

K. S. Dubey

Annexure 'B'

Advocate, High Court, Mumbai

Chamber :

105-B, Esplanade Mansion,
144-146, M. G. Road, Fort,
Mumbai - 400 023.
Tel. : 2281 8469

Resi. :

B-34/603, Shivali CHS Ltd.,
Shanti Park, Mira Road (E),
Thane - 401 107.
Tel. : 2855 0341
Cell : 093227 05797

TO WHOM SO EVER IT MAY CONCERN

RE: THIS CERTIFICATE IS BEING ISSUED IN RESPECT OF ALL THAT PIECE & PARCEL OF LAND ADMEASURING ABOUT 2175.00 SQUARE METERS OF PLOT NO."B" BEARING SURVEY NO.40, HISSA NO.3 LYING BEING AND SITUATE AT VILLAGE BELAVALI, TALUKA AMBERNATH, DISTRICT THANE, WITHIN THE LIMIT OF KULGAON-BADLAPUR MUNICIPAL COUNCIL AND SUB-REGISTRAR OF ASSURANCES, ULHASNAGAR-2 AND IS MORE PARTICULARLY DESCRIBED IN THE SCHEDULE HEREUNDER WRITTEN BELONGING TO SHRI SANTOSH KACHARU GAIKWAD & SHRI PARESH KACHARU GAIKWAD AND SHALL HEREINAFTER BE REFERRED TO "AS SAID PLOT OF LAND".

(1) This is to certify that I have perused the documents and records made available to me by Shri Rohan Narendra Sodhi sole proprietor of M/s. Rohan Gruh Nirman as referred in following paragraphs in respect of Properties comprising of three different Plots of land viz. (1) admeasuring 4000 square meters, bearing Survey No.40,

Hissa No.1, (2) admeasuring 2330 square meters, bearing Survey No.40, Hissa No.3, and (3) admeasuring 660 square meters, bearing Survey No.38, Hissa No.3, all are lying, being and situate at Village Belavali, Taluka Ambernath, District Thane within the limit of Kulgaon-Badlapur Municipal Council and Sub-Registrar of Assurances, Ulhasnagar-2. Hereinafter collectively called as "said properties".

2. The title of aforesaid owner is derived on the following deeds & documents.

3. As per Mutation Entry No.693 approved on 21-10-1968 inherited holder of said properties One Mr. Kanu Bhau Gaikwad died intestate on 18-9-1968 leaving behind him the following persons as his only legal heirs on whom his right, title and interest in the aforesaid properties devolved.

Sr. No.	Name	Relationship with the deceased
1.	Bhagirathi Kanu Gaikwad.	Wife/Widow
2.	Kacharu Kanu Gaikwad.	Son
3.	Mithabai Baban	Married daughter
4.	Changi Mangal Jadhav	Married daughter

It is recorded in said Mutation Entry No. 693 that the said two daughters mentioned at Serial Nos.3 & 4 above, after their marriage have gone to their respective matrimonial homes, that they have filed their respective

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say before Revenue Authority stating therein that they do not want any share in their father's property, and that according to their respective say and panchanama the legal heirs at Serial Nos. 1 & 2 abovenamed have equal right, title and interest in the said properties of late Kanu Bhau Gaikwad.

(4) As per Mutation Entry No.2425 dated 3-12-1998 inherited holder of said properties said Smt. Bhagirathi Kanu Gaikwad mentioned at Serial No.1 died intestate on 28-3-1997 and on her death her right title and interest in respect of the said properties devolved upon her only son Shri Kacharu Kanu Gaikwad mentioned at Serial No.2. Said Kacharu Kanu Gaikwad died intestate on 6-8-1998 leaving behind him the following persons as his only legal heirs on whom his right, title and interest in the said properties devolved.

Sr. No.	Name	Relationship with the Deceased.
1.	Anushuya Kacharu Gaikwad	Wife/Widow
2.	Santosh Kacharu Gaikwad	Son
3.	Paresh Kacharu Gaikwad	Son
4.	Smt. Lalita Pandharinath Satpe Maiden name Miss Lalita Kacharu Gaikwad.	Married daughter.
5.	Smt. Kusum Madhukar Gaikwad Maiden name Miss Kusum Kacharu	Married daughter

Gaikwad.

