



*P. Hari*

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ADVOCATE, HIGH COURT

**"LEGAL POINT"**

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are presently known as **"Anjani Regency" & "Anjani Enclave"**.

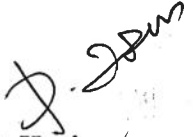
- 36) Upon the perusal of the aforesaid writings, in my opinion, the title of the abovesaid M/s. Geeta Developers in respect of the development rights of the abovesaid building viz:- **"Anjani Regency" & "Anjani Enclave"** is clear and marketable and free from all encumbrances of whatsoever nature.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO**

**ALL THAT PIECES** and parcels of land or ground bearing **Old Survey No. 546, New Survey No. 35, Hissa No. 3(Pt.)**, admeasuring 13,400 sq. mtrs. or thereabout, situate at, lying and being at Revenue Village - Bhayandar, Taluka and District Thane and now falling within the local limits of Mira Bhayandar Municipal Corporation.

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO**

Portions of lands in aggregate admeasuring 3186.22 sq. mtrs. i.e. (a) a portion admeasuring 1,373.32 sq. mtrs. falling under D.P. Road and a portion admeasuring 644.50 sq. mtrs. falling under reservation for Garden out of First Mentioned Land and more particularly described in the First Schedule written hereinabove, (b) a portion admeasuring 668.72 sq. mtrs. falling under Reservation for Garden out of Second Mentioned Land & (c) a portion admeasuring 500 sq. mtrs. falling under reservation for Garden out of Third Mentioned Land.

  
**P. Hari**  
(Advocate, High Court, Bombay)

Bhayandar,  
25<sup>th</sup> June 2016

buildings on the First Mentioned Entire Land, which are presently known as **"Anjani Paradise" & "Anjani Presidency"** and the premises thereof were already being already sold and occupied;

- 29) The Sanctioned Plan consists of F.S.I. in respect of the set-backs of First Portion, Second Portion and Third Portion
- 30) The abovesaid M/s. Geeta Developers shall be revising the Sanctioned Plan for availing any such additional or further F.S.I. entitlement that becomes available in respect of the First Mentioned Land including use of any permissible T.D.R. or any increased F.S.I., at its sole discretion at appropriate time;
- 31) There upon the revision or amendment of the Sanctioned Plan, there is every possibility that there may be additional buildings or structures to be constructed on the First Mentioned Land depending on the quantum of F.S.I. entitlement in respect of the First Mentioned Land;
- 32) The abovesaid M/s. Geeta Developers shall be utilizing whatever the original F.S.I. in respect of the First Mentioned Entire Land or the First Mentioned Land and also any additional or further F.S.I. that becomes available in respect of thereof, including use of permissible T.D.R. either themselves or through their nominee/s or assignee/s;
- 33) Upon any revision of the Sanctioned Plan by the abovesaid M/s. Geeta Developers, as stated hereinabove, the area of Recreational Area is likely to be shifted or modified or varied.
- 34) By virtue of the writings, as recited hereinabove, the abovesaid M/s. Geeta Developers alone have the sole and exclusive right to sell the premises of the Said Buildings, to be constructed on the Said Portion and to enter into agreement for sale with the prospective purchasers of the premises and also to receive the sale consideration directly without being accountable to anyone.
- 35) The abovesaid M/s. Geeta Developers have already commenced the development and civil construction work of the Said Buildings, which





