

# **SANJAY B. BORKAR**

M.Com., LL.M.

**Advocate High Court**

Off. : VAIBHAV APARTMENT, 401- 4<sup>th</sup> floor, Near Collector Office, Tembhinaka Thane - (W) 400 601.

[ E-mail : [sanjayborkar2016@gmail.com](mailto:sanjayborkar2016@gmail.com) Cell : 9820274226, 8108670006.]

## **CERTIFICATE OF TITLE**

**To,**

**M/S. SAGAR ENTERPRISE,**  
1305, 13<sup>th</sup> Floor, Dev Corpora,  
Opp. Cadbury Junction,  
Thane (West) 400601.

- 1) At your request, I have investigated the title in respect of the land bearing Survey No.3 Hissa No.4, adm. area 2970 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane (hereinafter referred to as "**the said Property**") and more particularly described in the schedule hereunder written.
- 2) I have perused the following documents concerning to the said Property;
  - 1) 7/12 Extracts and mutation entries reflecting therein;
  - 2) Development Agreement dtd. 02/06/2008 executed between Shri. Gurunath Shantaram Patil and M/s. Yash Enterprises;
  - 3) Deed of Confirmation dtd. 25/03/2010 executed between Shri. Gurunath Shantaram Patil and M/s. Yash Enterprises registered in the office of Sub-Registrar of Assurances, Thane-2 under Sr. No.TNN2/03835/2010 on 25/03/2010 ;
  - 4) Power of Attorney dtd. 25/03/2010 executed by Shri. Gurunath Shantaram Patil in favour of M/s. Yash Enterprises registered in



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- the office of Sub-Registrar of Assurances, Thane-2 under Sr. No.TNN2/245/2010 on 25/03/2010;
- 5) Search Report dtd. 02/10/2018 (for the period 1989 to 2018 [02/10/2018]), Search Report dtd. 28/03/2019 (for the period 1989 to 2019 [28/03/2019]) and Search Report dtd. 01/02/2021 (for the period 2019 to 2021 [01/02/2021]);
  - 6) Public Notice dtd. 11/10/2018 published in Thane Vaibhav Newspaper in respect of the said Property.
  - 7) Agreement for Sale dtd. 28/01/2019 executed between Shri. Gurunath Shantaram Patil & others and M/s. Yash Enterprises and M/s. Sagar Enterprise registered in the office of Sub-Registrar of Assurances, Thane2 under Sr.No.TNN2/2953/2019 on 01/03/2019;
  - 8) Power of Attorney dtd. 01/03/2019 executed by Shri. Gurunath Shantaram Patil & others in favour of M/s. Yash Enterprises registered in the office of Sub-Registrar of Assurances, Thane-2 under Sr. No.TNN2/2954/2019 on 01/03/2019;
  - 9) Substituted Power of Attorney dtd. 01/03/2019 executed by M/s. Yash Enterprises in favour of M/s. Sagar Enterprise registered in the office of Sub-Registrar of Assurances, Thane-2 under Sr. No.TNN2/2955/2019 on 01/03/2019;
  - 10) Title Certificate dtd. 02/04/2019 r/w. Supplementary Title Certificate dtd.24/06/2019.



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- 11) Sale Permission bearing No.TD/T-6/KV/VP.S.R.2/2020/59 /2020 dtd.24/02/2020 granted by Sub-Divisional Officer, Thane in respect of the said Property.
  - 12) Deed of Conveyance dtd.14/08/2020 executed between Shri. Gurunath Shantaram Patil & others and M/s. Yash Enterprises and M/s. Sagar Enterprise registered in the office of Sub-Registrar of Assurances, Thane2 under Sr.No.TNN2/ 8876/on 14/083/2020.
  - 13) 7/12 Extract dtd. 13/10/2020 showing name of M/s. Sagar Enterprise.
  - 14) Mutation Entry No.3514 vide which name of M/s. Sagar Enterprise came to be mutated pursuant to Deed of Conveyancedtd.14/08/2020.
  - 15) Commencement Certificate vide V.P. No. SO6/0362/20 NEW No. TMC/TDD/3536/21 DTD.07/01/2021.
- 3) I have caused searches to be taken at the office of the Sub-Registrar of Assurances at Thane and Old Custom House, Mumbai for last 30 years i.e. from the period 1989 to 2021 (01/02/2021).
- 4) On perusal of the above, it appears that:
- a) Shri. Raghu Ramji Tare was owner of the land bearing Survey No.3 Hissa No.4, adm. area 2970 sq.mtrs. lying, being and situate at Village Kavesar, Taluka& District Thane (hereinafter referred to as "**the said Property**") and more particularly described in the schedule hereunder written.



