MRS.CHAITAN C.KINI,

LL.M

ADVOCATE HIGH COURT **Mobile No.**9224019877

Office at- Shop No.9,Akruti CHS,Dhobi Ali,Near Civil Hospital,Thane (w)-400601

R/At: 707/Saya Park-2 , Opp-Parsik bank ,Kharigoan (Pakhadi)Kalwa,Thane-400605

Date: 29/07/2017

TITLE CERTIICATE

Ref. :ALL THOSE contiguous and adjoining pieces and parcels of non- agricultural lands bearing a) land bearing Old Survey No. 198, Hissa No.15/p , New Survey No.98,Hissa No. 5/p admeasuring 40 gunthas, equivalent to 4000 square meters , b) Land bearing Old survey No. 198, Hiss No. 6 (part, New Survey no.98 Hissa No. 6 admeasurig 19 gunthas, equivalent to 1900 square meters, and C) land bearing Old Survey No. 197, Hissa No.34, New Survey No. 100, Hissa No.34 admeasurig 60 gunthas, equivalent to 6000 square meters lying being and situate at Village Bhayendarpada, Taluka and District, Thane, within the limits of Thane Municipal Corporation and within the Registration District and Sub-Registration district of Thane

With reference and request of my client **M/S. BALAJI CONSTRUCTION COMPANY through Proprietor** MR. ANIL THAKURDAS KURSIJA office at-202/Abhiman –II ,Opp. Forest office, Damani Estate, Thane (w) as per documents produced before me and after going through the documents and records it reveals that:

1. At the relevant time, one Shri Atmaram Laxman Vaity acquired ownership under section 32 M of the Bombay Tenancy and Agricultural Lands Act in the capacity of the tenant purchaser in respect of all that piece and parcel of plot of land bearing old **Survey no. 198 corresponding to new Survey no.98, Hissa no.5 (p) admeasuring 40 gunthas equivalent to 4000 sq. meters,** lying, lying and situate at revenue village Bhayandarpada , Taluka and District Thane, registration district and sub district of Thane, within the limits of the City of Thane Municipal Corporation, hereinafter referred to as **'SAID FIRST PROPERTY'**.

2. The Said Atmaram Laxman Vaity was desirous to sale and transfer the said first property to the interested purchasers. One Shri Vithal Gurunath Lonikar approached him and after negotiations arrived at a concluded contract with him. Since the said first property was subjected to the provisions of section 43 of the BT & AL Act, requisite sale permission under section 43 was obtained from the Sub Divisional Officer, Thane vide reference no TD/T/6/KV/VP/SR-196/2004 on 17th February, 2005. After obtainment of the said sale permission, vide sale deed dated 18th February, 2005, registered under sr. no. TNN-5/1406/2005, the said Vithal Gurunath Lonikar purchased and acquired the said first property from said Shri Atmaram Vaity and acquired physical and legal possession thereof. Prior to the execution of the said sale deed, since at the relevant time ULC Act was into force, permission under section 26/2 Of ULC Act was also obtained from the concerned competent authority inter alia permitting transfer of said first property by said Shri Atmaram Vaity to and in favour of Shri Vithal Gurunath Lonikar. Vide mutation entry no. 290, the name of said Vithal Gurunath Lonikar came to be mutated in the Revenue Record and as such since then he is shown as the holder of the said first property.

3. Out of the said first property, an area admeasuring 2652 sq. meters is affected in road widening of Ghodbandar Road as per sanctioned development plan for the city of Thane. Further area admeasuring 343 sq. meters out of the said first property at the relevant time came to be declared as surplus land under the ULC Act. Nevertheless the possession of said surplus land was neither taken over by the government nor any compensation was offered to Atmaram Vaity or said Vithal Gurunath Lonikar. At the relevant time, vide registered agreement for sale dated 16th October, 2008 registered under sr. no. TNN8/5/8185/2008, said Vithal Lonikar agreed to sell, transfer an area admeasuring 3657 sq. meters out of the said first property to one M/s Thyrocare Technologies Ltd and also executed a registered power of attorney dated 16th October, 2008 registered under sr.no.840 of 2008 and there under conferred various powers upon the directors of M/s Thyrocare Technologies Ltd with respect to the said first property. However subsequently vide registered Deed of Cancellation dated registered under sr. no. TNN-5/00710/2011 the said Vithal Gurunath Lonikar and said Thyrocare Technologies Ltd. cancelled the said agreement dated 16th October, 2008 and revoked the said power of attorney. Said Gurunath Lonikar under the said deed of cancellation returned the entire consideration which he had received from said Thyrocare Techlonogies Ltd, pursuant the agreement dated 16th October, 2008.

4. At the material time, said Gurunath Lonikar was in physical and legal possession of the said first property particularly to the extent of an area admeasuring 4000 sq. meters.

