



*P. Hari*

B. Com., (HONS), LL.B. PGD-HRD., BM., IMP-EX  
**ADVOCATE, HIGH COURT**

**"LEGAL POINT"**

**CERTIFICATE OF TITLE**

I am instructed by **M/s. Maxus Prime Realty LLP**, a limited liability partnership, having address at 3, Giriraj, Salasar Brij Bhoomi Complex, 150 Feet Road, Bhayandar (West), District - Thane 401 101, to give my report on title in respect of the properties, which are described hereunder.

1. Originally, by diverse deeds, factors and circumstances, one Shri. Hari Kastu Patil was the owner of the below mentioned agricultural lands:-

Sr. No.	Old Survey No.	Old Hissa No.	New Survey No.	New Hissa No.	Area [Sq. Mtrs.]
1.	559	2	207	2	780
2.	560	1	165	1	9110

both situate, lying and being at Village - Bhayandar, Taluka and District - Thane, now falling within the local limits of the Mira Bhayandar Municipal Corporation, hereinafter referred to as "**The said Entire Land**".

2. By and vide a duly registered Deed of Conveyance dated 28<sup>th</sup> October 1969 [Regn. No. BOM/4371/1969], the said Shri. Hari Kastu Patil had sold, transferred, assigned and conveyed the said Entire Land to Shri. Suresh Krishnarao Awaskar, Shri. Nandlal Chelaram Gulani, Shri. Hasmukhrai Jamnadas Shah and Shri Manohar. Malhari Waghmare, at and on the terms and conditions and for consideration which are more particularly described in the said Deed of Conveyance dated 28<sup>th</sup> October 1969.
3. In the premises aforesaid, the said Shri. Suresh Krishnarao Awaskar, Shri. Nandlal Chelaram Gulani, Shri. Hasmukhrai Jamnadas Shah and Shri. Manohar Malhari Waghmare became the joint owners of the Said Entire Land having 25% share and rights each.
4. Since the said Shri. Suresh Krishnarao Awaskar, was not an agriculturist then, the names of the remaining purchasers viz:- Shri. Nandlal Chelaram

Gulani, Shri. Hasmukhrai Jamnadas Shah and Shri. Manohar Malhari Waghmare, came to be recorded in the 7/12 extract of the said Entire Land, by and vide a Mutation Entry bearing No. 2651, dated 2<sup>nd</sup> August 1970.

5. The said Shri. Suresh Krishnarao Awaskar by and vide a Deed of Conveyance dated 19<sup>th</sup> April 1973, which remained unregistered, had sold, transferred, assigned and conveyed his 25% share and rights in the said Entire Land in favour of the said Shri Nandlal Chelaram Gulani, who was one of the co-owners of the said Entire Land, at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 19<sup>th</sup> April 1973.
6. In pursuance of the execution of the said Deed of Conveyance dated 19<sup>th</sup> April 1973, the said Shri. Suresh Krishnarao Awaskar had also made and executed a General Power of Attorney dated 23<sup>rd</sup> July 1973, in favour of the said Shri. Nandlal Chelaram Gulani, inter-alia, conferring upon, various rights, powers and privileges, which are more particularly described in the said writing.
7. The said Shri. Nandlal Chelaram Gulani and Shri. Manohar Malhari Waghmare had jointly executed a Development Agreement, dated 5<sup>th</sup> February 1990, in favour of one Shri. Sunil Hiralal Agarwal, in respect of their share and rights in the said Entire Land, at and on the terms and conditions and for considerations, which are more particularly described in the said Development Agreement dated 5<sup>th</sup> February 1990.
8. In pursuance of the execution of the said Development Agreement dated 5<sup>th</sup> February 1990, the said Shri. Nandlal Chelaram Gulani and Shri. Manohar Malhari Waghmare had also jointly made and executed a General Power of Attorney dated 11<sup>th</sup> October 1990, in favour of the said Shri. Sunil Hiralal Agarwal, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing.