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- b) Shri. Raghu Ramji Tare died intestate on 10/07/1941 leaving behind his son Shri. Kashinath Raghu Tare as only heir and legal representative accordingly, effect to the death of Shri. Raghu Ramji Tare came to be given in record of rights of the said Property vide **Mutation Entry No.275.**
- c) By virtue of succession, Shri. Kashinath Raghunath Tare succeeded the said Property inter-alia became owner of the same.
- d) Shri. Kashinath Raghu Tare died intestate in the year 1963 leaving behind 1) Shri. Gover Kashinath Tare (son) & 2) Smt. Mathurabai Kashinath Tare (widow) as his heirs and legal representatives as per the provisions of Hindu Succession Act, 1956 by which he was governed at the time of his death.
- e) By virtue of succession, Shri. Gover Kashinath Tare & Smt. Mathurabai Kashinath Tare became owner of the said Property accordingly, as per the statement being given by Smt. Mathurabai Kashinath Tare that, she became old hence, only name of her son Shri. Gover Kashinath Tare be recorded in record of rights accordingly, the concerned revenue authority mutated only name of Shri. Gover Kashinath Tare in record of rights of the said Property vide **Mutation Entry No.1261.**
- f) Shri. Gurunath Shantaram Patil filed an application u/s.70B of Bombay Tenancy and Agricultural Land Act, 1948 (the said Tenancy Act) before the Agricultural Land Tribunal and Tahsildar, Thane inter-alia for declaration as agricultural tenant in respect of the said Property.



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- g) The Agricultural Land Tribunal and Tahsildar, Thane pursuant to receipt of above referred application u/s.70B from Shri. Gurunath Shantaram Patil vide its order dtd.16/04/2004 declared Shri. Gurunath Shantaram Patil as agricultural tenant in respect of the said Property and effect to this order came to be given in record of right by incorporating name of Shri. Gurunath Shantaram Patil in other right column of the record of rights of the said Property vide **Mutation Entry No.2109.**
- h) Shri. Gurunath Shantaram Patil pursuant to incorporation of his name in other right column of the record of right of the said Property filed an application bearing no.TNC/32G/Kavesar/42/05 u/s. 32G of the said Tenancy Act inter-alia for determination of purchase price of the said Property in his favour before the Agricultural Land Tribunal and Tahsildar, Thane.
- i) The Agricultural Land Tribunal and Tahsildar, Thane vide its order dtd.25/01/2006 passed in application bearing no.TNC/32G/Kavesar/42/05 u/s. 32G of the said Tenancy Act determined the purchase price of Rs.6,471/- in favour of Shri. Gurunath Shantaram Patil.
- j) By virtue of order dtd.25/01/2006 passed by the Agricultural Land Tribunal and Tahsildar, Thane name of Shri. Gurunath Shantaram Patil came to be recorded in occupants column of record of right of the said Property and encumbrance of purchase price of the original owner came to be lodged in other right column of the record of right of the said Property vide **Mutation Entry No.2251.**
- k) Shri. Gurunath Shantaram Patil pursuant to order dtd.25/01/2006 passed by the Agricultural Land Tribunal and Tahsildar, Thane paid



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the purchase price of Rs.6,471/- accordingly, 32M Certificate bearing no.90/2006 came to be issued in the name of Shri. Gurunath Shantaram Patil accordingly, the encumbrance of purchase price of the original owner appearing in other right column of the record of right of the said Property came to be removed/deleted vide **Mutation Entry No.2252.**

