

Mob.: 9029370600
9869047500

1 **PRASHANT SANE**

B.A., L.L.M., D.P.M., D.S.W., B.A.S.M.,
Dip. in Cyber Crime – Prosecution & Defence,
Dip. in Journ. & Mass Comm.

ADVOCATE – BOMBAY HIGH COURT

E-mail: prashantsane11@gmail.com

Plot No.37/2, Hari Om, Sindhi Society, Chembur, Mumbai – 400071.

TITLE CERTIFICATE

Reg: All that pieces and parcel of land (1)(a) admeasuring 1533.20 square metres bearing Plot survey No. 50, Hissa No. 2A and 2B, corresponding CTS Nos. 416 and 416/1 to 58, Village Borla, previously known as Ghatla Gaothan, Taluka Kurla, (PART A of Schedule hereunder written “**Pawanputra Land**”), (b) admeasuring 3451.80 square metres bearing Survey No. 90, Hissa No. 1A and 1D, corresponding CTS No. 453, 453/1 to 74, Village Borla (previously known as Ghatla Gaothan, Taluka Kurla, (Part B of the Schedule hereunder written “**Shivsai Land**”), (C) admeasuring 108.90 square metres bearing Survey No. 19, Hissa No. 1D (part), CTS No. 525, 525/1 to, 3, 526, 526/1 and 2 Village Borla, Taluka Kurla (Part C of the Schedule hereunder “**Mahadeo Patil Land**”)

1.1 Late Shri Maheshwar Jagannath Patil, during his life time and until his death was the sole owner and absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcels of land of the property an area admeasuring 1533.20 sq. mtrs., of plot bearing S. No. 50, H No. 2A and 2B, corresponding CTS No. 416 and 416/1 to 58 of Village Borla, (previously known as Ghatla Gaothan) Taluka Kurla, MSD more particularly described in PART A of Schedule hereunder written and all that piece and parcels of land of property an area admeasuring 3451.3 sq. mtrs. of Plot bearing S. No. 90, H. No. 1A and 1D corresponding to CTS No. 453 and 453/ 1 to 74 of Village Borla, (previously known

as Ghatla Gaothan) Taluka Kurla, MSD and part of property admeasuring 407.70 sq. mtrs. deducted for road set back and remaining admeasuring 3044.10 sq. mtrs. property more particularly described in the PART B of the Schedule hereunder written.

1.2 Maheshwar Jagannath Patil died intestate at Mumbai on 30.5.1992, leaving behind him his surviving and as his only legal heirs and successors the said (1) SMT. CHETNA ARVIND PATIL, (2) MR. NILESH ARVIND PATIL, (3) MR. RAKESH ARVIND PATIL, (4) MR. ALKESH ARVIND PATIL, (5) MR. RAMESH MAHESHWAR PATIL, (6) MR. ARVIND MAHESHWAR PATIL, (7) MR. SUSHIL MAHESHWAR PATIL, (8) SMT. LATIKA VASANT BHOIR, (9) SMT. SUNITA MAHADEV SHELKE, (10) SMT. SUNITA RAMESH GAWALI, are being the only heirs and next of kin according to the Hindu Succession Act, 1956, by which the said Shri Maheshwar Jagannath Patil was governed.

1.2.1 During the life time of late Mr. Maheshwar Patil, had allowed to construct structures to the present 191 tenants on his property more particularly described in the PART A and PART B of Schedule hereunder written and he was enjoying the use and profits from the said tenant's rooms, constructed thereon for last 65 years.

1.3 The present tenants admitted the rights, title, interest and shares of the owners and their own occupation in the rooms constructed thereon, in the properties which are more particularly described in the PART A and PART B of Schedules.

