

TITLE CLEARANCE CERTIFICATE

OFFICE :

1st Floor, Shreeram Complex,
Near Sawarkar Nagar,
Near S.T. Stand, Navghar, Vasai Rd. (W),
West, Vasai Road, Tal. Vasai,
Dist. Thane - 401202
PHONE : 2333877 / 2330608 / 2335140

THIS IS TO CERTIFY THAT, I had taken search of the records kept by Talathi Saza Goddev and gone through the documents & Register kept by Sub-Registrar of Assurance Thane, Mira Road (E) & Bhayander, regarding land under **Old Survey No. 310, New Survey No. 56, Hissa No. 2-B (2 part), admeasuring to 1-20-0 H.R. or thereabouts** situated at Revenue Village - Goddev, Taluka & Dist.- Thane, Registration Sub-Dist. Thane, which comes under the limits of Mira Bhayander Municipal Corporation, I hereby certify that title of the above said freehold N/A plot of land with development rights in respect of building No. A & F is clear, marketable and free from the reasonable doubts.

At Vasai.

Dated: 30/01/2019



Mr. R. D. KEWAT
(Advocate)

: SEARCH REPORT :

Date: 30/01/2019

OFFICE:

1st Floor, Shri Ram Complex,
Near Sawalbari Nagar,
Near S.T. Stand, Naughas, Vasai Bd. (W),
Post, Vasai Road, Tal. Vasai,
Dist. Thane - 401202.
PHONE: 2333677 / 2330608 / 2335140

To,
M/S. Virtuoso Realty Enterprises
(Formerly known as M/S Sagar Enterprises),
601, Aura Biplax, Senate,
S.V. Road, Borivali (W),
Mumbai- 400092.

Dear Sir,

As per your instructions, I have taken search of the records kept by Talathi Saza Goddev and gone through the documents & Register kept by Sub-Registrar of Assurance Thane, Mira Road (E) & Bhayander, for 30 (Thirty) years and gone through the deeds & documents produced by you regarding land under Old Survey No. 310, New Survey No. 56, Hissa No. 2-B (2 part), admeasuring to 1-20-0 H.R. or thereabouts situated at Revenue Village- Goddev, Tahuka & Dist.- Thane, Registration Sub-Dist. Thane, which comes under the limits of Mira Bhayander Municipal Corporation, entries detected from the search are as under :-

<u>YEAR</u>	<u>FINDINGS</u>	<u>YEAR</u>	<u>FINDINGS</u>
1976	Seen torn pages	1977	Seen Nil
1978	Seen torn pages	1979	Seen torn pages
1980	Seen torn pages	1981	Seen torn pages
1982	Seen Nil	1983	Seen torn pages
1984	Seen torn pages	1985	Seen Nil
1986	Seen torn pages	1987	Seen torn pages
1988	Seen Nil	1989	Seen Nil
1990	Seen Nil	1991	Seen torn pages
1992	Seen torn pages	1993	Seen torn pages
1994	Seen Nil	1995	Seen Nil
1996	Seen Nil	1997	Seen Nil
1998	Seen Nil	1999	Seen Nil
2000	Seen Nil	2001	Seen Nil
2002	Seen Nil	2003	Seen Nil

<u>YEAR</u>	<u>FINDINGS</u>	<u>YEAR</u>	<u>FINDINGS</u>
2004	Seen Nil	2005	Seen Nil
2006	Seen Nil	2007	Seen Nil
2008	Seen torn pages	2009	Seen Nil
2010	Seen Nil	2011	Seen Nil
2012	Seen Nil	2013	Seen turn pages
2014	Seen Nil	2015	Seen Nil
2016	Seen Index not ready	2017	Seen No Records.
2018	Seen No Records.		