- l) By virtue of order passed by the Agricultural Land Tribunal and Tahsildar, Thane u/s. 70B, 32G & issuance of 32M Certificate under the provisions of the said Tenancy Act, Shri. Gurunath Shantaram Patil became owner subject to restriction of section 43 of the said Tenancy Act.
- m) By and under Development Agreement dtd.02/06/2008 (hereinafter referred to as "**the said Development Agreement**") Shri. Gurunath Shantaram Patil and others granted and entrusted development right of the said Property in favour of M/s. Yash Enterprises at or for consideration and upon the terms and conditions more particularly stated therein.
- n) The said Development Agreement was executed on Rs.100/- stamp paper as such the requisite stamp duty was not paid in respect of the said Development Agreement. M/s. Yash Enterprises accordingly, filed an application being application bearing EVN No.581/10 before the Collector of Stamps, Thane City inter-alia for determination of proper stamp duty to be paid on the said Development Agreement.
- o) The Collector of Stamps, Thane City pursuant to receipt of above referred application determined the proper stamp duty of Rs.4,20,855/- and penalty of Rs.1,85,180/- accordingly, challan



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- bearing no.1619 dtd.22/03/2010 came to be issued by the office of the Collector of Stamp, Thane City in respect of stamp duty of Rs.4,20,855/- and penalty of Rs.1,85,180/-which came to be paid by M/s. Yash Enterprises.
- p) Upon making payment of stamp duty and penalty as determined by the Collector of Stamp, Thane City, Shri. Gurunath Shantaram Patil & others and M/s. Yash Enterprises decided to execute Deed of Confirmation inter-alia for confirmation of the said Development Agreement.
- q) By Deed of Confirmation dtd.25/03/2010 (hereinafter referred to as "**the said Deed of Confirmation No.1**") executed between Shri. Gurunath Shantaram Patil & others and M/s. Yash Enterprises, Shri. Gurunath Shantaram Patil & others and M/s. Yash Enterprises confirmed and admitted execution of the said Development Agreement. The said Deed of Confirmation No.1 is registered in the office of Sub-Registrar of Assurances, Thane-2 under Sr. No.TNN2/03835/2010 on 25/03/2010.
- r) Pursuant to the said Deed of Confirmation No.1, Shri. Gurunath Shantaram Patil & Others executed Power of Attorney dtd.25/03/2010 (hereinafter referred to as "**the said Development POA**") in favour of M/s. Yash Enterprises for the purpose of development of the said Property. The said Development POA is registered in the office of Sub-Registrar of Assurances, Thane-2 under Sr. No.TNN2/245/2010 on 25/03/2010.
- s) M/s. Yash Enterprises despite of entered into the said Development Agreement r/w. the said Deed of Confirmation No.1 and the said Development POA couldn't proceed with the development of the said



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Property and for diverse reason it was not possible for M/s. Yash Enterprises to develop the said Property.

- t) Shri. Gurunath Shantaram Patil and M/s. Yash Enterprises held meeting by and between them and discussed the matter in detail and it is mutually agreed by and between them to grant and assign development right of the said Property to any prospective developer.
- u) By Agreement for Sale dtd. 28/01/2019 (hereinafter referred to as "**the said Agreement**") executed between M/s. Sagar Enterprise therein referred to as the Purchaser of one part and Shri Gurunath Shantaram Patil & others therein referred to as the Vendors of second part and M/s. Yash Enterprises therein referred to as the Confirming Party of third part. The Vendors therein with the consent and knowledge of the Confirming Party therein agreed to sell the said Property to and in favour of the Purchaser therein at or for consideration and upon the terms and conditions more particularly stated therein. The said Agreement is registered in the office of Sub-Registrar of Assurances, Thane-2 under Sr. No.TNN2 2953/ 2019 on 01/03/2019.
- v) Pursuant to the said Agreement, Shri Gurunath Shantaram Patil & others executed Power of Attorney dtd. 01/03/2019 (hereinafter referred to as "**the said Power of Attorney**") to and in favour of M/s. Sagar Enterprise inter-alia nominating and constituting M/s. Sagar Enterprise and its partners as their constituted attorney to do various acts, deeds, matters and things for and in respect of the said Property. The said Power of Attorney is registered in the office of Sub-Registrar of Assurances, Thane-2 under Sr. No.TNN2/2954/2019 on 01/03/2019.





