



KIRAN BADGUJAR

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Advocate High Court

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Ref. No.: Shil-MTC/01

Date : 13 MAR 2019

TITLE CERTIFICATE

Re: Property at Village Shil, Taluka-Thane, District – Thane ("Scheduled Property")

This is to certify that, I have investigated the title of the property at Village Shil, Taluka and District Thane, more particularly described in the Schedule hereunder written, (hereinafter referred to as "**Scheduled Property**"), and on perusal of documents submitted, I have observed as under :

1. By diverse Sale Deeds, duly registered at the office of concerned Sub-Registrar of Assurances one Sakharam Shripad Nakhye acquired the lands more particularly described in **Part A** of the Schedule hereunder written (hereinafter referred to as "**said Part A lands**") from various previous owners for consideration and as per the terms and conditions as contained therein.
2. Said Sakharam Shripad Nakhye expired on or about 01.08.2001 intestate leaving behind his wife Smt. Smita Sakharam Nakhye as his only legal heir and accordingly her name was duly recorded in records of rights of said **Part A Lands** as Owner (hereinafter referred to as "**said Smita Nakhye**").
3. By and under Development Agreement dated 29th March, 2008, registered at Sr. No. TNN-1-1877-2008 on 29th March, 2008, said Smita Nakhye granted development rights in respect of said **Part A Lands** for consideration and on terms and conditions as more particularly set out therein to and in favour of M/s. Nakhye's Everest Estate Private Limited, the Developer (hereinafter referred to as "**said Developer**").



4. By and under Development Agreement dated 11th April, 2008, registered at Serial No. TNN-5 02804-2008 on 09.05.2008 read with Irrevocable General Power of Attorney dated 11th April, 2008, registered at Serial No. 294-2008 on 09.05.2008 and Supplemental Development Agreement dated 26th March, 2009, registered at Serial No. TNN-5-05082-2009 on 12th June, 2009 read with Irrevocable Additional Power of Attorney dated 12th June, 2009, registered at Serial No. 192-2009 on 12.06.2009 and Supplemental Agreement for Development dated 22nd December, 2011, registered at Serial No. TNN-5-11482-2011 on 22.12.2011 read with Irrevocable Power of Attorney dated 22th December, 2011, registered at Serial No. 1064-2011 on 22.12.2011 and Agreement for Sale dated 22nd January 2019, registered at Sr. No. TNN-5-1080-2019 on 22.01.2019 read with Irrevocable General Power of Attorney, registered at Sr. No. TNN-5-1081-2019 on 22.01.2019, said Smita Nakhye and said Developer assigned and granted development rights in respect of said **Part A Lands** for consideration and on terms and conditions as more particularly set out therein to and in favour of Chalama Infraproperties Pvt. Ltd. Accordingly the charge of said Chalama Infraproperties Pvt. Ltd. has been recorded in record of rights of said **Part A Lands** and they became entitled to and have all rights to construct building/s on said **Part A Lands** as per the sanctioned plans and sell the premises thereon on Ownership basis or otherwise and receive and appropriate the consideration received for the same, (hereinafter said Chalama Infraproperties Pvt. Ltd. referred to as "**said Chalama**").
5. By and under Sale Deed dated 27th May, 2008, registered at Sr. No. TNN-5-04436-2008, on 28th May, 2008, one Mohammad Islam Nizamuddin Khan & Mohammad Arshad Abdul Kalam Khan jointly acquired the land more particularly described in **Part B** of the Schedule hereunder written (hereinafter referred to as "**said Part B Land**") in the ratio of 1500 Sq. Mtrs., & 620 Sq. Mtrs., respectively from previous owners i.e., Shri Anant Mahadu Thakur & Others (hereinafter said Mohammad Islam Nizamuddin Khan & Mohammad Arshad Abdul Kalam Khan referred to as "**said Mohammad Islam Nizamuddin Khand and other**").