(1). All that the above referred land was purchased by Shri. Narayan Budhya Mhatre from Shri. Dominic Lawrence Fernandis vide Sale Deed, Dt.10/2/1970 and accordingly M/E No.3025 was entered by Talathi Saza Navghar & certified on 31/10/1975 and as per that M/E Mr. Narayan Budhya Mhatre became lawful owner of above referred land. That Mr. Narayan Budhya Mhatre expired intestate leaving behind him (1). Mr. Harishchandra Narayan Mahtre, (2). Mr. Rajaram Narayan Mahtre, (3). Mr. Jagannath Narayan Mahtre, (4). Mr. Pandurang Narayan Mahtre, (5). Mr. Ramchandra Narayan Mahtre, (6). Mr. Sudhir Ramchandra Mahtre, (7). Kavita Ramchandra Mahtre, (8). Godibai Ramchandra Mhatre as only legal heirs as per M. E. No. A58 entered by Talathi Saza Navghar, certified on 20/01/1988.

(2). That Mr. Harishchandra Narayan Mahtre, expired on 19/04/2004 intestate leaving behind him (1). Hansa Harishchandra Mahtre, (2). Rajesh Harishchandra Mahtre, (3). Dharmendra Harishchandra Mahtre, (4). Ajay Harishchandra Mahtre, (5). Ashok Harishchandra Mahtre, (6) Late Anant Bhaskar, (7). Anjali Laxman Mahtre, (8). Asha Ashok Kasav, as only legal heirs and accordingly M/E No. 636 was entered & certified by Talathi Saza Navghar, on 03/06/2005.

(3). That names of the aforesaid persons referred to in Para (1) and (2) above are appearing in 7/12 Extracts.

(4). That names of the Estate Investment Co. Pvt. Ltd., appearing in other rights column and hence for any planning or development work N.O.C. of the said Estate Investment Co. Pvt. Ltd., is required and M/S Sagar Enterprises had obtained N.O.C. from the Estate Investment Co. Pvt. Ltd. on 15th March 2004.

(5). That legal heirs of Shri. Harishchandra Narayan Mahtre & other, are the lawful owners in possession of the plot of land bearing Old Survey No.310, New Survey No. 56, Hissa No. 2(Part), admeasuring to 14520 sq. yards equivalent to 12000 Sq. meters or thereabouts situated, lying and being at Village-Goddev, Bhayander, Taluka & Dist.- Thane (hereinafter referred to as "The said Property"). The said original owners by an Agreement Dated 18th August, 1994, agreed to grant development right in respect of the aforesaid freehold land to one Mr. Ramchandra J. Vaishnav for the valid consideration and on the terms and conditions set forth in the said Agreement dated 18/08/1994.

(6). The said Mr. Ramchandra J. Vaishnav by executing Agreement dated 7th November, 1994 assigned all his right and benefits under the said Agreement to Mr. Haji Ismail Chauhan, Mr. Sushil K. Chamaria and Mr. Bankim L. Mehta as partners of M/s. Anmol Builders.

(7). That vide Agreement dated 19th November 1994, partners of M/S. Anmol Builders in turn assigned all their rights and benefits under Agreement dated 07/11/1994 with the said Mr. Ramchandra J. Vaishnav in respect of the said freehold land to the (1). Shri. Ramu Joshi & (2) Shri. Sohanraj Solanki.

(8). The said (1). Shri. Ramu Joshi & (2) Shri. Sohanraj Solanki, by an Agreement for Assignment of Development Rights dated 15th Nov. 1995, with the confirmation of the original owners (i.e. persons referred to in para (1) and (2) above and their Family Members) and all the parties referred to in para (5) to (7) above as confirming parties, agreed to sell, transfer, convey and assign their rights, title and interest in respect of the said Property unto and in favour of (i). Mr. Chandulal P. Patel, (ii). Mrs. Champaben C. Patel, (iii). Mr. Anil C. Patel, (iv). Mr. Bakir B. Javeri, (v). Mr. Aflaiddin B. Javeri and (vi) Mr. Arvind K. Shah the developers

therein on the terms, condition and consideration as more particularly recorded therein. That the said Agreements are still valid, subsisting and binding upon the parties thereto.

