

ARUN SINGH

Advocate, High Court

C 1708, Indraprasth, New Golden Nest Phase 16, Bhayandar (East) Thane 401105

E-Mail ID: arun.singh2011@yahoo.co.in

Tel. No. 9769979751

FORMAT - A

(Circular No.:28) of 2021)

To
MahaRERA

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to land bearing Survey No. 20, Hissa No. 5, admeasuring 2050 and Survey No. 20, Hissa No. 7, admeasuring 2170 sq. meters, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of Mira Bhayandar Municipal Corporation (hereinafter referred as the said land").

I have investigated the title of the said land on the request of owned by SEVEN ELEVEN CONSTRUCTION PVT. LTD., having address at Seven Eleven Mansion, 1st Floor, Deepak Hospital Road, Mira Road (East), taluka and District Thane – 401107, have to state as under and following documents i.e :-

1) Description of the property:

Title clearance certificate with respect to to land bearing Survey No. 20, Hissa No. 5, admeasuring 2050 and Survey No. 20, Hissa No. 7, admeasuring 2170 sq. meters, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of Mira Bhayandar Municipal Corporation

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2) The documents of allotment of Said Land

- a. Deed of Conveyance, dated 31st March 2021, duly registered on 7th June 2021 in the office of the Sub-Registrar of Assurance at Thane at Sr. No. TNN-4/7991/2021, 1)MR.SHK MUSTALI SIDHPURWALA, and 2) MR. M. HATIM MIYAJIWALA have sold, transferred and conveyed an area admeasuring of 2050 sq. meters forming the portion of land bearing Survey No.20, Hissa No.5, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation to M/s. Seven Eleven Construction Pvt. Ltd.
- b. By a Deed of Conveyance dated 31st January 2021, duly registered in the office of the Sub-Registrar of Assurance at Thane at Sr. No. TNN-4/7994/2021 on 07th June 2021, M/S. RAJ BUILDERS AND DEVELOPERS have sold, transferred and conveyed the land bearing Survey No. 20, Hissa No. 7, admeasuring 2170 sq. meters, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation through its one of the Partners MR. SHK. MUSALI EBRAHIM SIDHPURWALA to M/s. SEVEN ELEVEN CONSTRUCTION PVT. LTD.



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ANNEXURE

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY that I have investigated the title of land bearing Survey No. 20, Hissa No. 5, admeasuring 2050 and Survey No. 20, Hissa No. 7, admeasuring 2170 sq. meters, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of Mira Bhayandar Municipal Corporation owned by SEVEN ELEVEN CONSTRUCTION PVT. LTD., having address at Seven Eleven Mansion, 1st Floor, Deepak Hospital Road, Mira Road (East), taluka and District Thane – 401107, have to state as under:

1. Shri Namdeo Shaniwar Tare, Shri Pandurang Shaniwar Tare and Shri Namubai Shaniwar Tare were the joint Owners of land bearing Survey No. 20, Hissa No. 5, admeasuring 3260 sq. meters, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of Mira Bhayandar Municipal Corporation. (Hereinafter referred to as ("Said First Entire Property").
2. By a registered Deed of Conveyance, dated 31st March, 1965 Shri Namdeo Shaniwar Tare, Shri Pandurang Shaniwar Tare and Shri Namubai Shaniwar Tare and their

On perusal of the above mentioned documents and all other relevant documents relating to title of the said property I am of the opinion that the title of M/s. SEVEN ELEVEN CONSTRUCTION PVT. LTD is clear, marketable and without any encumbrances

Owners of the Land

Sr. Nos.	New Survey Nos.	Hissa Nos.	Area in Sq. Meters	Name on 7/12 Extract
1.	20	5	2050	M/s. Seven Eleven Construction Pvt. Ltd
2.	20	7	2170	M/s. Seven Eleven Construction Pvt. Ltd

The report reflecting the flow of the title of the M/s. Seven Eleven Construction Pvt. Ltd on the said land is enclosed herewith as annexure.

Date: 30th March 2025



Arun Singh

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Advocate

Encl : Annexure.

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- c. By a Deed of Rectification, dated 25th August 2021 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/ 11514/2021 dated 25th August 2021, the area of the land bearing Survey No. 20. Hissa No.7, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation was mentioned in an Deed of Conveyance dated 31st March 2021 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN- 4/7994/2013 dated 7th June 2021 as 2170 sq.meters came to be rectified to 1769 sq.meters by and between the parties thereto.
- 3) By an Mutation Entry No. 3843, dated 6th October 2023 and by an Mutation Entry No. 3730, dated 4th July 2023, of Village Ghodbunder the name of M/s. Seven Eleven Construction Pvt. Ltd came to be recorded in the 7/12 extract of the said Property
- 4) The search Clerk Shri. P. Nikam has taken the searches on 24th January 2023, and in the office of Sub-Registry of Thane from 2005 to 2022 bearing its Receipt No. 1394 and 1396 .