6. By and under Development Agreement dated 26th April, 2010, registered at Serial No. TNN-5-04486-2010 on 26.04.2010 read with Irrevocable Power of Attorney dated 26th April, 2010, registered at Serial No. 386-2010 on 26.04.2010, said Mohammad Islam Nizamuddin Khand and other granted for consideration the Development rights in respect of said **Part B Land** to and in favour of said Chalama.
7. By and under Deed of Conveyance dated 22nd December, 2014, registered at Sr. No. TNN5/155 of 2014 on 22nd December, 2014, said **Part B Land** is duly sold, conveyed and transferred to and in favour of said Chalama. By virtue of said Deed of Conveyance the name of said Chalama has been duly recorded on 7/12 extract of said **Part B Land** and said Chalama became the absolute owners of said **Part B Land**.
8. By and under Sale Deed dated 27th May, 2008, registered at Sr. No. TNN-5-04437-2008, on 28th May, 2008, 1) Yaar Mohammed Tahsildar Nadvi, 2) Abdul Wahid Abdul Quddus Kureshi, 3) Sallimmudin Mohammed Saifuddin, 4) Abdu Khalik Junail Aabedin, 5) Nissar Ahmed Abdul Hakim Khan, 6) Mohammed Aslam Nizamuddin Khan, 7) Abdul Hak Abdul Sattar Siddiqui (hereinafter referred to as "**said Yaar Mohammad Tahasildar Nadvi & six others**") jointly acquired the land more particularly described in **Part C** of the Schedule hereunder written (hereinafter referred to as "**said Part C Land**") in different ratios from previous owners 1) Shri Anant Mahadu Thakur & Others.
9. By and under a Development Agreement dated 26th April, 2010, registered at Sr. No. TNN-5-04485-2010 on 26.04.2010 read with Irrevocable Power of Attorney dated 26.04.2010, registered at Serial No. 385-2010 on 26.04.2010, said Yaar Mohammad Tahasildar Nadvi & six others granted for consideration the Development rights in respect of **said Part C Land** to and in favour of said Chalama.



10. By and under Deed of Conveyance dated 21st December, 2016, registered at Sr. No. TNN5/11-12047-2016 on 21.012.2016, said **Part C Land** is duly sold, conveyed and transferred to and in favour of said Chalama. By virtue of said Deed of Conveyance the name of said Chalama has been duly recorded on 7/12 extract of said **Part C Land** and said Chalama became the absolute owners of said **Part C Land**.
11. By and under Deed of Conveyance dated 31st December, 1996, registered at Sr. No. TNN-2-394-1998, on 15th May, 1998, one Al Ameen Charitable Fund Trust, Bangalore (hereinafter referred to as "**said Al Ameen Charitable Fund Trust**") acquired the lands more particularly described in **Part D** of the Schedule hereunder written (hereinafter referred to as "**said Part D Lands**") from previous owners Shri Ali M. Shamshi & others.
12. By and under Agreement for Sale dated 3rd November, 2010, registered at Sr. No. TNN-5-11452-2010 on 03.11.2010 read with Irrevocable Power of Attorney dated 03.11.2010, registered at Serial No. 984-2010 on 03.11.2010, said Al Amen Charitable Fund Trust granted the Development rights and agreed to sell for consideration all those pieces or parcels of said **Part D Lands** to and in favour of said Chalama.
13. By and under Deed of Conveyance dated 16th March, 2013, registered at Sr. No. TNN5/7357 of 2013 on 15th July, 2013, said **Part D Lands** is duly sold, conveyed and transferred for consideration to and in favour of said Chalama. By virtue of said Deed of Conveyance the name of said Chalama has been duly recorded on 7/12 extract of said **Part D Land** and said Chalama became the absolute owners of said **Part D Land**.
14. On perusal of revenue record, the land more particularly described in **Part E** of the Schedule hereunder written (hereinafter referred to as "**said Part E Land**") was standing in the names of Gavkari Panchlok Namdhari Vahivatdar through the villagers (1) Sakharam Rama Patil, (2) Ganu Bhiva Alimkar, (3) Namdev Dharma Bhoir and (4) Gauru Mahadu Kathe, whose names were