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9. By and vide a Development Agreement dated 23<sup>rd</sup> July 1995, the said Shri. Nandlal Chelaram Gulani, Shri. Hasmukh Jamnadas Shah alias Hasmukhrai Jamnadas Fifidia and Shri. Manohar Malhari Waghmare have agreed to grant the development rights of the said Entire Land, in favour of one (1) Shri. Sharad Chandrakant Naik, (2) Shri. Vilas Chandrakant Naik, (3)(a) Priyanka Suresh Naik & (3)(b) Tejas Suresh Naik, at and on the terms and conditions and for considerations, which are more particularly described in the said Development Agreement dated 23<sup>rd</sup> July 1995.
10. In pursuance of the execution of the said Development Agreement dated 23<sup>rd</sup> July 1995, the said Shri. Nandlal Chelaram Gulani, Shri. Hasmukh Jamnadas Shah and Shri. Manohar Malhari Waghmare have also made and executed an Irrevocable General Power of Attorney, dated 27<sup>th</sup> July 1995, in favour of the said (1) Shri. Sharad Chandrakant Naik, (2) Shri. Vilas Chandrakant Naik, (3)(a) Priyanka Suresh Naik & (3)(b) Tejas Suresh Naik, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing.
11. The said (1) Shri. Sharad Chandrakant Naik, (2) Shri. Vilas Chandrakant Naik, (3)(a) Priyanka Suresh Naik & (3)(b) Tejas Suresh Naik, had jointly executed a duly registered Deed of Declaration dated 12<sup>th</sup> July 2004 [Regn. No. TNN-7/04153/2004] to place on record that the Development Agreement dated 23<sup>rd</sup> July 1995 and the Power of Attorney thereto, in respect of the said Entire Land are legal, valid, subsisting.
12. The said Shri. Nandlal Chelaram Gulani, died intestate on 24<sup>th</sup> July 2007, leaving behind him, his widow by name Smt. Deepa Nandlal Gulani, 3 nos. daughters viz:- Ms. Rakhi Nandlal Gulani, Ms. Heena Nandlal Gulani and Ms. Karuna Nandlal Gulani, as his only legal heirs

and representatives, entitled to his estates, including his 50% share and rights in the said Entire Land.

13. By and vide an Agreement For Sale dated 31<sup>st</sup> May 2014, the said Smt. Deepa Nandlal Gulani, Ms. Rakhi Nandlal Gulani, Ms. Heena Nandlal Gulani and Ms. Karuna Nandlal Gulani have agreed to sell their 50% share and right, title, interest and share in the said Entire Land in favour of one Shri Kalpesh Roopchand [Kapoorchand] Jain and Shri. Ajay Ramchandra Mishra, at and on the terms and conditions and for considerations, which are more particularly described in the said Agreement For Sale dated 31<sup>st</sup> May 2014.
14. In pursuance to the execution of the said Agreement For Sale dated 31<sup>st</sup> May 2014, the said Smt. Deepa Nandlal Gulani, Ms. Rakhi Nandlal Gulani, Ms. Heena Nandlal Gulani and Ms. Karuna Nandlal Gulani, have also made and executed an Irrevocable General Power of Attorney dated 31<sup>st</sup> May 2014, in favour of the Shri. Kalpesh Roopchand [Kapoorchand] Jain and Shri. Ajay Ramchandra Mishra, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing.
15. In pursuance to the execution of the said Development Agreement dated 23<sup>rd</sup> July 1995, the said Shri. Hasmukh Jamnadas Shah alias Hasmukhrai Jamnadas Fifiadia had also made and executed a Deed of Conveyance dated 9<sup>th</sup> December 2014 [Regn. No. TNN-2/10099/2014], in favour of the said (1) Shri. Sharad Chandrakant Naik, (2) Shri. Vilas Chandrakant Naik, (3)(a) Priyanka Suresh Naik & (3)(b) Tejas Suresh Naik, in respect of his 25% share and rights in the said Entire Land, at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 9<sup>th</sup> December 2014.
16. The said Shri. Manohar Malhari Waghmare died intestate on 22<sup>nd</sup> June 2011, leaving behind him, Smt. Lata Manohar Waghmare, Mrs. Jyoti





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Prakash Chavan, Smt. Suchitra Suresh Gore, Smt. Daksha Manohar Waghmare and Shri. Atul Manohar Waghmare as his only legal heirs and representatives.