- 1.4 By virtue of Deed of conveyance dated 5.6.2007 duly registered with the Sub Registrar of Assurances at Kurla, under Serial No. BDR/3/4237 of 2007, executed by and between said (1) SMT. CHETNA ARVIND PATIL, (2) MR. NILESH ARVIND PATIL, (3) MR. RAKESH ARVIND PATIL, (4) MR. ALKESH ARVIND PATIL, (5) MR. RAMESH MAHESHWAR PATIL, (6) MR. ARVIND MAHESHWAR PATIL, (7) MR. SUSHIL MAHESHWAR PATIL, (8) SMT. LATIKA VASANT BHOIR, (9) SMT. SUNITA MAHADEV SHELKE, (10) SMT. SUNITA RAMESH GAWALI, (therein referred to as Vendors) and one M/s. ZALAK PROPERTIES, through its proprietor Mr. Dinesh J. Jain (therein referred to as the Purchasers), the said Chetna A. Patil and others have sold, assigned, transferred and conveyed the properties described in the PART A and PART B of Schedule hereunder written unto M/s. ZALAK PROPERTIES.
- 1.5 By virtue of **Deed of Rectification dated 18.12.2007**, executed between the parties thereto, rectified the apparent mistake in respect of the name of the Power of Attorney holder and rectified the correct name of MR. DINESH J. JAIN, instead of the incorrect name of MR. GANESH J. JAIN, was mentioned in the Deed of Conveyance dated 05.06.2007.
- 1.6 By virtue of Deed of Conveyance dated 14.6.2011, executed between ZALAK PROPERTIES, through its proprietor Mr. Dinesh J. Jain (therein referred to as the Vendor) and M/s. MANGALNATH DEVELOPERS (therein referred to as the Purchasers) M/s. ZALAK PROPERTIES have sold, assigned,

transferred, conveyed the property described in PART A and PART B of the Schedule hereunder written unto M/s. Mangalnath Developers as per the terms and conditions mentioned therein and the said Deed of conveyance which is duly registered with the office of Sub-registrar of Assurances, under Serial No. BDR/3/6518 of 2011.

- 1.7 By virtue of **Deed of Confirmation and Rectification dated 21st February 2012** executed between thereto, Mrs. Chetana Arvind Patil and 9 others of the one Part and said M/s. Zalak Properties of the other Part, interalia confirm and rectify the Deed of Conveyance dated 05/06/2007 and Deed of Rectification dated 18/12/2007 as per terms and conditions mentioned therein and duly registered under Sr. No. KRL-1/1595/2012 dated 21/02/2012 .
- 1.8 By virtue of Deed of Rectification cum Modification dated 21/02/2012 executed between said M/s. Zalak Properties of the One Part and said Developers M/s. Mangalnath Developers of the other Part, rectified the Deed of Conveyance dated 14/06/2011 as per Terms and conditions mentioned therein and said Deed of Rectification cum modification dated 21/02/2012 duly registered under Serial No. KRL-1/1596/2012 dated 21/02/2012.
- 1.9 By virtue of **Deed of Confirmation and Rectification dated 28-06-2016** executed between Mrs. Chetna Arvind Patil & 9 others and M/s. Zalak Properties have rectified the Deed of Rectification dated 18.12.2007 and Deed of Confirmation and Rectification dated 21.02.2012 by incorporating the area as per 7/12 extract bearing Survey No. 50 Hissa No. 2A area

admeasuring 1087.59 sq. mtrs. and Hissa No. 2B area admeasuring 227.64 sq. mtrs. aggregating to admeasuring to 1315.23 sq. mtrs. with corresponding to CTS No. 416, 416/1 to 58 as per PR Card, total area admeasuring as 1533.20 Sq Meters and by incorporating the Survey No. 1-A(Part) extract bearing area as per 7/12. Survey No. 90, Hissa No. 1B, area admeasuring to 885.10 sq. mtrs. and Hissa No. 1D area admeasuring to 1821.00 sq. mtrs., Hissa No. 1-A(Part) area admeasuring to 338.00 sq. mtrs. aggregating to admeasuring to 3044.10 sq. mtrs. with corresponding to CTS No. 453, 453/1 to 74 as per PR Cards area admeasuring as 3044.10 sq. mtrs. is duly registered with the office of Sub-registrar of Assurances, under Serial No. KRL/1/6706 of 2016 dated 28.06.2016

- 1.10 By virtue of **Deed of Confirmation and Rectification dated 28-06-2016** executed between said M/s. Zalak properties and M/s. Mangalnath Developers rectified the Conveyance dated 14.06.2011 and Deed of Rectification Cum Confirmation dated 21.02.2012 by incorporating the area as per 7/12 extract bearing Survey No. 50 Hissa No. 2A area admeasuring 1087.59 sq. mtrs. and Hissa No. 2B area admeasuring 227.64 sq. mtrs. aggregating to admeasuring to 1315.23 sq. mtrs. with corresponding to CTS No. 416, 416/ 1 to 58 as per PR Card total area admeasuring as 1533.20 sq. mtrs. and by incorporating the Survey No. 1-A(Part) extract bearing area as per 7/12. Survey No. 90, Hissa No. 1B, area admeasuring to 885.10 sq. mtrs. and Hissa No. 1D area admeasuring to 1821.00 sq. mtrs., Hissa No. 1-A(Part) area admeasuring to 338.00 sq. mtrs. aggregating to admeasuring to 3044.10 sq. mtrs. with corresponding to CTS No. 453, 453/ 1 to 74 as per PR Cards

area admeasuring 3044.10 sq. mtrs. is duly registered with the office of Sub-registrar of Assurances, under Serial No. KRL/1/ 6707 of 2016.

