

To,  
MahaRERA,  
Mumbai.

**LEGAL TITLE REPORT**

SUB: Title clearance certificate in respect of the lands properties  
described in Table below;

Properties	Old Survey No.	New Survey No.	Hissa No.	Land area in Sq. meters	Mutation Entry
1st Property	560	165	1	4846	7097
2nd Property	559	207	3	7170	7737
3rd Property	560	165	2	3460	7174

All of Revenue Village Bhayander, lying, being and situates at Bhayander (W), within the limits of Mira Bhayander Municipal Corporation, Taluka & District Thane, hereinafter collectively called as "the said properties".

We have investigated the title of the said plot of M/s. RATNARAJ INFRA LLP on the basis of search report, 7/12 extract and various registered linking documents handed over to us for the investigation of the title of the said property like;

- 1) Description of the property.
- 2) The Documents for assignment and transfer of the property.
- 3) 7/12 extract issued by Talathi Saja Bhayander in respect of Survey No.165/1 i.e. the 1<sup>st</sup> property of on 21/09/2022, for Survey No.207/3 i.e. the 2<sup>nd</sup> Property on 21/09/2022, for Survey

No.165/2 i.e. the 3<sup>rd</sup> Property on 21/09/2022 showing the name of the respective owners including M/s. SPAN CREATORS under M.E. No.7097, M.E. No.7737 and M.E. No.6174.

- 4) Search Report for 30 YEARS & more from the year 1990 till 2021.
- 5) Our Title Certificate dated 14/11/2022 shows the flow of the properties from then owners to the Promoters M/s. RATNARAJ INFRA LLP.

ON PERUSAL of the above mentioned documents and all other relevant documents relating to title of the said property we are on the opinion that the title of the Promoter M/s. RATNARAJ INFRA LLP is clear, marketable and without any encumbrances.

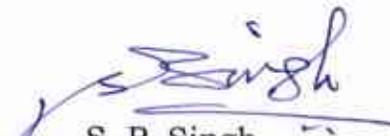
Owners of the Lands:

1. M/s. SPAN CREATORS is the owner of the land bearing Survey No.165/1, of Village Bhayander.
2. M/s. SPAN CREATORS is the owner of the land bearing Survey No.207/3, of Village Bhayander.
3. M/s. SPAN CREATORS is the owner of the land bearing Survey No.165/2, of Village Bhayander.
4. Amalgamated layout.

The report reflecting the flow of the title of M/s. RATNARAJ INFRA LLP for development and construction of BUILDING/ Wing-B on the part of the said land is enclosed herewith as annexure.

Encl: Annexure.

Place: BHAYANDER  
DATE: 14/11/2022

  
S. P. Singh  
Advocate, High Court

FORMAT-A

(Circular No.:-28/ 2021

FLOW OF THE TITLE OF THE SAID LANDS PROPERTIES DESCRIBED  
IN TABLE BELOW;

Properties	Old Survey No.	New Survey No.	Hissa No.	Land area in Sq. meters	Mutation Entry
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All of Revenue Village Bhayander, lying, being and situates at Bhayander (W), within the limits of Mira Bhayander Municipal Corporation, Taluka & District Thane, hereinafter collectively called as "the said properties".

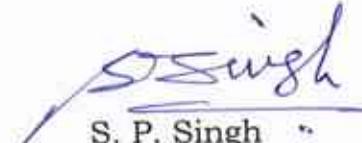
Sr. No.

- 1) 7/12 extract issued by Talathi Saja Bhayander in respect of Survey No.165/1 i.e. the 1<sup>st</sup> property of on 21/09/2022, for Survey No.207/3 i.e. the 2<sup>nd</sup> Property on 21/09/2022, for Survey No.165/2 i.e. the 3<sup>rd</sup> Property on 21/09/2022 showing the name of the respective owners including M/s. SPAN CREATORS and the said 7/12 extracts were verified online which stands in the name of the respective Owners from whom M/s. RATNARAJ INFRA LLP has purchased and obtained the development rights of the said building No. "B".