17. By and vide a duly registered Deed of Conveyance dated 24<sup>th</sup> July 2014, [Regn. No. TNN-7/5900/2014], the said Smt. Lata Manohar Waghmare, Mrs. Jyoti Prakash Chavan, Smt. Suchitra Suresh Gore, Smt. Daksha Manohar Waghmare and Shri. Atul Manohar Waghmare had sold, transferred, assigned and conveyed their undivided right, title, interest and share in the said Entire Land, in favour of the said Smt. Surekha Suresh Narkhede and Shri. Kalpesh Roopchand [Kapoorchand] Jain, proprietor of M/s. Sankeshwar Enterprises, at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 24<sup>th</sup> July 2014.
18. By and vide a duly registered Deed of Conveyance dated 12<sup>th</sup> August 2014 [Regn. No. TNN-10/9917/2014], the said Smt. Deepa Nandlal Gulani, Ms. Rakhi Nandlal Gulani, Ms. Heena Nandlal Gulani and Ms. Karuna Nandlal Gulani with the consent and confirmation of Shri. Sunil Hiralal Agarwal, Shri. Kalpesh Roopchand [Kapoorchand] Jain and Shri. Ajay Ramchandra Mishra had sold, transferred, assigned and conveyed their undivided 50% and/or ½ right, title, interest and share consisting of 1/4<sup>th</sup> share of Gulani's and 1/4<sup>th</sup> share of Shri. Suresh Krishnarao Awaskar in the said Entire Land, in favour of one M/s. Span Creators and accordingly the said M/s. Span Creators acquired the 50% share equivalent to 4,555 sq. meters out of Old Survey No.560, New Survey No.165, Hissa No.1 totally admeasuring 9,110 sq. mtrs., and area admeasuring 390 sq. mtrs., out of Old Survey No.559, New Survey No.207, Hissa No.2, totally admeasuring 780 sq. mtrs., at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 12<sup>th</sup> August 2014.

19. By and vide a duly registered Deed of Conveyance dated 22<sup>nd</sup> August 2014, the said Smt. Surekha Suresh Narkhede and Shri. Kalpesh Roopchand [Kapoorchand] Jain, the sole proprietor of M/s. Sankeshwar Enterprises, with the due consent and confirmation of Shri Tarachand N. Shah had sold, transferred, assigned and conveyed their 25% or 1/4<sup>th</sup> right, title, interest and share consisting of 1/4<sup>th</sup> share of Shri. Manohar Malhari Waghmare, in the said Entire Land, in favour of the said M/s. Span Creators, at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 22<sup>nd</sup> August 2014 and accordingly, the said M/s. Span Creators have acquired 25% share equivalent to an area admeasuring 2,277.5 sq. mtrs., out of Old Survey No.560, New Survey No.165, Hissa No.1 totally admeasuring 9,110 sq. mtrs., and an area admeasuring 195 sq. mtrs., out of Old Survey No.559, New Survey No.207, Hissa No.2, totally admeasuring 780 sq. mtrs.
20. The said Shri. Vilas Chandrakant Naik also died intestate on 08<sup>th</sup> April 2016, leaving behind him, (1) Smt. Kshitija Vilas Naik (Widow), (2) Ms. Kshipra Vilas Naik (Daughter), (3) Ms. Gargi Vilas Naik (Daughter), (4) Mr. Vedang Vilas Naik (Son), hereinafter referred to as **"Kshitija & 3 Others"**, as his only legal heirs and representatives, entitled to his estates, including his undivided share and rights in the said Entire Land.
21. The said Shri. Sharad Chandrakant Naik also died intestate on 19<sup>th</sup> June 2016, leaving behind him, (1) Shri Yogesh Sharad Naik (son), (2) Shri Yatin Sharad Naik (son), (3) Smt. Tanuja P. Purandare (married daughter), hereinafter referred to **"Yogesh & 2 Others"**, as his only legal heirs and representatives, entitled to his estates, including his undivided share and rights in the said Entire Land.
22. The said Kshitija & 3 Others, by and vide a duly registered Agreement For Sale dated 15<sup>th</sup> April 2017 [Regn. No. TNN-7/4921/2017], have agreed to sell, transfer, assign and further agree to convey their undivided 1/3<sup>rd</sup> share and right equivalent to 3,297 sq. mtrs., out of the said Entire Land, in favour of the abovesaid M/S. Maxus Prime Realty