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respective family members had sold, transferred and conveyed the said First Entire property to Shri Anant Sukur Patil for the consideration mentioned therein.

3. By a Mutation Entry No. 193, dated 13th March, 1970, of Village Ghodbunder the name of Shri Anant Sukur Patil came to be recorded in the 7/12 extract of the said first entire property as the Owner thereof
4. By a registered Deed of Conveyance, dated 3rd January, 1976, Shri Anant Sukur Patil in his turn had sold, transferred and conveyed the said first entire property to Mr. Francis Vincent Prasad for the consideration mentioned therein.
5. By a Mutation Entry No. 1027, dated 15th January, 1983, the name of Mr. Francis Vincent Prasad came to be recorded in the 7/12 extract of the said first entire property as the owner thereof
6. Mr. Francis Vincent Prasad died intestate on 6th February, 1991, leaving behind his widow by name Mrs. Josphina Francis Prasad, two sons namely Mr. Michael Francis Prasad, Mr. Anthony Francis Prasad, six married daughters namely Mrs. Nancy Nicholas Gonsalves, Mrs. Philomina Magban Gonsalves, Mrs. Regina Edwin D'souza, Mrs. Loudes Vivian Grecias, Mrs. Bernadette Michael D'souza and Mrs. Mebal



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Uttankumar as his heirs and legal representatives entitled to the estate of the deceased including the said first entire property.

7. By a Mutation Entry No. 873, dated 20th August, 1991, the names of Mrs. Josphina Francis Prasad, Mr. Michael Francis Prasad, Mr. Anthony Francis Prasad, Mrs. Nancy Nicholas Gonsalves, Mrs. Philomina Magban Gonsalves, Mrs. Regina Edwin D'souza, Mrs. Loudes Vivian Grecias, Mrs. Bernadette Michael D'souza and Mrs. Mebal Uttankumar came to be recorded in the 7/12 extract of the said first entire property as the owners thereof
8. Mr. Michael Francis Prasad died intestate on 2nd August, 2000 leaving behind his widow by name Mrs. Cotty Michael Prasad as his only heir and legal representative entitled to the undivided share of the deceased in the said first entire property.
9. Mr. Anthony Francis Prasad died intestate on 31st May, 2001 leaving behind his widow by name Mrs. Judith Anthony Prasad as his only heir and legal representative entitled to the undivided share of the deceased in the said first entire property.
10. Mrs. Josphina Francis Prasad died intestate on 30th October, 2003 leaving behind Mrs. Nancy Nicholas Gonsalves, Mrs. Philomina Magban, Gonsalves, Mrs. Regina



Edwin D'souza, Mrs. Lourdes Vivian Greecias, Mrs. Bernadette Michael D'souza, Mrs. Mehal Uttankumar, Mrs. Cotty Michael Prasad and Mrs. Judith Anthony Prasad as her heirs and legal representatives entitled to the undivided share of the deceased in the said first entire property.

11. Mrs. Nancy Nicholas Gonsalves, Mrs. Regina Edwin D'Souza, Mrs. Lourdes Vivian Greecias, Mrs. Bernadette Micheal D'souza, Mrs. Mehal Uttankumar and Mrs. dotty Micheal Parsad had executed a Power of Attorney, dated 23rd July, 2007 in favour of Mrs. Philomina Magban Gonsalves conferring upon her several powers inter-alia power to sell her undivided share in the said first entire property to the person or persons of her choice including power to execute a deed of conveyance in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

12. By an Agreement for Development, dated 14th November, 2006 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/8736/2006 Mrs. Philomina Magban Gonsalves, Mrs. Nancy Nicholas Gonsalves, Mrs. Regina Edwin D'Souza, Mrs. Lourdes Vivian Greecias, Mrs. Bernadette Micheal D'souza, Mrs. Mehal Uttankumar, Mrs. Cotty Micheal Parsad and Mrs. Judith Anthony Prasad had granted



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the development rights of the said first entire property to M/ s. Kavita Colonizing Pvt. Ltd. and M/s. Vian Infrastructure Ltd., for the consideration mentioned therein.