- 2) (a) Survey No.165, Hissa No.1 under Mutation Entry No.7097 stands in the name of M/s. Span Creators from whom M/s. RATNARAJ INFRA LLP has purchased the development rights.
- (b) Survey No.207, Hissa No.3 under Mutation Entry No.7737 stands in the name of M/s. Span Creators from whom M/s. RATNARAJ INFRA LLP has purchased the development rights.
- (c) Survey No.165, Hissa No.2 under Mutation Entry No.7174 stands in the name of M/s. Span Creators from whom M/s. RATNARAJ INFRA LLP has purchased the development rights.
- 3) Search Report for 30 YEARS & more from the year 1990 till 2021 taken from Sub-Registrar of Assurance at Thane from 1991 to 2021 (30 years) and on obtaining 7/12 & 6/12 Extract following details attached therein.
- 4) Our Title Certificate dated 11/11/2022 shows the flow of the properties from then owners to the Promoters M/s. RATNARAJ INFRA LLP in respect of a BUILDING/ Wing-B to be developed and construction as per the sanctioned plan.
- 5) Litigations if any : NIL.

Place: BHAYANDER

DATE: 14/11/2022

  
S. P. Singh  
Advocate, High Court

**TITLE CERTIFICATE**

**TO WHOM IT MAY CONCERN:**

**THIS IS TO CERTIFY** that we have investigated the title on the basis of documents provided by **M/s. S.B. BUILDERS AND DEVELOPERS LLP** in respect of the properties described in table below:

Properties	Old Survey No.	New Survey No.	Hissa No.	Land area in Sq. meters	Village
1 <sup>st</sup> Property	560	165	1	9110	Bhayander
2 <sup>nd</sup> Property	559	207	3	7170	Bhayander
3 <sup>rd</sup> Property	560	165	2	3460	Bhayander

All of Revenue Village Bhayander, lying, being and situates at Bhayander (W), within the limits of Mira Bhayander Municipal Corporation, Taluka & District Thane, hereinafter collectively called as "the said entire properties" and we found as follows;

**1<sup>st</sup> entire Property:**

1. The pieces and parcels of lands bearing Old Survey No.560, Hissa No.1, New Survey No.165, Hissa No.1 admeasuring 9110 sq. mtrs. or thereabouts (for brevity's sake hereinafter referred to as "the **said entire 1<sup>st</sup> property**"), which originally belonged to Hari Kastu Patil as being the owner of the said entire 1<sup>st</sup> property.
2. That the said Owner Hari Kastu Patil by a Deed of Conveyance dated 28<sup>th</sup> October 1969, registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No.BOM/4371/1969, had sold, transferred and conveyed the said larger land unto and in favour of Suresh Krishnarao Awaskar and 3 Others (each of the Owners has 1/4<sup>th</sup> undivided share, right, title and interest) of the entire 1<sup>st</sup> property; Save and except, the name of the said Suresh Krishnarao Awaskar, the names of 3 Other Purchasers under the said Conveyance dated 28<sup>th</sup>October 1969 came to be recorded, mutated and entered in the Revenue Records, as evident from

- 7/12 Extract of the entire 1<sup>st</sup> property vide Mutation Entry No.2651 dated 2<sup>nd</sup> August, 1970 as the Occupants thereof.
3. THAT the said Suresh Krishnarao Awaskar being one of the Co-Owners by and under a registered Deed of Conveyance dated 19<sup>th</sup> April 1973, had sold, transferred and conveyed his 1/4<sup>th</sup> undivided share, right, title and interest in the said entire 1<sup>st</sup> property unto and in favour of Nandlal Chelaram Gulani who was also Co-Owners having 1/4<sup>th</sup> undivided share, right, title and interest in the said entire 1<sup>st</sup> property and accordingly the said Nandlal Chelaram Gulani became entitled to 2/4<sup>th</sup> (i.e. 50%) undivided share, right, title and interest in the said entire 1<sup>st</sup> property. Simultaneously the said Suresh Krishnarao Awaskar had also authorized, appointed and nominated the said Nandlal Chelaram Gulani to do and perform various acts, deeds, things and matters as to his 1/4<sup>th</sup> undivided share, right, title and interest in the said entire 1<sup>st</sup> property vide Power of Attorney dated 23<sup>rd</sup> July, 1973;
4. THE SAID Nandlal Chelaram Gulani (having 50% undivided share) and Manohar Malhari Waghmare (having 1/4<sup>th</sup> undivided share) had jointly by a Development Agreement dated 5<sup>th</sup> February 1990, granted development right in respect of the said entire 1<sup>st</sup> property unto and in favour of Sunil Hiralal Agarwal on the terms and conditions therein. Simultaneously the said Nandlal Chelaram Gulani and Manohar Malhari Waghmare had also jointly authorized, appointed and nominated the said Sunil Hiralal Agarwal to do and perform various acts, deeds, things and matters to the extent of their joint 75% undivided share, right, title and interest in the said entire 1<sup>st</sup> property vide Power of Attorney dated 11<sup>th</sup> October, 1990.
5. THAT Nandlal Chelaram Gulani, Hashmukh Jamnadas Shah and Manohar Malhari Waghmare by a Development Agreement dated 23<sup>rd</sup> July 1995, had also agreed to grant development right in respect of the said entire 1<sup>st</sup> property unto and in favour of Sharad Chandrakant Naik, Vilas Chandrakant Naik, Priyanka Suresh Naik and Tejas Suresh Naik. Simultaneously the said Nandlal Chelaram Gulani and 2 Others had also executed a Power of Attorney dated 27<sup>th</sup> July, 1995 to and in favour of