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- 23) The abovesaid M/s. Geeta Developers as the Constituted Attorneys of the said Shri. Vasant Balaji Athawale and also the said M/s. Kanungo Enterprises & other have handed over to Mira Bhayandar Municipal Corporation, the said portion admeasuring 500 sq. mtrs., falling under reservation for Garden, in terms of the development rules.
- 24) The abovesaid M/s. Geeta Developers have amalgamated the remaining portion of land from the First Mentioned Land falling, hereinafter referred to as **"The First Portion"** and the Second Portion and the Third Portion, which is as set-out in the plan set-out in the copy of the plan annexed hereto and the Mira Bhayandar Municipal Corporation, by and vide its order bearing No. MBMC/MNP/TP/741/2014-15 dated 03<sup>rd</sup> July 2014, has sanctioned the development plan of the said Entire Portions, hereinafter collectively referred to as **"The Sanctioned Plan"** and in pursuance thereto has also issued the Commencement Certificate.
- 25) The Sanctioned Plan consists of a 2 nos. buildings viz:- Building No. 1 & Building No. 2, which is in ground plus 7 & 10 nos. upper floors respectively, hereinafter referred to as **"The Said Buildings"**.
- 26) The Said Buildings are to be constructed on a portion of land out of the First Mentioned Land and the same is hereinafter referred to as **"The Said Portion"**.
- 27) The Competent Authority under The Maharashtra Land Revenue Code, by and vide its order bearing No. Mehsul/K-1/T1/NAP/SR-120/06 dated 05<sup>th</sup> August 2006, has granted the necessary permission for the non-agricultural use of the Said Portion.
- 28) The abovesaid M/s. Geeta Developers much before obtaining amalgamated Sanctioned Plan, had already constructed 2 nos. of

in turn to re-assign the said Third Mentioned Land, or any part or portion thereof, in favour of any third party or parties, as the said Shri. Bipin D. Pandya, may in his sole discretion deemed fit and proper.

- 19) By and vide an agreement dated 5<sup>th</sup> November 1992, the said Shri. Bipin D. Pandya had in turn to re-assign the Third Mentioned Land in favour of M/s. Kanungo Enterprises, a partnership firm, at and on the terms and conditions and for considerations, which are more particularly described in the said agreement dated 6<sup>th</sup> November 1992.
- 20) In pursuance to the execution of the said agreement dated 6<sup>th</sup> November 1992, the said Shri. Bipin D. Pandya had also made and executed a General Power of Attorney, vide a separate writing dated 6<sup>th</sup> November 1992, in favour of the partners and nominee/s of the said M/s. Kanungo Enterprises, inter-alia, irrevocably, conferring upon various rights, powers and privileges, which are more particularly described in the said writing, including rights and powers, in turn to re-assign the said First Mentioned Land or any part or portion thereof, in favour of any third party or parties, as the said M/s. Kanungo Enterprises, may in its sole discretion deem fit and proper.
- 21) By and vide an Agreement/Release Deed dated 9<sup>th</sup> August 2010, the said Shri. Vasant Balaji Athawale, at the instance and with the due consent and concurrence of M/s. Kanungo Enterprises had released, relinquished and assigned 2 nos. portions of out of the Third Mentioned Land i.e. a portion admeasuring 320 sq. mtrs. falling under reservation for Primary School & Playground and a further portion admeasuring 500 sq. mtrs. falling under reservation for Garden, hereinafter referred to as "**The Third Portion**", in favour of the abovesaid M/s. Geeta Developers.
- 22) In the premises as aforesaid, the abovesaid M/s. Geeta Developers became entitled to the Third Portion.





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Shri. Niramalaben Dhirajlal Shah with the due consent and concurrence and also at the instance of the said Shri. Navin P. Shah, has released, relinquished and further assigned a portion of the Second Mentioned Land admeasuring 668.72 sq. mtrs. falling under reservation for Garden and which is more particularly described in the Second Schedule written hereunder, hereinafter referred to as **"The Second Portion"**, in favour of the abovesaid M/s. Geeta Developers.

- 15) In the premises as aforesaid, the abovesaid M/s. Geeta Developers become entitled to the Second Portion.
- 16) Originally, by diverse deeds, factors and circumstances one Shri Vasant Balaji Athawale was absolutely seized and possessed of and /or otherwise well sufficiently entitled to all that pieces and parcels of land or ground bearing Old Survey No. 546, New No. 35, Hissa No. 2 (Pt.) admeasuring 2,430 sq. mtrs. or thereabout, also situate at, being and lying a Revenue Village Bhayandar, Taluka & District - Thane and now falling within the local limits of Mira Bhayandar Municipal Corporation, hereinafter referred to as **"The Third Mentioned Land"**.
- 17) By and vide an agreement 13<sup>th</sup> July 1984, the said Shri. Vasant Balaji Athawale had agreed to sell, transfer, assign and convey the Third Mentioned Land, in favour of one Shri. Bipin D. Pandya at and on the terms and conditions and for considerations, which are more particularly described in the said agreement dated 13<sup>th</sup> July 1984.
- 18) In pursuance to the execution of the said agreement dated 13<sup>th</sup> July 1984, the said Shri. Vasant Balaji Athawale had also made and executed an Irrevocable General Power of Attorney, in favour of the said Shri. Bipin D. Pandya, vide a writing dated 13<sup>th</sup> July 1984, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing, including rights and powers,

