

TITLE CERTIFICATE

This is to certify that under the instruction of my client, **OM SHREE TIRUPATI BALAJI BUILDERS**, a Partnership firm duly registered under the Indian Partnership Act, 1932, and having their address at Shop No. 14 & 15, Venkateshwara Building, Station Road, Bhayandar (West), Thane 401 101, I have conducted an investigation of title in respect of all that piece and parcels of land bearing;

[1] **Old Survey No. 360, New Survey No. 65, Hissa No. 6A**, area admeasuring **370 sq. meters**, lying, being and situated at Village Bhayandar, Tal. & Dist. Thane.

[2] **Old Survey No. 360, New Survey No. 65, Hissa No. 11**, area admeasuring **300 sq. meters**, lying, being and situated at Village Bhayandar, Tal. & Dist. Thane.

[3] **Old Survey No. 363, New Survey No. 66, Hissa No. 1**, area admeasuring **560 sq. meters** lying, being and situated at Village Bhayandar, Tal. & Dist. Thane.

[4] **Old Survey No. 363, New Survey No. 66, Hissa No. 3**, area admeasuring **100 sq. meters** lying, being and situated at Village Bhayandar, Tal. & Dist. Thane.

[5] **Old Survey No. 362, New Survey No. 72, Hissa No. 1**, area admeasuring **300 sq. meters**, lying, being and situated at Village Goddev, Tal. & Dist. Thane.

[6] **Old Survey No. 362, New Survey No. 72, Hissa No. 3**, area admeasuring **960 sq. meters** lying, being and situated at Village Goddev, Tal. & Dist. Thane &

[7] **Old Survey No. 362, New Survey No. 72, Hissa No. 4**, area admeasuring **280 sq. meters** lying, being and situated at Village Goddev, Tal. & Dist. Thane, &

[8] **Old Survey No. 363, New Survey No. 66, Hissa No. 4**, area admeasuring **350 sq. meters** lying, being and situated at Village Bhayandar, Tal. & Dist. Thane all within the limits of Mira Bhayandar Municipal Corporation (hereinafter collectively referred to as 'the said Property') based on the documents provided by my client and have to state as follows: -



For the purposes of this Title Certificate:

- A. I have perused the title documents more particularly as set out hereinafter and have relied upon the 7/12 extract of the captioned property. I have not inspected the originals of the title documents set out hereinafter.
- B. I was provided with revenue records i.e. 7/12 extract & Mutation Entries of said property.
- C. Since my scope of work does not include considering aspects within the domain of an architect and surveyor, I have not carried out any physical inspection of the properties nor have commented on the development aspects of the captioned property.
- D. I have relied upon the 8 distinct Search Report dated 05.04.2023, issued by Amit Kadam, Search Report dated 28.12.2023 issued by Sharad N. Pawar and Search Report dated 14.03.2024, issued by Sanjay D. Sawardekar, taken for the year 1994 to 2024 **(for 31 years)**.
- E. Since verifying pending litigations in respect of properties becomes difficult due to various reasons including (i) litigations can be filed/instituted in various forum depending upon the relief claimed; and/or (ii) records of litigations maintained by courts and other authorities (judicial or otherwise) are not updated nor maintained descriptively and are not easily available/accessible; and/or (iii) no registers are maintained in respect of matters referred to arbitration, I have not conducted any searches before any court of law or before any other authority (judicial or otherwise) to verify whether the captioned property is subject matter of any litigation.