13. In pursuance of the Agreement for Development, dated 14th November, 2006, Mrs. Philomina Magban Gonsalves for self and as a constitute attorney of Mrs. Nancy Nicholas Mrs. Regina Edwin D'Souza, Mrs. Lourdes Vivian Grecias, Mrs. Bernadette Micheal D'souza, Mrs. Mehal Uttankumar, Mrs. Cotty Micheal Prasad and Mrs. Judith Anthony Prasad had executed a Power of Attorney of even date in favour of M/ s. Kavita Colonizing Pvt. Ltd. and M/ s. Vian Infrastructure Ltd. conferring upon it several powers inter-alia power to develop the said first entire property.

14. By a Deed of Cancellation, dated 1st August, 2007, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN7/06093/2007 executed by and between Mrs. Philomina Magban Gonsalves, Mrs. Nancy Nicholas Gonsalves, Mrs. Regina Edwin D'Souza, Mrs. Lourdes Vivian Grecias, Mrs. Bernadette Micheal D'souza, Mrs. Mehal Uttankumar, Mrs. Cotty Micheal Prasad, and Mrs. Judith Anthony Prasad of the One Part and M/s. Kavita Colonizing Pvt. Ltd. and M/s. Vian Infrastructure Ltd of the Other Part had cancelled, terminated and rescinded Agreement for Development, dated 14th November, 2006 and Power of Attorney of even date in respect of the said first entire property.

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15. By an Agreement for Development, dated 1st August, 2007, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. FNN-7/06096/2007 Mrs. Philomina Magban Gonsalves, Mrs. Nancy Nicholas Gonsalves, Mrs. Regina Edwin D'Souza, Mrs. Lourdes Vivian Grecias, Mrs. Bernadette Micheal D'souza, Mrs. Mehal Uttamkumar, Mrs. Cotty Micheal Parsad and Mrs. Judith Anthony Prasad had agreed to grant the development rights of the said first entire property to Shri Shantilal Bhanjibhai Gangajaliya and Shri Rajaram Nekaramji Bhati at the price and on the terms and conditions stipulated therein.

16. As per the payment schedule set out in the Agreement for Development dated 1st August 2007, Shri. Shantilal Bhanjibhai Gangajaliya and Shri. Rajaram Nekaramji Bhati paid the entire consideration of the first said entire property to Mrs. Philomina Magban Gonsalves Mrs. Nancy Nicholas Gonsalves, Mrs. Repens Edwin D'liousa, Mrs. Lourdes Vivian Grecias, Mrs. Bernadette Mucheal Dusa Mrs. Mehal Uttamkumar, Mrs. Cotty Micheal Parsad and Mrs Judith Anthony Prasad.

17. In pursuance of the Agreement for Development, dated 1st August, 2007 Mrs. Philomina Magban Gonsalves, Mrs. Nancy Nicholas Gonsalves, Mrs. Regina Edwin D'Souza, Mrs. Lourdes Vivian Grecias, Mrs. Bernadette Micheal D'souza, Mrs. Mehal Ulamkumar, Mrs. Cotty Micheal Parsad and Mrs. Judith Anthony Prasad had executed

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an Irrevocable General Power of Attorney, dated 1st August, 2007 registered in the office of sub-Registrar of Assurance at Thane under Sr. No. TNN-7 706097/2007 in favour of the Shri Shantilal Banjibhai Gargajaliya and Shri Rajaram Nekaramji Bhati conferring upon them powers inter-alia power to sell the said first entire property the person or persons of their choice including power to execute a deed of conveyance in favour of the ultimate transfer thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

18. In part performance of the Agreement for Development, dated 1st August, 2007 and on receipt of entire consideration Mrs. Philomina Magban Gonsalves, Mrs. Nancy Nicholas Gonsalves, Mrs. Regina Edwin D'Souza, Mrs. Lourdes Vivian Grecias, Mrs. Bernadette Micheal souza, Mrs. Mebal Uttamkumar, Mrs. Cotty Micheal Judith Anthony Prasad had delivered the possession of the said first entire property to Shri Shantilal Banjitha Gangajaliya and Shri Rajaram Nekaramji Bhati.

19. An area admeasuring 2050 sq. meters forming the portion of the said first entire property, is meant for Residential purpose in the Development Plan for City of Mira Bhayandar.

