and/or otherwise sufficiently entitled to the said First property being land bearing old Survey No. 194/8 and new Survey No.92/8, admeasuring 4900 sq. mtrs. or thereabout, situate lying and being at village Bhayenderpada, Taluka and District Thane and more particularly described in the First Schedule hereunder written.

2. By a Sale Deed dated 24/09/1999 made and executed by and between the First Owners along with the said Kapil as the guardian of First



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Owners No.2, therein referred to as the Purchasers of the one part and the said Pukhraj and others therein referred to as the Vendors of the other part, the Vendors therein sold, transferred and conveyed all their rights, title, interest and claim whatsoever in respect of the said First property along with other properties in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned (hereinafter referred to as 'the said First Sale Deed'). The said First Sale Deed was lodged for registration with the Sub-Registrar of Assurances at Thane under Sr. No.5959/99. Since, the said First Sale Deed was not properly stamped, the said First Owners paid deficit stamp duty along with the penalty and got it registered on 17/11/2003.

3. The said Pukhraj died intestate on or about 08/07/2003, leaving behind him his wife, Vasantibai Pukhraj Jain and his children viz. 1) Bharat Pukhraj Jain, 2) Rekha Pukhraj Jain, 3) Vandana Pukhraj Jain and 4) Jyotsna Pukhraj Jain (hereinafter collectively referred to as 'the heirs of the said Pukhraj') as his only legal heirs in accordance with the law by which he was governed at the time of his death.

4. Meanwhile the Third Owners, were allegedly claiming to be Tenant under the Bombay Tenancy and Agricultural Lands Act, 1948 (hereinafter referred to as 'the Tenancy Act') and in pursuance of the Order passed by Tahsildar and Agricultural Land Tribunal, Thane bearing No.T.A.Sec.70B/Ovale/4/04 dated 05/06/2004 (hereinafter referred to as 'the said First Order'), got their names incorporated in the related revenue records of the said First Property.

5. By a Development Agreement dated 27/11/2003 (hereinafter referred to as 'the said First Agreement') executed by and between the Fifth Owners therein referred to as the Developers of the one part and the Third Owners therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the portion admeasuring 2500 sq. mtrs. out of the said First Property (hereinafter referred to as 'the said first portion') alongwith other properties more particularly described in the schedule thereunder written, at or for the consideration and upon the terms and conditions therein contained. The said First Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.7602/2003;

6. Pursuant to the said First Agreement, the Third Owners executed an even dated Power of Attorney (hereinafter referred to as 'the said First POA') in favour of the persons nominated by the Developers therein to enable them to do all acts, deeds, matters and things for and in respect of the development of the said first portion herein alongwith other properties as contained therein. The said First POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.624;

7. By an Agreement for Assignment of Development Rights dated 02/08/2007 (hereinafter referred to as 'the said First Agreement for Assignment') executed by and between the Fifth Owners, therein referred to as the Assignors of the one part and the said Vihang therein referred to as the Assignees of the other part, the Assignors therein, in their turn, agreed to assign and entrust the development rights to the Assignees therein for and in respect of the said First portion alongwith other properties more particularly described in the Second schedule thereunder written together with the rights and benefits of the said First Agreement in respect thereof at or for the consideration and upon the terms and



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conditions contained therein. The said First Agreement for Assignment is registered with the Sub-Registrar of Assurances at Thane under Sr.No.5714/2007;

8. Pursuant to the said First Agreement for Assignment, the Fifth Owners executed an even dated Power of Attorney (hereinafter referred to as 'the said Second POA') in favour of the persons nominated by the Developers to enable them to do all acts, deeds, matters and things for and in respect of the said First portion herein alongwith other properties as contained therein. The said Second POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No. 842/07;

9. Pursuant to the said First Agreement for Assignment, the Third Owners executed a Power of Attorney dated 14/08/2007 (hereinafter referred to as 'the said POA dated 14/08/2007') in favour of the persons nominated by the Developers to enable them to do all acts, deeds, matters and things for and in respect of the development of the said First portion herein alongwith other properties as contained therein. The said Second POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No. 881/07 on 16/08/2007;

10. By a Development Agreement dated 14/08/2007 (hereinafter referred to as 'the said Second Agreement') executed by and between the said Vihang therein referred to as the Developers of the one part and the Third Owners therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the balance portion

admeasuring 2500 sq. mtrs. out of the said First Property more particularly described in the Schedule thereunder written (hereinafter referred to as 'the said Second portion'), at or for the consideration and for and upon the terms and conditions therein contained. The said Second Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.6034/2007 on 16/08/2007;

11. Pursuant to the said Second Agreement, the Third Owners executed a Power of Attorney of even date (hereinafter referred to as 'the said Third POA') in favour of the persons nominated by the Developers to enable them to do all acts, deeds, matters and things for and in respect of the said second portion. The said Third POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.880/2007 on 16/08/2007;

12. One Smt. Rama Jiten Koli (hereinafter referred to as 'the said Rama') had inadvertently remained to execute the said Second Agreement and hence, by a Deed of Confirmation/Consent dated 22/08/2007 (hereinafter referred to as 'the said First DOC'), executed by and between the said Vihang therein referred to as the Developers of the One Part and the said Rama therein referred to as the Owner of the Other Part, the Owner therein confirmed and consented to the execution of the said Second Agreement upon the terms as contained therein. The said Deed of Confirmation/Consent is registered with the Sub-Registrar of Assurances at Thane under Sr.No.6226/2007;

13. Pursuant to the said First DOC, the said Rama executed an even dated Power of Attorney (hereinafter referred to as 'the said Fourth POA ') in favour of the persons nominated by the said Vihang to enable them to do all acts, deeds, matters and things for and in respect of the said First Property. The said Fourth POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No. 909/2007;



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14. In pursuance of Order passed by Sub-Divisional Officer, Thane bearing No.TNC/OVALE/9/2008 dated 24/02/2009 (hereinafter referred to as 'the said Second Order'), the Tenancy rights of the Third Owners in respect of the said First Property came to be cancelled and the effect thereof has been accordingly reflected in the related revenue records of the said First Property vide Mutation Entry No.611.