6. Miss Sujata Kacharu Gaikwad. Daughter.
7. Miss Manisha Kacharu Gaikwad. Daughter.

As per said Mutation Entry No.2425 approved on 3-12-1998 in which the aforesaid persons have been shown as the owners.

(5) I have verified the ULC order issued by ULC authority under reference No. K-ULC/ULN/Scheme (20) (N) /SR-499 dated 5-11-2004 certifying that no excess vacant land in respect of above referred properties. The said Order dated 5-11-2004 is modified by the Competent Authority from time to time till date.

(6) It appears from the Release Deed dated 18-10-2005 executed between (1) Smt. Lalita Pandharinath Satpe maiden name Lalita Kacharu Gaikwad, (2) Smt. Kusum Madhukar Gaikwad Maiden name Kusum Kacharu Gaikwad, (3) Smt. Sujata Dinesh Adhav maiden name Sujata Kacharu Gaikwad and (4) Smt. Manisha Suresh Gaikwad maiden name Manisha Kacharu Gaikwad, therein called as Releasors AND (1) Shri Santosh Kacharu Gaikwad & (2) Shri Paresh Kacharu Gaikwad, therein called as Releasees, and records that the said Releasors have relinquished their respective right title and interest in the said properties in favour of the said Releasees at or for the consideration and upon the terms and conditions therein contained. The said Release Deed is Registered with

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Sub-Registrar of Assurances, Ulhasnagar-II under Serial No.3719/2005 dated 18-10-2005.

(7) It is recorded in Development Agreement dated 21-10-2005 executed between said (1) Shri Santosh Kacharu Gaikwad & (2) Shri Paresh Kacharu Gaikwad therein called as owners and Shri Rajkumar Raghunath Kushwaha Sole Proprietor of M/s. Siddharth Developers, the owners have granted the Development rights in respect of the said properties to said Shri Rajkumar Raghunath Kushwaha Sole Proprietor of M/s. Siddharth Developers at or for the consideration and upon the terms and conditions therein contained. The said Development Agreement is registered with the Sub-Registrar of Assurances Ulhasnagar-2 under Serial No.3787/2005 dated 21-10-2005. In pursuance of said Development Agreement dated 21-10-2005 said (1) Shri Santosh Kacharu Gaikwad & (2) Shri Paresh Kacharu Gaikwad executed an Irrevocable Power of Attorney dated 21-10-2005 in favour of said Shri Rajkumar Raghunath Kushwaha, Sole Proprietor of M/s. Siddharth Developers in respect of the said properties. The said Irrevocable Power of Attorney Registered is with Sub-Registrar of Assurances, Ulhasnagar-2 under Serial No.3788/2005 dated 21-10-2005.

(8) It is recorded in the said Registered Development Agreement and said registered Irrevocable Power of Attorney both dated 21-10-2005 that said (1) Shri Santosh Kacharu Gaikwad and (2) Shri Paresh Kacharu

Gaikwad have put said Shri Rajkumar Raghunath Kushwaha Sole Proprietor of M/s. Siddharth Developers in possession of the said properties for Development of the same

(9) The Collector of Thane has issued the Non-Agricultural Order bearing No. Revenue/K-1/T-14/NAP/SR-1/2006 dated 11th August, 2006 in respect of area 6330.00 square Meters bearing Survey No.40, Hissa No.1 and Survey No.40, Hissa No.3.

(10) Rectification Deed dated 12-12-2006 entered into between said (1) Shri Santosh Kacharu Gaikwad and (2) Shri Paresh Kacharu Gaikwad therein called as Owners and said Shri Rajkumar Raghunath Kushwaha sole proprietor of M/s. Siddharth Developers therein called as "Developers" wherein the said Owners have rectified the area mentioned in the Clause No.2 at para No.4 of said Development Agreement dated 21-10-2005 from 6990 square Meters to 1398 square Meters. The said Rectification Deed is registered with registrar of Assurances, Ulhasnagar-2 under Serial No.4318/2006 dated 12-12-2006.