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20. An area admeasuring 1210 sq. meters forming the portion of the said first entire property, is meant for reserved for Road in the Development Plan for City of Mira Bhayandar.
21. Shri Shantilal Banjibhai Gangajaliya and Shri Rajaram Nekaramji Bhati had executed an Irrevocable General Power of Attorney, dated 11th May, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7/ 03509/ 2012 in favour of Shri Arjun Manoj Purohit and Shri Pankaj Manoj Purohit conferring upon them several powers inter-alia power to sell the said first entire property to the person or persons of their choice including power to execute a Deed of conveyance in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurances.
22. Shri Shantilal Banjibhai Gangajaliya and Shri Rajaram Nekaramji Bhati had executed the Irrevocable General Power of Attorney, dated 11th May, 2012 in favour of Shri Arjun Manoj Purohit and Shri Pankaj Manoj Purohit in respect of the said first entire property for valuable consideration coupled with interest.



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23. Mrs. Philomina Magban Gonsalves, Mrs. Nancy Nicholas Gonsalves, Mrs. Regina Edwin D'Souza, Mrs. Lourdes Vivan Grecias, Mrs. Bernadette Micheal D'souza, Mrs. Mehal Uttamkumar, Mrs. Cotty Micheal Parsad and Mrs. Judith Anthony Prasad at the instance of Shri Shantilal Banjibhai Gangajaliya and Shri Rajaram Nekaramji Bhati had sold, transferred and conveyed an area admeasuring 1960 sq. meters forming the portion of the said first entire property to Shri Arjun Manoj Purohit and Shri Pankaj Manoj Purohit vide a Deed of Conveyance, dated 11th May, 2011 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. FNN-7/03508/2012 for the consideration mentioned therein.

24. In the 7/12 extract of the said entire property, the name of Estate Investment Co., Pvt. Ltd., was appearing as a Grantee of the Government and as such, by a Deed of Release, dated 27nd August, 2012 registered- in the office of Sub-Registrar o Assurance at 'thane under Sr. No. FNN- 7/05941/2012 had released and relinquished its alleged right in the said entire property in favour of Mrs. Philomina Magban Gonsalves, Mrs. Nancy Nicholas Gonsalves, Mrs. Regina Edwin D'Souza, Mrs. Lourdes Vivan Grecias, Mrs. Bernadette Micheal D'souza, Mrs. Mehal Uttamkumar, Mrs. Cotty Micheal Parsad and Mrs. Judith Anthony Prasad.

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25. By an Agreement for Sale, dated 13th June, 2012, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN4/03779/2012 Shri Shantilal Banjibhai Gangajaliya, Shri Rajaram Nekaramji Bhatti, Shri Arjun Manoj Purohit and Shri Pankaj Manoj Purohit in the capacity of constituent attorney of Mrs. Philomina Magban Gonsalves, Mrs. Nancy Nicholas Gonsalves, Mrs. Regina Edwin D'Souza, Mrs. Lourdes Vivian Grecias, Mrs. Bernadette Micheal D'souza, Mrs. Mebal Uttamkumar, Mrs. Cotty Micheal Parsad and Mrs. Judith Anthony Prasad had surrendered an area admeasuring 1210 sq. meters forming the portion of the said entire property to Mira Bhayander Municipal Corporation.
26. By a Mutation Entry No. 2370, dated 20th February, 2013, the name of Mira Bhayander Municipal Corporation came to be recorded in the 7:12 extract of the said entire property corresponding to an area admeasuring 1210 sq. meters.
27. By a Deed of Conveyance, dated 30th December, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN4/7979/2013 Mrs. Philomina Magban Gonsalves, Mrs. Nancy Nicholas Gonsalves, Mrs. Regina Edwin D'Souza, Mrs. Lourdes Vivian Grecias, Mrs. Bernadette Micheal D'souza, Mrs. Mebal Uttamkumar, Mrs. Cotty Micheal Parsad and Mrs. Judith Anthony Prasad with the consent and confirmation of Shri Shantilal Banjibhai Gangajaliya and Shri Rajaram

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Nekaramji Bhati, Shri Arjun Manoj Purohit and Shri Pankaj Manoj Purohit had sold, transferred and conveyed an area admeasuring 90 sq. meters forming the portion of the larger property to 1) Mr. Shk Mustali Sidhpurwala and 2) Mr. M. Hatim Miyajiwala for the consideration mentioned therein.