convey the Second Mentioned Land in favour of one Shri. Navin P. Shah at and on the terms and conditions and for consideration which are more particularly described in the said agreement dated 10<sup>th</sup> January 1988.

- 10) In pursuance to the execution of the said agreement dated 10<sup>th</sup> January 1988, the said Nirmalaben Dhirajlal Shah has also made and executed an Irrevocable General Power of Attorney dated 11<sup>th</sup> January 1988, in favour of said Shri. Navin P. Shah, 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 Second Mentioned Land in favour of any third party or parties, as the said Shri. Navin P. Shah may in his sole discretion deem fit and proper.
- 11) The abovesaid M/s. Geeta Developers has handed over a portion admeasuring 1,292.41 sq. mtrs. out of the total 2,665.73 sq. mtrs. of area going under D.P. Road from the First Mentioned Land to the Mira Bhayandar Municipal Corporation, in terms of the prevailing development rules, by and vide an agreement dated 15<sup>th</sup> September, 2008.
- 12) Subsequently, by and vide an agreement dated 6<sup>th</sup> May, 2016 the abovesaid M/s. Geeta Developers have also handed over to the Mira Bhayandar Municipal Corporation the remaining area admeasuring 1,373.32 sq. mtrs. falling under D.P. Road from the First Mentioned Land in terms of the prevailing development rules.
- 13) Likewise, by and vide an agreement dated 12<sup>th</sup> September, 2014 the abovesaid M/s. Geeta Developers have also handed over a portion admeasuring 644.50 sq. mtrs., falling under reservation for Garden from the First Mentioned Land to the Mira Bhayandar Municipal Corporation, in terms of prevailing development rules.
- 14) By and vide a duly registered Release Deed dated 12<sup>th</sup> September 2014 (Regn. No. TNN-7/7104/2014 dated 12<sup>th</sup> September 2014), the said





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Nandlal G Bhutra, (2) Mr. Mustak M Mansuri (3) Shri Chandrakant Siroya & (4) Smt. Urmila Suresh Jhawar, may in their sole discretion deem fit and proper.

- 05) The said (1) Mr. Mustak M. Mansuri, (2) Shri Chandrakant Siroya & (3) Smt. Urmila Suresh Jhawar, by separate writings dated 27<sup>th</sup> March, 2007, 29<sup>th</sup> December, 2007 & 16<sup>th</sup> April, 2007 respectively, have assigned and transferred their respective rights and interests in the First Mentioned Land in favour of the abovesaid M/s. Geeta Developers and in pursuance thereto have also made and executed separate General Power of Attorneys in favour of the partners of the abovesaid M/s. Geeta Developers.
- 06) The said Shri. Nandlal G. Bhutra has brought all and entire his rights and interests in the First Mentioned Land, in the firm of the abovesaid M/s. Geeta Developers, in which he is already a partner.
- 07) In the premises, as aforesaid, the abovesaid M/s. Geeta Developers became entitled to the said Entire Land.
- 08) Originally, by diverse deeds, factors and circumstances one Smt. Nirmalaben Dhirajlal Shah 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. 546, New Survey No. 35, Hissa No. 3(Pt)**, admeasuring 3,540 sq. mtrs. or thereabout, also situate at, lying and being at Revenue Village -Bhayandar, Taluka and District - Thane and now falling within the local limits of Mira Bhayandar Municipal Corporation, hereinafter referred to as **"The Second Mentioned Land"**.
- 09) By and vide an agreement dated 10<sup>th</sup> January 1988, the said Smt. Nirmalaben Dhirajlal Shah had agreed to sell, transfer, assign and