(11) It appears from the Development Agreement dated 2-3-2008 entered into between (1) Shri Sanmish Kacharu Gaikwad and (2) Shri Paresh Kacharu Gaikwad therein called as the owners AND M/s. Pranji Properties Pvt. Ltd., therein called as the Developers, the said Owners have recorded that they have granted development right in

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respect of area 2781.00 square Meters out of area 6330.00 square Meters bearing Survey No.40, Hissa No.1, and Survey No.40 Hissa No.3. However, the said Development Agreement was not registered. It also appears that by Confirmation Deed dated 3-3-2010 the said Owners have confirmed the said Development Agreement dated 2-3-2008. The said Confirmation Deed alongwith the said development Agreement dated 2-3-2008 is registered with Sub-Registrar of Assurances, Ulhasnagar-2, under Serial No.1952/2010 dated 3-3-2010.

(12) From the copy of the Plaint furnish to me in Regular Suit No. 298 of 2011 it appears that said M/s. Pranji Properties Pvt. Ltd. have filed the suit for Declaration & Injunction in the Court of Civil Judge Junior Division, Ulhasnagar against the said Owners and said Shri Rajkumar Raghunath Kushwaha sole proprietor of M/s. Siddharth Developers. However, in the same suit it appears that the Plaintiff have field an Application dated 22-2-2012 for withdrawal of the said suit. The Hon'ble Court by an order dated 22-2-2012 passed below Exhibit "26", allowed the said Application of Plaintiff being withdrawan. Accordingly said Suit was disposed off. The true copy of order dated 22-2-2012 passed below Exhibit "26" by the Hon'ble Court Civil Judge Junior Division, Ulhasnagar is hereto annexed as **Annexure-"I"**.

(13) By Development Agreement dated 12-06-2012, the said Shri Rajkumar Raghunath Kushwaha, sole proprietor of M/s. Siddharth

Developers has granted the Development right in respect of the said Plot of land i.e. area admeasuring about 2175.00 square Meters of Plot No.B bearing Survey No.40, Hissa No.3, to Shri Rohan Narendra Sodhi, Sole Proprietor of M/s. Rohan Gruh Nirman at or for the consideration and upon the terms & conditions therein contained. The said Development Agreement is registered with Sub-Registrar of Assurances, Ulhasnagar-2 under Serial No.5964/2012 dated 12-06-2012. and said Shri Rajkumar Raghunath Kushwaha, sole Proprietor of M/s. Siddharth Developers has also executed an Irrevocable Power of Attorney in favour of said Shri Rohan Narendra Sodhi sole proprietor of M/s. Rohan Gruh Nirman in respect of the said land hereinunder written. The said Irrevocable Power of Attorney is registered with Sub-Registrar of Assurances, Ulhasnagar-2 under Serial No.5965/2012 dated 12-06-2012.

(14) The said Registered Development Agreement and said Registered Irrevocable Power of Attorney both dated 12-06-2012 record that the said Shri Rohan Narendra Sodhi Sole Proprietor of M/s. Rohan Gruh Nirman has been put in possession of the said Plot of land by said Shri Rajkumar Raghunath Kushwaha, Sole Proprietor of M/s. Siddharth Developers for the Development of the same.

(15) From the revised sanctioned Plan approved by Kulgaon-Badlapur Municipal Council (said KBMC) under Commence Certificate No. KBMC/NRV/B.P./828-116 dated 6th July 2011 it appears that the said Plot of land is divided into two plots by D.P. Road and

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described for identification as Plot No."A" & Plot No."B". It appears that on Plot No."A" shown on said revised sanctioned Plan the building for Ground + 3 Upper floor is sanctioned by KBMC; and the said Rajkumar Raghunath Kushwaha Sole Proprietor of M/s. Siddharth Developers has constructed the Building/s thereon. It also appears that on Plot No.B shown on the said Revised sanctioned Plan, the building for Ground +7 Upper floor is sanctioned by KBMC.

