### TAMHANE & CO.

**ADVOCATES & SOLICITORS** 

AJIT C. TAMHANE

Tel.: 2287 6332 / 2287 6333 Email: tamhaneco@rediffmail.com

Office:

401-A, 4th Floor, Rehman House, 18-A, Nadir Shaw Sukhia Street, Fort, Mumbai - 400 001.

### TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY THAT at the request of M/S. PRANJEE a Company duly registered under the PROPERTIES PVT LTD. provisions of the Companies Act, 1956 having its office at 201, Jollitha Mumbai-400 071, Road, Chembur, Village Ghatla Complex, (hereinafter called as "Promoters") we have investigated title in respect of properties viz. all those pieces and parcels of land situate lying and being at Mauje Belavalli, Badalapur, Taluka-Ambernath, District- thane, altogether admeasuring 52739 sq. yards, equivalent to 44096.86 sq. mtrs or thereabout having details as follows:-

Sr. No.	Survey No.	Hissa No.	Area Sq. Mtrs.
1.	33	P	760
2.	35	1(P)	6000
3.	35	1(P)	3030
4.	35	1(P)	4046.86
5.	36	2	1520
6.	38	8/2	4450
7:-	39	(P)	1300
8	35	1(P)	6100

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Sr.	Survey No.	Hissa No.	Area Sq. Mtrs.
No.			
9.	35	3	2020
10.	36	1	5260
11.	38	8/1	4910
12. /	39	(P)	2200
13. 🗸	34 '	_	2500
		Total	44096.86

(hereinafter referred to as the "said larger Properties") by perusing various documents of title and Search Report and would like to state as follows:

1. Smt. Anusaya Kanu Karale, Bhau Rama Karake, Bhagwan Mahadu (Patil) Karale and Krishna Nana (Patil) Karale and Others (hereinafter referred to as "Original Owners No.1") were seized and possessed of and/or otherwise well and sufficiently entitled to pieces and parcels of land which are stated at Serial Nos.1 to 8 hereinabove.



2. The above said Original Owners viz. Anusaya Kanu Karale and Others by various and diverse Agreements made between Dinesh Housing Development Pvt. Ltd. through its Directors viz. 1) Shri Dinesh alias Dinkar Baburao More and 2) Shri. Ramakrishna Baburao More (hereinafter referred to as "the First Developers") and M/s. Dinesh Construction through its Partner viz. 1) Shri Dinesh alias

Dinkar Baburao More and 2) Shri. Ramakrishna Baburao More (hereinafter referred to as "the Second Developers") entrusted development rights in respect of properties stated at Serial Nos.1 to 7 hereinabove to the said First and the Second Developers.

- 3. Smt. Anubai Harishchandra Patil and Others (hereinafter also referred to as "Original Owners No.2") by various and diverse Agreements made between Dinesh Housing Development Pvt. Ltd. through its Directors viz. 1) Shri Dinesh alias Dinkar Baburao More and 2) Shri. Ramakrishna Baburao More (hereinafter referred to as "the First Developers") and M/s. Dinesh Construction through its Partner viz. 1) Shri Dinesh alias Dinkar Baburao More and 2) Shri. Ramakrishna Baburao More (hereinafter referred to as "the Second Developers") entrusted development rights in respect of properties stated at Serial Nos.9 to 11 to the said First and the Second Developers.
- 4. The said First Developers and the Second Developers had secured the said properties stated at Serial Nos.1 to 7 and Nos.9 to 11 of larger properties by way of simple mortgage with C.K.P. Cooperative Bank, Thane Branch.

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- 5. The said First Developers and the Second Developers failed and neglected to pay of the loan amount of the said C.K.P Co-operative Bank, Thane Branch.
- 6. Thereafter the said First Developers and the Second Developers and abovesaid Original Owners approached M/s. Pranjee Properties Pvt. Ltd. "The Promoters" to take over the properties and clear the said Bank's charge and to repay the balance payment and the Owners who have agreed to sell the said portion stated in Larger property with consent and concurrence of the said First Developers, Second Developers and the said C.K.P. Co-operative Bank to the said Promoters.
- 7. Pursuant to the said representations the Promoters through its Directors have approached the said C.K.P. Co-operative Bank and obtained no objection for purchase of the said portions of the property at Serial Nos.1 to 7 and Nos.9 to 11 on terms and conditions as mutually agreed between the said Promoters and the said C.K.P. Co-operative Bank.