recorded as per the Vardi application dated 24/11/1972 given by the original owners namely (1) Ganapat Mahadu Patil, (2) Krushna Mahadu Patil, (3) Narayan Mahadu Patil and (4) Bandu Jagu Patil in view of the Taluka Order dated 27/12/1972 in RTS NO. 2544 recorded in Mutation No. 760 dated 08/03/1973. Thereafter, vide Mutation No. 1453 dated 03/08/2008, said **Part E Land** was recorded on 7/12 extract in the name of one Public Trust namely "Shri Gramdevata Mandir Trust", which was formed by said (1) Sakharam Rama Patil, (2) Ganu Bhiva Alimkar, (3) Namdev Dharma Bhoir and (4) Gauru Mahadu Kathe and duly registered vide P.T.R. NO. A-1186/Thane on 18/03/2004 at the Office of Assistant Charity Commissioner, Thane Division, Thane under the Maharashtra Public Trust Act, 1950. Hence, said "Shri Gramdevata Mandir Trust" became the absolute owner of said **Part E Land**, (hereinafter said "Shri Gramdevata Mandir Trust" is referred to as "**said Trust**").

15. The Charity Commissioner, Mumbai being the competent authority under Maharashtra Public Trust Act, 1950, vide Order dated 16/02/2016 granted sale permission in respect of said **Part E Land** in favour of said Chalama in a proceeding bearing No. 553/2015 u/s 36 (1) (a) (c) of said Act filed by the said Trust.
16. By and under Deed of Conveyance dated 17th March, 2016, registered at Sr. No. TNN-9/3301/2016 on 17th March, 2016 read with Power of Attorney dated 17th March, 2016, registered at Sr. No. TNN-9/3302/2016 on 17th March, 2016, said Trust have sold, conveyed and transferred the said **Part E Land** for consideration to and in favour of said Chalama and delivered the legal and physical possession of said property to said Chalama. By virtue of said Deed of Conveyance the name of said Chalama has been duly recorded on 7/12 extract of said **Pare E Land**.



17. On the perusal of the 7/12 extracts of the Scheduled property prima-facie it appears that the Scheduled property has not been declared as "Forest" Land, under the provisions of Indian Forest Act, 1927 and/or Maharashtra Private Forest Act, 1975.
18. Further on the perusal of the 7/12 extracts of the Scheduled property prima-facie it appears that the Scheduled property is not "Adivasi" Land.
19. By and under Agreement for Lease dated 29th August, 2014, registered at Sr. No. TNN5-9207-2014 on 25th September, 2014, read with Rectification Deed dated 31st March, 2017, registered at Sr. No. TNN5-4309/2017 on 17.04.2017 and Lease Deed dated 20th October, 2018, registered at Sr. No. TNN-11-11223-2018 on 20.10.2018, said Chalama with the confirmation of said Smita Nakhye and said Developer has granted the lease in respect of the portion of land i.e. area admeasuring 4098.91 Sq. Mtrs. out of the total area of Survey No 159 & 160/5 forming part of said **Part A Lands** for 30 years to and in favour of 1) Mr. Deepak Kishan Goradia, 2) Mrs. Sejal Deepak Goradia, 3) Mr. Rajesh Premji Shah and 4) Mr. Rajul Vrajlal Vora, being the Trustees of a Registered Public Charitable Trust called "Dosti Foundation" on the terms and conditions as more particularly set out in the said documents.
20. By and under Declaration Cum Indemnity Bond dated 9th January, 2013, registered at Sr. No. Sr. No TNN-5-310/2013, the portion of the Land bearing S. No. 148/1 & 155 total area admeasuring 1313.46 Sq. Mtrs. forming part of said **Part A Lands** in respect of hand over to the Thane Municipal Corporation (T.M.C.) as the same was reserved for 9.00 Mtr. Road as per Sanctioned Development Plan. However, said area admeasuring 1313.46 Sq. Mtrs has not been handed over to the T.M.C. as the Development Plan has been revised and said 9.00 Mtr. Road has been cancelled.