28. Simultaneous to the execution of Deed of Conveyance, dated 30th December, 2013, Mrs. Philomina Maghan Gonsalves, Mrs. Nancy Nicholas Gonsalves, Mrs. Regina Edwin D'Souza, Mrs. Lourdes Vivian Greeias, Mrs. Bernadette Micheal D'souza, Mrs. Mebal Uttankumar, Mrs. Cotty Micheal Prasad and Mrs. Judith Anthony Prasad with the consent and confirmation of Shri Shantilal Banjibhai Gangajaliya, Shri Rajaram Nekaramji Bhati, Shri Arjun Manoj Purohit and Shri Pankaj Manoj Purohit had executed an Irrevocable General Power of Attorney, dated 30th December, 2013 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/7981/2013 in favour of 1) Mr. Shk Mustali Sidhpurwala and 2) Mr. M. Hatim Miyajiwala, i.e. the vendors herein in respect of an area admeasuring 90 sq. meters forming the portion of the Larger proper conferring upon them several powers inter-alia power to sell an area admeasuring 90 sq. meters forming the portion of the first property to the person or persons of their choice including power to execute a deed of conveyance in favour of the ultimate transferee thereof and to lodge the same for



registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurances.

29. By a Deed of Conveyance, dated 30th December, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN4/7971/2013 Shri Arjun Manoj Purohit and Shri Pankaj Manoj Purohit had sold, transferred and conveyed an area admeasuring 1960 sq. meters forming the portion of the first larger property to 1) Mr. Shk Mustali Sidhpurwala and 2) Mr. M. Hatim Miyajiwala i.e. the vendors herein for the consideration mentioned therein.

30. Simultaneous to the execution of Deed of Conveyance, dated 30th December, 2013, Shri Arjun Manoj Purohit and Shri Pankaj Manoj Purohit had executed an Irrevocable General Power of Attorney, dated 30th December, 2013 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN/- 4/7973/2013 in favour of 1) Mr. Shk Mustali Sidhpurwala and 2) Mr. M. Hatim Miyajiwala in respect of an area admeasuring 1960 sq. meters forming the portion of the first Larger property conferring upon them several powers inter-alia power to sell an area admeasuring 1960 sq. meters forming the portion of the larger property to the person or persons of their choice including power to execute a deed of conveyance in favour of the ultimate transferee



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thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

31. By a Deed of Conveyance, dated 31st March 2021, duly registered on 7th June 2021 in the office of the Sub-Registrar of Assurance at Thane at Sr. No. TNN-4/7991/2021, 1) MR. SHIK MUSTALI SIDHIPURWALA, and 2) MR. M. HATIM MIYAJIWALA have sold, transferred and conveyed the said first larger property to M/s. Seven Eleven Construction Pvt. Ltd the Promoter herein.

32. By a Mutation Entry No. 3843, dated 6th October 2023, the name of M/s. Seven Eleven Construction Pvt. Ltd i.e. the Promoter came to be recorded in the 7/12 extract of the said first larger property as the Owner thereof

33. In the aforesaid First Larger Property M/ s. SEVEN ELEVEN CONSTRUCTION PVT. LTD., the Promoter herein are absolutely seized and possessed off and/or otherwise well and sufficiently entitled to an area admeasuring of 2050 sq. meters forming the portion of land bearing Survey No.20, Hissa No.5, situate, lying and being at Village Ghodbandar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation.

34. Shri Hiraji Mahadeo Kini, Shri Janardhan Mahadeo Kini, Smt. Kashi Khandu Vaity, Smt. Bhimabai Harishebandra Patil and Smt. Hirubai Mahadeo Kini were the joint Owners of land bearing Survey No. 20, Hissa No. 7, admeasuring 2170 sq. meters, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation (for short hereinafter referred to as the "Said Second Larger Property").

35. Shri Hirabai Mahadeo Kini died intestate on 16th October, 2006 leaving behind Shri Janardhan Mahadeo Kini, Shri Sanjay Janardhan Kini, Shri Mangesh Janardhan Kini, Mrs. Vimal Anant Patil, Smt. Lalita Vijay Shelar, Smt. Kashi Khandu Vaity, Shri Gajanan Khandu Vaity, Shri Prabhakar Khandu Vaity, Smt. Revti Anand Dondekar, Smt. DLvarka Pandurang Vaity, Smt. Indira Umesh Kharkar, Shri Pramod Khandu Vaity, Shri Nitin Khandu Vaity, Shri Naresh Khandu Vaity and Shri Pravin Khandu Vaity as her heirs and legal representatives entitled to the undivided share of the deceased in the said second larger property

36. By a Memorandum of Understanding, dated 24th April, 2003, Shri Hiraji Mahadeo Kini, Shri Janardhan Mahadeo Kini, Smt. Kashibai Khandu Vaity, Smt. Bhimabai Harishebandra Patil and Smt. Hirubai Mahadeo Kini had agreed to sell the said property



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to Shri Mahesh Ratamlal Agarwal at the price and on the terms and conditions stipulated therein.