I have assumed that:-

- the documents provided to me accurately reflect the transactions contained therein;
- the mutation entries and other revenue records, which are not available do not have any adverse effect on the title of the properties;

- the persons executing the documents have the necessary authority to execute the same;
- all documents/records submitted to me as photocopies confirm to the originals and all such originals are authentic and complete;
- all signatures and seals on any documents/records submitted to me are genuine.
- wherever any minors' rights are involved the same have been dealt with by their natural guardian for legal necessity and the same have not been challenged by such minors upon their attaining majority; and

Based on the aforesaid, I have to report as under:

Re: All that piece and parcel of land bearing

[1] **Old Survey No. 360, New Survey No. 65, Hissa No. 6A**, area admeasuring **370 sq. meters** lying, being and situated at Village Bhayandar, Tal. & Dist. Thane,

[2] **Old Survey No. 360, New Survey No. 65, Hissa No. 11**, area admeasuring **300 sq. meters**, lying, being and situated at Village Bhayandar, Tal. & Dist. Thane,

[3] **Old Survey No. 363, New Survey No. 66, Hissa No. 1**, area admeasuring **560 sq. meters** lying, being and situated at Village Bhayandar, Tal. & Dist. Thane,

[4] **Old Survey No. 363, New Survey No. 66, Hissa No. 3**, area admeasuring **100 sq. meters** lying, being and situated at Village Bhayandar, Tal. & Dist. Thane,

[5] **Old Survey No. 362, New Survey No. 72, Hissa No. 1**, area admeasuring **300 sq. meters**, lying, being and situated at Village Goddev, Tal. & Dist. Thane,

[6] **Old Survey No. 362, New Survey No. 72, Hissa No. 3**, area admeasuring **960 sq. meters** lying, being and situated at Village Goddev, Tal. & Dist. Thane &

[7] **Old Survey No. 362, New Survey No. 72, Hissa No. 4**, area admeasuring **280 sq. meters** lying, being and situated at Village Goddev, Tal. & Dist. Thane, &

[8] Old Survey No. 363, New Survey No. 66, Hissa No. 4, area admeasuring **350 sq. meters** lying, being and situated at Village Bhayandar, Tal. & Dist. Thane all within the limits of Mira Bhayandar Municipal Corporation.

First Property:

- [1] Originally, one Mr. Inas Anthon Damel alias D'mello, Mr. Manvel Anthon Damel alias D'mello and Mr. Calmet Anthon Damel alias D'mello were the joint owners of non-agricultural land bearing Old Survey No. 360, New Survey No. 65, Hissa No. 6, admeasuring 1290 sq. meters, assessed at Rs.1.37 Ps. situate, lying and being at Village Bhayandar, Taluka and District Thane and within the limits of Mira Bhayandar Municipal Corporation, (for short hereinafter referred to as the "**First Property**").
- [2] Mr. Inas Anthon Damel alias D'mello was a Catholic and he had 1/3rd undivided right, title, interest and share in the First Property.
- [3] Mr. Inas Anthon Damel alias D'mello was governed by the provisions of Indian Succession Act, 1925 who died intestate on 10th May, 1976 leaving behind two sons namely Mr. Alvecious Inas Damel alias Aloysius Inas D'mello alias Damel, Mr. Godarn Inas Damel alias D'mello, three daughters namely Ms. Maribai Inas Damel alias D'mello (since deceased), Mrs. Lilly Brass Bapista and Mrs. Frida Gregory Fonseca nee Ms. Fidabai Inas Damel alias D'Mello (since deceased) as his heirs and legal representatives entitled to the 1/3rd undivided share of the deceased in the First Property.
- [4] Mr. Alvecious Inas Damel alias Aloysius Inas D'mello alias Damel died intestate on 12th May, 1999 leaving behind Mrs. Gracy Aloysius D'Mello, a son by name Mr. Valerian Aloysius D'Mello as his heirs and legal representatives entitled to the undivided share of the deceased in the First Property.
- [5] Ms. Maribai Inas Damel alias D'mello a Spinster, who died intestate on 18th November, 2008 leaving behind her two brothers namely Mr. Alvecious Inas Damel alias Aloysius Inas D'mello alias Damel, Mr. Godarn Inas Damel alias Godarn Ignitaius D'mello, two sisters namely Mrs. Lilly Brass Bapista and Mrs. Frida Gregory Fonseca nee Ms. Fidabai



Inas Damel alias D'Mello as her heirs and legal representatives entitled to the undivided share of the deceased in the First Property.