21. By and under Declaration Cum Indemnity Bond dated 9th January, 2013, registered at Sr. No. Sr. No TNN-5-309/2013, the portion of the Land bearing S. No. 181/2 area admeasuring 798.52.Sq. Mtrs. forming part of said **Part A Lands** has been handed over to the Thane Municipal Corporation (T.M.C.) as the same was reserved for Amenity Open Space-2 as per Sanctioned Development Plan. By and under Declaration Cum Indemnity Bond dated 9th January, 2013, registered at Sr. No. Sr. No TNN-5-311/2013, the portion of the Land bearing S. No. 148/1 area admeasuring 2763.04 Sq. Mtrs. forming part of said **Part A Lands** has been handed over to the Thane Municipal Corporation (T.M.C.) as the same was reserved for Amenity Open Space-1 as per Sanctioned Development Plan. However, due to change in D. P. Reservation the above Declaration cum Indemnity Bond dated 9th January, 2013, registered at Sr. No. Sr. No TNN-5-309/2013 and Declaration Cum Indemnity Bond dated 9th January, 2013, registered at Sr. No. Sr. No TNN-5-311/2013 has been cancelled by and under Deed of Transfer dated 11th September, 2018, registered at Sr. No. TNN-5-12810-2018, and only portion of the Land bearing S. No. 148/1 area admeasuring 3630 Sq. Mtrs. forming part of said **Part A Lands** has been handed over to the Thane Municipal Corporation (T.M.C.) as the same is reserved for Amenity Open Space as per Sanctioned Development Plan as revised.
22. By and under Declaration Cum Indemnity Bond dated 9th January, 2013, registered at Sr. No. Sr. No TNN-5-312/2013, read with Transfer Deed , registered at Sr. No. TNN-5-12811-2018 on 11.09.2018, the portion of the Lands bearing S. No. 156, 159, 160/5, 181/2 and 182 comprised in **Part A Lands**, S. No. 160/4 forming part of said **Part B Land** & S. No. 161/2 forming part of said **Part C Land** (total area admeasuring 10,250 Sq. Mtrs) has been handed over to the Thane Municipal Corporation (T.M.C.) as the same is reserved for 25 Mtr Road as per Sanctioned Development Plan.
23. By and under Declaration Cum Indemnity Bond dated 9th January, 2013, registered at Sr. No. Sr. No TNN-5-313/2013, the portion of the Land bearing S. No. 160/5 area admeasuring 595.85 Sq. Mtrs. forming part of



said **Part A Lands** has been handed over to the Thane Municipal Corporation (T.M.C.) as the same is reserved for Municipal School as per Sanctioned Development Plan.

24. By a registered Mortgage Deed dated 28.03.2016 read with Mortgage Deed dated 28.03.2016 read with Mortgage Deed dated 17.04.2017 and Supplementary Agreement dated 29.01.2019, said Chalama have mortgaged the Scheduled Property or portion thereof (except S. No. 158/2) with Kotak Mahindra Bank Ltd. on the terms and conditions more particularly contained therein.
25. In respect of S. No. 156 forming part of said **Part A Lands**, one RTS Revision bearing NO. 210/2017 is pending before Addl. Divisional Commissioner, Konkan Division, Mumbai, filed by Balaram Ambo Mhatre and others against Shankar Ambo Bhoir and others including said Chalama challenging the order dated 14.03.2016 passed by Addl. Collector, Thane in RTS Appeal No. 12/2016. In said proceeding no adverse order is passed so as to affect the title of said land bearing S. No. 156. In respect of S. No. 156 forming part of said **Part A Lands**, one Civil Writ Petition bearing No. 10458/2018, is pending before Hon'ble High Court, Mumbai, filed by Balaram Ambo Mhatre and others against Shankar Ambo Bhoir and others including said Chalama challenging the order 17.03.2017 passed by the Ld. Addl. Divisional Commissioner, Konkan Division, Mumbai. In said proceeding no adverse order is passed so as to affect the title of said land bearing S. No. 156. Both the above matters pertains to the RTS Appeal bearing No. 233/2013 before Sub-Divisional Officer, Thane, which was filed after a delay of 28 years and said RTS Appeal has been dismissed vide the Order dated 17.03.2017 passed by the Ld. Addl. Divisional Commissioner, Konkan Division, Mumbai in RTS Revision bearing No. 274/2015.
26. In view of above, the title of said Smita Nakhye in respect of **Part A Lands** and the title of said Chalama in respect of **Part B Land, Part C Land, Part D Lands and Part E Land** is clear, marketable and free from all encumbrances and reasonable doubts and by and under the aforesaid



