



J.R.A. Law Associates

1st Floor, Above Krali Bakery, Opp. Indira Gandhi Garden, Gurunagar, Navglar, Vashi Road (West), Pin 401 202.
Phone : (0) 0250 - 6514672 / 6454136

• Website : www.jralaw.in • Email : ajay@jralaw.in / info@jralaw.in

Partners:

Adv. Ajay M. Corria

B.A., LL.B.

Adv. James S. Lopes

B.Com., LL.B.

Associates

Adv. Lalit Soni

B.A., LL.B.

Adv. Sampada Raut

B.Com., LL.B.

Adv. Manish Mukherjee

B.Com., LL.B.

Nilam Naik

B.L.S.

Date: 24/11/2010.

CERTIFIED TRUE COPY
J.D. Rawal

SEARCH REPORT AND TITLE VERIFICATION

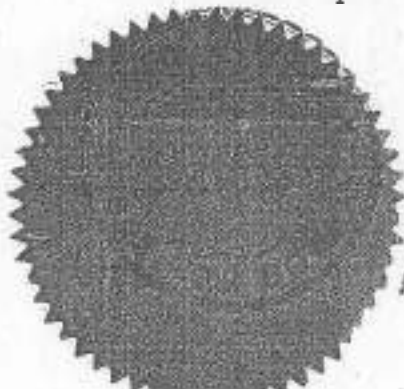
27 NOV 2010

J. D. RAWAL

Notary General, Mumbai

Under your instruction we have carried out investigation of the title

of Land bearing Survey No. 77, Hissa No.1, admeasuring 2 Hectors & 35 Aars i.e. 23,500 sq. meters & Survey No. 77, Hissa No. 2, area admeasuring 16 Aars & 1 Prati i.e. 1610 sq. mtrs., Aggregating to 2 Hectors, 51 Aars and 1 Prati i.e. 25,110 sq. mtrs., originally and as per the 7/12 extract dated 21/04/2010 Land bearing Survey No.77, Hissa No. 1A, admeasuring 1-87-9 H.R.P. and pot kharaba admeasuring 0-26-6 H.R.P. totally to 02-14-5 H.R.P., assessment of Rs. 11.61 paise, and Survey no. 77, Hissa No. 2, admeasuring 0-13-6 H.R.P., assessment of Rs. 1.06 paise, both lands are with N.A. permission, out of that area admeasuring around 6,000 sq.mts.,





land FSI of 200 sq.mts., and Six core houses each admeasuring 25.0 sq.mts. area and 3 site & service plots each admeasuring 25.0 sq.mts. area, of Village Ghodbunder, Taluka & Dist. Thane, within the jurisdiction of sub-registrar of Mira Bhayander Municipal Corporation.

As the search provided by the search clerk about the said property from the office of Sub-Registrar Office at Bhayandar, for the years from 1998 to 2010, i.e. for 13 years. The findings are as follows:

YEAR	REMARKS
1998	NIL/SOME PAGES ARE TORN
1999	INDEX II SEND FOR DATA ENTRY
2000	INDEX II SEND FOR DATA ENTRY
2001	INDEX II SEND FOR DATA ENTRY
2002	INDEX II RECORDS ARE NOT MAINTAINED PROPERLY
2003	INDEX II RECORDS ARE NOT MAINTAINED PROPERLY



JRA LAW ASSOCIATES...

...3...



2004	INDEX II RECORDS ARE NOT MAINTAINED PROPERLY
2005	INDEX II RECORDS ARE NOT MAINTAINED PROPERLY
2006	INDEX II RECORDS ARE NOT MAINTAINED PROPERLY
2007	INDEX II RECORDS ARE NOT MAINTAINED PROPERLY
2008	INDEX NOT READY
2009	INDEX NOT READY
2010	INDEX NOT READY

A) DOCUMENTS SUBMITTED FOR THE OPINION:-

1. Copy of 7/12 extract dated 21/04/2010.
2. Copy of Mutation Entry No. 304, 332, 808, 810, 936, 1195, 1542, 1543.



JRA LAW ASSOCIATES...

...4...



