



Off.: 2nd floor, Shivambika, Opp. Namaskar Mandal, Agra Road, Kalyan (W.)
email : shetesachin9999@hotmail.com • Tel.: 8655115355

Date : 08.08.2016

To.
M/s Shankheshwar Kreaters,
a Partnership Firm.
Having its Office at 208, Om Supreme Building,
Near D Mart Kalyan (w).

Reg : All that area admeasuring 5775 sq. meter forming a part of all those pieces and parcels of land lying, being and situate at **Village Kolivali**, Taluka Kalyan, Dist Thane bearing ;

Survey No.	Hissa No.	Area (Sq. Meters)
14	2	9310
14	4	200
14	6	760

within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan, hereinafter said area admeasuring 5775 sq. meter is called and referred to as the "Said Property " belonging to Shri Balu Kalu Gavade.

READ :

1. Extracts of 7/12.
2. Relevant Mutation Entries/Certificate.
3. Khate Utara (8-A).
4. I.O.D. granted by Kalyan Dombivli Municipal Corporation bearing NO. KDMP/ NRV / BP / KV / 2013-14/ 115 dated 30.09.2013.
5. Non-Agricultural use permission granted by the Collector, Thane bearing No. Mahasul / Section --I / T -7 / NAP / Kolivli-Kalyan / SR – 212 /2013 dated 28.04.2014.
6. Public Notice issued in daily News Paper Sakal on 09.12.2015.
7. Copy of Agreement For Sale Cum Development Dated 24.03.2015, registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 2262/2015, dated 24.03.2015 made and executed between Shri Balu Kanhu Gaikawad as the Vendors, M/s GNP INFRABUILD, a partnership firm having their office at Shop No. B, Second Floor, Spring Avenue, Spring Time, Cinemax, Opp K.D.M.C "B" Ward, Near Khadakpada, Kalyan (w), through its partner Shri Girish Narayan Pawar and two others

as Purchasers and Vrushali Balu Gawade alias Mrs Vrushali Punit Ghadge as a confirming Party.

8. Copy of Agreement For Sale Cum Development Dated 12.01.2016, registered at the Office of Sub-Registrar of Assurances at Kalyan-1 under Sr. No. 381/2016, dated 12.01.2016 made and executed between Shri Balu Kanhu Gaikawad as the Vendor No. 1, M/s GNP INFRABUILD, a partnership firm having their office at Shop No. B, Second Floor, Spring Avenue, Spring Time, Cinemax, Opp K.D.M.C "B" Ward, Near Khadakpada, Kalyan (w), through its partner Shri Girish Narayan Pawar and two others as Vendor No. 2, M/s Shankheshwar Kreater, a partnership firm having their office at 208, Om -Supreme Building, Near D Mart, Kalyan (w), through its partner Shri Dinesh S. Mehta as Purchaser and Vrushali Balu Gawade alias Mrs Vrushali Punit Ghadge as a confirming Party.

9. Building Commencement Certificate bearing No. KDMP/NRV/BP/KV /2013-14/115/124 dated 29.06.2016.

10. Upto date Search Report.

On perusal of Extract of 7/12, relevant mutation entries and 8A, it appears that Shri Balu Kanhu Gavade is Owner of and/or otherwise well and sufficiently entitled to all those pieces and parcels of land lying being at situated at Village **Kolivali**, Taluka Kalyan, Dist Thane bearing :

Survey No.	Hissa No.	Area (Sq. Meters)
14	2	9310
14	4	200
14	6	760

within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan.

It is represented to me that the said survey Numbers are under reservation as per the development plan for the city of Kalyan.

It further appears that, Shri Balu Kanhu Gavade alongwith his daughter Vrushali Balu Gavade alias Vrushali Punit Ghadge is owner of all the pieces and parcels of land lying, being and situated at Village Kolivli, Taluka Kalyan, Dist Thane bearing Survey No. 11 Hissa No. 3B area admeasuring 1900 sq. Meter and within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan.