37. By a Deed of Cancellation dated 26th April, 2005 Shri Hiraji Mahadeo Kini, Shri Janardhan Mahadeo Kini, Smt. Kashibai Khandu Vait, Smt. Bhimabai Harishchandra Patil and Smt. Hirubai Mahadeo Kini of the One Part and Shri Mahesh Ratamlal Agarwal of the Other Part had cancelled the Memorandum of Understanding, dated 24th April, 2003, executed by and between them in respect of the said second larger property.

38. By a Memorandum of Understanding, dated 3rd November, 2004, Shri Hiraji Mahadeo Kini, Shri Janardhan Mahadeo Kini, Smt. Kashibai Khandu Vait, Smt. Bhimabai Harishchandra Patil and Smt. Hirubai Mahadeo Kini had agreed to sell the said second larger property to Shri Karasanbhai Khimabhai Patel at the price and on the terms and conditions stipulated therein.

39. By a Deed of Cancellation dated 27th March, 2005 Shri Hiraji Mahadeo Kini, Shri Janardhan Mahadeo Kini, Smt. Kashibai Khandu Vait, Smt. Bhimabai Harishchandra Patil and Smt. Hirubai Mahadeo Kini of the One Part and Shri Karasanbhai Khimabhai Patel of the Other Part had cancelled the Memorandum of Understanding, dated 3rd

November 2004, executed by and between them in respect of the said second larger property.

40. By an Agreement for Sale, dated 17th May, 2005 Shri Hiraji Mahadeo Kini, Shri Ravindra Hiraji Kini, Smt. Reshma R. Kini, Shri Navnath H. Kini, Smt. Bharati N. Kini, Shri Janardhan Mahadeo Kini, Smt. Nira Hiraji Kini, Smt. Bhimabai Harishchandra Patil, Smt. Hirubai Mahadeo Kini and Smt. Kashibai Khandu Vaity had agreed to sell their undivided share in the said second larger property to M/s. Fils Construction Co., being the partnership firm of Mrs. Rubina Amjad Khan and Mr. Amjad Fateh Mohd. Khan at the price and on the terms and conditions stipulated therein.

41. In pursuance of the Agreement for Sale, dated 17th May, 2005, Shri Hiraji Mahadeo Kini, Shri Ravindra Hiraji Kini, Smt. Reshma R. Kini, Shri Navnath H. Kini, Smt. Bharati N. Kini, Shri Janardhan Mahadeo Kini, Smt. Nira Hiraji Kini, Smt. Bhimabai, Harishchandra Patil, Smt. Hirubai Mahadeo Kini and Smt. Kashibai Khandu Vaity had executed a Power of Attorney, dated 17th May, 2005 in favour of Mrs. Rubina Amjad Khan and Mr. Amjad Fateh Mohd. Khan, being the partners of M/s. Fils Construction Co., conferring upon them several powers inter-alia power to sell their undivided share in the said property to the person or persons of their choice including power to execute



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indeed of conveyance in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

42. By an Agreement, dated 17th May, 2005 Shri Janardhan Mahadeo Kini, Shri Sanjay Janardhan Kini, Shri Mangesh Janardhan Kini, Smt. Vimal Anant Patil, Mrs. Lalita Vijay Shelar, Smt. Kashi Khandu Vaity, Shri Gajanan Khandu Vaity, Shri Prabhakar Khandu Vaity, Smt. Revati Anant Dondekar, Smt. Dwarka Pandurang Vaity, Smt. Indira Umesh Khurkar, Shri Pramod Khandu Vaity, Shri Nitin Khandu Vaity, Shri Naresh Khandu Vaity and Shri Pravin Khandu Vaity had agreed to sell their share in the said second larger property to Mrs. Rubina Amjad Khan and Mr. Amjad Fateh Mohd, Khan, being the partners of M/s. Fils Construction Co., at the price and on the terms and conditions stipulated therein.

