



P. Hari

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

"LEGAL POINT"
- Enduring Legal Expertise -

CERTIFICATE OF TITLE

I am instructed by one **M/s. Paridhi Developers**, a partnership firm, having its address at 1 & 2, Ground Floor, Kailash Mansarovar, Satyanandji Maharaj Marg, Bhayandar (West), District – Thane 401 101, has instructed me to give my report on title in respect of the property which is described hereunder:-

- 1) Originally, one Shri. Kamlakar Bhaskar Bhoir, was the sole owner of land bearing Old Survey No. 665, New Survey No. 235, Hissa No. 6/B, admeasuring 760 sq. mtrs., or thereabout, situate at, being and lying at Revenue Village – Bhayandar, Taluka & District – Thane, now falling within the local limits of Mira Bhayandar Municipal Corporation, which is more particularly described in the **Schedule** written hereunder, hereinafter referred to as **"The Said Land"**.
- 2) By and vide an Agreement For Sale dated 4th December 1979, the said Shri. Kamlakar Bhaskar Bhoir, had agreed to sell, transfer, assign and convey the Said Land, in favour of (1) Shri. Yogeshkumar Ratilal Shah, the proprietor of M/s. Shah Construction Co., (2) Shri. Ratilal Bhogilal Shah & (3) Shri. Promodkumar Khupchand Shah, hereinafter referred to as **"Yogesh & 2 Others"** at and on the terms and conditions and for considerations, which are more particularly described in the said Agreement For Sale dated 4th December 1979 and in pursuance thereto the abovesaid Shri. Kamlakar Bhaskar Bhoir had also made and executed a duly registered General Power of Attorney in favour of the said Yogesh & 2 Others, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said

writing including rights and powers to re-assign the Said Land in favour of any third party or parties and simultaneously on the execution thereof, the said Shri. Kamlakar Bhaskar Bhoir, have also handed over the quiet, vacant, actual and physical possession of the Said Land, in favour of the said Yogesh & 2 Others.

- 3) The said Yogesh & 2 Others had also obtained right of way to the Said Land, from the adjacent land bearing Old Survey No. 665, New Survey No. 235, Hissa No. 3 from one Shri. Gaurishankar Gowardhan Todi, by and vide an agreement dated 21st June 1980. Likewise, the said Yogesh & 2 Others had also acquired right of way from another adjacent land bearing Old Survey No. 665, New Survey No. 235, Hissa No. 6/A from one Smt. Chingubai Krishna Mhatre, by and vide an agreement dated 18th March 1982.
- 4) The erstwhile Grampanchayat Bhayandar had sanctioned the plan for construction of an Industrial Estate in respect of the Said Land.
- 5) The said Yogesh & 2 Others had constituted a partnership firm, in the name and style as M/s. Shah Construction Co. to carry out the development work of the Said Land, by erecting an Industrial Estate on the Said Land and accordingly the said M/s. Shah Construction Co., had constructed an Industrial Estate known as "**Shah Industrial Estate**", which consists of 16 nos. Industrial Galas, hereinafter referred to as "**The said Industrial Estate**".
- 6) By and vide separate Agreement For Sale, the said M/s. Shah Construction Co. had sold the galas of the said Industrial Estate, in favour of the prospective purchasers.





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- 7) The said firm of M/s. Shah Construction Co., came to be dissolved by and vide a Deed of Dissolution dated 30th March 1990 and as per the said Deed of Dissolution, all and entire benefits and interest in the said Industrial Estate came to be apportioned and assigned in favour of the said Shri. Yogeshkumar Ratilal Shah.
- 8) By and vide a duly registered Agreement dated 9th May 2008, the said Shri. Kamlakar Bhaskar Bhoir & Shri. Yogeshkumar Ratilal Shah, have agreed to sell, transfer, assign and convey the Said Land along with the said Industrial Estate, in favour of (1) Shri. Kimtilal K. Gupta & (2) Shri. Vishnu Madanlal Murarka, at and on the terms and conditions and for considerations, which are more particularly described in the said Agreement dated 9th May 2008 and in pursuance thereto, the said Shri. Kamlakar Bhaskar Bhoir and the said Shri. Yogeshkumar Ratilal Shah, had also made and executed a duly registered General Power of Attorney dated 9th May 2008, in favour of the said Shri. Kimtilal K. Gupta & Shri. Vishnu Madanlal Murarka, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing and simultaneously on the execution thereof had also handed over the quiet, vacant, peaceful and actual and physical possession of the Said Land along with the said Industrial Estate, in favour of Shri. Kimtilal K. Gupta & Shri. Vishnu Madanlal Murarka.
- 9) After acquiring the Said Land and the said Industrial Estate, the said Shri. Kimtilal K. Gupta & Shri. Vishnu Madanlal Murarka, have also

purchased the galas of the said Industrial Estate from the respective purchasers/owners.