Sharad Chandrakant Naik and 3 others and thereby granted various powers and authorities as mentioned therein.

6. THAT the said Sharad Chandrakant Naik and 3 Others had jointly executed a Declaration 12<sup>th</sup> July 2004, registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN-7/04153 of 2004, inter alia, confirming execution of the said Development Agreement dated 23<sup>rd</sup> July, 1995 and the Power of Attorney dated 27<sup>th</sup> July, 1995.
7. That the said Nandlal Chelaram Gulani died intestate on 24<sup>th</sup> July, 2007 leaving behind him his widow by name Deepa Nandlal Gulani, 3 (three) daughters, namely, Rakhi Nandlal Gulani, Heena Nandlal Gulani and Karuna Nandlal Gulani as his only heirs and legal representatives.
8. THAT by an Agreement for Sale dated 31<sup>st</sup> May 2014, the heirs of the said deceased Nandlal Chelaram Gulani had agreed to sell their undivided share, right, title and interest in the said entire 1<sup>st</sup> property unto and in favour of Kalpesh Roopchand Jain and Ajay Ramchandra Mishra for the consideration mentioned therein and by a Power of Attorney dated 31<sup>st</sup> May, 2014 authorized the said Kalpesh Roopchand Jain and another to do and perform various acts, deeds, things and matters in respect of their undivided share in the entire 1<sup>st</sup> property.
9. THAT the said Hashmukh Jamnadas Shah Alias Hashmukhrai Jamnadas Filidia by a Deed of Conveyance dated 9<sup>th</sup> December 2014, registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN-2/10099/2014, executed in favour of the said Sharad Chandrakant Naik and 3 Others.
10. THAT the said Manohar Malhari Waghmare being one of the Co-Owners having 1/4<sup>th</sup> undivided share, right, title and interest in the said entire 1<sup>st</sup> property died intestate on 22<sup>nd</sup> June, 2011 leaving behind him Lata Manohar Waghmare, Jyoti Prakash Chavan, Suchitra Suresh Gore, Daksha Manohar Waghmare and Atul Manohar Waghmare as his only heirs and legal representatives.
11. THAT the said Lata Manohar Waghmare and 4 Others being the heirs of the said deceased Manohar Malhari Waghmare by a Deed of Conveyance dated 24<sup>th</sup> July 2014, registered with the Sub-Registrar of Assurances at Thane under Serial

