

N. R. Mahajan

B. Com., LL.B.

ADVOCATE HIGH COURT

Office : 401, Thane Vastushilpa,
Opp. Awaz Radio, Edulji Road,
Charai, Thane (W) 400 601.
Tel.: 022 2539 5678
Mob.: 9820831444
Email : mahajan_ninad@yahoo.co.in

Ref.: NRM/2019/3

R. P. A. D./U. P. C./HAND

Date : 23.03.2019

CERTIFICATE OF TITLE

Re. :- An immovable property situated at Revenue Village Mhatardi, Talathi Saja Dativali, Taluka and District Thane, in the limits of Thane Municipal Corporation and according to new Revenue Records bearing following description -

Survey No.	Hissa No.	Area H - R - P	Assessment Rs.-Ps.
65	0 Kharaba Pot-Kharaba	0 - 42 - 00 0 - 01 - 00 0 - 43 - 00 =====	7 - 87

(hereinafter referred to as the "SAID PROPERTY")

Smt. Kashibai Gana alias Dharma Patil & ors. - **OWNERS**

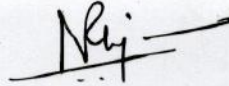
TO

M/s. Vighnaharta Enterprises - **DEVELOPER**

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CONFIRM THAT I have investigated the title of the Owners to the Said Property and on the basis of Revenue Records and on the basis of clarifications given by the Developer, I have observed as under :-

1. At relevant time one Shri Anant Narayan Patkar (hereinafter referred to as the "SAID ORIGINAL OWNER") was the owner, seized and possessed of and/or otherwise well and sufficiently entitled to various lands surrounding to Village Mhatardi, including the Said Property.
2. As per the Mutation Entry No.117, before the Tillers Day, one Shri Sukrya Kalya Shelar was cultivated the Said Property and declared as the Protected Tenant of the Said Property. After the sad demise of Shri Sukrya Kalya Shelar, as per the Hindu Succession Act under which he was governed at the time of his death, her daughter Smt. Taibai Tukaram alias Hasha Patil became the Protected Tenant of the Said

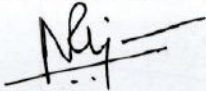


Property. And after the death of said Smt. Taibai Tukaram alias Hasha Patil, her legal heirs became the Protected Tenant of the Said Property and their names are recorded as per Mutation Entry No.348.

3. Meanwhile, some of the legal heirs of said Smt. Taibai Tukaram alias Hasha Patil fraudulently entered into unregistered Memorandum of Understanding dated 15th December 2010 (hereinafter referred to as the "**SAID ALLEGED MOU**") with one Mr. Ravi Waman Mhatre, in which they have agreed to give development rights in respect of their other properties, for the consideration and on the terms and conditions contained therein. Said Mr. Ravi Waman Mhatre had fraudulently and mischievously included other properties i.e. Survey Nos. 72/1, 73/9A, 73/4 and 65 i.e. Said Property of Village Mhatardi in the Said Alleged MOU which were not intended nor agreed to be given for development.

4. As the Owners have not aware about facts of fraudulently inclusion of Said Property alongwith other properties in the Said Alleged MOU, all the legal heirs of said Smt. Taibai Tukaram alias Hasha Patil i.e. Owners have assigned the development rights in respect of Said Property to and in favour of one M/s. Vighnaharta Enterprises i.e. Developer herein under Development Agreement dated 16th October 2014, which was duly registered in the Office of Sub-Registrar of Assurances, Thane at Serial No.TNN-2/8334/2014, for the consideration and on the terms and conditions contained therein. The Owners have also executed Power of Attorney dated 16th October 2014, which was duly registered in the Office of Sub-Registrar of Assurances, Thane at Serial No.TNN-2/8335/2014, which authorised the Developer to do various acts relating to development of the Said Property.

5. After the registration of said Development Agreement dated 16th October 2014, the Owners have got notice that said Mr. Ravi Waman Mhatre had fraudulently and mischievously included Said Property alongwith other properties in the Said Alleged MOU. Being aggrieved by such fraud played upon them, the Owners have filed Special Civil Suit No.98/2015 in the Civil Court of Thane (hereinafter referred to as the "**SAID SUIT**") against said Mr. Ravi Waman Mhatre, praying for ad-interim orders alongwith termination and/or cancellation of Said Alleged MOU. As per the direction of the Hon'ble Court, the Owners have also deposited entire amount of Rs.60,00,000/- in the



Court which was received as part-consideration under Said Alleged MOU and other alleged Development Agreement of other properties. Said Mr. Ravi Waman Mhatre, as a Defendant No.1 in Said Suit, had filed Written Statement as well as Counter Claim against the Owners. Till today, there is no restrictive and/or preventive orders of Hon'ble Court in the Said Suit and/or in any Appeal, in respect of Said Property, against the Owners and/or Developer and its Partners, as Defendant Nos.2 to 4. The Said Suit is still pending in the court for re-casting of Issues.

6. By an Application No.1/2015 dated 3rd December 2014 which was filed by the Owners, on which Tahasildar, Thane had, by and under his Order dated 11th March 2016 read with Rectification in Order dated 25th January 2018, declared said Smt. Kashibai Gana alias Dharma Patil & ors. as Owners of the Said Property and fixed the purchase price of the Said Property, which was recorded under Mutation Entry No.564.

7. After payment of purchase price fixed under Order dated 11th March 2016, Tahasildar, Thane had issued Certificate under Sec.32-M bearing No.44/2016, dated 21st April 2016. The Owners have registered said Certificate under Sec.32-M in the Office of Sub-Registrar of Assurances, Thane at Serial No.TNN-1/12570/2016, dated 13th October 2016, which was recorded under Mutation Entry No.566. Thus, names of legal heirs of the Said Original Owner were deleted and names of all the legal heirs of said Smt. Taibai Tukaram alias Hasha Patil i.e. Owners herein are included as Holders of the Said Property.

8. By and under Order dated 21st February 2018, Sub-Divisional Officer of Thane had released the restriction/condition imposed on the Said Property under Sec.43 of Bombay Tenancy and Agricultural Lands Act 1948, subject to conditions mentioned therein.

9. The Developer had submitted to Thane Municipal Corporation and Thane Municipal Corporation by and under its Sanction and Permit bearing V. P. No.S10/0050/18/TMC/TDD/3020/19, dated 20th March 2019, had sanctioned the layout and building plans for development of the Said Property (hereinafter referred to as the "SAID SANCTIONED PLANS").



10. **IN VIEW OF THE ABOVE, SUBJECT TO HON'BLE COURT'S DECISION
IN SAID SUIT, IN MY OPINION:**

- a) The title of the Owners to the Said Property is clear, marketable and free from encumbrances.
- b) The Developer is legally entitled to construct the building/s on the Said Property, as per the Said Sanctioned Plans or its further amendments or modifications as may be approved and to sell the flats/shops/premises therein to the prospective buyers, subject to the terms and conditions of the Development Agreement dated 16th October 2014.

Thane, dated on this 23rd day of March 2019.

(N. R. Mahajan)
Advocate