



S. Hanu

CERTIFICATE OF TITLE

I am instructed by one **M/s. Adeshwar Developers**, a partnership firm, having its address at 1 & 2, Janki Heritage, 90 Feet Road, Bhayandar (West), District - Thane 401 101, to give my report in respect of the property which is described hereunder:-

1) Originally, by diverse deeds, factors and circumstances, including survivorship and intestate succession, one late Mr. Manvel Anthon Rodrigues was absolutely seized and possessed of and/or well and sufficiently entitled to all that pieces and parcels of land or ground amongst other lands, a piece of land bearing **Old Survey No. 252, New Survey No. 43, Hissa No. 10**, admeasuring 1,470 sq. mtrs. or thereabout, situate at, lying and being at Revenue Village - Navghar, Bhayandar, Taluka and District - Thane and now falling within the local limits of Mira Bhayandar Municipal Corporation and which are more particularly described in the First Schedule hereunder written, hereinafter referred to as "**The said Entire Land**".

2) The said Mr. Manvel Anthon Rodrigues died intestate in or about the year 1976 leaving behind him, his 2 nos. married daughters viz:- (11) Mrs. Rita Edward Rodrigues & (2) Mrs. Lucybai Joseph D'mello, as his only legal heirs and representatives, entitled to his estates, including the said Entire Land.

3) The said Mrs. Rita Edward Rodrigues also died intestate on 21<sup>st</sup> July 1994, leaving behind her, 2 nos. sons viz:- (1) Mr. Melville Anthon Rodrigues, (2) Mr. Nester Jerome Anthon Alias Rodrigues and a married

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7) The abovesaid surviving legal heirs of late Mr. Manvel Anthon Rodericks

6) Accordingly, by and vide a Mutation Entry bearing No. 516 dated 2<sup>nd</sup> June 2003, the names of the abovesaid :- (1) Mr. George Joseph D'mello, (2) Mr. Frank Joseph D'mello, (3) Mrs. Michille Joseph D'mello, (4) Mr. Bezel Joseph D'mello, (5) Mrs. Siline Jimmy Correa, (6) Mrs. Elisabeth Baptista & (7) Mrs. Irene Henriques, came to be entered in the 7/12 Extract of the said Entire Land.

5) The said Mrs. Lucybai Joseph D'mello, also died intestate, on 26<sup>th</sup> March 1997, leaving behind her 4 nos. sons viz:- (1) Mr. George Joseph D'mello, (2) Mr. Frank Joseph D'mello, (3) Mrs. Michille Joseph D'mello, (4) Mr. Bezel Joseph D'mello and 3 nos. married daughters viz:- (1) Mrs. Siline Jimmy Correa, (2) Mrs. Elisabeth Baptista & (3) Mrs. Irene Henriques, as her only legal heirs and representatives, entitled to her estates, including her undivided share and rights in the said Entire Land.

4) Accordingly, by and vide a Mutation Entry bearing No. 378 dated 12<sup>th</sup> July 1995, the names of the abovesaid (1) Mr. Melville Anthon Rodericks, (2) Mr. Nester Jerome Anthon Alias Rodericks & (3) Mrs. Cynthia Alias Sushila Shah, came to be recorded in the 7/12 Extract of the said Entire Land, as the legal heirs of late Mrs. Rita Edward Rodericks.

daughter by name Mrs. Cynthia Alias Sushila Shah, as her only legal heirs and representatives, entitled to her estates, including her undivided share and rights in the said Entire Land.

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10) Subsequently, by and vide a duly registered Deed of Conveyance dated 6<sup>th</sup> April 2013 [Regn. No. TNNT-2726-2013 dated 9<sup>th</sup> April 2013], the

may in its sole discretion deem fit and proper.  
third party or parties, as the said Shri. Nandkumar Manilal Papaiya rights of the said Entire Land along with other lands, in favour of any including rights and powers, in turn to re-assign the development privileges, which are more particularly described in the said writing, Manilal Papaiya, inter-alia, conferring upon various rights, powers and a writing dated 21<sup>st</sup> March 2005, in favour of the said Shri. Nandkumar Others have also made and executed a General Power of Attorney, vide dated 21<sup>st</sup> March 2005, the said Melville Manvel Anthon Rodricks & In pursuance to the execution of the said Agreement For Development

8) By and vide a duly registered Agreement For Development dated 21<sup>st</sup> March 2005, the said Melville Manvel Anthon Rodricks & others have assigned the development rights of the said Entire Land along with other lands, in favour of one Shri. Nandkumar Manilal Papaiya, (the sole proprietor M/s. Shiv Shakti Developers), at and on the terms and conditions and for considerations, which are more particularly described in the said Agreement For Development dated 21<sup>st</sup> March 2005.

are hereinafter collectively referred to as "The Melville Manvel Anthon Rodricks & Others".