- No.TNN-7/5900/2014, had sold, transferred and conveyed their (1/4<sup>th</sup>) undivided share, right, title and interest in respect of the said entire 1<sup>st</sup> property unto and in favour of Kalpesh Kaporchand Jain and Surekha Suresh Narkhede.
12. THAT the said Deepa Nandlal Gulani and 3 Others (being the heirs of the said Nandlal Malhari Gulani) by a Deed of Conveyance dated 12<sup>th</sup> August 2014, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN-10/9917/2014, alongwith the consent and confirmation of Sunil Hiralal Agarwal, Kalpesh Kapoorchand Jain and Ajay Ramchandra Mishra had sold, transferred and conveyed their 50% undivided share, right, title and interest in respect of the said entire 1<sup>st</sup> property unto and in favour of M/s. **SPAN CREATORS**; at or for the consideration and on the terms and conditions recorded therein.
13. THAT by a Deed of Conveyance dated 22<sup>nd</sup> August 2014, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN-10-10468-2014, the said Kalpesh Kapoorchand Jain (Sole Proprietor of M/s. Sankeshwar Enterprises) and Surekha Suresh Narkhede, with the consent and confirmation of Tarachand N. Shah had sold, transferred and conveyed their undivided 25% share, right, title and interest in respect of the said entire 1<sup>st</sup> property unto and in favour of M/s. **SPAN CREATORS**.
14. THAT the said Smt. Kshitija Vilas Naik, Kshipra Vilas Naik, Gargi Vilas Naik and Vedang Vilas Naik by an Agreement for Sale dated 15<sup>th</sup> April 2017, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN-7/4921/2017 had agreed to sell, transfer and assign their undivided 1/3<sup>rd</sup> share in the said entire 1<sup>st</sup> property unto and in favour of Maxus Prime Realty LLP; at or for the consideration recorded therein and by a Power of Attorney dated 15<sup>th</sup> April 2017, registered with the sub-Registrar of Assurances at thane under Serial No.TNN-7/4922/2017, authorized, appointed and nominated the said Maxus Prime Realty LLP in respect of their said undivided share, right, title and interest in the said entire 1<sup>st</sup> property.

15. In the manner aforesaid, the M/s. **SPAN CREATORS** are the Owners and are absolutely seized and possessed of and/or well and sufficiently entitled to 75% (3/4<sup>th</sup>) undivided share, right, title and interest in the said entire 1<sup>st</sup> property.
16. THAT the said Yogesh Sharad Naik and Others being the heirs of Sharad Chandrakant Naik, Kshitija Vilas Naik and Others being the heirs of Vilas Chandrakant Naik and the said Priyanka Suresh Naik and Others being the heirs of Suresh Naik had disputed the claim of ownership of 75% undivided share in the said entire 1<sup>st</sup> property by the Owners herein, which came to be settled and by a Deed of Release dated 4<sup>th</sup> October 2017, executed between the Owners herein therein called the Releasors and the said Yogesh Sharad Naik and Others therein called the Releasees, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN/2798/2017, the Parties thereto have recorded their mutual settlement as mentioned.
17. By virtue of the aforesaid documents, deeds including Deed of Release as referred above and presented before us M/s. **SPAN CREATORS** herein became entitled to the piece and parcel of land or ground bearing Old Survey No.560, New Survey No.165, Hissa No.1(Part) admeasuring 4846 sq.mtrs., situate, lying and being at Revenue Village Bhayander, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of Mira-Bhayander Municipal Corporation, hereinafter referred to as "**the said 1<sup>st</sup> property**".

2<sup>nd</sup> Property & 3<sup>rd</sup> Property:

- i. The pieces and parcels of lands properties described in the table below:

Properties	Old Survey No.	New Survey No.	Hissa No.	Sq. Meters
2 <sup>nd</sup> Property	559	207	3	7170
3 <sup>rd</sup> Property	560	165	2	3460
TOTAL				10630

All of Revenue Village BHAYANDER, lying, being and situates at Bhayander (W), Taluka & District Thane, within the limits of Mira Bhayander Municipal

Corporation, hereinafter referred to as "the said 2<sup>nd</sup> & 3<sup>rd</sup> properties", which belonged to SHRI MUKUND JEEVAN PATIL as owner of the said properties who died in or about 1955 as per 6/12 record maintain by Talathi, leaving behind his son Shri Tukaram Mukund Patil as his only heir and legal representative.