- [6] Mrs. Lilly Brass Baptista died intestate on 12th January, 2014 leaving behind her two sons namely Mr. Macman Brass Baptista and Mr. Hejin Brass Baptista as her heirs and legal representatives entitled to the estate of the deceased including the First Property.
- [7] Mr. Macman Brass Baptista died intestate on 29th May, 2014 leaving behind his widow by name Mrs. Judith Macman Baptista, a son by name Mr. Marvel Macman Baptista and a daughter by name Ms. Macjulina Macman Baptista as his heirs and legal representatives entitled to the undivided share of the deceased in the First Property.
- [8] Mrs. Frida Gregory Fonseca nee Ms. Fidabai Inas Damel alias D'Mello died intestate on 22nd September, 2020 leaving behind her widower Mr. Gregory Vincent Fonseca as her only heir and legal representative entitled to the undivided share of the deceased in the First Property.
- [9] By a Mutation Entry No. 3804, the names of Mr. Alvecious Inas Damel alias Aloysius Inas D'mello alias Damel, Mr. Godam Inas Damel alias Godam Ignitaius D'mello, Miss. Maribai Inas Damel alias D'mello, Mrs. Lilly Brass Baptista and Mrs. Frida Inas Damel alias D'mello came to be recorded in the 7/12 extract of the First Property as the heirs of late Mr. Inas Anthon Damel alias D'mello.
- [10] Mr. Kalmet Anthon Damel alias D'mello was a Catholic and he had 1/3rd undivided right, title, interest and share in the First Property.
- [11] Mr. Kalmet Anthon Damel alias D'mello died intestate on 9th March, 1969 leaving behind his son by name Mr. Lancelott Kalmet Damel, who was a bachelor and a married daughter by name Mrs. Cynthia Miranda alias Cynthia Marry Miranda as his heirs and legal representatives entitled to the 1/3rd undivided share of the deceased in the First Property.

- [12] By a Mutation Entry No. 5510, dated 13th May, 1993, the names of Mr. Lancelott Kalmet Damel and Mrs. Cynthia Miranda came to be recorded in the 7/12 extract of the First Property as the heirs of late Mr. Kalmet Anthon Damel alias D'mello.
- [13] Mr. Lancelott Calmet Damel alias Fr. Yesupriya D'mello during his lifetime had given up his share in the First Property in favor of his married sister by name Mrs. Cynthia Miranda alias Cynthia Marry Miranda.
- [14] Mr. Lancelott Calmet Damel alias Fr. Yesupriya D'mello died intestate on 4th July, 2007 leaving behind his sister by name Mrs. Cynthia Miranda alias Cynthia Marry Miranda as a sole heir of the deceased.
- [15] Mr. Manvel Anthon Damel alias D'mello was a Catholic and he had 1/3rd undivided right, lile, interest and share in the First Property.
- [16] Mr. Manvel Anthon Damel alias D'mello died intestate on 27th January, 2002 leaving behind him three daughters Mrs. Stella M. Bhonsale, Mrs. Celin Willam Creado, Miss Agatha Manuel D'mello, two sons namely Mr. Albert Manvel D'mello and Mr. Victor Manvel D'mello (since deceased) as his heirs and legal representatives entitled to the 1/3rd undivided share of the deceased in the First Property.
- [17] Mr. Victor Manvel D'mello was a bachelor, who died intestate on 19th February, 2022 leaving behind his three sisters namely Mrs. Stella M. Bhonsale, Mrs. Celin Willam Creado, Miss Agatha Manuel D'mello and a brother by name Mr. Albert Manvel D'mello as his heirs and legal representatives entitled to the undivided share of the deceased in the First Property.
- [18] In the premises aforesaid, Mrs. Stella Markas Bhonsale, Mr. Albert Manvel D'mello, Mrs. Celin Willam Creado alias Crrado, Miss Agatha Manuel D'mello, Mrs. Gracy Aloysius D'mello, Mr. Valerian Aloysius D'mello, Mrs. Judith Macman Baptista, Miss Macjulina Macman Baptista, Mr. Manuel Macman Baptista, Mr. Hejin Brass Baptista, Mr. Gregory Vinsent Fonseca, Mr. Gordon Inas D'mello alias Godarn Ignitaius D'mello and Mrs. Cynthia Miranda alias Cynthia Marry Miranda and the "said owners" became