15. By an Agreement for Development dated 14/10/2009 r/w Supplemental Agreement dated 25/01/2011(hereinafter collectively referred to as 'the said Third Agreement'), made and entered into by and between the First Owners therein also referred to as the Owners of the first part, the said Kapil therein referred to as the Confirming Party of the second part and the said Vihang therein referred to as the Developers of the third part, the Owners therein, with the consent and knowledge of the Confirming Party therein, agreed to grant and the Developers therein agreed to acquire the development rights for and in respect of the said First Property more particularly described in the Schedule thereunder written at or for the consideration of and upon the terms and conditions therein mentioned. The said Third Agreement is registered with the Sub-Registrar of Assurances, Thane under Sr. No.9549/2009 on 14/10/2009 & 1366/2011 on 10/02/2011.

16. Pursuant to the said Third Agreement, the First Owners alongwith the said Kapil executed Power of Attorney dated 14/10/2009 (hereinafter referred to as 'the said Fifth POA') in favour of the persons nominated by the said Vihang to enable them to do all acts, deeds, matters and things for and in respect of the

said First Property. The said Fifth POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No. 497/2009 on 15/10/2009;

17. By a Deed of Rectification dated 13/01/2011, made and executed by and between the said Vihang therein referred to as the Developers of the one part and the said Rama therein referred to as the Executant of the other part, the said Rama rectified the date of execution of the said Second Agreement as well as the admeasurement of the property described in the Schedule mentioned in the said First DOC (hereinafter referred to as 'the said First DOR'). The said First DOR is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.371/2011.

18. By another Deed of Rectification also dated 13/01/2011, made and executed by and between the said Vihang therein referred to as the Developers of the one part and the said Rama therein referred to as the Executant of the other part, the said Rama rectified the date of execution of the said Second Agreement as well as the admeasurement of the property described in schedule written in the said Fourth POA (hereinafter referred to as 'the said Second DOR'). The said Second DOR is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.370/2011.

B) 1. The said Pukhraj (during his lifetime) and Shri Babhootmal Krushnaji Jain (hereinafter referred to as 'the said Babhootmal') were absolutely seized and possessed of and/or otherwise sufficiently entitled to, the said Second and said Third property being land bearing old survey no. 194/1, new Survey 92/1, admeasuring 1900 sq. mtrs. and old survey no. 194/11 and new Survey 92/11, admeasuring 2100 sq. mtrs., both situate lying and being at village Bhayenderpada, Taluka and District Thane and more particularly described in the Second Schedule hereunder written;



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2. The said Babhootmal died intestate in or about the year 1948 leaving behind him his son Shri Chaganlal Babhootmal Jain (hereinafter referred to as 'the said Chaganlal') as his only legal heir in accordance with the law by which he was governed at the time of his death;

3. The said Chaganlal died intestate on 13/12/1998 (M.E. 235) leaving behind him his widow Sumatibai Chaganlal Jain (hereinafter referred to as 'the said Sumatibai'), three sons viz. Shri. Kantilal Chaganlal Jain (hereinafter referred to as 'the said Kantilal'), Shri. Tejraj Chaganlal Jain (hereinafter referred to as 'the said Tejraj') and Shri Bhawarlal Chaganlal Jain (hereinafter referred to as 'the said Bhawarlal') and a daughter viz. Smt. Devibai Trilokchand Jain (hereinafter referred to as 'the said Devibai') (hereinafter collectively referred to as 'the heirs of the said Chaganlal' except the said Devibai) as his only legal heirs in accordance with the law by which he was governed at the time of his death.

4. The said Devibai died intestate leaving behind her two sons viz. Harshal Trilokchand Jain (hereinafter referred to as 'the said Harshal') and Raju Trilokchand Jain (hereinafter referred to as 'the said Raju') as her only legal heirs in accordance with the law by which she was governed at the time of her death.

5. The heirs of the said Chaganlal, the said Harshal and the said Raju shall henceforth be collectively referred to as 'the said Original Owners').

6. In the circumstances as recited hereinabove, the said Pukhraj & others as well as the said Original Owners were absolutely seized and possessed of

and/or otherwise sufficiently entitled to undivided 50% share in the said Second Property and the said Third Property.

7. By a Sale Deed dated 01/10/1999 made and executed by and between the Second Owners therein referred to as the Purchasers of the one part and the said Pukhraj & others along with the heirs of the said Chaganlal therein referred to as the Vendors of the other part, the Vendors therein sold, transferred and conveyed all their respective undivided rights, title, interest and claim whatsoever in respect of the said Second and Third property along with other properties in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned;

8. Pursuant to the aforesaid Sale Deed dated 01/10/1999, the said Pukhraj & others alongwith the heirs of the said Chaganlal executed an even dated Power of Attorney in favour of the Second Owners in order to enable them to do all acts, deeds, matters and things contained therein in respect of the said Second and Third Property.

9. The said Pukhraj died intestate on 08/07/2003, leaving behind him the heirs of the said Pukhraj as his only legal heirs in accordance with the law by which he was governed at the time of his death.

10. Meanwhile in pursuance of the said First Order, the Third Owners were declared to be tenants in respect of the said Second Property and the said Third Property and the effect of the said First Order has been accordingly reflected in the related revenue records of the said Second Property and the said Third Property vide Mutation Entry No.241.