



P. Hari

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

"LEGAL POINT"

Certificate Of Title

I am instructed by **(1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra**, to give my report on title in respect of the property which is described hereunder:-

- 1) Originally, by diverse deeds, factors and circumstances one Smt. Anandibai Patil & 17 others hereinafter referred to as **"The Original Owners"** were the joint owners of land bearing **Old Survey No. 646, New No. 247, Hissa No.1**, admeasuring 8,750 sq. mtrs. situate at, being and lying at Revenue Village - Bhayandar, Taluka & District - Thane, which is now falling within the local limits of Mira Bhayandar Municipal Corporation which is more particularly described in the **First Schedule** written hereunder, hereinafter referred to as **"The said Entire Land/Property"**.
- 2) By and vide a duly registered Sale Deed dated 27th September 1988, the Original Owners have sold, transferred and conveyed the said Entire Land in favour of abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra and one Shri. Anupkumar K. Gupta, at and on the terms and conditions which are more particularly described in the said Sale Deed dated 27th September 1988.
- 3) Accordingly, the said Entire Land came to be mutated in the names of the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra and Shri. Anupkumar K. Gupta.

[Handwritten signature]

- 4) Subsequent to a sou motto enquiry by the Sub Divisional Officer, Thane by and vide an order dated 24th January 1994, the names of the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra and Shri. Anupkumar K. Gupta came to be deleted from the 7/12 Extracts of the said Entire Land.
- 5) During the period the names of the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra and Shri. Anupkumar K. Gupta came to be deleted from the 7/12 Extracts of the said Entire Land, the Original Owners have sold the said Entire Land in favour of one Radha Swami Satsang.
- 6) In the appeal filed by the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra and Shri. Anupkumar K. Gupta before The Deputy Resident Collector, Thane, by and vide an order dated 29th April 1998, the order by the Sub-Divisional Officer, Thane for the deletion of the names of the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra and Shri. Anupkumar K. Gupta came to be set aside and accordingly, the names of the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra and Shri. Anupkumar K. Gupta came to be restored in the 7/12 Extracts of the said Entire Land.
- 7) The abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra and Shri. Anupkumar K. Gupta have filed a civil suit being Special Civil Suit No. 422/2001 before the Civil Judge, Thane against the abovesaid Radha Swami Satsang seeking various reliefs.





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- 8) The abovesaid suit came to compromised as per a Compromise Terms dated 12th September 2007, filed before the Civil Judge, Thane.
- 9) Subsequent to filing of the Compromise Terms, the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra and Shri. Anupkumar K. Gupta and the said Radha Swami Satsang mutually agreed to modify and vary the same and accordingly it was mutually agreed that the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra and Shri. Anupkumar K. Gupta shall release and convey a portion admeasuring 3,342 sq. mtrs out of the said Entire Land in favour of the said Radha Swami Satsang and the balance area admeasuring 5,408 sq. mtrs and which is more particularly described in the **Second Schedule** written hereunder, hereinafter referred to as **"The Said Land/Property"** be retained by the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra and Shri. Anupkumar K. Gupta.
- 10) In pursuance thereto, by and vide a duly registered Release Cum Conveyance dated 31st December 2011, the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra and Shri. Anupkumar K. Gupta released and conveyed the said portion admeasuring 3,342 sq. mtrs out of the said Entire Land in favour of the abovesaid Radha Swami Satsang.

- 11) In the premises, the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra and Shri. Anupkumar K. Gupta become the absolute owners of Said Land which is more particularly described in the Second Schedule written hereunder.
- 12) The said Shri. Anupkumar K. Gupta on account of the fact that he had not contributed any amount towards the acquisition of the said Entire Land and whatever his contribution was made by his brother and co-owner Shri. Kimtilal K. Gupta, by and vide a duly registered Release Deed dated 26th June 2013, has released and relinquished all and entire rights, interest and claim in respect of the Said Land in favour of the abovesaid Shri. Kimtilal K. Gupta.
- 13) In the premises as aforesaid, the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra become entitled to the Said Land in the ratio of 50% Shri. Kimtilal K. Gupta, 25% Shri. Nandlal G. Bhutra and 25% Shri. Ramautar G. Bhutra.
- 14) By and vide a duly registered Deed of Right of Way dated 9th July 2013, the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra & (3) Shri. Ramautar G. Bhutra and Shri. Anupkumar K. Gupta have assigned the use of a portion of the Said Land 62 x12 sq. mtrs as right of way in respect of adjacent lands bearing Old Survey No. 658, New No. 251, Hissa Nos 1 & 3.
- 15) Upon the perusal of the abovesaid writings, in my opinion the title of the abovesaid (1) Shri. Kimtilal K. Gupta, (2) Shri. Nandlal G. Bhutra &





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(3) Shri. Ramautar G. Bhutra, in respect of the Said Land subject to the assignment of use of right of way as aforesaid, 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. 646, New No. 247, Hissa No. 1**, admeasuring 8,750 sq. mtrs. situate at, being and lying at Revenue Village – Bhayandar, Taluka & District – Thane, which is now falling within the local limits of Mira Bhayandar Municipal Corporation.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

A portion of land admeasuring 5,408 sq. mtrs out of the larger property which is more particularly described in the First Schedule written hereinabove.

P. Hari
P. Hari

(Advocate, High Court, Bombay)

Bhayandar,

21st July 2018.