That said property bearing Survey No. 14/2, 14/4, 14/6 and 11/3B are collectively called and referred to as "said entire property"

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It further appears that, said Shri Balu Kanhu Gavade along with said Vrushali Balu Gavade alias Vrushali Punit Ghadge with view to develop the said entire property submitted necessary plan with Kalyan Dombivli Municipal Corporation under accommodation reservation policy and accordingly Kalyan Dombivli Municipal Corporation granted I.O.D. under No. KDMP/NRV/BP/KV/2013-14/115 dated 30.09.2013.

It further appears that, on obtaining said I.O.D., the said owner and said Vrushali Balu Gavade alias Vrushali Punit Ghadge obtained necessary Non-agricultural use permission from The collector, Thane bearing No. Mahasul / Section -1 / T -7 / NAP / Kolivli-Kalyan / SR - 212 / 2013 dated 28.04.2014.

It further appears that by and under Agreement For Sale Cum Development Dated 24.03.2015, registered at the Office of Sub-Registrar of Assurances at Kalyan-2 under Sr. No. 2262/2015, dated 24.03.2015, made and executed between Shri Balu Kanhu Gaikawad as the Vendors, M/s GNP INFRABUILD, a partnership firm having their office at Shop No. B, Second Floor, Spring Avenue, Spring Time, Cinemax, Opp K.D.M.C "B" Ward, Near Khadakpada, Kalyan (w), through its partner Shri Girish Narayan Pawar and two others as Purchaser and Vrushali Balu Gawade alias Mrs Vrushali Punit Ghadge as a confirming Party, said M/s GNP INFRABUILD, a partnership firm, has agreed to purchased and acquired the development rights of said property area admeasuring 5775 sq. Meter forming the part of the said entire property for the consideration and on the terms and conditions as mentioned therein.

It further appears that by and under Agreement For Sale Cum Development Dated 12.01.2016, registered at the Office of Sub-Registrar of Assurances at Kalyan-1 under Sr. No. 381/2016, dated 12.01.2016 made and executed between Shri Balu Kanhu Gaikawad as the Vendor No. 1, M/s GNP INFRABUILD, a partnership firm having their office at Shop No. B, Second Floor, Spring Avenue, Spring Time, Cinemax, Opp K.D.M.C "B" Ward, Near Khadakpada, Kalyan (w), through its partner Shri Girish Narayan Pawar and two others as Vendor No. 2 and M/s Shankheshwar Kreators, a Partnership Firm, Having its Office at 208, Om Supreme Building, Near D Mart Kalyan (w) as Purchaser and Vrushali Balu Gawade alias Mrs Vrushali Punit Ghadge as a confirming Party, said M/s Shankeshwar Kreators, a partnership firm, has agreed to purchase and acquire the development rights of said property having an area admeasuring 5775 sq. Meter forming the part of the said entire property for the consideration and on the terms and conditions as mentioned therein.

It further appears that, Kalyan Dombivli Municipal Corporation granted building commencement certificate bearing No. KDMP/NRV/BP/KV /2013-14/115/124 dated 29.06.2016 in respect of said entire property. That said entire property is divided in to two parts i.e. Sub Plot A and Sub Plot

B. That above said area admeasuring 5775 sq. meter which herein referred to as "Said Property" forms the part of said Sub Plot B.

That Public Notice was issued on 09.12.2015 in daily news paper Sakal before execution of above said agreement dated 12.01.2016 and I have not received any objection against said notice.

I have perused, search reports in respect of said property and said search reports does not reveal any other entry which will fall in the category of registered encumbrances over said properties.

On perusal of the above mentioned documents and subject to what is stated herein above, I am of the opinion that the title of above said owner to said property is clear and free from reasonable doubts and encumbrances. That said owner has granted/ assigned the development rights of said property in favour of said M/s GNP INFRABUILD, who in turn have granted/ assigned the development rights of said property to said M/s Shankheshwar Kreater and said M/s Shankheshwar Kreater is well and sufficiently entitled to develop said property by constructing multistoried building thereon as per sanctioned plan and as per D.C. Rules, Regulations and Bye-Laws in force from time to time and by complying with conditions and requirements as mentioned in sanctioned plans and permissions.



SACHIN R. SHETE
ADVOCATE