absolutely seized and possessed off and/or otherwise well and sufficiently entitled to the said property, more particularly described in the Schedule hereunder written.

- [19] By an Agreement for Sale, dated 1st February, 1994 the owners had agreed to sell the First Property to Shri Nitin Sadananad Patil at the price and on the terms and conditions stipulated therein.
- [20] In pursuance of the aforesaid Agreement for Sale, dated 1st February, 1994, the Vendors had executed an Irrevocable General Power of Attorney of even date in favour of Shri Nitin Sadananad Patil conferring upon him several powers inter -alia power to sell the First Property or any portion thereof to the person/s of his choice.
- [21] By an Agreement for Sale cum Development, dated 1st July, 1994, Shri Nitin Sadananad Patil had agreed to sell and assign all his right, title and interest in the First Property including the benefit of first agreement and first power of attorney to M/s. Darshan Developers at the price and on the terms and conditions stipulated therein.
- [22] In pursuance of the aforesaid Agreement for Sale cum Development, dated 1st July, 1994, Shri Nitin Sadananad Patil had executed an Irrevocable General Power of Attorney of even date in favour of partners of M/s. Darshan Developers conferring upon him several powers inter -alia power to sell the First Property or any portion thereof to the person/s of his choice.
- [23] By an Agreement for Sale cum Development, dated 10th May, 1995, M/s, Darshan Developers in its turn had agreed to transfer and assign all its right, title and interest including the benefit of first and second agreement including first and second power of attorney to M/s. Classic Builders & Developers at the price and on the terms and conditions stipulated therein.
- [24] By executing an Irrevocable General Power of Attorney, dated 10th October, 1995 Mr. Manvel Antone Damel alias Manvel Antone D'mello, Mrs. Cynthia Mary Miranda, Mr. Lancelott Calmet D'mello, Mr. Alvecious Inas D'mello, Mrs. Mary Inas D'mello, Mrs. Lily Bras Bapista, Mr. Gordon Inas D'mello alias Godarn Ignitaius D'mello and Mrs. Fidabai

Inas D'mello had confirmed and ratified an first to third agreement executed by and between the parties thereto in respect of the First Property.

- [25] By executing the aforesaid power of attorney, Mr. Manvel Antone Damel alias Manvel Antone D'mello, Mrs. Cynthia Mary Miranda, Mr. Lancelotti Calmet D'mello, Mr. Alvecious Inas D'mello, Mrs. Mary Inas D'mello, Mrs. Lily Bras Baptista, Mr. Gordon Inas D'mello alias Godam Ignitaius D'mello and Mrs. Fidabai Inas D'mello had allowed the partners of M/s. Classic Builders & Developers to do various acts, deeds, things and matters pertaining to the First Property.
- [26] The Mira Bhayandar Municipal Corporation had approved the plan of the building to be constructed on the portion of the First Property vide V.P.No. MB/NR/2626/6102/1994-95, dated 1st November, 1994.
- [27] By an Order No. Revenue/K-1/T-7/NAP/SR/291/1994, dated 17th January, 1995, the Collector of Thane had granted N.A. Permission in respect of the First Property.
- [28] After obtaining the necessary permissions and sanctions from the authorities concerned and in compliance to the provisions contemplated under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer Act) 1963, M/s. Classic Builders & Developers had constructed the said First Property as received Occupation Certificate from the MBMC.
- [29] By executing an Agreement, dated 16th March, 2007, M/s. Classic Builders & Developers had sold and transferred the Crystal Villa structure standing on said plot, the said Agreement dated 16th March, 2007 was lodged for registration on 16/03/2007 bearing registration No. INN4-02532-2007 on payment of full and final consideration.
- [30] In pursuance of aforesaid Agreement, dated 16th March, 2007, the Vendor approached the said owners and heirs as per name recorded on 7/12 extract and requested to execute Deed of Conveyance dated 18th June, 2022 and the said owners have agreed with the Vendor for absolute sale of the said plot, more