5. Similarly at all the relevant time Shri Gajanan Kamlya Patil and six others were the owners of all that piece and parcel of plot of land bearing **old Survey no.198, Hissa no.6, new Survey no.98, Hissa no.6 area admeasuring 1900 sq.** meters, lying being and situate at revenue

village Bhayinderpada, Taluka and District Thane, registration district and sub district Thane, within the limits of Municipal Corporation, hereinafter referred to as **'SAID SECOND PROPERTY'**.

6. Said Shri Gajanan Kamlya Patil and 6 others vide Development Agreement dated 10th August, 2006 registered under sr. no.TNN5-05246-2006 on 25th August, 2006 granted and assigned development rights of the said second property to and in favour of M/s Laxmi Developers through its sole proprietor Shri Manohar Lonikar, for the consideration and upon the terms and conditions contained therein. Pursuant to the execution of said Development Agreement, said Shri Gajanan Patil and 6 others executed power of attorney dated 10th August, 2006 and conferred upon said M/s Laxmi Developers through its sole proprietor Shri Manohar Lonikar, powers regarding development of said Second property and also placed the said M/s Laxmi Developers through its sole proprietor Shri Manohar Lonikar in legal and physical possession of the said second property. Since then the said M/s Laxmi Developers through its sole proprietor Shri Manohar Lonikar was in continuous, physical and legal possession of the said second property without any obstructions and/or adverse claim of any other person including the said Shri Gajanan Kamlya Patil and six others.

7. The said M/s Laxmi Developers through its sole proprietor Shri Manohar Lonikar has agreed to provide to Shri Gajanan Kamlya Patil and six others carpet area of 12,000 sq. ft in the form of constructed premises. Out of this 12,000 sq. ft in the form of constructed premises, the said M/s Laxmi Developers through its sole proprietor Shri Manohar Lonikar has agreed to provide about 1500 sq. ft of carpet area in the form of Bangalow with surrounding open space of 2000-3000 sq. ft. around the bungalow and 500 sq. ft carpet area in the form of shop premises to be situate on the ground floor in the building proposed to

be constructed on the said second property. After deducting this area of bungalow and shop from the said 12,000 sq. ft carpet area, the balance area has been agreed to be provided in the form of various constructed residential premises. However, the desired development of the said second property could not be achieved by the said M/s Laxmi Developers through its sole proprietor Shri Manohar Lonikar.

8. That one M/s Abhay Mitra Co-operative Housing Society was the owner of plot of land bearing **old Survey no.197, Hissa no.34 corresponding to new Survey no (TPS) 100, Hissa no.34, admeasuring 6000 sq. meters,** lying, being and situated at revenue village Bhayanderpada, Taluka and District Thane, registration district and sub district Thane, within the limits of Thane Municipal Corporation, hereinafter referred to as '**SAID THIRD PROPERTY**'.

9. The aforesaid society at the relevant time granted development right of the said third property to said M/s Laxmi Developers through its sole proprietor Shri Manohar Lonikar under Agreement for Development dated 24th January, 2003 registered under serial no. TNN5/1006/2003. Pursuant to the said right said M/s Laxmi Developers through its sole proprietor Shri Manohar Lonikar constructed three buildings, Eleven Row Houses and three bungalows pursuant to the sanctioned plan, sanctioned under V.P. No. 2003/91/TMC/TDD/155 dated 13th June, 2007. However during the course of development of the said third property, the entire potential TDR thereof had not been used and at the relevant time a TDR to the extent of 3295 sq. meters was available for consumption and/or transfer with the said M/s Laxmi Developers through its sole proprietor Shri Manohar Lonikar with respect to the said third property.

10. The said first property, said second property and said third properties are situated adjacent to each other. At the relevant time said M/s Laxmi Developers through its sole proprietor Shri Manohar Lonikar

represented to the Promoters, that the TDR of the said third property can be loaded in the development of the said first property and second property as per the relevant provisions of DC rules and regulations and that it has all and every right to transfer the said TDR in favour of the developers. At the relevant time, the potentiality of development of said First and said second property in amalgamation with each other alongwith the TDR of said third property, was certified by the Architect Mr Arunkumar Thakkar vide his certificate dated 23rd February, 2011.