(16) It appears from Supplementary Development Agreement dated 30.8.2012 entered into between said M/s. Siddharth Developers therein called as Party of the First Part AND said M/s. Rohan Gruh Nirman therein called as the Party of the Second Part, the said Party of the First Part and Party of the Second Part have recorded that as per Revised Sanction Plan they will share the total constructed area on the said Plot No.B in the ratio of 40% to the Party of the First Part as per Annexure -"I" annexed to the said Agreement and 60% to the Party of the Second Part as per Annexure-"II" annexed to the said Agreement and upon the other terms & conditions therein contained. A true copy of the said Supplementary Agreement along with true copy of revised sanctioned approved by KBMC is hereto annexed as **Annexure-"II"** **Collectively.**

(17) Subject to what is stated hereinabove the title to the property described in the Schedule hereunder written is clear & marketable and the

said M/s. Rohan Gruh Nirman is entitled to Develop the said land and to deal with the same as per the terms of the said Registered Development Agreement dated 12-06-2012 and said Supplementary Development Agreement dated 30.0.2012.

THE SCHEDULE ABOVE REFERRED TO.

All that piece and parcel of land admeasuring about 2175.00 square Meters of Plot No.B bearing Survey No.40, Hissa No.3 lying being and situate at village Belavali, Taluka Ambernath, District Thane, within the limit of Kulgaon-Badlapur Municipal Council and Sub-Registrar of Assurances. Ulhasnagar-2.

Dated this 25TH day of September, 2012.



(K. S. DUBEY)

Advocate High Court, Bombay.

Annexure I : Flats/Shops Belonging to Siddharth Developers as per plan attached hereunder

Annexure 'C'

Sr.No.	Flat/ Shop	Carpet Area in Sq Ft	Floor	Wing No.
1	Shop No 10	180 Sq Ft	Ground	B
2	Shop No 11	181 Sq Ft	Ground	B
3	Shop No 12	211 Sq Ft	Ground	B
4	Shop No 13	167 Sq Ft	Ground	B
5	Shop No 14	167 Sq Ft	Ground	B
6	Shop No 15	202 Sq Ft	Ground	B
7	Flat No 101	470 Sq Ft	First	A
8	Flat No 102	439 Sq Ft	First	A
9	Flat No 103	468 Sq Ft	First	A
10	Flat No 104	468 Sq Ft	First	A
11	Flat No 105	468 Sq Ft	First	A
12	Flat No 101	431 + 152 Sq Ft Terr	First	B
13	Flat No 102	423 + 152 Sq Ft Terr	First	B
14	Flat No 103	597+ 53 Sq Ft Terr	First	B
15	Flat No 104	597 + 53 Sq Ft Terr	First	B
16	Flat No 106	431 + 44 Sq Ft Terr	First	B
17	Flat No 201	470 Sq Ft	Second	A
18	Flat No 202	439 Sq Ft	Second	A
19	Flat No 203	468 Sq Ft	Second	A
20	Flat No 204	468 Sq Ft	Second	A
21	Flat No 205	468 Sq Ft	Second	A
22	Flat No 201	474 Sq Ft	Second	B
23	Flat No 202	466 Sq Ft	Second	B
24	Flat No 203	637 + 82 Sq Ft Terr	Second	B
25	Flat No 204	637 + 82 Sq Ft Terr	Second	B
26	Flat No 206	436 + 44 Sq Ft Terr	Second	B
27	Flat No 301	470 Sq Ft	Third	A
28	Flat No 302	439 Sq Ft	Third	A



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Handwritten signature/initials.

29	Flat No 303	468 Sq Ft	Third	A
30	Flat No 304	468 Sq Ft	Third	A
31	Flat No 305	468 Sq Ft	Third	A
32	Flat No 301	431 + 152 Sq Ft Terr	Third	B
33	Flat No 302	423 + 152 Sq Ft Terr	Third	B
34	Flat No 303	597 + 53 Sq Ft Terr	Third	B
35	Flat No 304	597 + 53 Sq Ft Terr	Third	B
36	Flat No 305	413 + 44 Sq Ft Terr	Third	B
	Flat No 306	431 + 44 Sq Ft Terr	Third	B
	Flat No 406	436 + 44 Sq Ft Terr	Fourth	B

John Doll

[Signature]