particularly described in the Schedule hereunder written for the payment of full and final consideration under the said Deed of Conveyance.

[31] AND WHEREAS by and under a registered Deed of Conveyance dated 17th June, 2022 bearing registration No. TNN7-10417-2022 ("said Deed of Conveyance of 2022"), entered by and between 1) MRS. STELLA MARKAS BHONSALE, 2) MR. ALBERT MANVEL D'MELLO, 3) MRS. CELIN WILLAM CREADO alias CRRADO, 4) MISS AGATHA MANUEL D'MELLO, 5) MRS. GRACY ALOYSIUS D'MELLO, 6) MR. VALERIAN ALOYSIUS D'MELLO, 7) MRS. JUDITH MACMAN BAPTISTA, 8) MISS MACJULINA MACMAN BAPTISTA, 9) MR. MANUEL MACMAN BAPTISTA, 10) MR. HEJIN BRASS BAPTISTA, 11) MR. GREGORY VINSENT FONSECA, 12) MR. GORDON INAS D'MELLO alias MR. GORDON IGNITAUIS D'MELLO and 13) MRS. CYNTHIA MARY MIRANDA (as the Vendors therein) had transferred and conveyed the said Plot i.e. all that that piece and parcel of land admeasuring **370 Sq. meters, forming portion of the entire land** bearing Old Survey No. 360, New Survey No. 65, Hissa No. 6, admeasuring total area 1290 sq. meters, situate, lying and being at Village Bhayandar, Taluka and District Thane and within the limits of Mira Bhayandar Municipal Corporation, to and in favor of one MR. IMRAN AHMED ABDUL JABBAR Proprietor M/s. Noor Construction (as the Purchaser therein), for the consideration and on the terms and conditions more particularly mentioned therein (for short hereinafter referred to as the "**Said Plot**") forming the portion of the First Property.]

[32] AND WHEREAS by and under a registered Agreement for Sale dated 22nd August, 2022 bearing registration No. TNN4-14121-2022 entered by and between MR. IMRAN AHMED ABDUL JABBAR Proprietor M/s. Noor Construction (as the Vendor therein), agreed to sale, transfer and convey the said plot to and in favour of M/s. Om Shree Tirupati Balaji Builders (as the Purchaser therein), for the consideration and on the terms and conditions more particularly mentioned therein. In pursuance of the said Agreement for Sale, the said Vendor also executed a registered Power of Attorney of the even date bearing registration No. TNN4-14122-2022 in favour of the partners of the Purchaser.

[33] AND WHEREAS by and under a registered Deed of Conveyance dated 31st March, 2023 bearing registration No. TNN4-5568-2023 entered by and between MR. IMRAN AHMED ABDUL JABBAR Proprietor M/s. Noor Construction (as the Vendor therein), had transferred and conveyed the said Plot to and in favour of M/s. Om Shree Tirupati Balaji Builders (as the Purchaser therein), for the consideration and on the terms and conditions more particularly mentioned therein. **Accordingly, the name of M/s. Om Shree Tirupati Balaji Builders has been recorded in respect of the said property admeasuring 370 sq. meters vide Mutation Entry No. 8146 dated 19.04.2023.**

[34] The said property has been subdivided into two parts and the said plot admeasuring 370 sq. mtrs. has been given new number as Survey No. 65, Hissa No. 6A and accordingly name of Om Shree Tirupati Balaji Builders has been recorded in the same vide mutation entry no. 8320 dated 29.11.2023.