(9). The said original owners of the said Property in pursuance of the said Agreement dated 15th November, 1995, executed a Power of Attorney on Dt. 15th November, 1995, in favour of (1). Shri. Chandulal P. Patel and (2) Shri Bakir B. Javeri, interalia authorizing, nominating and appointing them to do various acts, deeds, things and matters and to sign and execute various deeds, documents, writings etc, as may be required for the development of the said plot of land. That the said Power of Attorney is still effective, operative, valid, subsisting and binding upon the said original owners.

(10). The said (i). Mr. Bakir B. Javeri, (ii). Mr. Allauddin B. Javeri and (iii). Mr. Arvind K. Shah, have relinquished their rights and claims in the said plot of land in favour of the said (i). Mr. Chandulal P. Patel, (ii). Mrs. Champaben C. Patel, (iii). Mr. Anil C. Patel, by executing a Deed of Relinquishment Dated 31st January 2003. The said Mr. Bakir B. Javeri also has executed a Power of Attorney dated 31st January 2003 in favour of Mr. Anil C. Patel and Mr. Dushyant C. Patel thereby authorizing them, to do all acts, deeds, matter and things in respect of the said plot of land including the entire development thereof. And in the circumstances aforesaid i.e. by virtue of the aforesaid documents (i). Mr. Chandulal P. Patel, (ii). Mrs. Champaben C. Patel, (iii). Mr. Anil C. Patel, have acquired all the rights in the said plot of land including development rights, title and interest in the said plot of land and are thus became fully entitled to develop the said plot of land.

(11). That above referred plot is Non-Agricultural plot of land duly converted into N/A use vide Order No. महसुल/क-१/टे. १/एनएपी/एस आर-१३१/२००३, dated 15/05/2004 from Collector's office Thane, that Order is valid, subsisting & in full force.

(12). That required permission were applied & obtained under ULC & R Act, 1976 vide Order No. युएलसी/टिए/टे नं. ६/गोडदेव/एसआर-१३९१ + १४१५, Dated 09/02/2004, that order is valid, subsisting & in full force.

(13). On submitting plans for approval for construction of buildings on the said Property, the Mira Bhayander Mahanagar Palika approved the plans, which were amended from time to time, and approved under No. MB/MNP/NR/1859/2005-06 on 14/11/2005 permitting to construct buildings i.e. building Nos. A, B, C-1 & C-2, D-1 & D-2, E-1 & E-2 and Row Houses, for construction on the said Property.

(14). That due to passing of 18.0 mtrs D.P Road from the said Property, the same is divided into two parts viz. Plot 'A' towards North side of the said D.P. Road and Plot 'B' towards South side of the said D.P. Road.

(15). On the basis of the rights acquired as mentioned above, by (a) Mr. Chandulal P. Patel, (b) Mrs. Champaben C. Patel and (c) Mr. Anil C. Patel, they all jointly and severally have assigned their right to develop certain F.S.I. of the said property in favour of M/s. Sagar Enterprises, a registered Partnership Firm represented by their partners vide three separate Deed of Assignments viz. (a) Deed of Assignment dated 18.06.2005 only in respect of F.S.I. of the building Nos. B, C-1 & C-2 and to the extent admeasuring to 55469 Sq. Fts. of F.S.I. (b) Deed of Assignment dated 18.06.2005 in respect of F.S.I. of the building No. A, admeasuring to 16914 Sq. Ft. of F.S.I. and available TDR FSI of the said layout and (c) Deed of Assignment dated 18.12.2005 in respect of F.S.I. of the building No. F, admeasuring to 3082 Sq. Ft. of F.S.I. and available TDR FSI of the said layout, as per the sanctioned and further revised plan by the Mira Bhayander Mahanagar Palika. The said building Nos. B, C-1 & C-2 are completed in all respect and Occupation Certificate from Mira Bhayander Mahanagar Palika was obtained on Dt. 20/01/2009. The said building No. A and building No. F are yet to be developed. The Mira Bhayander Mahanagar Palika had sanctioned building plan of Building No. 'A' on Plot No. 'A' on Dt. 12/05/2005 & plan of Building No. 'F' on Plot No. 'B' was sanctioned on Dt. 14/11/2005 on the said Property, that both plans are valid, subsisting and in full force. That on 24/03/2010 the said Mr. Chandulal P. Patel have executed a Power of Attorney in favour of Mr. Anil C. Patel and Mr. Dushyant C. Patel authorizing them to do all acts, deeds, matters and things in respect of the said Property including the entire development thereof.