- ii. The owner Shri Tukaram Mukund Patil also died intestate in or about 1969 as per 6/12 record maintain by Talathi, leaving behind his widow by name Smt. Parvati Tukaram Patil, 3 (three) Sons namely; Shri Gajanan Tukaram Patil, Shri Jagannath Tukaram Patil, and Shri Kedarnath Tukaram Patil, and 5 Five Married Daughters namely; Smt. Shantibai Sadanand Patil, Smt. Pushpa Moreshwar Patil, Smt. Kalavati Vasant Patil, Smt. Jayshree Avil Kamble and Janakibai Tukaram Patil as his heirs and legal representatives entitled to the estate of the deceased including the said 2<sup>nd</sup> & 3<sup>rd</sup> properties and accordingly their names entered into the 7/12 extract of the said 2<sup>nd</sup> & 3<sup>rd</sup> properties as owners. The said Jankibai Tukaram Patil unmarried daughter died on 10/07/1977 and accordingly her name was removed from the 7/12 extract of the said 2<sup>nd</sup> & 3<sup>rd</sup> properties. The said Shri Jagannath Tukaram Patil was a bachelor and he died on 04/11/1990 and accordingly his name was removed from the 7/12 extract of the said 2<sup>nd</sup> & 3<sup>rd</sup> properties.
- iii. THAT the undivided share of late Jankibai Tukaram Patil and late Shri Jagannath Tukaram Patil in the said 2<sup>nd</sup> & 3<sup>rd</sup> properties devolved upon Smt. Parvati Tukaram Patil, Shri Gajanan Tukaram Patil, Shri Kedarnath Tukaram Patil, Smt. Shantibai Sadanand Patil, Smt. Pushpa Moreshwar Patil and Smt. Kalavati Vasant Patil, Smt. Jayshree Avil Kamble.
- iv. THAT the said Shri Kedarnath Tukaram Patil, died intestate on 16/10/1993 leaving behind his widow Smt. Geetabai Kedarnath Patil and a daughter Bhamini Kedarnath Patil as his heirs and legal representatives entitled to the undivided share of the deceased in the said 2<sup>nd</sup> & 3<sup>rd</sup> properties and accordingly their names entered into the 7/12 extract of the said 2<sup>nd</sup> & 3<sup>rd</sup> properties.
- v. THAT the said Owners (1) Smt. Parvatibai Tukaram Patil, (2) Shri Gajanan

Tukaram Patil, (3) Shri Dayanand Gajanan Patil, (4) Ms. Nayana Gajanan Patil, (5) Ms. Kalpana Gajanan Patil, (6) Ms. Charulata Gajanan Patil, (7) Smt. Geetabai Kedarnath Patil, (8) Smt. Shantibai Sadanand Patil, (9) Smt. Pushpa Moreshwar Patil, (10) Smt. Kalavati Vasant Patil, (11) Smt. Jayshree Avil Kamble and (12) Ms. Kamini Kedarnath Patil, by an Agreement dated 29/10/1993 agreed to sell, assign and transfer the said 2<sup>nd</sup> & 3<sup>rd</sup> properties to SHRI GAURISHANKAR GOVARDHAN TODI at the consideration price and on the terms and conditions mentioned therein. Simultaneously the said original owners had also executed a General Power of Attorney in favour of Shri Gaurishankar Govardhan Todi and thereby granted various powers and authorities inter alia to sell the said 2<sup>nd</sup> & 3<sup>rd</sup> properties and execute conveyance thereof.

- vi. THAT the said Shri Gaurishankar Govardhan Todi in turn, by an Agreement dated 11/09/1994 agreed to sell, assign and transfer the said 2<sup>nd</sup> & 3<sup>rd</sup> properties to SHRI SHYAMSUNDER RADHESHYAM AGARWAL at the consideration price and on the terms and conditions mentioned therein. Simultaneously the said Shri Gaurishankar Govardhan Todi had also executed a General Power of Attorney in favour of the SHRI SHYAMSUNDER RADHESHYAM AGARWAL and thereby granted various powers and authorities inter alia to sell the said 2<sup>nd</sup> & 3<sup>rd</sup> properties and execute conveyance thereon. In part performance of the said Agreement the said Shri Gaurishankar Govardhan Todi had handedover the peaceful and vacant possession of the said 2<sup>nd</sup> & 3<sup>rd</sup> properties to Shri Shyamsunder Radheshyam Agarwal.
- vii. THAT the said Owners Smt. Parvatibai Tukaram Patil and Others alongwith the confirmation of Shri Gaurishankar Govardhan Todi jointly executed a Sale Deed dated 19/04/1996, sold, assigned, transferred and conveyed the said 2<sup>nd</sup> & 3<sup>rd</sup> properties to and in favour of Shri Shyamsunder Radheshyam Agarwal and Shri Murlidhar Radheshyam Agarwal.
- viii. THAT the said Shri Shyamsunder Radheshyam Agarwal and Shri Murlidhar