- said Entire Land came to the conveyed in favour of Shri. Nandkumar Manilal Papaiya [the sole proprietor of M/s. Shiv Shakti Developers].
- 11) The estate holders of the said Entire Land, by and vide a No Objection Certificate No. RE/889 dated 9<sup>th</sup> April 2007, has granted permission to the said M/s. Shiv Shakti Developers, to carry out the development work of the said Entire Land.
- 12) In the premises, as aforesaid, the said Shri. Nandkumar Manilal Papaiya (the sole proprietor M/s. Shiv Shakti Developers), become entitled to the said Entire Land which are more particularly described Thirdly in the First Schedule written hereunder along with other lands.
- 13) By and vide a Deed of Partnership dated 14<sup>th</sup> December 2012, the said Shri. Nandkumar Manilal Papaiya, brought the benefits of portion admeasuring 863.09 sq. mtrs., and more particularly described in the Second Schedule written hereunder out of the said Entire Land, hereinafter referred to as "**The Said Land**", by way of his capital contribution in the firm of the Promoters herein.
- 14) In the premises as aforesaid, M/s. Adeshwar Developers become entitled to the Said Land.
- 15) Upon the perusal of the aforesaid writings, the title of the abovesaid M/s. Adeshwar Developers, in respect of the Said Land is clear and marketable and free from encumbrances.

Bhayandar,  
15<sup>th</sup> September 2018.

(Advocate, High Court, Bombay)

P. Hari



A portion of land admeasuring 863.09 sq. mtrs., or thereabout out of and from the larger property which is more particularly described in the First Schedule written hereinabove.

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO**

ALL THAT PIECES and parcels of land or ground bearing Old Survey No. 252, New Survey No. 43, Hissa No. 10, admeasuring 1,470 sq. mtrs. or thereabout, situate at, lying and being at Revenue Village - Navghar, Bhayandar, Taluka and District - Thane and now falling within the local limits of Mira Bhayandar Municipal Corporation.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO**

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

P. Hari



"LEGAL POINT"





*S. J. Jai*

**CERTIFICATE OF TITLE**

I am instructed by one **M/s. Adeshwar Developers**, a partnership firm, having its address at 1 & 2, Janki Heritage, 90 Feet Road, Bhayandar (West), District - Thane 401 101, to give my report in respect of the properties which are described hereunder:-

1) Originally, by diverse deeds, factors and circumstances, including survivorship and intestate succession, one Mr. Joseph Francis Gomes, during his lifetime, was absolutely seized and possessed of and/or well and sufficiently entitled to all that pieces and parcels of land or ground bearing **Old Survey No. 252, New Survey No. 43, Hissa No. 11**, admeasuring 1,260 sq. mtrs. or thereabout, situate at, being and lying at Revenue Village - Navghar, Taluka and District - Thane and now falling within the local limits of Mira Bhayandar Municipal Corporation and which is more particularly described **Firstly** in the **First Schedule** hereunder written.

2) The said Mr. Joseph Francis Gomes died intestate on 21<sup>st</sup> November 1973, leaving behind him, his widow Mrs. Martha Joseph Gomes, 3 nos. sons, viz:- Mr. Anthony Joseph Gomes, Mr. Franky Joseph Gomes & Mr. Claudy Joseph Gomes and 3 nos. daughters viz:- Mrs. Tressa Joseph Gomes, Miss. Maryanne Joseph Gomes & Mrs. Rena D. Misquita, hereinafter collectively referred to as "**Martha & 6 Others**", as his only legal heirs and representatives, entitled to his estates, including the land which is described **Firstly** in the First Schedule written herein.

*S. J. Jai*

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6) By and vide a duly registered Deed of Conveyance dated 8<sup>th</sup> October 2012, the said Shri. Nandkumar Mahadeo Patil, the sole proprietor of M/s. Manish Developers, for himself and also as the constituted attorney of the said Martha & 6 Others, has sold, transferred, assigned

5) In pursuance to the execution of the said Agreement For Sale Cum Development dated 28<sup>th</sup> December 2006, the said Martha & 6 Others, have also made and executed an Irrevocable General Power of Attorney, in favour of the said Shri. Nandkumar Mahadeo Patil, the sole proprietor of M/s. Manish Developers, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing, including the rights and powers to re-assign the land which is described firstly in the First Schedule written hereunder and also execute conveyance of the same or any part or portion thereof, in favour of the ultimate purchasers.

4) By and vide an Agreement For Sale Cum Development dated 28<sup>th</sup> December 2006, the said Martha & 6 Others have agreed to sell, transfer, assign and convey the land which is described in firstly in the First Schedule written hereunder, in favour of one Shri. Nandkumar Mahadeo Patil, the sole proprietor of M/s. Manish Developers, at and on the terms and conditions and for considerations, which are more particularly described in the said Agreement For Sale Cum Development dated 28<sup>th</sup> December 2006.