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8. Pursuant to the said negotiations by the Original Owners and/or their legal representatives with consent and concurrences of the First Developers and Second Developers, the Promoters herein have

entered into Agreement for Sale dated 21/07/2007 in respect of N.A. Lands which are described in the Schedule of the said Agreement being Serial Nos.1 to 7 hereinabove. The said Agreement for Sale dated 21/07/2007 is duly registered with Sub-Registrar of Assurances at Ulhasnagar at Serial No.U.H.N.2-03720/2007 dated 21/07/2007.

- 9. By and under Agreement for Development dated 21/07/2007 between aforesaid Anubai Harishchandra Patil & Ors. (Original Owners), First Developers and Second Developers of the One Part and Promoters herein of the Other Part, the said Owners at/or for the consideration and on terms and conditions entrusted development rights in respect of agricultural lands more particularly described in the said Agreement including properties being at Serial No. 9 to 11 hereinabvoe. The said Agreement for Development dated 21/07/2007 is duly registered with the Sub-Registrar of Assurances at Ulhasnagar under Serial No. U.H.N.2-03724/2007 dated 21/07/2007.
- 10. Pursuant to the afore recited Agreement for Sale and Agreement for Development both dated 21/07/2007, the original Owners have executed and/or granted Irrevocable Power of Attorney dated 21/07/2007 to the Promoters/Directors for various acts, deeds, matters and things including power to convey the said properties.

The said Power of Attornies are duly registered with Sub-Registrar of Assurances at Ulhasnagar under Serial No. U.H.N.2-03721/2007 dated 21/07/2007 and U.H.N.2-03725/2007 dated 27/07/2007 respectively.

By Agreement for Sale dated 01/04/2008 made between 1) 11. Krishna Nana Karale (Patil) 2) Smt. Manjula Krishna Karale, 3) Nandkumar Krishna Karale 4) Rajesh Krishna Karale 5) Smt. Kanta Jitendera Tandel 6) Smt. Jyoti Sudam Patil of the First Part (hereinafter also referred to "Original Owners No.3") AND the Promoters herein of the Other Part, the said Original Owners No.3 have agreed to sell the plot of land bearing Survey No.35 Hissa No.1 (pt), admeasuring 7381 sq. yards equivalent to 6100 sq. mtrs. or thereabout stated at Serial No.8 hereinabove. The said Agreement is duly registered with Sub-Registrar of Assurances at Ulhasnagar bearing Registration No.U.H.N.2-02645/2008 dated 01/04/2008. The said Original Owners No.3 have also executed Power of Attorney dated 01/04/2008 in favour of the said Promoters, the same is also registered with Sub-Registrar of Assurances at Ulhasnagar bearing Registration No.U.H.N.2-02646/2008 dated 01/04/2008 in respect of the said plot of land.

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- By Agreement for Sale dated 24/12/2007 made between the 1) 12. Yashwant Pundlik Bhoir 2) Dinesh Yashwant Bhoir 3) Mahesh Yashwant Bhoir of the First Part (hereinafter referred to as the "Original Owners" No.4") AND the said Promoters of the Other Part, the said Original Owners No.4 agreed to sell the plots of lands including Plot bearing Survey No. 39(pt) admeasuring 2200 sq. mtrs. as stated at Serial No.12 hereinabove. The said Agreement is duly registered with Sub-Ulhasnagar bearing Assurances at Registrar No.U.H.N.2-6553/2007 dated 24/12/2007. The said Original Owners No.4 have also executed Power of Attorney dated 24/12/2007 in favour of the said Promoters, the same is also registered with Sub-Registrar of Assurances at Ulhasnagar bearing Registration No.U.H.N.2 6554/2007 dated 24/12/2007 in respect of the said plot of land.
- 13. By Agreement for Sale dated 15/02/2008 made between 1)
  Umesh Chandrakant Patil, 2) Smt. Bhagyashree Bhagwan Madvi, 3)
  Smt. Sunita Sanjay Bhoir, 4) Smt. Anita Ravindra Patil 5) Kum. Sarita
  Chandrakant Patil of the First Part (hereinafter referred to as the
  "Original Owners No.5") AND the Promoters herein of the Other Part,
  the said Original Owners No.5 have agreed to sell the Agricultural plot