43. By a Deed of Confirmation, dated 4th January, 2011 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN4/00136/2011, Shri Hiraji Mahadeo Kini, Shri Ravindra Hiraji Kini, Mrs. Reshma Ravindra Kini, Shri Jarandhan Mahadeo Kini, Mrs. Neera Hiraji Kini, Mrs. Vimabai Harishchandra, Mrs. Hirubai Mahadeo Kini, Smt. Kashibai Kandu Vaity, Shri Janardhan Mahadeo Kini, Shri Sanjay Janardhan Kini, Shri Mangesh Janardhan Kini, Mrs. Vimal Anant Patil, Mrs. Lalita

Vijay Shelar, Smt. Kashi Khandu Vaity, Shri Gajanan Khandu Vaity, Shri Prabhakar Khandu Vaity, Smt. Revti Anand Dondekar, Smt. Dwarka Pandurang Vaity, Smt. Indira Umesh Kharkar, Shri Pramod Khandu Vaity, Shri Nitin Khandu Vaity, Shri Naresh Khandu Vaity and Shri Pravin Khandu Vaity of the One Part and Mrs. Rubina Anjad Khan and Mr. Anjad Fatch Mohd. Khan, being the partners of M/ s. Fils Construction Co. of the Other Part had cancelled and terminated an Agreement, dated 17th May, 2005 executed by and between them in respect of the said second larger property.

44. Subsequent to the cancellation of Second agreement, executed by and between the parties thereto in respect of the said property, Shri Hiraji Mahadeo Kini, Shri Ravindra Hiraji Kini, Mrs. Reshma Ravindra Kini, Shri Janardhan Mahadeo Kini, Mrs. Neera Hiraji Kini, Mrs. Vimabai Harishchandra Patil, Mrs. Hirubai Mahadeo Kini, Smt. Kashibai Khandu Vaity, Shri Janardhan Mahadeo Kini, Shri Sanjay Janardhan Kini, Shri Mangesh Janardhan Kini, Mrs. Vimal Anant Patil, Mrs. Lalita Vijay Shelar, Smt. Kashi Khandu Vaity, Shri Gajanan Khandu Vaity, Shri Prabhakar Khandu Vaity, Smt. Revti Anand Dondekar, Smt. Dwarka Pandurang Vaity, Smt. Indira Umesh Kharkar, Shri Pramod Khandu Vaity, Shri Nitin Khandu Vaity, Shri Naresh Khandu Vaity and Shri Pravin Khandu Vaity had executed an Irrevocable General Power of Attorney, dated 23rd December, 2010 registered in the office of the Sub-Registrar of Assurance at



ARUN SINGH

Advocate, High Court

C 1708, Indraprasth, New Golden Nest Phase 16, Bhayandar (East) Thane 401105

E-Mail ID: arun.singh2011@yahoo.co.in

Tel. No. 9769979751

Thane under Sr. No. TNN-4/137/2011 in favour of Mrs. Rubina Anjad Khan and Mr. Anjad Fatch Mohid Khan, being the partners of M/s. Fils Construction Co., conferring upon them several powers inter-alia power to sell the said property to the person or persons of their choice including power to execute a deed of conveyance in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

45. By an Agreement for Development, dated 24th March, 2008 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/02828/2008 Mrs. Rubina Anjad Khan for and on behalf of M/s. Fils Construction Co., as well as Shri Hiraji Mahadeo Kini, Shri Ravindra Hiraji Kini, Smt. Reshma R. Kini, Shri Navnath H. Kini, Smt. Bharati N. Kini, Shri Janardhan Mahadeo Kini, Smt. Nira Hiraji Kini., Smt. Bhimabai Harisheandra Patil, Smt. Hirubai Mahadeo Kini and Smt. Kashibai Khandu Vaity had agreed to sell the second larger property to Mr. Shahnaawaz A. Khan at the price and on the terms and conditions stipulated therein.

46. In pursuance of Agreement for Development, dated 24th March, 2008, Shri Hiraji Mahadeo Kini, Shri Ravindra Hiraji Kini, Smt. Reshma R. Kini, Shri Navnath H. Kini, Smt. Bharati N. Kini, Shri Janardhan Mahadeo Kini, Smt. Nira Hiraji Kini,

Smt. Bhimabai Harisbehandra, Smt. Hirabai Mahadeo Kini and Smt. Kashibai Khandu Vaity through their constitute attorney Mrs. Rubina Arifol Khan, being one of the partners of M/s. Ely Construction had executed a Power of Attorney, dated 24th March, 2008 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN4-02829/2008 in favour of Mr. Shahnawaz A. Khan conferring upon him several powers inter-alia power to sell the said second larger property to the person or persons of his choice including power to execute a deed of conveyance in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.