3) Accordingly, by and vide a Mutation Entry bearing No. 4307 dated 24<sup>th</sup> November 1980, the names of the said Martha & 6 Others, came to be entered in the 7/12 Extract of the land which is described in firstly in the First Schedule written hereunder.





and conveyed a portion admeasuring 280 sq. mtrs., out of and from the land which is described in Firstly in the First Schedule written hereunder, in favour of Shri. Nandkumar Manilal Papaiya, the sole proprietor of M/s. Shiv Shakti Developers, at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 8<sup>th</sup> October 2012.

7) The Estate holders viz:- The Estate Investment Company Pvt. Ltd., by and vide a duly registered Deed of Release dated 22<sup>nd</sup> March 2016 [Regn. No. TNN7-3677-2016 dated 22<sup>nd</sup> March 2016] has released, in relinquished and renounced its rights, title, interest and benefit, in respect of the said portion admeasuring 280 sq. mtrs., out of and from land which is described Firstly in the First Schedule written hereunder, at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Release dated 22<sup>nd</sup> March 2016.

8) In the premises as aforesaid, the said Nandkumar Manilal Papaiya, the sole proprietor of M/s. Shiv Shakti Developers, become entitled to the portion of land admeasuring 280 sq. mtrs., out of and from land which is described Firstly in the First Schedule written hereunder.

9) Originally, by diverse deeds, factors and circumstances, including survivorship and intestate succession, one Smt. Premabai Baliram Kasar & Shri. Harishchandra Kashinath Patil, were jointly seized and

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- possessed of and/or otherwise well and sufficiently entitled to all that pieces and parcels of land or ground bearing **Old Survey No. 252, New Survey No. 43, Hissa No. 7**, admeasuring 3,920 sq. mtrs., or thereabout, also situate at, being and lying at Revenue Village - Navghar, Taluka & District - Thane, now falling within the local limits of Mira Bhayandar Municipal Corporation and more particularly described **Secondly** in the First Schedule written hereunder.
- 10) The said Shri. Harishchandra Kashinath Patil died intestate on 6<sup>th</sup> January 1999, leaving behind him, his widow Smt. Nirabai Harishchandra Patil, 4 nos. sons viz:- Shri. Nandkant Harishchandra Patil, Shri. Kumar Harishchandra Patil, Shri. Bharat Harishchandra Patil & Shri. Baban Harishchandra Patil and 3 nos. married daughters viz:- Smt. Jaysree Amaram Bhoir, Smt. Sharda Narottam Bhoir & Smt. Premila Parshuram Thakur, as his only legal heirs and representatives, entitled to his estates, including his undivided share and rights in the land which is described **Secondly** in the First Schedule written hereunder.
- 11) The said Shri. Baban Harishchandra Patil also died intestate, leaving behind him, his widow Smt. Shushila Baban Patil, 2 nos. sons viz:- Shri. Nithn Baban Patil & Shri. Vishal Baban Patil and 2 nos. married daughters viz:- Smt. Archana Keshav Patil & Smt. Sangeta Kanchan Mhatre, as his only legal heirs and representatives, entitled to his estates, including his undivided share and rights in the land which is described **Secondly** in the First Schedule written hereunder.
- 12) Accordingly, by and vide a Mutation Entry bearing No. 458 dated 12<sup>th</sup> November 2000, the names of the Shri. Nandkant Harishchandra Patil,



Shri. Kumar Harishchandra Patil, Shri. Bharat Harishchandra Patil, Smt. Jaysree Atmaram Bhoir, Smt. Sharad Narottam Bhoir, Smt. Premilla Parshuram Thakur, Smt. Sushila Baban Patil, Shri. Nitin Baban Patil, Shri. Vishak Baban Patil, Shri. Vishak Baban Patil, Smt. Archana Keshav Patil and Smt. Sangeta Kanchan Mhatre, came to be entered in the 7/12 Extract of the land which is described Secondly in the First Schedule written hereunder, as the surviving legal heirs and representatives of late Shri. Harishchandra Kashinath Patil.

13) The Nirabai Harishchandra Patil also died intestate on 28<sup>th</sup> May 2002 and by and vide a Mutation Entry bearing No. 1379 dated 21<sup>st</sup> May 2011, her name came to be deleted from the 7/12 Extract of the land which is described Secondly in the First Schedule written hereunder.