[35] AND WHEREAS by and under Release Deed dated 06th March, 2024, bearing document Serial No. TNN2-6834-2024, The Estate Investment Co. Pvt. Ltd. released and relinquished their rights, title and interest in the said property in favour of M/s. Om Shree Tirupati Balaji Builders upon the terms and conditions and at the consideration mentioned therein.

Second Property:

[1] Originally Shri. Calmet alias Clement alias Farel, Shri Anton alias Anthony Elias Farel, Smt. Martinbai alias Matilda Philip Fonseca, Smt. Gracy alias Gratia Enas alias Ignatius D'mello, was the owners of all that land bearing Old Survey No, 360, New Survey No. 65, Hissa No. 11, admeasuring about 300 Sq. Meters, situated at Village- Bhayandar, Taluka and District Thane, hereinafter referred as the **Second Property**.

[2] AND, WHEREAS said Shri Calmet alias Clement alias Farel died on 1st November 1965 leaving behind him his wife Smt. Marybai Calmet Farel who also died on 31st December 2000, without leaving any legal Issues.

[3] AND WHEREAS said Shri. Anton alias Anthony alias Farel died on 10th March 2008, leaving behind him his wife Smt. Betris Anton Farel, and two daughters namely Smt.

Ivona Peter D'souza and Smt. Gracy Michael Crasto entitle to his estate including said property.

[4] AND WHEREAS said Smt. Martinbai alias Matilda Philip Fonseca died on 7th August 2002, leaving behind her his son Shri. Gordon Philip Fonseca and daughter Jessie Phillip Fonseca, entitle to her estate including the said property. AND Smt. Philomena Gordon Fonseca is a wife and Miss Rinky Gordon Fonseca, Miss. Rovina Gordon Fonseca are the daughters and Shri Ryner Gordon Fonseca is a son of said Shri Gordon Philip Fonseca.

[5] AND WHEREAS said Smt. Gracy alias Gratia Enas alias Ignatius D'mello also died on 18th October 1961, leaving behind her, two sons Shri. Aloysius alias Aloyous Enas D'mello (since deceased), Shri. Gordon Enas alias Ignatius D'mello and three daughters namely Miss. Mary Enas alias Ignatius (died unmarried), Smt. Lilly Braz Baptista, Smt. Freda alias Fredabai Gregory Fonseca, entitle to her estate including said property. And said Lusi Gordon D'mello a wife, of said, Shri Gordon Enas alias Ignatius D'mello.

[6] AND WHEREAS said Shri. Aloysius alias Aloyous Enas D'mello died on 12th May 1999 leaving behind him, his wife, Gracy Aloysius D'mello and son Valerian Aloysius alias Aloyous D'mello entitle to his estate including said property. AND WHEREAS said Miss. Mary Enas alias Ignatius D'mello died unmarried on 18-11-2008.

[7] AND WHEREAS, vide Deed of Conveyance dated 31st October, 2012, bearing document Serial No. TNN7-07603-2012, entered between 1) Smt. Betris Anthony alias Anton Farel, 2) Smt. Ivona Peter D'souza, 3) Smt. Gracy Michael Crasto, 4) Shri Gordon Philip Fonseca 5) Smt. Philomena Gordon Fonseca, 6) Miss. Rinky Gordon Fonseca, 7) Miss. Rovina Gordon, 8) Shri. Ryner Gordon Fonseca, 9) Miss Jessie Philip Fonseca, 10) Smt. Gracy Aloysius Alias Aloyous D'mello, 11) Shri Valerian Aloysius Alias Aloyous D'mello 12) Smt. Lilly Braz Baptista, 13) Shri Gordon Enas alias Ignatius D'mello, 14) Smt. Lusi Gordon D'mello, 15) Smt. Freda Alias Fredabai Gregory Fonseca as Vendors and Party of One Part and the MR. IMRAN AHMED SHAIKH as Purchaser of the Second Part who purchased the said Property on payment of full and final sale consideration and took the possession thereof.

