



Time/record

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Sachin R. Shete
B. Com., LL.B.
Advocate High Court

Off.: 2nd floor, Shivambika, Opp. Namaskar Mandal, Agra Road, Kalyan (W.)
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Date : 09.05.2017

To,
M/S SHREE KRUPA ENTERPRISES, a Partnership Firm.
having its office at Opp Ganesh Mandir,
Birla College Highway, Gauripada,
Kalyan (W), Dist Thane.

Reg : All that Development Rights in Respect of Building No. 1 and 2 to be
constructed on portion of all that piece and parcel of land lying, being and
situate at **Village Gauripada**, Taluka Kalyan. Dist Thane bearing :

Survey No.	Hissa No.	Area (H-R-P)	Assessment
47	3	0-91-0 0-05-0	1.56

and within the limits of the Kalyan Dombivli Municipal Corporation and
within the Jurisdiction of Registration District Thane, Sub-Registration
District Kalyan, hereinafter, said Building No. 1 and 2 are called and referred
to as the "Said Buildings"

READ :

1. Extracts of 7/12.
2. Relevant Mutation Entries/Certificate.
3. Khate Utara. 8A
4. Copy of Agreement for Sale dated 30.12.2009, registered at the office of
Sub-Registrar of Assurances at Kalyan 2 under Sr. No. 2028/2010 dated
24.02.2010 made and executed between M/s Dattatray Housing Developers, a
Proprietary firm, having its office at Vastukirti Bungalow, Flower Valley,
Khadakpada, Kalyan (West), Dist. Thane, as the Purchasers/Developers and
Shri Nandev Shripat Mhatre and Others residing at Village Gauripada, Taluka
Kalyan, Dist Thane as the Vendors/Owners.
5. Copy of Deed of Confirmation dated 11.05.2010 registered at the office of
Sub-Registrar of Assurances at Kalyan 2 under Sr. No. 4634/2010 dated
11.05.2010 made and executed between M/s Dattatray Housing Developers, a
Proprietary firm, having its office at Vastukirti Bungalow, Flower Valley,
Khadakpada, Kalyan (West), Dist. Thane, as the Purchasers/Developers and
Smt. Sitabai Mangal Mhatre and Others, as the Vendors/Owners.
6. Copy of Deed of Confirmation dated 22.07.2010 registered at the office of
Sub-Registrar of Assurances at Kalyan 2 under Sr. No. 6976/2010 dated
22.07.2010 made and executed between M/s Dattatray Housing Developers, a
Proprietary firm, having its office at Vastukirti Bungalow, Flower Valley,

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Khadakpada, Kalyan (West), Dist. Thane, as the Purchasers/Developers and Smt. Shantabai Nana Mhatre and Others, as the Vendors/Owners.

7. I.O.D granted by Kalyan Dombivili Municipal Corporation bearing No. No. KDMP/NRV / BP/ KV/73 dated 21.11.2011.

8. Non-agricultural use order passed by Collector Thane, under his order bearing No. Mahasul/Kaksha-1/T-7 NAP/GAURIPADA-KALYAN/SR-(201-2011) 109/2013 dated 22.05.2014.

9. Copy of Affidavit/Declaration dated 11.01.2013, registered at the office of Sub-Registrar of Assurances at Kalyan 1 under Sr. No. 00320/2013 dated 11.01.2013 made and executed by M/s H.P. Developers, a partnership firm, having its office at 206, Majeed Apartment, above Central Bank, Shivaji Chowk, Kalyan (w) through its partners Shri Abdul Gani Gaffar Patel.

10. Copy of Deed of Confirmation dated 13.07.2016, registered at the office of Sub-Registrar of Assurances at Kalyan 1 under Sr. No. 7015/2016 dated 13.07.2016 made and executed between M/s Dattatray Housing Developers, a Proprietary firm, having its office at Vastukirti Bungalow, Flower Valley, Khadakpada, Kalyan (West), Dist. Thane, as the Purchasers/Developers and Sau Rekha Rakesh Karbhari (before marriage Kum. Rekha Hender Mhatre), as the Vendors/Owners.

11. Building Commencement Certificate granted by Kalyan Dombivili Municipal Corporation bearing No. KDMP / NRV / BP / KV / 2016-17/50 dated 11.11.2016.

12. Copy of Development Agreement dated 01/10/2016 registered at the office of Sub-Registrar of Assurances at Kalyan 1 under Sr. No. 10025/2016 dated 01/10/2016 made and executed between M/s Shree Krupa Enterprises, a partnership firm having its office at Opp Ganesh Mandir, Birla College Highway, Gauripada, Kalyan (W), Dist Thane., as the Purchasers/Developers and M/s Dattatray Housing Developers, a Proprietary firm, having its office at Vastukirti Bungalow, Flower Valley, Khadakpada, Kalyan (West), Dist. Thane, as the Vendors/Owners.

13. Up to date Search Report

HISTORY OF TITLE APPEARS TO FLOW AS UNDER:

It appears that Shri Namdev Shripat Mhatre and Others the Owners and/or otherwise well and sufficiently entitled to all that piece and parcel of land lying being at situated at Village Gauripada, Taluka Kalyan, Dist Thane bearing :

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within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan hereinafter called and referred to as the "Said Property".