3. Copy of Agreement for Sale dated 02/05/1993 executed between Mr. Dwarkanath Padurang Patil & others AND M/s. Akshar Enterprise.
4. Copy of Assignment of Development Rights dated 09/07/1994 executed between Akshar Enterprises AND (1) Shri. Chandulal P. Patel, (2) Shri. Dushyant C. Patel, (3) Shri. Bakir B. Zaveri, (4) Shri. Allaudding B. Zaveri, (5) Shri Arvindbhai Shah.
5. Copy of Assignment of Development Right dated 29/01/2003 executed between M/s. Avani Premises Pvt. Ltd. And (1) Shri. Dushyant C. Patel, (2) Shri. Anil C. Patel, (3) Shri. Arvind K. Shah, (4) Smt. Bharti A. Shah.
6. Copy of Deed of Relinquishment dated 29/12/2005. executed between (1) Mr. Arvind K. Shah & Mrs. Bharati A. Shah AND (1) Mr. Dushyant C. Patel, (2) Mr. Anil C. Patel.
7. Copy of Power of Attorney dated 26th May, 2008 executed between Mr. Dushyant C. Patel and Mr. Bharatbhai Keshavbhai Unadkat.
8. Copy of Development Agreement dated 28/05/2008 executed between Bharat Keshvabhai Unadkat and M/s. Swagat Property Developers.





9. Copy of Deed of Assignment of Rights to utilized Transfer of Development Right dated 04/06/2008 executed between G.C.C Hotels Pvt. Ltd and M/s. Swagat Property Developers.
10. Copy of General Power of Attorney dated 13/09/2010 executed by Shri. Dushyant C. Patel & Shri. Anil C. Patel in favour of (1) Mr. R.C. Janani, (2) Mr. M.P. Bhanushali & (3) Mr. K.G. Maheshwari partners of the M/s. Swagat Property Developers.
11. Copy of Agreement for Assignment of Development Right dated 13/09/2010 executed between Shri Dushyant C. Patel & Shri Anil C. Patel AND M/s. Swagat Property Developers through its partners (1) Mr. R. C. Janani, (2) Mr. M. P. Bhanushali & (3) Mr. K.G. Maheshwari.
12. Copy of agreement for Right to way dated 15/9/2010 executed between S.R. Construction to M/s. Swagat Property Developers.
13. Copy of N.A. permission dated 02/08/1995.
14. Copy of ULC order dated 31/10/1983.
15. Copy of ULC order dated 31/10/94.



JRA LAW ASSOCIATES...

...6...



16. Copy of Approval of Building plan dated 3/12/94 from Mira-Bhayander Municipal Council.
17. Copy of Building Permission & Commencement Certificate vide order dated 29/9/95 from Mira Bhayander Municipal Council.
18. Copy of Order for Assignment of Development Rights dated 14/01/2010 issued by Mira Bhayander Municipal Council.

B) DESCRIPTION OF THE SAID PROPERTY:-

Land bearing Survey No. 77, Hissa No.1, admeasuring 2 Hectors & 35 Aars i.e. 23,500 sq. meters & Survey No. 77, Hissa No. 2, area admeasuring 16 Aars & 1 Prati i.e. 1610 sq. mtrs., Aggregating to 2 Hectors, 51 Aars and 1 Prati i.e. 25,110 sq. mtrs., originally and as per the 7/12 extract dated 21/04/2010 Land bearing Survey No.77, Hissa No. 1A, admeasuring 1-87-9 H.R.P. and pot kharaba admeasuring 0-26-6 H.R.P. totally to 02-14-5 H.R.P., assessment of Rs. 11.61 paise, and Survey no. 77, Hissa No. 2, admeasuring 0-13-6 H.R.P., assessment of Rs. 1.06 paise, both lands are with N.A. permission, out of that area admeasuring around 6,000 sq.mts., land FSI of 200 sq.mts., and Six core houses each admeasuring 25.0 sq.mts.



JRA LAW ASSOCIATES...

...7...

area and 3 site & service plots each admeasuring 25.0 sq.mts. area, of Village Ghodbunder, Taluka & Dist. Thane, within the jurisdiction of Mira Bhayander Municipal Corporation. The property of land is hereinafter referred to as the said property.

C) FLOW OF TITLE TO THE SAID PROPERTY:-

By perusal of Mutation entry no. 304 dated 10.1.1951 as per Government direction vide letter to Revenue department no. 3893/45/67648 dated 23/12/48 to write New Right of Records, in accordance with that Collectors Order no. RTS/SR/301/19.12.50 inspection and inquiries were made and accordingly new records were made new records. Further the said Lease hold property came in the name of The Estate Investment Co. Ltd.

By perusal of Mutation Entry No. 332 dated 9/5/1954 the name of The Estate Investment Co. was transfered from owner's column to others rights column.