29	Flat No 504	468 Sq Ft	Fifth	A
30	Flat No 505	468 Sq Ft	Fifth	A
31	Flat No 501	431 + 152 Sq Ft Terr	Fifth	B
32	Flat No 502	423 + 152 Sq Ft Terr	Fifth	B
33	Flat No 503	597+ 53 Sq Ft Terr	Fifth	B
34	Flat No 504	597 + 53 Sq Ft Terr	Fifth	B
35	Flat No 505	413 + 44 Sq Ft Terr	Fifth	B
36	Flat No 506	431 + 44 Sq Ft Terr	Fifth	B
37	Flat No 601	470 Sq Ft	Sixth	A
38	Flat No 602	439 Sq Ft	Sixth	A
39	Flat No 603	468 Sq Ft	Sixth	A
40	Flat No 604	468 Sq Ft	Sixth	A
41	Flat No 605	468 Sq Ft	Sixth	A
42	Flat No 601	474 Sq Ft	Sixth	B
43	Flat No 602	466 Sq Ft	Sixth	B
44	Flat No 603	637 + 82 Sq Ft Terr	Sixth	B
45	Flat No 604	637 + 82 Sq Ft Terr	Sixth	B
46	Flat No 605	413 + 44 Sq Ft Terr	Sixth	B
47	Flat No 606	436 + 44 Sq Ft Terr	Sixth	B
48	Flat No 701	470 Sq Ft	Seventh	A
49	Flat No 702	439 Sq Ft	Seventh	A
50	Flat No 703	468 Sq Ft	Seventh	A
51	Flat No 704	468 Sq Ft	Seventh	A
52	Flat No 705	468 Sq Ft	Seventh	A
53	Flat No 701	431 + 152 Sq Ft Terr	Seventh	B
54	Flat No 702	423 + 152 Sq Ft Terr	Seventh	B
55	Flat No 703	597+ 53 Sq Ft Terr	Seventh	B
56	Flat No 704	597 + 53 Sq Ft Terr	Seventh	B
57	Flat No 705	413 + 44 Sq Ft Terr	Seventh	B
58	Flat No 706	431 + 44 Sq Ft Terr	Seventh	B

Handwritten signature/initials

**Annexure II : Flats/Shops Belonging to Rohan Gruh Nirman as shown as
per plan attached hereunder**

Sr.No.	Flat/ Shop	Carpet Area in Sq Ft	Floor	Wing No.
1	Shop No 1	198 Sq Ft	Ground	A
2	Shop No 2	184 Sq Ft	Ground	A
	Shop No 3	198 Sq Ft	Ground	A
	Shop No 4	238 Sq Ft	Ground	A
	Shop No 5	173 Sq Ft	Ground	A
	Shop No 6	136 Sq Ft	Ground	A
7	Shop No 7	198 Sq Ft	Ground	A
8	Shop No 8	184 Sq Ft	Ground	A
9	Shop No 9	144 Sq Ft	Ground	A
10	Flat No. 001	501 Sq Ft	Ground	A
11	Flat No. 001	367 Sq Ft	Ground	B
12	Flat No. 002	360 Sq Ft	Ground	B
13	Flat No. 003	528 Sq Ft	Ground	B
14	Flat No 105	387 + 194 Sq Ft Terr	First	B
15	Flat No 205	418 + 44 Sq Ft Terr	Second	B
16	Flat No 401	470 Sq Ft	Fourth	A
17	Flat No 402	439 Sq Ft	Fourth	A
18	Flat No 403	468 Sq Ft	Fourth	A
19	Flat No 404	468 Sq Ft	Fourth	A
20	Flat No 405	468 Sq Ft	Fourth	A
21	Flat No 401	474 Sq Ft	Fourth	B
22	Flat No 402	466 Sq Ft	Fourth	B
23	Flat No 403	637 + 82 Sq Ft Terr	Fourth	B
24	Flat No 404	637 + 82 Sq Ft Terr	Fourth	B
25	Flat No 405	418 + 44 Sq Ft Terr	Fourth	B
26	Flat No 501	470 Sq Ft	Fifth	A
27	Flat No 502	439 Sq Ft	Fifth	A
28	Flat No 503	468 Sq Ft	Fifth	A