- [8] AND WHEREAS, the said Imran Ahmed Shaikh approached the Estate Investment and Co. And entered into Release Deed bearing document serial No. TNN7-8216-2012, for the said property and likewise the name of the Owner was recorded in the 7/12 extract vide mutation entry No. 6842.
- [9] AND WHEREAS, vide Deed of Conveyance dated 22nd August, 2022, bearing document Serial No. TNN4-14118-2022, entered between MR. IMRAN AHMED SHAIKH as Vendor and Party of One Part and M/s. Om Shree Tirupati Balaji Builders as Purchaser of the Second Part who purchased the said Property on payment of full and final sale consideration and took the possession thereof. In pursuance of the said Deed of Conveyance, the said Vendor also executed a registered Power of Attorney of the even date bearing registration No. TNN4-14119-2022 in favour of the partners of the Purchaser. **Accordingly, the name of M/s. Om Shree Tirupati Balaji Builders has been recorded in respect of the said property admeasuring 300 sq. meters vide Mutation Entry No. 7981 dated 14.09.2022.**

Third Property:

- [1] Originally Mr. Morris Augustine Rodricks, Mr. Cicil M. Mathias, Mr. Bertha A. Misquitta, Mrs. Blanch A. Machais, Mr. Jerome A. Rodricks and Mr. John A. Rodricks (for short hereinafter jointly and collectively referred to as the "**Owners**") had owned land bearing Old Survey No. 363, New Survey No. 66, Hissa No. 1, admeasuring 560 sq. meters, situate, lying and being at Village Bhayandar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation hereinafter referred as the **Third Property**.
- [2] By and Agreement dated 31.01.1995 the owners had agreed to sell the said property to M/s. Sagar Construction being a partnership firm at the price and on the terms and conditions as mentioned therein. In pursuance of the Agreement, The owners had executed an Irrevocable General Power of Attorney of even date in favour of the partners of M/s. Sagar Construction conferring upon them several powers to deal with the said property.

- [3] By and order No. ULC/TA/Bhayandar/SR-1236 dated 31.03.1993 passed u/s. 8 (4) of the ULC Act, the then Dy. Collector and Competent Authority had declared the said property as retainable land of the owners.
- [4] The then Chief Officer of the Mira-Bhayandar Municipal Corporation had approved the plan of the building the then to be constructed on the portion of the said property vide V. P. No. NF/NR/2428/5784/1994-95 dated 17.10.1994.
- [5] By and order No. Revenue/K-1/T-7/AB/SR-13/1994 dated 01.01.1995 the Collector of Thane had granted N.A. permission in respect of the said property.
- [6] On the basis of the powers and authorities M/s. Sagar Construction in or about the year 1995, had constructed a plinth of building consisting of FSI admeasuring 3961 sq. feet then to be constructed on an area admeasuring 368 sq. meter forming the portion of the land bearing Old Survey No. 363, New Survey No. 66, Hissa No. 1.
- [7] By and Agreement dated 26.08.1995 M/s. Sagar Construction had agreed to sell, transfer and assign all its right, title and interest in respect of the said property together with plinth of the building to Shri. Prafulla Kashinath Patil at the price and on the terms and conditions as mentioned therein. In pursuance of the said Agreement, the partners of M/s. Sagar Constructions had also executed an Irrevocable General Power of Attorney dated 26.08.1995 in favour of Shri. Prafulla Kashinath Patil to do various things in respect of the said property.
- [8] Pursuant to the said Agreement and Power of Attorney, Shri. Prafulla Kashinath Patil had constructed the plinth + first slab of the building on the said property.
- [9] Shri. Prafulla Patil died intestate on 08.05.2010 leaving behind his widow by name Smt. Sandhya Patil, three daughters namely Ms. Shraddha Patil, Ms. Snehal Patil and Ms. Yukta Patil as his heirs and legal representatives.
- [10] M/s. Sagar Construction had also constructed a building known as Vishaka Enclave consisting of three flats viz. Flat No. 1 admeasuring 980 sq. feet on the Ground Floor, Flat