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of land bearing Survey No.34 admeasuring 2990 sq. yards equivalent to 2500 sq. mtrs. or thereabout stated at Serial No.13 hereinabove. The said Agreement is duly registered with Sub-Registrar of Ulhasnagar bearing Registration No.U.H.N.2-**Assurances** at 01280/2008 dated 16/02/2008. The said Original Owners No.5 have also executed Power of Attorney dated 15/02/2008 in favour of the The same is also registered with Sub-Registrar of said Promoters. Registration Ulhasnagar bearing No.U.H.N.20-**Assurances** at 1281/2008 dated 16/02/2008 in respect of the said plot of land.

- 14. Under all aforesaid Agreements at Serial Nos.1 to 13 hereinabove, the Promoters have paid entire consideration to the respective Owners and respect Owners/their legal heirs have put the Promoters into possession of the said Larger Properties. The properties described at Serial Nos.1 to 13 constitute the "said Larger Property".
- 15. The Promoters herein have paid and/or discharged entire payment of C.K.P Co-Operative Bank, Thane Branch and obtained Release of Lien by Letter dated 21/05/2009 from C.K.P CO-operative Bank, Thane Branch in respect of properties stated at Serial Nos.1 to 7 and Nos.9 to 11 hereinabove

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- 16. The Promoters have applied to the Revenue Authorities to cancel the charge of the C.K.P. Co-operative Bank, Thane Branch as also Mutate their name in Other Rights Column in respect of said Larger Property.
- 17. All the aforesaid Agreements hereinabove are valid, subsisting and binding on the parties stated above.
- 18. The Collector, Dist. Thane has vide his order dated 11/05/2005 granted Non-Agricultural permission on certain terms and conditions as more particularly stated in the said Order in respect of portion of Larger Property stated at Serial Nos.1 to 7. The Collector, Dist. Thane vide his order dated 18/10/2008 has also granted Non-Agricultural permission on certain terms and conditions as more particularly stated in the said Order in respect of Properties bearing Survey No.35 Hissa No.1 area admeasuring 6000 sq. mtrs. stated at Serial No.8 hereinabove. The Promoters have applied N.A. permission in respect of properties stated at Serial Nos.9 to 12.
- 19. The Dy. Collector and Competent Authority constituted under Urban Land (Ceiling and Regulation) Act, 1976 has passed orders from time to time thereby granting exemptions with certain conditions and modifications pursuant thereto Promoters are required to handover

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certain constructed units at fixed rate by Government to Competent Authority, u/s. 20 and 21 of Urban Land (Ceiling and Regulation) Act, 1976 in respect of Larger Property.

- 20. The Promoters through their Architects have submitted plans being layout on the entire larger property to Kulgaon-Badlapur Municipal Council and the said Municipal Council has granted permission to the Promoters vide its Order No.KBNP/BP/1864-329 dated 31/03/2009 on terms and conditions as more particularly stated in the said Permission.
- 21. We have published Public Notices on 11/06/2007 in Navshakti, Free Press Journal and Thane Hello Lokmat and on 12/06/2007 in Loksatta Marathi edition and on 03/09/2007 in Thane Hello Lokmat, Navshakti, Free Press Journal as also in Loksatta on 04/09/2007 thereby inviting claims from various persons in respect of said Larger Properties and have not received any claims from anybody.
- 22. We have also pursued search notes in respect of the said larger properties taken by Searcher Shri. G.H. Jagtap and found no adverse entries/remark other than what is stated hereinabove.