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- LLP., at and on the terms and conditions and for considerations, which are more particularly described in the said Agreement For Sale dated 15<sup>th</sup> April 2017.
23. In pursuance to the execution of the said Agreement For Sale dated 15<sup>th</sup> April 2017, the said Kshitija & 3 Others have also made and executed a General Power of Attorney dated 15<sup>th</sup> April 2017, in favour of the partners of the abovesaid M/s. Maxus Prime Realty LLP., inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing.
24. On the basis of the said Deed of Conveyances dated 12<sup>th</sup> August 2014 & 22<sup>nd</sup> August 2014, the said M/s. Span Creators is absolutely entitled for land admeasuring 6,832.5 sq. mtrs., out of Old Survey No.560, New Survey No.165, Hissa No.1 totally admeasuring 9,110 sq. mtrs. and an area admeasuring 585 sq. mtrs, out of Old Survey No.559, New Survey No.207, Hissa No.2, totally admeasuring 780 sq. mtrs. i.e. 75% share in the said Entire Land. However the said Kshitija & 3 Others, along with the said Yogesh & 2 Others were not admitting the claims of the M/s. Span Creators, and on the contrary, they were claiming the said Entire Land, on the basis of diverse deeds and documents which has caused a vital and subsisting claims and counter claims between both the parties. Accordingly, dispute arose by and between themselves.
25. In view of the diverse sale deeds and agreements executed by and between the parties thereto as stated in the foregoing paragraphs, the said M/s. Span Creators and the said Kshitija & 3 Others and the said Yogesh & 2 Others, as regards their respective share in the said Entire Land, as a result, the said M/s. Span Creators and the said Kshitija & 3 Others and the said Yogesh & 2 Others along with Priyanka Suresh Naik & Shri. Tejas Suresh Naik, have mutually agreed to settle their dispute by crystallizing their respective shares in the said Entire Land.

26. In the premises as aforesaid, by and vide a duly registered Deed of Release dated 4<sup>th</sup> October 2017 [Regn. No. TNN12-2798-2017] made and executed by the said M/s. Span Creators, as the Releasor of the One Part and the said Kshitija & 3 Others and the said Yogesh & 2 Others along with Priyanka Suresh Naik & Shri. Tejas Suresh Naik, as the Releasees of the Other Part, the said M/s. Span Realtors have released, relinquished, renounced and assigned the below mentioned portions of the said Entire Land:-

<b>Sr. No.</b>	<b>Old</b>	<b>New</b>	<b>Hissa</b>	<b>Area [Sq. Mtrs.]</b>
1.	559	207	2	780
2	560	165	1	4,264
			<b>Total</b>	<b>5,044</b>

hereinafter referred to as **"The First Portion"**.

27. In the premises as aforesaid, the the said Kshitija & 3 Others and the said Yogesh & 2 Others along with Priyanka Suresh Naik & Shri. Tejas Suresh Naik, become entitled to the Said Portion.
28. By and vide a duly registered Deed of Conveyance dated 08<sup>th</sup> August 2018 [Regn. No. TNN1/11953/2018] the the said Kshitija & 3 Others and the said Yogesh & 2 Others along with Priyanka Suresh Naik & Shri. Tejas Suresh Naik, have sold, transferred, assigned and conveyed the Said Portion along with their original 25% share in the said Entire Land and bearing details as under:-

<b>Sr. No.</b>	<b>Old</b>	<b>New</b>	<b>Hissa</b>	<b>Area [Sq. Mtrs.]</b>
1.	559	207	2	780
2	560	165	1	4,264
			<b>Total</b>	<b>5,044</b>

and more particularly described in the Schedule written hereunder, hereinafter referred to as **"The Said Land"**, in favour of the said M/s. Maxus Prime Realty LLP, at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 08<sup>th</sup> August 2018.





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29. In the premises as aforesaid, the abovesaid M/s. Maxus Prime Realty LLP., become entitled to the Said Land.
30. On my queries from the abovesaid M/s. Maxus Prime Realty LLP, I am informed that there is no litigation pending in any court or courts, in respect of the Said Land and also that there is no prohibitory order or lis pendence pending in respect of the Said Land.
31. Upon perusal of the aforesaid writings and also the information given to me, as aforesaid, in my opinion the title of the said M/s. Maxus Prime Realty LLP in respect of the Said Land and more particularly described in the Schedule written hereunder, is clear and marketable and free from any encumbrances of whatsoever nature.

**THE SCHEDULE HEREINABOVE REFERRED TO**

Below mentioned portions of lands bearing details as under:-

Sr. No.	Old	New	Hissa	Area [Sq. Mtrs.]
1.	559	207	2	780
2	560	165	1	4,264
			<b>Total</b>	<b>5,044</b>

both of Revenue Village – Bhayandar, Taluka & District – Thane, now falling within the local limits of Mira Bhayandar Municipal Corporation.

*P. Hari*  
**P. Hari**

(Advocate, High Court, Bombay)

Bhayandar,

14<sup>th</sup> February 2019.