11. In the backdrop of the aforesaid facts, at the relevant time, said Vithal Gurunath Lonikar and said M/s Laxmi Developers through its sole proprietor Shri Manohar Lonikar approached the Said Promoters and offered to transfer, grant and assign the development right of the said first property, said second property together with the right to utilize TDR to the extent of 3295 sq. meters of the said third property to the Promoters. All the parties then after detailed negotiations and discussions entered into a concluded contract under the name and style of DEED OF ASSIGNMENT OF DEVELOPMENT RIGHT DATED 28TH FEBRUARY, 2011, duly registered with Sub Registrar of Assurances Thane-1, under sr. no. TNN5-02004-2011. Pursuant to the said Deed of Assignment said Vithal Gurunath Lonikar and said M/s Laxmi Developers through its sole proprietor Shri Manohar Lonikar also executed a registered general power of attorney of even date duly authenticated before the Sub Registrar of Assurances, Thane under Sr. No. 196/11 dated 03.03.2011 and there under conferred upon the partners of the Promoters herein all requisite powers inter alia for development of the said first property and said second property in amalgamation with each other and by loading the said available TDR of the said third property. Pursuant to the said Deed of Assignment coupled with the said general power of attorney, the Promoters acquired physical and legal possession of the said first property, said

second property and have also become entitled to the said TDR to the extent of 3295 sq. meters of the said third property.

12. The Said Promoters also got right under the said Deed of Assignment to amalgamate any other and further adjacent properties situate in the neighborhood thereof.

13. The Said Promoters after acquisition of the rights as conferred upon then, appointed Mr. Santosh Gawade as the Architects for the said development project and entered into with said Architect a standard agreement as prescribed by the Association of the Architects.

14. The Said Promoters also appointed M/s Epicons Consultants as structural Engineers for the purpose of construction of structural design and drawings in respect of the proposed buildings to be erected upon the said first, second and third property.

15. The Said Promoters through said Architect prepared an integrated layout plan contemplating amalgamation of the said first property, said second property and submitted the said layout plan for approval to Thane Municipal Corporation. The said corporation after usual scrutiny of the said development proposal granted its approval on 25.5.2012 by issuing building permission certificate dated 25.5.2012 bearing no. V.P. No.S06/0125/11/TMC/TDD/0608/12.

16. As per the said sanction plan, construction of two buildings bearing Building No.A-1 consisting of stilt(part)+Gr(part)+19 upper floor and Building No.A-2 consisting of stilt(part) +Gr(part)+ 10 upper floors is permitted upon the said first and second property. The Said promoters then have also obtained from said corporation commencement certificate bearing VP No. SO6/0125/11/TMC/TDD/0681/12 dated 26.9.2012 interalia permitting to commence construction of said two approved buildings as pr the said approved plan.

17. The Said Promoters as per the said sanction plan and commencement certificate even though were permitted to Construct said two buildings

i.e building nos. A-1 and A-2 still by utilizing balance FSI and TDR potentiality of the said first, second and /or third property promoter were/are proposing to construct additional upper floors and/or additional building as may be permitted by the corporation and/or other competent authority.

18. One M/s Sidhivinayak Enterprises a partnership firm through its partner Shri.Shri. Manohar Gurunath Lonikar and Shri.Govind Sopan Kakade having office at C/o Sagar Xerox, Nr.Perfect Motor Driving School, Talaopali, Thane (West) at the relevant time was sized and possessed of and/or having exclusive legal right of development by using FSI and permissible TDR of and in respect of all that piece and parcel of a) land bearing **Old Survey No. 197, Hissa No.16, New Survey No.100, Hissa No.16 (part) admeasuring 31 gunthas, equivalent to 3100 square meters** , b) **Land bearing Old survey No. 198, Hiss No. 4 (part, New Survey no.98 Hissa No. 4B admeasurig 9.10 gunthas, equivalent to 910 square meters, and C) land bearing Old Survey No. 198, Hissa No.3, New Survey No. 98, Hissa No.3 admeasuring 8172 square yards**. The aforesaid three properties are herein after collectively referred to as SAID FOURTH PROPERTY .

19. Said M/s Sidhivinayak Acquired said fourth property from their respective original owners by and under diverse deeds and documents and acquiring lawful possession and rights under such diverse agreement upon said fourth property for valuable consideration.

20. Said fourth property is also situate in the neighborhood of said first, second and third property as such promoter therefore thought to acquire the said forth property for development and accordingly approached M/s Sidhivinayak .

21. Said M/s Sidhivinayak after negotiations and protracted discussion granted and assigned development rights of said fourth property to the promoters by and under DEED OF ASSIGNMENT OF

DEVELOPMENT RIGHTS DATED 30.1.2012 registered under serial No. TNN5-000986-2012 dated 1.2.2012 with sub-registrar of assurances, Thane and also executed registered Power of Attorney dated1.02.2012, duly authenticated before the Sub- Registrar Of Assurances Thane -5 under sr. no. 109/2012 dated 01.02.2012. Pursuant to said Deed of Assignment and Power of Attorney said M/s Sidhivinayak placed promoter herein in physical, vacant, peaceful and legal possession of said fourth property with all powers and rights to develop the said property either singularly and/or in amalgamation with other neighborhood properties including said first, second and third property.