Radheshyam Agarwal had filed a Special Civil Suit No.118 of 2004 in the Court of Civil Judge (S.D.), Thane at Thane against Smt. Parvatibai Tukaram Patil & Others and also against Shri Gaurishankar G. Todi for seeking an order of declaration and injunction in respect of the said 2<sup>nd</sup> & 3<sup>rd</sup> properties. The Parties to the Special Civil Suit No.118 of 2004 had settled their dispute and accordingly filed a Consent Term in the said suit and by virtue of the said Consent Term, the said Shri Shyamsunder Radheshyam Agarwal and Shri Murlidhar Radheshyam Agarwal became the absolute owners of the said 2<sup>nd</sup> & 3<sup>rd</sup> properties.

ix. THAT the names of the said Shri Shyamsunder Radheshyam Agarwal and Shri Murlidhar Radheshyam Agarwal had recorded in the 7/12 extract of the said properties by a Mutation Entry No.6073, dated 03/05/2005 on the basis of a Consent Decree, dated 06/04/2005 passed by the Ld. Civil Judge (S.D.), Thane in Special Civil Suit No.118 of 2004 filed by the parties to the said suit in the Court of Civil Judge (S.D.), Thane in respect of the said 2<sup>nd</sup> & 3<sup>rd</sup> properties.

x. IN FURTHER DEVELOPMENT in respect of the said 2<sup>nd</sup> & 3<sup>rd</sup> properties it was subsequently revealed that the Original Owner Shri Mukund Jeeva Patil had 3 daughters also in addition to his only son Shri Tukaram Mukund Patil whose name alone was appearing in the Record of Rights. The said 3 married Daughters viz. (1) Smt. Barkubai Waman Patil, (2) Smt. Shanivaribai D. Mahatre and (3) Smt. Jammunabai Narayan Patil have so far died however their heirs filed a Suit No.545 of 2010 in the Court of Civil Judge Senior Division at Thane thereby claiming their rights and shares in the various properties including the said 2<sup>nd</sup> & 3<sup>rd</sup> properties. The heirs of the said 3 daughters had an interaction with the Shri Shyamsunder Radheshyam Agarwal and Shri Murlidhar Radheshyam Agarwal and by understanding the entire implications of the transactions proceeded to withdraw their claims against the Shri Shyamsunder Radheshyam Agarwal and Shri Murlidhar Radheshyam Agarwal in the court under the aforesaid suit, thus by the Order dated 08/10/2013 the court allowed to delete the names of the Shri Shyamsunder Radheshyam Agarwal and Shri Murlidhar Radheshyam Agarwal

abovenamed from the list of the Defendants and subsequently by Order dated 29/01/2014 the same court allowed to delete the 2<sup>nd</sup> & 3<sup>rd</sup> properties i.e. the properties mentioned herein and in the circumstances the said properties is free from all claims from the said daughter and the Shri Shyamsunder Radheshyam Agarwal and Shri Murlidhar Radheshyam Agarwal non-suited thereby.

