

Ref. No. 09/14

Date _____

TITLE REPORT

Re: In the matter of Plot of Land bearing Final Plot No. 35B of Town Planning Scheme, Borivali No. II (1st variation) (final) , Borivali (East) and bearing C.T.S. No. 163, of revenue Village Kanheri, Taluka Borivali, Mumbai Suburban District admeasuring 1348.3 sq. mtrs. or thereabouts and more particularly described in the Schedule hereunder written

In pursuance of and under the instructions given by my clients M/s. Atharva Developers a partnership firm having its office at Ground Floor, Satyabhama Niwas, 1st Carter Road, Borivali (East), Mumbai - 400 066; my report on title in respect of the abovereferred Plot of Land and more particularly described in the Schedule hereunder written, is as under:-

- (1) By and under Indenture of Conveyance dated 23rd November 1960 Mr. Narayan Mukundrao Jaykar purchased from Odhavdas Kevalram and another an immovable property situated at Carter Road No. I being a portion of Plot No. 35 part of TPS No. II Borivali (East), situated at Borivali (East) and more particularly described in the Schedule thereunder written. The said Conveyance is registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-9282 of 1960.
- (2) The abovereferred property is assigned as C.T.S. No. 163 of Village Kanheri, Taluka Borivali, Mumbai Suburban District and as per

Property Register Card area is admeasuring 1348.3 sq. mtrs. and at all relevant times in the Property Registered Card originally name of the said Mr. Narayan Mukundrao Jaykar was appearing.

- (3) The abovereferred property is subject matter of Town Planning Scheme - Borivali No. II Borivali (East) and under the said Scheme the abovereferred property is assigned as Final Plot No.35B. The Executive Engineer (Town Planning) of the office of the Chief Engineer, Development Plan vide his letter dated 23rd June 2008 bearing No. CHE/DP/238/TPS/R has issued the Remark inter alia mentioning that the name of the said Final Plot No. 35B of T.P.S. II, Borivali (East).
- (4) The abovereferred property bearing C.T.S. No. 163 and Final Plot No.35B of Town Planning Scheme - Borivali No. II is hereinafter referred to as **"THE SAID PLOT OF LAND"** and is more particularly described in the Schedule hereunder written.
- (5) On the said Plot of Land at all relevant time a building known as **"Laxmi Narayan Bhuvan"** (hereinafter referred to as **"THE SAID BUILDING"**) was standing. (The said Plot of Land together with the said Building are hereinafter collectively referred to as **THE SAID PROPERTY**).
- (6) By Deed of Lease dated 11th September 1974 the said Narayan Mukundrao Jaykar, during his lifetime, granted a lease in respect of the said Property for the period of 98 years in respect of the said Property in favour of (i) Jaywant Narayan Jaykar, (ii) Chandrakant Narayan Jaykar, (iii) Vijay Narayan Jaykar and (iv) Ashok Narayan Jaykar inter alia granting rights in favor of the said Jaywant Jaykar

Ref. No. _____

Date _____

and three others to erect and/or construct building on the said Property and to do other acts as mentioned therein. The said Deed of Lease is registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-S/3320 of 1974 for the lease rent and upon the terms, conditions and covenants contained therein.

(7) The said Mr. Narayan Mukundrao Jaykar died intestate at Mumbai on 09/07/2007 leaving behind him his four sons i.e. (i) Jaywant Narayan Jaykar, (ii) Chandrakant Narayan Jaykar, (iii) Vijay Narayan Jaykar and (iv) Ashok Narayan Jaykar and two daughters i.e. (1) Mrs. Premlata wife of Raghunandan Velinkar and (2) Mrs. Anita Arvind Shetiya, as his only heirs and legal representatives as per the law of succession by which he was governed at the time of his death. Smt. Laxmibai wife of the said Narayan died on 22/02/1991 at Mumbai i.e. before the death of the said Narayan.

(8) By Deed of Release dated 26th May 2008 made between the said Premlata Raghunandan Velinkar and the said Anita wife of Arvind Shetiya therein called the Releasers of the one part and (i) Jaywant Narayan Jaykar, (ii) Chandrakant Narayan Jaykar, (iii) Vijay Narayan Jaykar and (iv) Ashok Narayan Jaykar therein called the Releasees of the other part, the said Premlata and the said Anita released all their right, title interest and claims in the said Property unto and in favour of said (i) Jaywant Narayan Jaykar, (ii) Chandrakant Narayan Jaykar, (iii) Vijay Narayan Jaykar and (iv) Ashok Narayan Jaykar. The said Deed of Release is registered with the Sub-Registrar of Borivali under Serial No. BDR-11/04735 of

2008. The contents mentioned in para (7) above are forming part of recitals of the said Deed of Release dated 26th May 2008.

- (9) By Agreement for Sale dated 2nd June, 2011 made between the said (i) Mr. Jaywant Narayan Jaykar, (ii) Mr. Chandrakant Narayan Jaykar, (iii) Mr. Vijay Narayan Jaykar and (iv) Mr. Ashok Narayan Jaykar therein called the vendors of the one part and M/s. ATHARVA DEVELOPERS, i.e. my clients therein called the purchasers of the other part, the said Jaywant Jaykar and three others have agreed to sell, transfer and convey the said Property to my clients at or for the consideration and upon the terms and conditions mentioned in the said Agreement for Sale dated 21-6-2011. The said Agreement is registered with the Sub-Registrar of Assurances at Borivali - 3 under Serial No. BDR-6/6998 of 2011.
- (10) In pursuance of the said Agreement for Sale, the said Jaywant Jaykar and three others have granted a Power of Attorney dated 21-6-2011 in favor of Shri Sanjay Vijay Shah a partner of my clients, interalia granting various powers and authorities to do various acts, deeds, matters and things in respect of the said Property and as mentioned in detail therein. The said Power of Attorney is registered with Sub-Registrar of Assurances at Borivali - 3 under Serial No. BDR-6/6999 of 2011.
- (11) I have perused copy of Search Report dated 20-02-2014 of search clerk Mr. N. D. Rane taken by him in the office of the Sub-Registrar of Mumbai Bandra, Borivali and Goregaon from 1958 to 2012 and have not found any outstanding encumbrances in respect of the said Plot of Land.

Ref. No. _____

Date _____

(12) I have also, on behalf of my clients, cause to publish the public notice which have been published in issue of Free Press Journal, Navshakti Marathi Daily and Janmabhoomi Gujarati Daily all dated 4th January, 2014 thereby inviting the claims, if any, from public pertaining to the said Property and in response thereto till date, I have not received any claim.

(13) The Municipal Corporation of Greater Mumbai has issued I.O.D. dated 06-09-2013 for redevelopment of the said Property.

(14) On the basis of the aforesaid documents and papers, and subject to the premises to be provided to the said Owners and the tenants of the said "Laxmi Narayan Buvan" building in my opinion title of the said Owner in respect of the said Plot of Land more particularly described in the Schedule hereunder written appears to be clear and marketable and my clients are entitled to develop the said Property upon the terms and conditions contained in the said Agreement dated 21st June 2011.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL THAT piece or parcel of non agricultural land or ground hereditaments, appurtenances and premises situate, lying and being at Carter Road No.1, Borivali (East) and bearing Final Plot No.35B of Town Planning Scheme II, Borivali (East) and bearing C.T.S.No.163, admeasuring 1348.3 sq. mtrs. or thereabouts of Village Kanheri, Taluka Borivali in the Registration District and Sub-District of Mumbai

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