- 10) One Shri. Arun Balchandra Bhoir and Shri. Sunil Krishna Bhoir claiming to be the legatees of a last Will and Testament dated 28th January 1994, purported to be have executed by Smt. Jamnabai Kamlakar Bhoir, being the widow of the said Shri. Kamlakar Bhaskar Bhoir and accordingly the said Shri. Arun Balkrishna Bhoir and Shri. Sunil Krishna Bhoir, have obtained Probate of the said Will dated 28th January 1994, from the Civil Court [S.D.] Thane, by and vide order dated 21st December 2012, in respect of the Said Land.
- 11) On the basis of the Probate dated 21st December 2012, granted by the Civil Judge, Thane [S.D.] in Misc. Application No. 366 of 2012, the said Shri. Arun Balkrishna Bhoir and Shri. Sunil Krishna Bhoir got their names duly entered in the 7/12 Extract of the Said Land, by and vide a Mutation Entry No. 6647 dated 27th July 2012.
- 12) Being aggrieved by the Mutation Entry bearing No. 6647 dated 27th July 2012, the said Shri. Ratilal Bhogilal Shah, Shri. Promodkumar Khubchand Shah & Shri. Yogeshkumar Ratilal Shah, along with the said Shri. Kimtilal K. Gupta & Shri. Vishnu Madanlal Murarka have filed a Civil Suit, being Regular Civil Suit No. 188 of 2013, before the Civil Judge [S.D.] Thane, against the said Shri. Arun Balkrishna Bhoir and Shri. Sunil Krishna Bhoir, seeking various reliefs including declaration for Specific Performance and Injunction in respect of the Said Land.





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- 13) During the pendency, hearing and final disposal of the abovesaid Regular Civil Suit No. 188 of 2013, the abovesaid Shri. Arun Balkrishna Bhoir and Shri. Sunil Krishna Bhoir, by and vide a duly registered Deed of Conveyance dated 25th February 2013, have sold the Said Land in favour of one Shri. Atul Manohar Sonawala and Shri. Madhusudan Manoharlal Purohit.
- 14) In view of the abovesaid facts and circumstances and also with a view to resolve the dispute by and between the abovesaid Shri. Atul Manoharlal Sonawala & Shri. Madhusudan Manoharlal Purohit and Shri. Kimtilal K. Gupta & Shri. Vishnu Madanlal Murarka, have mutually agreed to settle the pending issues between themselves, inter-alia, the abovesaid Shri. Atul Manoharlal Sonawala & Shri. Madhusudan Manoharlal Purohit, as the Vendors of the First Part and Shri. Kimtilal K. Gupta & Shri. Vishnu Madanlal Murarka, as the Confirming Party of the Second Part and the abovesaid M/s. Paridhi Developers as the Purchaser of the Third Part, the said Shri. Atul Manoharlal Sonawala & Shri. Madhusudan Manoharlal Purohit with the due consent and concurrence of the said Shri. Kimtilal K. Gupta & Shri. Vishnu Madanlal Murarka, have sold, transferred, assigned and conveyed the Said Land along with the Shah Industrial Estate, in favour of the abovesaid M/s. Paridhi Developers, at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 25th April 2016. Simultaneously on the execution of the said Deed of Conveyance dated 25th April 2016, the said Shri. Kimtilal K. Gupta & Shri. Vishnu Madanlal Murarka have also handed over the quiet, vacant, peaceful,

actual and physical possession of the Said Land along with the said Industrial Estate, in favour of the abovesaid M/s. Paridhi Developers.

- 15) In the premises as aforesaid the abovesaid M/s. Paridhi Developers become owner of the Said Land and the said Industrial Estate.
- 16) Due to passage of time, the said Industrial Estate collapsed and as of now, the Said Land is vacant.
- 16) Upon the perusal of the aforesaid writings, in my opinion, the title of the Said Land is clear and marketable and free from all encumbrances of whatsoever nature.

THE SCHEDULE HEREINABOVE REFERRED TO

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ALL THAT PIECES and parcels of land or ground Old Survey No. 665, New Survey No. 235, Hissa No. 6/B, admeasuring 760 sq. mtrs., or thereabout, situate at, being and lying at Revenue Village - Bhayandar, Taluka & District - Thane, now falling within the local limits of Mira Bhayandar Municipal Corporation.


P. Hari

(Advocate, High Court, Bombay)

Bhayandar,

19th February 2019.