14) By and vide an agreement dated 23<sup>rd</sup> March 2005, Smt. Premabai Bahram Kasar, Shri. Nandkant Harishchandra Patil, Shri. Kumar Harishchandra Patil, Shri. Bharat Harishchandra Patil, Smt. Jaysree Atmaram Bhoir, Smt. Sharad Narottam Bhoir, Smt. Premilla Parshuram Thakur, Smt. Sushila Baban Patil, Shri. Nitin Baban Patil, Shri. Vishak Baban Patil, Smt. Archana Keshav Patil and Smt. Sangeta Kanchan Mhatre, hereinafter referred to as "**Premabai & 11 Others**", have agreed to sell, transfer, assign and convey the land which is described Secondly in the First Schedule written hereunder, in favour of one Shri. Shyamsunder Radheshyam Agarwal, at and on the terms and conditions and for considerations, which are more particularly

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16) By and vide a duly registered Deed of Conveyance dated 18<sup>th</sup> July 2012 [Regn. No. TNN4-4492-2012] the said Smt. Premabai & 11 Others have with the due consent and concurrence of Shri. Shyamunder Radheshyam Agarwal and M/s. Ramdev Construction Co. Pvt. Ltd., have sold, transferred, assigned and conveyed the Plot B admeasuring 119.75, out and from the land which is described Secondly in the First

15) By and vide an Agreement For Sale dated 6<sup>th</sup> February 2012, the said Shri. Shyamunder Radheshyam Agarwal, has agreed to sell, transfer, assign and convey, Plot No. B, admeasuring 119.75, out and from the land which is described Secondly in the First Schedule written hereunder in favour of one M/s. Ramdev Construction Co. Pvt. Ltd., at and on the terms and conditions and for considerations, which are more particularly described in the said Agreement For Sale dated 6<sup>th</sup> February 2012 and in pursuance thereto, has also made and executed an Irrevocable General Power of Attorney, in favour of the said M/s. Ramdev Construction Co. Pvt. Ltd., 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 Plot B, in favour of any third party or parties as the said M/s. Ramdev Construction Co. Pvt. Ltd., may in its sole discretion deem fit and proper.

in the said agreement dated 23<sup>rd</sup> March 2005 and in pursuance thereto have also made and executed an Irrevocable General Power of Attorney, in favour of the said Shri. Shyamunder Radheshyam Agarwal, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing.



Schedule written hereunder, in favour of one Shri. Nandkumar Manilal Papaya, the sole proprietor of M/s. Shiv Shakti Developers, at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 18<sup>th</sup> July 2012.

17) In the premises as aforesaid, the said Shri. Nandkumar Manilal Papaya, the sole proprietor of M/s. Shiv Shakti Developers, become entitled to Plot B admeasuring 119.75, out and from the land which is described Secondly in the First Schedule written hereunder:

18) The said Shri. Nadkumar Manilal Papaya, the sole proprietor of M/s. Shiv Shakti Developers, has brought in an area admeasuring 188 sq. mtrs., out of and from his holding of 280 sq. mtrs., forming part or portion of land bearing Old Survey No. 252, New Survey No. 43, Hissa No. 11, more particularly described Firstly in the First Schedule written hereunder and Plot B, admeasuring 119.75, out and from the land bearing Old Survey No. 252, New Survey No. 43, Hissa No. 7, and more particularly described Secondly in the First Schedule written hereunder and both the portions are more particularly described in the **Second Schedule** written hereunder, has introduced the same, as his capital contribution in the abovesaid M/s. Adeshwar Developers, by and vide a Deed of Partnership dated 14<sup>th</sup> December 2012.

19) In the premises as aforesaid the abovesaid M/s. Adeshwar Developers

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both situate at, being and lying at Revenue Village - Navghar, Taluka & District - Thane, now falling within the local limits of Mira Bhayandar Municipal Corporation.

Old Survey No. 252, New Survey No. 43, Hissa No. 7, admeasuring 3,920 sq. mtrs., or thereabout,

**Secondly:-**

Old Survey No. 252, New Survey No. 43, Hissa No. 11, admeasuring 1,260 sq. mtrs., or thereabout,

**Firstly:-**

**ALL THAT PIECES** and parcels of lands or grounds bearing details as under:-

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO**

20) Upon the perusal of the aforesaid writings, the title of the said M/s. Adeshwar Developers, in respect of the abovesaid 2 nos. portions of lands which are more particularly described in the Second Schedule written hereunder are clear and marketable and free from encumbrances.

become entitled to 2 nos. portions of lands, which are more particularly described in the Second Schedule written hereunder.

18th September 2018.  
Bhayandar,

(Advocate, High Court, Bombay)

P. Hari



hereinabove.

A portion admeasuring 188 sq. mtrs., out and from the larger property which is more particularly described Firstly in the First Schedule written hereinabove and a Plot B admeasuring 119.75 sq. mtrs., out and from the larger property which is more particularly described Secondly in the First Schedule written hereinabove.

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO**

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

P. Hari



"LEGAL POINT"