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23. Subject to what is stated hereinabove the title of all original Owners as reflected in various Survey Nos. and Hissa Nos. mutated on 7/12 extract is clear, marketable and free from all encumbrances and Promoters viz. M/s. Pranjee Properties Pvt. Ltd. have full right and irrevocable authorities to develop the said larger properties as per the layout and have right to sell various units in the said layout.

## THE SCHEDULE OF THE LARGER PROPERTIES ABOVEREFERRED TO:-

All those pieces and parcels of land situated, lying and being at Mauje Belavalli, Badalapur, Taluka-Ambernath, District Thane, altogether admeasuring 52739 sq. yards. equivalent to 44096.86 sq. mtrs. or thereabout and bearing Survey Nos. and Hissa Nos. as follows.

Sr. No.	Survey No.	Hissa No.	Area Sq. Mtrs.
1.	33	P	760
2.	35	1(P)	6000
3.	35	1(P)	3030
4.	35	1(P)	4046.86
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6.	38	8/2	4450
7.	39	(P)	1300
8.	35	1(P)	6100
9.	35	3	2020
10.	36	1	5260

(12)

Sr. No.	Survey No.	Hissa No.	Area Sq. Mtrs.
11.	38	8/1	4910
12.	39	(P)	2200
13.	34	-	2500
		Total	44096.86

Dated this 28<sup>th</sup> day of July, 2009.

For M/s Tamhane & Co.

Advocates & Solicitors For M/S. PRANJEE PROPERTIES PVT LTD.

FROM : TAMHANE

TAMHANE & CO.

**ADVOCATES & SOLICITORS** 

AJIT C. TAMHANE

Tel.: 2287 6332 / 2287 6333 Email: tamhaneco@nadiffmail.com

Office:

401-A, 4th Floor, Rehman House, 18-A, Nadir Shaw Sukhla Street, Fort, Mumbal - 400 001.

#### TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY THAT at the request of M/S. PRANJEE PROPERTIES PVT LTD. a Company duly registered under the provisions of the Companies Act, 1956 having its office at 201, Jollitha Mumbai-400 Road, Chembur, Village Ghatla Complex, (hereinafter called as "Promoters") we have issued report on title dated 29th July, 2009 in respect of the property viz. all those pieces and parcels of land situate lying and being at Mauje Belavalli, altogether Thane, District-Taluka-Ambernath, Badalapur, admeasuring 52739 sq. yards, equivalent to 44096.86 sq. mtrs. which are similar to the schedule hereunder written.

We have also perused search reports all dated 18<sup>th</sup> March, 2010 of Advocate Kiran B. Banote in respect of the properties more particularly described in the Schedule hereunder written and do hereby confirm our report on title issued on 28<sup>th</sup> July, 2009.

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Continuation Sheet ...

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# THE SCHEDULE OF THE LARGER PROPERTIES ABOVEREFERRED TO:-

All those pieces and parcels of land situated, lying and being at Mauje Belavalli, Badalapur, Taluka-Ambernath, District Thane, altogether admeasuring 52739 sq. yards. equivalent to 44096.86 sq. mtrs. or thereabout and bearing Survey Nos. and Hissa Nos. as follows.

Sr.	Survey No.	Hissa No.	Area Sq. Mtrs.
11.			
	33	Р	760
3.	35	1(P)	6000
<u> </u>	35	1(P)	3030
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5.	36	2	1.520
	38	8/2	4450
	39	(P)	1300
	35	1(P)	6100
` <del></del>	35	3	2020
	36	1	5260
1 .	38	8/1	4910
1	39	(P)	2200
	34		2500
:´		Total	44096.86

Diagod this 15th day of April, 2010.

For M/s Tamhane & Co.

Advocates & Solicitors For M/S. PRANJEE PROPERTIES PVT LTD.