47. By a Deed of Conveyance, dated 22nd October, 2012 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN- 7/7382/2012 Shri Hiraji Mahadeo Kini, Shri Ravindra Hiraji Kini, Shri Ramesh R. Kini, Smt. Reshima R. Kini, Shri Navnath H. Kini, Smt. Bhurati N. Kini, Shri Janardhan Mahadeo Kini, Smt. Nira Hiraji Kini, Smt. Bhimabai Harisbehandra Patil, Smt. Hirabai Mahadeo Kini, Smt. Kashibai Khandu Vaity, Shri Janardhan Mahadeo Kini, Shri Sanjay Janardhan Kini, Shri Martgesh Janardhan Kini, Mrs. Vimal Anant Patil, Mrs. Lalita Vijay Shelar, Shri Gajanan Khandu Vaity, Shri Prabhakar Khandu Vaity, Smt. Revti Anand Dondekar Smt. Dwarka Pandurang Vaity, Smt. Indira Umesh Kharkar, Shri Pramod Khandu

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ARUN SINGH

Advocate, High Court

C-1108, Indraprasth, New Golden Nest Phase 16, Bhayandar (East) Thane 401105

E-Mail ID: arun.singh2011@yahoo.co.in

Tel. No. 9769979751

Vaity, Shri Nirmal Khurdu Vaity, Shri Naresht Khurdu Vaity and Shri Pravin Khurdu Vaity through their respective power of attorney holder Mrs. Rubina Anpad Khan and Mr. Anmol Latch Mohd. Khan, being the partners of M/s Tils Construction Co., and Mr. Shubamwaz Ashraf Khan had sold, transferred and conveyed the said second larger property to the M/S. RAJ BUHEDERS AND DEVELOPERS, through its Partners 1. MR. SHK. MUSALI EBRAHIM SIDHPURWALA and 2. MR. M. HATIM AHMEDALI MIYAHWALA for the consideration mentioned therein.

48. By a Deed of Conveyance dated 31st January 2021, duly registered in the office of the Sub-Registrar of Assurance at Thane at Sr. No. TNN-4/7994/2021 on 07/06/2021; M/S. RAJ BUHEDERS AND DEVELOPERS have sold, transferred and conveyed the said second larger property to through its one of the Partners MR. SHK. MUSALI EBRAHIM SIDHPURWALA to M/s. SEVEN ELEVEN CONSTRUCTION PVT. LTD the Promoters herein.

49. By a Deed of Rectification, dated 25th August 2021 registered in the office of the Sub-Registrar of Assurance at Thane under Sr. No. TNN-4/11514/2021 dated 25th August 2021, the area of the land bearing Survey No. 20, Hissa No.7, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of the Mira Bhayandar Municipal Corporation

was mentioned in an Deed of Conveyance dated 31st March 2021 registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TSN- 47994 2013 dated 2nd June 2021 as 2170 sq.meters came to be rectified to 1700 sq.meters by and between the parties thereto.

50. By a Mutation Entry No. 3730, dated 4th July 2023, the name of M/s. Seven Eleven Construction Pvt. Ltd came to be recorded in the 7/12 extract of the said second entire property as the Owner thereof.

51. In view of above facts M/s. SEVEN ELEVEN CONSTRUCTION PVT. LTD became the Owner of the First Larger Property i.e. an area admeasuring of 2050 sq. meters forming the portion of land bearing Survey No.20, Hissa No.5, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation and the Second larger property i.e. land bearing Survey No. 20, Hissa No. 7, admeasuring 2170 sq. meters, situate, lying and being at Village Ghodbundar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation hereinafter the First Larger Property and the Second Larger Property be together referred to as "Said Property".

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ARUN SINGH

Advocate, High Court

C 1708, Indraprasth, New Golden Nest Phase 16, Bhayandar (East) Thane 401105

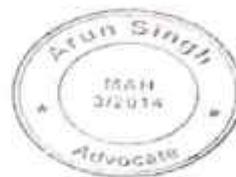
E-Mail ID: arun.singh2011@gmail.com

Tel. No. 9269979753

52. The search Clerk Shri. P. Nikam has taken the searches on 24th January 2023, and in the office of Sub-Registry of Thane from 2005 to 2022 bearing its Receipt No. 1394 and 1396.

53. On the whole from the searches taken search clerk Shri. P. Nikam in the office of Sub-Registry of Thane and also on the basis of documents produced before me as well as on the basis of information provided to me, I hereby state and certify that the title of land bearing Survey No. 20, Hissa No. 5, admeasuring 2050 and Survey No. 20, Hissa No. 7, admeasuring 2170 sq. meters, situate, lying and being of Village Chodhbandar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of Mira Bhayandar Municipal Corporation owned by SEVEN ELEVEN CONSTRUCTION PVT. LTD, is clear, marketable and free from all encumbrances.

Dated : 30th March 2025




Advocate