(16). The said M/s. Sagar Enterprises, as per Deed of Partnership, Dt. 27/02/2005, was comprising of (1) Mr. Chandulal P. Patel, (2) Mr. Dushyant C. Patel, (3) Mr. Anil C. Patel, (4) Mr. Brijratan G. Damani, (5) Mr. Navratan Omprakash Damani, (6) Mr. Sunil Sultania, Karta and Manager of Sunil Sultania (HUF) and (7) Mr. Rajesh Basantkumar Damani, as the only partners of M/S Sagar Enterprises. As recorded in Retirement Cum Partnership Deed dated 16/12/2016 (a) out of the total seven partners (1) Mr. Brijratan G. Damani, (2) Mr. Navratan Omprakash Damani, (3) Mr. Sunil Sultania, Karta and Manager of Sunil Sultania (HUF) and (4) Mr. Rajesh Basantkumar Damani retired from the said firm M/s. Sagar Enterprises and (b) the said Mr. Chandulal P. Patel having expired intestate on Dt. 19/04/2015, the share of the said Mr. Chandulal P. Patel has been devolved upon the said Mr. Dushyant Chandulal Patel and Mr. Anil Chandulal Patel, who are the only sons of the said Mr. Chandulal P. Patel and also being partners in the said firm M/s. Sagar Enterprises, hence (1) Mr. Dushyant C. Patel & (2) Mr. Anil C. Patel remained only partners of M/s. Sagar Enterprises.

(17). As mentioned above, in the meantime, that (1) Mr. Chandulal P. Patel, (2) Mrs. Champaben C. Patel and (3) Mr. Anil C. Patel have assigned development rights in respect of Building No. 'A' by Deed of Assignment of Development Rights dt. 18/06/2005 and in respect of Building No. 'F' by Deed of Assignment of Development Rights dt. 18/12/2005 to M/s. Sagar Enterprises. The Mira Bhayander Mahangar Palika had sanctioned building plan of Building No. A, on Plot No. 'A' on Dt. 12/05/2005 and the Mira Bhayander Municipal Corporation had sanctioned the revised Plan of Building No. 'A' on 14/02/2018, and plan of Building No. F on Plot No. 'B' was sanctioned on Dt. 14/11/2005 on the said Property. That both plans are valid, subsisting & in full force. Vide Reconstitution of Partnership Deed dated 29th May, 2018 Shri. Dushyant Chandulal Patel and Mr. Anil Chandulal Patel admitted (i) Mr. Bharat D. Patel (ii) Mr. Manharlal B Mehta (iii) Mr. Rashesh M. Mehta (iv) Shri Vishal M. Mehta (v) Mr. Mchul J. Misrty (vi) Mr. Ramesh C. Jannai (vii) Mr. Krunal R. Janani (viii) Mr. Sanjay V. Patel and (ix) Mr. Shailesh V. Patel as partners in the said firm M/s. Sagar Enterprises, and that as mentioned in the said Partnership Deed

dated 29th May, 2018 the said M/s. Sagar Enterprises is renamed (change of name) as M/s. Virtuoso Realty Enterprises.