It further appears that, by and under Development Agreement dated 30.12.2009 registered at the office of Sub-Registrar of Assurances at Kalyan 2 under Sr. No. 2028/2010 dated 24.02.2010, said Shri Nandev Shripat Mhatre and Others have granted/ assigned development rights in respect of said property in favour of said M/s Dattatray Housing Developers, a Proprietary firm, having its office at Vastukirti Bungalow, Flower Valley, Khadakpada, Kalyan (West), Dist. Thane, through its proprietor Shri Kishor Dattatray Desai, on terms and condition and for consideration mentioned therein.

It further appears that some of the Co-owners were not party to said Development Agreement dated 30.12.2009 and accordingly by and under three separate Deed of Confirmation Cum Supplementary Development Agreement dated 11.05.2010, 22.07.2010 and 13.07.2016, registered at the office of Sub-Registrar of Assurances at Kalyan under Sr.No. 4634/2010 dated 11.05.2010, Sr.No. 6976/2010 dated 22.07.2010 and Sr.No. 7015/2016 dated 13.07.2016, respectively made and executed between M/s Dattatraya Housing Developers, therein called and referred to as Party of First Part and Sitabai Mangal Mhatre and others, Shantabai Nana Mhatre and others and Sau Rekha Rakesh Karbhari (before marriage Kum Rekha Hender Mhatre) as the Party of Other part respectively, the said Co-owners of the said Property confirmed and reiterated the grant of development rights in respect of said property in favour of M/s Dattatraya Housing Developers and in pursuance thereof the said Co- owners have also granted the power of attorney in favour of the M/s Dattatraya Housing Developers

It further appears Shri Kishor Dattatray Desai, a proprietor of M/s Dattatray Housing Developers, with a view to develop the said property submitted necessary plan with Kalyan Dombivli Municipal Corporation and accordingly Kalyan Dombivli Municipal Corporation initially granted I.O.D. under No. KDMP / NRV / BP / KV / 73 dated 21.11.2011 for said property.

It further appears that necessary Non-agricultural use permission is obtained from The Collector Thane under permission bearing No. Malasu/Kaksha-1/T-7/NAP/GAURIPADA- KALYAN / SR- (201-2011) 109/2013 dated 22.05.2014.

It further appears that in terms of said I.O.D. there is proposal of Nine buildings sanctioned on the said property, viz. Building No. 1 and 2 of Ground Plus Seven Upper Floors and Building No. 3, 4, 5, 6, 7, 8 and 9 of Stilt Plus Three Upper Floors.

It further appears that by and Development Agreement dated 01.10.2016 registered at the Office of Sub-Registrar of Assurances at Kalyan 1 under Sr. No. 10025/2010 dated 01.10.2016 made and executed between M/s Dattatray Housing Developers, a Proprietary firm, through its proprietor Shri Kishor Dattatray Desai, as the Owners and M/s Shree Krupa Enterprises, as the Purchasers/Developers, the M/s Shree Krupa Enterprises have acquired the development rights in respect of Building No. 1 and 2 alongwith benefits of sanctioned plans and permission, together with rights to use and utilise T.D.R. and/or any other F.S.I obtained by payment of premium as per D.C. rules and regulations on said buildings on terms and conditions and for the consideration mentioned therein.

It further appears that, Commencement Certificate for said buildings alongwith other buildings is granted by Kalyan Dombivli Municipal Corporation under permission bearing No. KDMP / NRV / BP / KV / 2016-17/50 dated 11.11.2016.

Search taken at the office of Sub- Registrar of Assurances at Kalyan does reveal entry in the year 1997 about Development Agreement between Ragho Shankar Mhatre and others and M/s H. P. Developers through its partner, Shri Abdul Gani Gaffar Patel. That said M/s H. P. Developers through its partner, Shri Abdul Gani Gaffar Patel have executed affidavit cum declaration dated 11.01.2013, registered at the office of Sub-Registrar of Assurances at Kalyan 1 under Sr. No. 00320/2013 dated 11.01.2013, wherein they have declared that said firm do not acquire and /or have any right, title and interest in said property and M/s Dattatraya Housing Developers and M/s Honest Enterprises are well and sufficiently entitled to develop said property.

Search apart from above said entries 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 Shri Namdev Shripat Mhatre and others to the said property is clear and free from reasonable doubts and encumbrances and said owners have granted/ assigned the development rights in terms of above said development agreement dated 30.12.2009 of said property in favour of said M/s Dattatray Housing Developers, who in turn have granted/ assigned the development rights in respect of Building No. 1 and 2 on said property to M/s SHREE KRUPA ENTERPRISES and in terms of the abovesaid Development Agreement dated 01.10.2016, M/s SHREE KRUPA ENTERPRISES is well and sufficiently entitled to develop Building No. 1 and 2 on said property as per sanctioned plans and permissions and in accordance with development Rules, Regulations and Bye-laws in force from time to time and by complying with conditions as mentioned in abovesaid respective permissions, orders and sanctions.



SACHIN R. SHETTE
ADVOCATE