- 2.1. By virtue of Deed of conveyance dated 2.7.2015, executed between Mahadev Jagannath Patil (HUF), Prafulchandra M. Patil and others (therein referred to as the Vendors), and M/s. MANGALNATH DEVELOPERS (therein referred to as the Purchasers), the Developers M/s. Mangalnath Developers have purchased and acquired all that pieces and parcel of land admeasuring 108.90 sq. mtrs., in the Registration District and Sub-district of Mumbai bearing Survey No. 10, Hissa No. 1 A (part) bearing CTS No. 525, 525/1, 2, 3, and 526, 526/1 and 2 duly registered with the office of Sub-registrar of Assurances at Kurla under Serial No. KRL/1/7320 of 2015 dated 02.07.2015 and more particularly described in PARA C of the schedule of the property hereunder written.
- 2.2 By virtue of Deed of Rectification dated 28.6.2016, executed between the parties to the said Deed of conveyance, duly rectified the said Deed of conveyance, by incorporating the corresponding area of CTS Number, are not incorporated with corresponding 7-12 extract, and which is incorporated in the said Deed of Rectification and the said Deed of Rectification is duly registered with the office of Sub-registrar of Assurances at Kurla, under Serial No. KRL/1/6718 of 2016.

FIRST SCHEDULE ABOVE REFERRED TO

Part A

(Description of the Pawanputra Land)

ALL THAT pieces and parcel of land admeasuring 1,533.20 sq. mtrs. as per 7/12 extract and bearing Survey No. 50, Hissa No. 2A area admeasuring 1087.59 sq. mtrs. and Hissa No. 2B, area admeasuring 227.64 sq. mtrs aggregating to 1315.23 sq. mtrs and bearing corresponding CTS No. 416, 416/1 to 58 as per PR Card total area admeasuring 1,533.20 sq. mtrs. of Village Borla, Taluka Kurla, and bounded as follows:

- On or towards the East : CTS NO.417 & CTS No.416
 On or towards the West : CTS No.415 & CTS No.415/1 to 87
 On or towards the North : CTS No.415 (part)
 On or towards the South : CTS No.415 (Part), CTS No. 417(Part)

Part B

(Description of the Shivsai Land)

ALL THAT pieces and parcel of land together with various structures standing thereon, bearing as per 7/12, Survey No. 90, Hissa No. 1B, area admeasuring 885.10 sq. mtrs. and Hissa No. 1D area admeasuring 1821.00 sq. mtrs., Hissa No. 1A (Part) area admeasuring 338.00 sq. mtrs. aggregating to 3044.10 sq. mtrs. and bearing to CTS No. 453, 453/1 to 74 as per PR Cards area admeasuring as 3044.10 sq. mtrs. of village Borla, Taluka Kurla, and bounded as follows:

- On or towards the East : Municipal School, Plot (Part) &
 CTS No. 45
 On or towards the West : MAP 606 and CTS No.452 (Part)
 On or towards the North : 18.30 sq. mtrs. D. P. Road,
 On or towards the South : CTS No. 449 and CTS No. 450

PART C**[Description of the Mahadeo Patil Land]**

ALL THAT pieces and parcel of free hold land bearing CTS Numbers and having area as mentioned in the 7/12 extract as mentioned below of Village Borla, situate, lying and being at Ghatla, Chembur in Greater Mumbai, in the Registration and Sub-Registration District of Mumbai Suburban:

As per Property Card		As per 7/12 Extract		
CTS No.	Area	Survey No.	Hissa No.	Area
525, 525/1 to 3, 526, 526/1 to 2	108.90	90	1-A-Part	108.90
Total	108.90			108.90

The Developers have provided me the following documents:

- (a) Property Card,
- (b) Deed of Conveyance
- (c) SRA Notification,
- (d) Development Agreement,

In the above premises, in my opinion title to the above property belong to Developer M/s. Mangalnath Developers, as mentioned hereinabove, in respect of property described in PART A Pawanputra Land, and PART B (Shivsai Land), and PART C (Mahadeo Patil Land) Schedule hereinabove written belongs to M/s. Mangalnath Developers, is clear marketable and free from all encumbrances.

Mumbai, dated 10th day of July 2017


(PRASHANT SANE)
Advocate