- xi. That the said Shri Shyamsunder Radheshyam Agarwal and Shri Murlidhar Radheshyam Agarwal after purchasing and acquiring the said 2<sup>nd</sup> & 3<sup>rd</sup> properties from its owners have intended to sell the said 2<sup>nd</sup> & 3<sup>rd</sup> properties to the M/s. SPAN CREATORS and the parties hereto interacted together and agreed upon the terms and executed a Memorandum of Understanding dated 22/08/2013 and Shri Shyamsunder Radheshyam Agarwal & Another thereby agreed to sell, assign and transfer the said 2<sup>nd</sup> & 3<sup>rd</sup> properties to M/s. Span Creators, however on account of some difference of opinions M/s. Span Creators were compelled to institute a Special Civil Suit No.251 of 2014 against the Shri Shyamsunder Radheshyam Agarwal & Another herein for specific performance in the Thane Civil Court. In the mean time the Shri Shyamsunder Radheshyam Agarwal & Another and the M/s. Span Creators shorted out their disputes and settled the terms and accordingly filed the Consent Term in the above suit and thereby settled the matter and obtained the Consent Decree in the said suit. In the circumstances and by virtue of the terms of the said Consent Terms the SHRI SHYAMSUNDER RADHESHYAM AGARWAL AND SHRI MURLIDHAR RADHESHYAM AGARWAL agreed to execute the conveyance in favour of M/s. SPAN CREATORS Subject To payment of full consideration.
- xii. THIS IS TO CERTIFY THAT as per the terms of the said Consent Terms the said SHRI SHYAMSUNDER RADHESHYAM AGARWAL and SHRI MURLIDHAR RADHESHYAM AGARWAL by a Conveyance Dated 12/12/2014 duly registered under Doc. No.TNN-7/9269/2014 dated 12/12/2014 sold, assigned, transferred and conveyed the said 2<sup>nd</sup> & 3<sup>rd</sup> properties to M/s. SPAN CREATORS and thereby the said M/s. Span Creators paid the

consideration price of the said 2<sup>nd</sup> & 3<sup>rd</sup> properties to SHRI SHYAMSUNDER RADHESHYAM AGARWAL and SHRI MURLIDHAR RADHESHYAM AGARWAL. Simultaneously the said Shri Shyamsunder Radheshyam Agarwal & Another has also executed a General Power of Attorney duly registered in favour of the partners of M/s. Span Creators and thereby granted various powers and authorities as mentioned therein. The said Shri Shyamsunder Radheshyam Agarwal & Another had also handed over the peaceful and vacant possession of the said 2<sup>nd</sup> & 3<sup>rd</sup> properties to M/s. Span Creators, free from all encumbrances, claims and demands.

It appears that in the manner aforesaid M/s. Span Creators have purchased and acquired the said 1<sup>st</sup> property, 2<sup>nd</sup> property and 3<sup>rd</sup> property as described in table below:

Properties	Old Survey No.	New Survey No.	Hissa No.	Land area in Sq. meters	Mutation Entry
1 <sup>st</sup> Property	560	165	1	4846	7097
2 <sup>nd</sup> Property	559	207	3	7170	7737
3 <sup>rd</sup> Property	560	165	2	3460	7174

All of Revenue Village Bhayander, lying, being and situates at Bhayander (W), within the limits of Mira Bhayander Municipal Corporation, Taluka & District Thane, hereinafter collectively called as "**the said properties**" and accordingly the names of M/s. Span Creators appears in the Land Records including the 7/12 extract of as absolute owners.

THIS IS TO CERTIFY that as per the D. P. of Mira Bhayander Municipal Corporation (MBMC) some part of the said properties are falling under reservation and the same had been handed over to MBMC and accordingly the TDR by way of DRC or Set-back FSI of that area has been issued to and in the name of M/s. Span Creators. The owner M/s. Span Creators through its Architect amalgamated the said properties and prepared a single layout development plan for construction of various buildings on the said properties by obtaining necessary sanctions and approvals and MBMC has granted its



Flat No. B/204,  
Ram-Isha Apartment,  
Indralok, Phase - 1,  
Bhayander (E) - 401 105.  
Tel.: 022-35581100  
Cell : 98217 10565  
98706 87378

**S. P. SINGH**  
**VIKAS SINGH**  
**V. P. SINGH**  
**ADVOCATES HIGH COURT**

Markande Niwas, H. T. Road,  
Kajupada, Borivali (E),  
Mumbai - 400 066  
vedprakashsingh7@yahoo.com

sanctions and approvals for construction of buildings on the amalgamated part of lands. The Owners had assigned the development rights of 1 building known as the said area of 1353.62 sq. mtrs. on which the building known as "ANNAPURNA AQUARIOUS" to M/s. Annapurna Properties who had constructed a building on that part of property. It appears from the record that the owners have revised the plan as per UDCPR, 2020 and submitted the said to MBMC for obtaining the benefits of available FSI on the said property with a proposal for construction of 4 (four) Buildings/Wings, namely, Wing "A", Wing "B", Wing "C" and Wing "D" on the remaining amalgamated part of the said properties.