(18). In view thereof, I am of the opinion that the said documents viz. (i) Agreement for Assignment of Development Rights, dated 15th November, 1995 and (ii) Power of Attorney dated 15th November, 1995 (iii) Deed of Relinquishment dated 31st January, 2003, (iv) Power of Attorney Dt. 31st January 2003 (v) Deed of Assignment Dt. 18/06/2005 in respect of Building No. B, C1, & C2 (vi) Deed of Assignment Dt. 18/06/2005 in respect of Building No. 'A' (vii) Deed of Assignment Dt. 18/12/2005 in respect of Building No. 'F' (viii) Partnership Deed Dt. 27/02/2005 (ix) Power of Attorney dated 24/03/2010, (x) Deed of Retirement-Cum-Partnership Dt. 16/12/2016 and (xi) Reconstitution of Partnership Deed dated 29/05/2018 are effective, operative, valid, subsisting and binding upon the parties.

(19). That from revenue records obtained from revenue authority, it is observed that land bearing Old Survey No. 310, New Survey No.56, Hissa No.2 (Part) of Village- Goddev, Taluka & Dist. Thane, within the limits of Mira Bhayander Municipal Corporation, admeasuring 12000 Sq. Meters or thereabouts stands in the name of legal heirs of Shri. Harishchandra Narayan Mahtre & others as co-owners.

(20). In view of what is stated above, I hereby certify that from the records and the documents produced before me for my verification in 7/12 Extract, the said Property stands in the name of legal heirs of Shri. Harishchandra Narayan Mahtre and others, the owners of the N.A. plot of the land bearing Old Survey No. 310, New Survey No. 56, Hissa No.2 (Part), admeasuring to 14520 Sq. Yards, equivalent to 12000 Sq. Meters or thereabouts situated, lying and being at Village - Goddev, Bhayander, Taluka & Dist. Thane subject however, to the rights granted in the said Agreement dated 19th November, 1995. That by virtue of the diverse documents referred to above the said (i) Mrs. Champaben Chandulal-Patel (ii) Dushyant Chandulal Patel and (iii) Mr. Anil Chandulal Patel became fully entitled to the said property subject to the F.S.I. granted to the various developers under the diverse deed of assignment referred to in these present. I further certify

that the said M/s. Virtuoso Realty Enterprises (formerly known as M/s. Sagar Enterprises) a registered partnership firm represented by their present partners (i) Mr. Dushyant Chandulal Patel, (ii) Mr. Anil Chandulal Patel, (iii) Mr. Bharat D. Patel (iv) Mr. Manharlal B Mehta (v) Mr. Rashesh M. Mehta (vi) Mr. Vishal M. Mehta (vii) Mr. Mehul J. Misrty (viii) Mr. Ramesh C. Jannai (ix) Mr. Krunal R. Janani (x) Mr. Sanjay V. Patel (xi) Mr. Shailesh V. Patel are interalia entitled to development rights in respect of the said Building No. 'A' together with right to utilize outside T.D.R. thereon, on the said Plot A and to develop the said Building No. 'F' on the said Plot B, of the said Property.

(21). It may be mentioned that in respect of buildings No. D1, D2 the said Mr. Chandulal P. Patel and two others have assigned the development rights/construction to the extent of the F.S.I. of 31698 sq. fts. granted in favour of one M/s. Savera Construction vide agreement dated 19/02/2004 and in respect of buildings No. E1, E2 (including Row Houses) the said Mr. Chandulal P. Patel and two others have assigned the development rights/construction to the extent of the F.S.I. of 30114 sq. fts. granted in favour of one M/s. Shiv Pooja Developers, who have already constructed the said Buildings accordingly.

Hence I am of the opinion that, in view thereof, subject to the aforesaid right, title of the said property is clear, marketable and free from reasonable doubts.

Date: 30 /01/2019


(Mr. R.D. KEWAT)
Advocate

REFERRED:-

1. Title Certificate,
Dt. 14/01/2006,
Issued by Anjanikumar Singh
Advocate.
2. Search Report,
Dt. 09/01/2006
Taken by Pushkalkumar
Advocate.