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- w) Pursuant to the said Agreement, M/s. Yash Enterprises executed Substituted Power of Attorney dtd. 01/03/2019 hereinafter referred to as "**the said Substituted Power of Attorney**") to and in favour of M/s. Sagar Enterprise inter-alia substituting all the powers and authorities in favour of M/s. Sagar Enterprise which they have acquired from Shri Gurnath Shantaram Patil by and under the said Development Power of Attorney in respect of the said Property. The said Substituted Power of Attorney is registered in the office of Sub-Registrar of Assurances, Thane-2 under Sr. No. TNN2/2955/2019 on 01/03/2019.
- x) Shri Sanket Hanumant Jadhav one of the partner of M/s. Yash Enterprises died on 05/11/2017 however, the other partner of M/s. Yash Enterprises settled the account of late Sanket Hanumant Jadhav, with a view to avoid any dispute and confusion in future, M/s. Sagar Enterprise requested M/s. Yash Enterprises to get executed requisite documents from the legal heirs of late Sanket Hanumant Jadhav.
- y) In pursuance thereof, Deed of Confirmation dtd. 24/05/2019 (hereinafter referred to as "**the said Deed of Confirmation No.2**") came to be executed between M/s. Yash Enterprises and M/s. Sagar Enterprise and 1) Smt. Vidhya Sanket Jadhav and 2) Sanket Sanket Jadhav legal heirs of deceased partner Shri Sanket Hanumant Jadhav. The said Deed of Confirmation No.2 is registered in the office of Sub- Registrar of Assurances, Thane 5 under Sr. No. TNN5/8456/2019 on 24/05/2019.



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- y) By and under the said Deed of Confirmation No.2, 1) Smt. Vidhya Sanket Jadhav and 2) Sanket Sanket Jadhav legal heirs of deceased partner Shri Sanket Hanumant Jadhav have confirmed that the partners of M/s. Yash Enterprises (**the said Firm**) settled and cleared the account of Sanket Hanumant Jadhav as per his share in the said Firm and now nothing is payable by the said Firm to them.
- z) The legal heirs of deceased partner Sanket Hanumant Jadhav have further confirmed that, in view of settlement of the accounts by the said Firm of late Sanket Hanumant Jadhav, they ceased to have any right and claim in the property of the said Firm similarly, they have no right and authority interfere in state of affairs of the said Firm.
- aa) By and under the said Deed of Confirmation No.2, the legal heirs of deceased partner Sanket Hanumant Jadhav declare and confirm that, they are aware of execution of various documents referred in clause no. (R) of the said Deed of Confirmation No.2.i.e. 1) Agreement for Sale dtd. 28/01/2019, 2) Power of Attorney dtd. 01/03/2019 and 3) Substituted Power of Attorney dtd. 01/03/2019 for which they have no objection and hereby accord their irrevocable consent.
- bb) By and under the said Deed of Confirmation, the legal heirs of deceased partner Sanket Hanumant Jadhav declare and confirm that, in view of settlement of account of late Sanket Hanumant Jadhav by the said Firm, they ceased to have any right in the said Firm and undertake not to raise any dispute with regards to



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execution of the above said Documents referred in clause no. (aa) hereinabove in respect of the said Property.