- 02) As per D.P. Plan of Mira Bhayandar Municipal Corporation the said First Mentioned Land is falling under following reservations:-

Sr. No.	Reservation	Area (Sq. Mtrs.)
1)	Residential Zone	6,146.29
2)	D.P. Road	2,665.73
3)	Garden	644.50
4)	P.S. & P.G.	3,943.48
	Total	13,400.00

- 03) By and vide an agreement dated 1<sup>st</sup> August 1989, the said Dwarkanath Mhatre & 33 Others had agreed to sell, transfer, assign and convey the First Mentioned Land, in favour of one (1) Shri. Nandlal G. Bhutra (one of the partners of the abovesaid M/s. Geeta Developers) (2) Mr. Mustak M. Mansuri, (3) Shri. Chandrakant Siroya & (4) Smt. Urmila Suresh Jhawar, at and on the terms and conditions and for considerations, which are more particularly described in the said agreement dated 1<sup>st</sup> August 1989.
- 04) In pursuance to the execution of the said agreement dated 1<sup>st</sup> August 1989, the said Dwarkanath Mhatre & 33 Others had also made and executed an Irrevocable General Power of Attorney, in favour of said (1) Shri Nandlal G. Bhutra (one of the partners of the abovesaid M/s. Geeta Developers) (2) Mr. Mustak M. Mansuri (3) Shri Chandrakant Siroya & (4) Smt. Urmila Suresh Jhawar, vide a writing, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing, including rights and powers, in turn to re-assign the First Mentioned Land, or any part or portion thereof, in favour of any third party or parties, as the said (1) Shri





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**CERTIFICATE OF TITLE**

I am instructed by one **M/s. Geeta Developers** a duly registered partnership firm constituted under the provisions of The Indian Partnership Act. 1932, having its address at 101, Salasar Deep, 90 Feet Road, Bhayandar (West), District - Thane 401 101, to give my report on title, in respect of property which is described hereunder:-

- 01) By diverse deeds, factors and circumstances, including survivorship and intestate succession, one (1) Shri. Dwarkanath R. Mhatre (2) Shri. Sadanand R. Mhatre (3) Shri. Hareshwar R. Mhatre (4) Shri. Ramesh R. Mhatre (5) Shri. Ganesh R. Mhatre (6) Shri. Umesh R. Mhatre (7) Smt. Nilam K. Kovarkar (8) Smt. Malti Umakant Chogale (9) Smt. Bharati Raghunath Mhatre (10) Smt. Neeta Mohan Pansare (11) Smt. Geeta Vinesh Raut (12) Smt. Sumati D. Mhatre (13) Shri. Mayur D. Mhatre (14) Shri. Gajendra D. Mhatre (15) Miss. Hemalini D. Mhatre (16) Smt. Gauri Girish Patil (17) Smt. Meghna Milan Chogale (18) Smt. Vijaya S. Mhatre (19) Shri. Hemant S. Mhatre (20) Miss. Mrunalini S. Mhatre (21) Miss. Mrudula S. Mhatre (22) Smt. Urmila Pravin Mhatre (23) Smt. Rachna Rupkishore Kotwal (24) Smt. Vandana H. Mhatre (25) Shri. Meghan H. Mhatre (26) Smt. Usha R. Mhatre (27) Shri. Vinit R. Mhatre (28) Master. Yogesh R. Mhatre (29) Smt. Pushpa G. Mhatre (30) Miss. Pallavi G. Mhatre (31) Master. Milind G. Mhatre (32) Smt. Varsha U Mhatre (33) Master. Rupak U. Mhatre & (34) Miss. Vidula U Mhatre, herein after referred to as "**Dwarkanath & 33 Others**" were 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. 546, New Survey No. 35, Hissa No. 3(Pt)**, admeasuring 13,400 sq. mtrs. or thereabout, situate at, lying and being at Revenue Village -Bhayandar, Taluka and District - Thane and now falling within the local limits of Mira Bhayandar Municipal Corporation and and which are more particularly described in the **First Schedule** hereunder written, hereinafter referred to as "**The First Mentioned Land**".