THIS IS TO CERTIFY THAT the owner M/s. Span Creators agreed to sell the said respective buildings Building No.A, B, C and D to its respective purchasers on development area sharing basis and on outright as described in the respective Development Agreement and/or Agreement to Assignment on such terms and conditions and for the considerations as mentioned therein.

IT APPEARS FROM THE REGISTERED DOCUMENTS (1) the said M/s. Span Creator by an Agreement to Assignment dated 31/03/2022 duly registered under Doc. No.TNN-4/6270/2022 dated 08/04/2022 agreed to sell, assign and transfer the development right of Building/Wing-A to M/s. S. B. Builders and Developers LLP for the considerations upon the terms and conditions mentioned therein and (2) the said M/s. Span Creator by an Agreement to Assignment dated 31/03/2022 duly registered under Doc. No.TNN-4/6250/2022 dated 08/04/2022 agreed to sell, assign and transfer the development right of Building/Wing-B to M/s. Ratnaraj Infra LLP for the considerations upon the terms and conditions mentioned therein and (3) the said M/s. Span Creator by a Development Agreement dated 31/03/2022 duly registered under Doc. No.TNN-4/6263/2022 dated 08/04/2022 agreed to assign and transfer the development right of Building/Wing-C on area sharing basis to M/s. Ratnaraj Infra LLP upon the terms and conditions mentioned therein and (4) the said M/s. Span Creator by a Development Agreement dated 14/09/2022 duly registered under Doc. No.TNN-4/15483/2022 dated 14/09/2022 agreed to assign and transfer the



Flat No. B/204,  
Ram-Isha Apartment,  
Indralok, Phase - 1,  
Bhayander (E) - 401 105.  
Tel.: 022-35581100  
Cell : 98217 10565  
98706 87378

**S. P. SINGH**  
**VIKAS SINGH**  
**V. P. SINGH**  
**ADVOCATES HIGH COURT**

Markande Niwas, H. T. Road,  
Kajupada, Borivali (E),  
Mumbai - 400 066  
vedprakashsingh7@yahoo.com

development right of Building/Wing-D on area sharing basis to M/s. Sai Shakti Creation upon the terms and conditions mentioned therein.

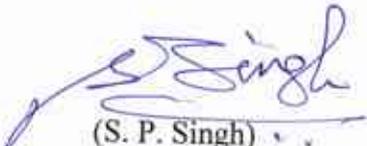
THIS IS TO FUTRHER CERTIFY that the said M/s. SPAN CREATORS, after acquiring the rights of development, construction of building and sale of flats from the parties above named and after acquiring the requisite permissions, sanctions and approvals from the authorities concerned, M/s. Span Creators have sold, assigned and transferred the aforesaid development rights on area sharing basis in respect of a **BUILDING/ Wing-A** to M/s. S.B. BUILDERS AND DEVELOPERS LLP, a Limited Liability Partnership registered, having its Office at 3, Griraj, Salasar Brij Bhoomi, Near Flyover Bridge, 150 Road, Bhayander (West), District Thane – 401 101, through its Partners (1) SHRI RAJKUMAR M. MUTHA and (2) M/s. SALASAR NORTH EAST BUILDERS LLP., Through its one of the Authorized Signatory: SHRI ANAND RAMPRASAD AGRAWAL, by an Agreement to Assignment dated 31/03/2022 duly registered under Doc. No.TNN-4/6270/2022 dated 08/04/2022 along with an Irrevocable General Power of Attorney of same date duly registered with all powers to deal with the said property and said rights including sale of flat and execute Conveyance in favour of Co Operative Housing Society formed by flat purchasers.

FROM the Revenue records, searches and documents placed before us and duly verified, examined and investigated by us, we hereby CERTIFY that the title of the Owners as named hereinabove in respect of the said property is clear, marketable and free from all encumbrances.

THUS the rights of development and construction of building/s and sale of flats granted, conferred and assigned to M/s. S.B. BUILDERS AND DEVELOPERS LLP as within mentioned is valid and subsisting and they are entitled to proceed with.

Place: BHAYANDER

Date: 14/11/2022

  
(S. P. Singh)

Advocate, High Court