22. The promoter specifically have declared and assured that they have acquired the said fourth property under said deed dated 30.1.2012 relying upon various representation made by said M/s Sidhivinayak about their clear and marketable title to and upon said fourth property and said M/s Sidhivinayak in said deed made a reference of all such documents under which they claim title upon said fourth property and has also assured and indemnified vide clause 2 of said deed about their various assurances and obligations.

23. The Said Promoters after acquisition of the rights as conferred upon then, appointed M/s Manav Consultants as the Architects for the said development project and entered into with said Architect a standard agreement as prescribed by the Association of the Architects.

24. The said promoters also appointed M/s Epicons Consultants as structural Engineers for the purpose of construction of structural design and drawings in respect of the proposed buildings to be erected upon the said fourth property.

25. The Promoters through said Architect prepared an integrated layout plan contemplating amalgamation of the said fourth property into each other and submitted the said layout plan for approval to Thane Municipal

Corporation. The said corporation after usual scrutiny of the said development proposal granted its approval on 23.8.2012 by issuing building permission certificate dated 23.8.2012 bearing no. V.P. No.S06/0131/12/TMC/TDD/0663/12.

26. As per the said sanction plan, construction of two buildings bearing Building No.A consisting of Gr floor and Building No.A-4 consisting of stilt+ 27 upper floors was permitted upon the said fourth property.

27. The Said promoters then also obtained from said corporation commencement certificate bearing VP No. SO6/0131/11/TMC/TDD/0723/12 dated 1.12.2012 interalia permitting to commence construction of said two approved buildings as per the said approved plan upon the said fourth property.

28. The promoters as per the said sanction plan and commencement certificate even though are permitted to construct said two buildings i.e building nos. A and A-4 still by utilizing balance FSI and TDR potentiality of the said forth property promoter were/are proposing to construct additional upper floors and/or additional building as may be permitted by the corporation and/or other competent authority.

29. The Promoter thus at the relevant time had undertaken the development of said first, second and third property in amalgamation with each other under above stated V.P. No. SO6/0125/11/TMC/TDD/0681/12 dated 26.9.2012 and of said fourth property under above stated another V.P. No. SO6/0131/12/TMC/TDD/0723/12 dated 1.12.2012. The plan of development of third property of said Abhay Mitra were previously and as stated in clause C sub clause 2 above had been sanctioned under independent V.P No. 2003/91, but under said V.P No. TDR to the extent of 3295 square meters was not utilized vide Deed of Assignment dated 20.2.2011.In the circumstances and as stated hereinbefore the said unconsumed TDR was transferred and/or agreed to be made

available to the promoters in the development of said first and second property.

30. The Promoters however, thereafter decided to amalgamate first, second and fourth property and the TDR potentiality of third property and therefore approached the said corporation interalia for seeking permission for amalgamation of said three independent development proposals into each other and for submitting requisite revised plan to the corporation for the same. The corporation vide letter bearing reference No. TMC/TDD/3304 dated 13.9.2013 permitted for amalgamation of said three independent development proposal into one. Pursuant to said letter dated 13.9.2013 promoters deposited with said corporation requisite charges as required under said letter.

31. Pursuant to the said letter the Promoter paid the required charges to the Corporation and processed the matter of seeking approval to the said revised plan contemplating amalgamation as stated above. After due scrutiny Corporation accorded its approval to the said amalgamation and issued amended permission / commencement certificate no. 001675 under VP No. S06/0131/12-TMC/TDD/1032/13 dated 11.12.2013 together with the sanctioned plan permitting the said amalgamation.

32. Pursuant to the said latest sanctioned plan, the Promoters have now undertaken the amalgamated and the integrated layout out development of said first, second and fourth property together with the said TDR potential of the third property.

33. Thus the promoter is absolutely sized and possessed of and/or entitled to develop said first, second and fourth property with a right to use TDR of third property and under the capacity as promoter thereof and are entitled to sale, transfer, alienate and allot on ownership basis various flats/premises/shops etc to be situate in said new buildings to be erected on said first, second and forth property subject to terms and condition

mentioned in said two Deed of Assignment dated 20.2.2011 and 30.1.2011.

34. The Said Promoters have also supplied copy of the title certificate in respect of the said first, second and forth property issued by the Advocate Ms .Laxmi M Jetwani

In view of the above and on the strength of the documents, papers, sanctions and/or authorizations as referred to above, the undersigned is of the opinion that the **M/S. BALAJI CONSTRUCTION COMPANY, the Proprietor MR.ANIL THAKURDAS KURSIJA** is entitled to carry out the development of and construction on the above mentioned properties and to allot, sell and dispose off the units (commercial and/or residential) in the said Layout Scheme to the prospective purchasers and as such his title the Captioned Properties is **CLEAR AND MARKETABLE.**

Thane

Date :29/07/2017

Advocate