By perusal of Mutation Entry No. 810 dated 24.4.1971 as per Taluka Hukam R.T.S./1971/24/4/71 the right of giving 1/3 share of Paddy to khothas was abolished and the Estate Investment Co. can record Khand in other kind and accordingly the name of The Estate Co. transferred to the other column.



...8...

AND WHEREAS the owner Mr. Pandurang Dhanaji Patil expired before Five years leaving behind the following legal heirs (1) Dwarkanath Pandurang Patil (Son), (2) Ayodhuanth Pandurang Patil (Son), (3) Smt. Bansibai Vasudev Patil (Daughter), (4) Smt. Usha Janardhan Mahtre (Daughter) and their name was incorporated in the Revenue Record by Mutation Entry No. 936 dated 20/10/76.

By perusal of Mutation Entry no. 1195 it appears that with accordance to the Order by Niwasi Upa-Zilla Adhikari and Upper Zilla Adhikari vide Order No. K.API/R.T.S/ 14/1983 dated 28/01/1989 dismissed the order passed by Tahasildar Vide order K.R.T.S./VS 367 dated 7/2/1989 the Mutation Entry 810 was cancelled the name of investment Co. name was brought on record.

By perusal of Mutation entry no. 1542 it appears that the Collector of Thane (1) Mr. Manohar Keshav Patil, (2) Harubai Jagdish Patil, (3) Suman Narayan Patil, (4) Kamlabai Pandhurang Patil (5) Nirmal D. Patil, (6) Mrs. Kashinath Mahtre, (7) Mr. Vijay D. Sayani, the applicant appointed Mr.





Vijay D. Sayani as their Power of Attorney Holder as a Petitioner and (1) Mr. Dwarkanath Pandurang Patil, (2) Ayudhyanath P. Patil, (3) Usha Mhatre, (4) Smt. Bhagubai Patil, (5) M/s. Sweet Home Developers, (6) Carolina Group of Companies, (7) M/s. Avani P. Pvt. Ltd. (8) Dhiraj Enterprises, file a suit in Civil S.D. Court, Thane as per Suit No. 62/1996. The Court gave its decision on 5th Oct. 2000 and with accordance to the Courts Order regarding the share of the applicant they arrived on amicable settlement that the share of the applicant i.e. 1005 sq.yards to be given to applicant and the Respondent should pay Rs. 11,00,000/- (Rupees Eleven Lac Only) to the applicant 1 to 6 through their Power of Attorney for their share.

By perusal of documents submitted for our opinion it appears that the said Pandurang Dhanaji Patil during his life time was the owner and absolutely seized and possessed the said property was died intestate on 23rd October 1972, leaving behind him (1) Dwarkanath Pandurang Patil, (2) Ayodyanath Pandurang Patil, being his two sons, (3) Smt. Bansibai wife of Vasudev Patil, (4) Smt. Ushabai wife of Janardan Mhatre, being his two married daughters, (5) (i) Smt. Manjula wife of Shantaram Patil, (ii) Ramakant





Harishchandra, (iii) Smt. Manda ganesh Naik, (iv) Chandrakant Harishchandra, (v) Suryakant Harishchandra, being the daughters and sons of his predeceased daughter, the late Smt. Yamunabai Harishchandra who died intestate on 22nd March, 1956, and (6) (i) Narayan Chintaman Bhoir, (ii) Raman Chintaman Bhoir, (iii) Yadav Chintaman Bhoir, (iv) Smt. Satyabhama, wife of Madhukar Bhoir, and (v) Nannada Chintaman Bhoir, being the sons and daughters of the late Smt. Gangabai Chintaman Bhoir, who died intestate on or about 11th June 1963.

By perusal of documents submitted for our opinion it appears that by an Agreement dated 2nd November 1993, the said Owner granted Development Rights in respect of the said Larger Land and also granted other rights in respect of the said Larger Land in favour of Smt. Jayshree Dharamshi Patel, proprietress of M/s. Akshar Enterprise and ultimately to convey the same in her or her nominee/s favour.

By and under the Agreement for Assignment of development rights dated 9th July, 1994, the said Smt. Jayshree Dharamshi Patel, had assigned the development rights and all other rights she had under the said Agreement



JRA LAW ASSOCIATES...

...II...

dated 2nd November, 1993 in respect of the said Larger Land to M/S. Avani Premises Pvt. Ltd.