### Ganesh S. Vaidya

#### **Advocate**

G/9/B, Matruchaya, New Everest Co-op. Hsg. Soc., Shell Colony Road, Chembur, Mumbai - 400 071. Tel.: 022-25276697 • Telefax: 022-25223310 • Email: gs\_vaidya@indiatimes.com

Ref. No.:

Date: 27.06.17

#### TO WHOMSOEVER IT MAY CONCERN

On perusal of the following documents,

- Title Certificates dtd 28.07.2009 and 15.04.2010 of Tamhane & Co.
   with respect to the registered documents of title for lands mentioned
   below and the registered documents of title qua:-
- a. Survey no. 33 Hissa no. (P): 760sq mtrs, 35 Hissa no.1(P): 6000 sq mtrs, 35/1 Hissa no.1(P): 3030 sq mtrs, 35 Hissa no.1(P): 4810 sq mtrs, 36 Hissa no.2: 1520 sq mtrs, 38 Hissa no.8/2: 4450 sq mtrs, 39 Hissa no. (P): 1300 sq mtrs as mentioned in the schedule to the registered Agreement for Sale dtd. 21.07.2007 bearing registration no. 3720/2007 alongwith registered Power of Attorney dtd. 21.07.2007 bearing registration no. 3721/2007.
- b. Survey nos. 43 Hissa no. B: 1090 sq mtrs, Survey no. 37: 1970 sq. mtrs, survey no:35 hissa no.3: 2020 sq mtrs, 36 hissa no.1: 5260 sq mtrs and 38 hissa no.8/1: 4910 sq mtrs as mentioned in the schedule to the registered development Agreement dtd. 21.07.2007 bearing registration no. 3724/2007 alongwith registered Power of Attorney dtd. 21.07.2007 bearing registration no. 3725/2007.

- c. Survey nos. 38, Hissa no. 4 and survey no. 38 Hissa no. 7: admeasuring 1687.00 sq. yards equivalent to 1410.00 sq meters or thereabout in aggregate pieces and parcels of land situate lying and being at Mauje Belavalli, Badalapur, Taluka-Ambernath, District-Thane as mentioned in the schedule to the registered Agreement for Sale dtd. 24.12.2007 bearing registration no. 6556/2007 alongwith registered Power of Attorney dtd. 24.12.2007 bearing registration no. 6557/2007.
- d. Survey no. 39(p) and 49 hissa no. 2: adm 7451.08 sq yards equivalent to 6230.00 sq meters or thereabout in aggregate pieces and parcels of land situate lying and being at Mauje Belavalli, Badalapur, Taluka-Ambernath, District-Thane as mentioned in the schedule to the registered Agreement for Sale dtd. 24.12.2007 bearing registration no. 6553/2007 alongwith registered Power of Attorney dtd. 24.12.2007 bearing registration no. 6554/2007.
- 2. The Approved plans and Commencement Certificate dtd 10.4.2013 bearing reference outward no./K.B.N.P/930/2013-2014 unique no.109 granted by Kulgaon-Badlapur Nagar Parishad with respect to the aforesaid land.

In my opinion, M/s Pranjee Properties Pvt Ltd have endeavored the development of the land described above. In furtherance to such development M/s Pranjee Properties Pvt Ltd have got their plans

approved and accordingly Kulgaon-Badlapur Nagar Parishad has issued commencement certificates with respect to the land described above. As per the documents referred above M/s Pranjee Properties Pvt Ltd are entitled to develop the aforesaid lands and have full rights and irrevocable authority to commence construction subject to the sanctioned plans and Commencement Certificate and conditions stipulated by any Government authorities qua the Development of the aforesaid lands.

3. As per the recent plans drawn by Kulgaon Badlapur Nagar Parishad, bearing reference no KBNP/NRV/Rekhankan/7490-93 dtd. 17.10.2016, the survey numbers of the plots of land mentioned in the copy of this plan drawn by KBMC, as also informed by Pranjee Properties Pvt. Ltd., have presently been marked and identified in this plan by KBMC as Plot No. 1 adm 2805 sq. meters, Plot No. 2 adm 9127 sq. meters, Plot No. 3 adm 9815.90 sq. meters, Plot No. 4 adm 5000 sq. meters, Plot No. 5 adm 9801.25 sq. meters totally admeasuring 36549.15 sq, meters. The copy of the plan as marked by KBMC is annexed herewith.

Ganesh S'Vaidya

Advocate