- 5) By virtue of the said Agreement, the said Power of Attorney, the said Substituted Power of Attorney and the said Deed of Conveyance, yourselves have become owner of the said Property inter-alia became entitled to develop the same by obtaining the due sanction and approval from the local body.
- 6) Upon perusal of Search Report in respect of the Said Property, I have come across certain transaction and entry however, upon perusal and analysis thereof, in my opinion such transaction and entry shall not be deemed/construed as encumbrance on the Said Property which any way deemed/construed as adverse effect on file of the said Property.
- 7) At your request, I had caused to publish public notice in "Thane Vaibhav" newspaper on 11-10-2018 inter-alia inviting claim and objection of the third party if having in respect of the said Property however, pursuant to publication thereof, I have received claim and/or objection from M/s. Yash Enterprises inter-alia claiming right in the said Property by virtue of the said Development Agreement r/w. the said Deed of Confirmation and the said Development POA however, no other claim/s have been received from third party in respect of the said Property within stipulated period of 14 days even thereafter.
- 8) Since, M/s. Yash Enterprises have confirmed the execution and registration of the said Agreement and the said Power of Attorney and said Deed of conveyance in the capacity of the Confirming Party



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further, M/s. Yash Enterprises have also executed the said Substituted Power of Attorney in favour of M/s. Sagar Enterprise hence, the objection raised by M/s. Yash Enterprises pursuant to publication of public notice as aforesaid shall deemed have been waived by M/s. Yash Enterprises by virtue of confirming the said Agreement and the said Power of Attorney, said Deed of Conveyance and also executing the said Substituted Power of Attorney in favour of M/s. Sagar Enterprise.

9) You vide Letter dtd. 03-02-2021 has represented me that, no litigation/s in respect of said Property is pending in any court. Similarly, no restraining order is passed by any court of law in respect of the said property which anyway restrain the Owners i.e. M/s. Sagar Enterprise from carrying out development on the said Property as per the plan sanctioned and Commencement Certificate granted by Thane Municipal Corporation in respect of said Property.

10) **GENERAL:**

- (a) I have inspected the various document(s), revenue papers and orders referred in Annexure-A annexed herewith. I have for the purpose of issuance of this certificate of title, relied upon:-
- (i) Title documents in respect of the said Property;
  - (ii) Revenue records and orders in respect of the said Property.
- (b) A certificate, determination, opinion or the like will not be binding on an Indian Court or any Arbitrator or Judicial or Regulatory Body which would have to be independently satisfied, despite any provision in the documents to the contrary.



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- (c) This certificate has been so given at the request of the client to whom it is addressed.
- (d) This certificate of title is limited to the matters pertaining to Indian law (as on the date of this certificate) alone and I express no opinion on laws of any other jurisdiction.
- (e) For the purpose of this certificate of title, I have relied upon information relating to lineage, succession and title of the said Property, on the basis of revenue records and information provided to me by Yourselves. As the title of the said Property is a revenue based title, I have taken the 7/12 extracts as the root of title and have assumed the authenticity of the 7/12 extracts and the corresponding mutation entries. As it is settled law that, as per Section 157 of the Maharashtra Land Revenue Code, 1966, the entries made in the record of rights and a certified entry in the register of mutations are presumed to be true until contrary is proved or a new entry is lawfully substituted thereafter.
- 11) In view of the above, I hereby state that in my opinion, subject to whatever stated in Title Certificate dtd. 02/04/2019 r/w Supplementary Title Certificate dtd. 24/06/2019 and authenticity of the Confirmation Letter dtd. 03/02/2021 and subject to whatever stated hereinabove, the title of the Owners in respect of the said Property more particularly described in the Schedule hereunder written is clear and free from reasonable doubts and by virtue of the said Agreement, the said Power of Attorney, the said Substituted Power of Attorney and the said Deed of Conveyance, yourselves have become owner of the said Property inter-alia became entitled to develop the same as per the plans sanctioned



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and approved and Commencement Certificate granted by Thane Municipal Corporation. Title Certificate dtd. 02/04/2019 r/w. Supplementary Title Certificate dtd.24/06/2019 shall always be deemed and construed as forming and integral part of this Title certificate.

## **THE SCHEDULE ABOVE REFERRED TO :**

### **(THE SAID PROPERTY)**

**ALL THAT** piece or parcel of land bearing Survey No.3 Hissa No.4, adm. area 2970 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane, within the local limits of the Thane Municipal Corporation.

Date : 04/02/2021

Yours faithfully,



**(Sanjay B. Borkar)**

**Advocate**