AND WHEREAS M/S. Avani Premises Pvt. Ltd. and/ or their predecessor in title have applied and obtained following permissions for development of the said Larger Land, from the concerned authorities.

(i) Order U/S - 8(4) No. ULC/TA/Bhayander/SR-606 dated 31/10/83 from the Additional Collector & Competent Authority, Thane.

(ii) Order U/S - 20 No. ULC/TA/W.S.I.I.S.-20/SR-740 dated 31/10/94 from the Additional Collector & Competent Authority, Thane.

(iii) Approval of Building plane vide order No.NP/NR/3640/7089/94-95 dated 3/12/94 from Mira-Bhayander Municipal Council.

(iv) N.A. Order No. NAP/SR-357/94 dated 2/8/95 from The Collector, Thane.

(v) Building Permission & Commencement Certificate vide order No. NP/NR/1767/6536/95-96 dated 29/9/95 from Mira Bhayander Municipal Council.





By and under the Agreement for Assignment of development rights dated 29/1/2003 the said M/S. AVANI PREMISES PVT. LTD. had assigned the development rights to construct Building Nos. A2, A4, C1 & 18 Row houses (Row Houses Nos. 1 to 18) admeasuring about 65769 sq. ft. (built up area including staircase, lift and balcony area) on the land to the said Agreement (the said portion of land admeasuring 65,769 sq. fts. equivalent to 6110 sq. mtrs.) out of the said Large Land, in favour of (1) MR. DUSHYANT C. PATEL (2) SHRI ANIL .C. PATEL (3) SHRI ARVIND K. SHAH and (4) SMT. BHARTI A. SHAH.

AND WHEREAS as recorded in Deed of relinquishment dated 23-12-2005 the said Shri Arvind K. Shah and Smt. Bharti A. Shah have relinquished their rights in respect of the balance area of the said portion of the said Larger Land and land under revised building nos. D4, Core houses & ritc and service plots having 12271 sq. ft. of FSI (built up area including staircase, lift and balcony area) as also the balance rights under the said Agreement dated 29-1-2003, in favour of the (1) MR. DUSHYANT C. PATEL (2) SHRI ANIL .C. PATEL.



AND WHEREAS the said M/s. Avani premises Pvt. Ltd. has confirmed that the (1) Mr. Dushyant C. Patel (2) Shri Anil C. Patel herein are entitled to utilize and load outside TDR on the said Portion of the said Larger Land.

AND WHEREAS Mr. Dushyant C. Patel and another by executing agreement for transfer of Development rights for utilization of outside TDR admeasuring about 1684 sq.mts. in respect of Wing No. P1 out of the "SAID LARGER LAND" in favour of Mr. Bharatbhai Keshavbhai Unadkat dated 20/05/2008.

AND WHEREAS Mr. Bharatbhai Keshavbhai Unadkat assigned the Development Right in favour of M/s. Swagat Property Developers by executing Agreement dated 28/05/2008 for development for utilization of outside TDR admeasuring about 1684 sq.mts. in respect of Wing No. Plout of the "SAID LARGER LAND".

Mr. Dushyant C. Patel and Mr. Anil C. Patel revised the Building Permission & Commencement Certificate vide order No.

JRA LAW ASSOCIATES...



...14...

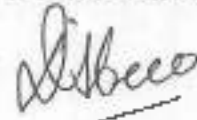
MB/MPC/NR/3659/09-10 dated 14/1/2010 from Mira Bhayander Municipal Council.

AND WHEREAS (1) Mr. Dushyant C. Patel (2) Shri Anil .C. Patel dated 13/05/2010 had assigned the Development rights in favour of M/s. Swagat Property Developers, a Partnership through its Partners 1. Mr. R.C. Janani, 2. Mr. M.P. Bhanushali & 3. Mr. K.G. Maheshwari.

On Scrutiny of the certified copies of the above mentioned documents which were submitted for our opinion it appears that the property mentioned in Clause 1 is to the best of our knowledge is being clear and marketable title. We also state that required permissions have been obtained for construction from the competent authority. *This certificate is issued in absence of agreement between M/s. Akshar Enterprises and Avani enterprises is not produced for our perusal.*

Note:- This Search Report is subject to torn record and unready registers.

FOR JRA LAW ASSOCIATES


ADVOCATES



CERTIFIED TRUE COPY


J.D. RAWAL
Notary Greater Bombay.

27 NOV 2010