documents, said Chalama are the lawful Developers in respect of the said **Part A Lands** and have got subsisting rights and are entitled, empowered and authorized to develop the same fully and completely as per the sanctioned plans or its further amendments or modifications as may be approved and to sell and/or to deal with the said property and/or to sale the Flats and Premises therein on what is commonly known as "Ownership basis" or otherwise as detailed there under.

Schedule of the Property above referred to

Part A

All those Several pieces or parcels of Non-Agricultural land situated in the revenue village of Shil Thane, District Thane in the Registration District and Sub-District of Thane 400 606 within the limits of Thane Municipal Corporation admeasuring in the aggregate 75110 square meters (Seventy Eight Thousand Two Hundred Forty) approximately, the particulars by relating to survey numbers are as follows:

Sr. No.	Survey Nos.	Division	Collectors Old Survey Nos.	Collectors New Survey Nos.	Area (sq. Mtrs.)
1.	148		148/1	148/1	4980
2.	150		150/1	150/1	650
3.	155	1 & 2	155 (p)	155/1,2	9910
4.	156		156 (p)	156	10720
5.	159		159	159	10650
6.	160	5	160 (p)	160/5	5640
7.	181	2A	181/2	181/2A	30330
8.	182		182	182	5360

Total Area: 78240



Part B

All those Several pieces or parcels of Non-Agricultural land situated in the revenue village of Shil Thane, District Thane in the Registration District and Sub-District of Thane 400 606 within the limits of Thane Municipal Corporation admeasuring 2120 square meters (Two Thousand One Hundred Twenty) approximately, the particulars by relating to survey numbers are as follows:

Serial No.	Survey No.	H. No.	Area (Sq. Mts.)
1.	160	4	2120

Part C

All those Several pieces or parcels of Non-Agricultural land situated in the revenue village of Shil Thane, District Thane in the Registration District and Sub-District of Thane 400 606 within the limits of Thane Municipal Corporation admeasuring 5620 square meters (Five Thousand Six Hundred Twenty) approximately, the particulars by relating to survey numbers are as follows:

Serial No.	Survey No.	H. No.	Area (Sq. Mts.)
1.	161	2	5620

Part D

All those Several pieces or parcels of Non-Agricultural land situated in the revenue village of Shil Thane, District Thane in the Registration District and Sub-District of Thane 400 606 within the limits of Thane Municipal Corporation admeasuring in the aggregate 3260 square meters (Three Thousand Two Hundred Sixty) approximately, the particulars by relating to survey numbers are as follows:

Serial No.	Survey No.	H. No.	Area (Sq. Mts.)
1.	157		600
2.	158	1	2660

Total Area: 3260



Part E

All those Several pieces or parcels of Non-Agricultural land situated in the revenue village of Shil Thane, District Thane in the Registration District and Sub-District of Thane 400 606 within the limits of Thane Municipal Corporation admeasuring 5620 square meters (Five Thousand Six Hundred Twenty) approximately, the particulars by relating to survey numbers are as follows:

Serial No.	Survey No.	H. No.	Area (Sq. Mts.)
1.	158	2	150

Date : 13 MAR 2019

KB
(KIRAN BADGUJAR)
Advocate