No. 101 admeasuring 700 sq. ft. and Flat No. 201 admeasuring 610 sq. feet on the Second floor. By and under an Agreement for Sale dated 01.04.1992 read with Deed of Confirmation dated 10.04.1997 registered in the office of Sub-Registrar of Assurances at Thane under sr. no. TNN-4-1487-1997, M/s. Sagar Construction had sold Flat No. 101 admeasuring 700 sq. ft. + terrace admeasuring 100 sq. feet on the first floor of the said building to one Mrs. Jackie Chiu for the consideration as mentioned therein.

[11] By and under an Agreement for Sale dated 21.04.1992 read with Deed of Confirmation dated 10.04.1997 registered in the office of Sub-Registrar of Assurances at Thane under sr. no. TNN-4-1488-1997, M/s. Sagar Construction had sold Flat No. 201 admeasuring 610 sq. ft. + terrace admeasuring 50 sq. feet on the first floor of the said building to one Mrs. Feng Lan Chiu-Huynh for the consideration as mentioned therein.

[12] By and under an Agreement for Sale dated 01.05.1992 read with Deed of Confirmation dated 10.04.1997 registered in the office of Sub-Registrar of Assurances at Thane under sr. no. TNN-4-1489-1997, M/s. Sagar Construction had sold Flat No. 1 admeasuring 980 sq. ft. on the ground floor of the said building to the one Mr. Hsing Jung Chiu for the consideration as mentioned therein.

[13] AND WHEREAS, vide Deed of Conveyance dated 5th July, 2018, bearing document Serial No. TNN12-7833-2018, entered between 1) Mrs. Jackie Chiu, 2) Mrs. Feng Lan Chiu-Huynh, and 3) Mr. Hsing Jung Chiu as Vendor and Party of One Part and M/s. Om Shree Tirupati Balaji Builders as Purchaser of the Second Part who purchased the aforesaid three flats viz. Flat No. 1, 101, 201 along with terrace area and land appurtenant admeasuring 222.11 sq. meters out of the said property on payment of full and final sale consideration. In pursuance of the said Deed of Conveyance, the said Vendor also executed a registered Power of Attorney of the even date bearing registration No. TNN12-7834-2018 in favour of the partners of the Purchaser.

[14] AND WHEREAS, vide Agreement for Sale dated 10th December, 2019, bearing document Serial No. TNN1-12620-2019, entered between 1) Smt. Sandhya Patil, 2) Ms. Shraddha Patil, 3) Ms. Snehal Patil and 4) Ms. Yukta Patil as Vendors and Party of One Part and the M/s. Om Shree Tirupati Balaji Builders as Purchaser of the Second Part who



purchased an area admeasuring 368.12 sq. mtrs. out of the said Property on payment of full and final sale consideration and took the possession thereof. In pursuance of the said Agreement for Sale, the said Vendor also executed a registered Power of Attorney of the even date bearing registration No. TNN4-12621-2019 in favour of the partners of the Purchaser.

[15] AND WHEREAS, vide Deed of Conveyance dated 12th October, 2021, bearing document Serial No. TNN4-14111-2021, entered between 1) Mr. John Augustine Ludrick & Ors. through their Power of Attorney holder Shri. Prafulla Kashinath Patil through his legal heirs 1) Smt. Sandhya Patil, 2) Ms. Shraddha Patil, 3) Ms. Snehal Patil and 4) Ms. Yukta Patil as Vendor and Party of One Part and M/s. Om Shree Tirupati Balaji Builders as Purchaser of the Second Part who got conveyed an area admeasuring 368.12 sq. mtrs. out of the said Property on payment of full and final sale consideration. **Accordingly, the name of M/s. Om Shree Tirupati Balaji Builders has been recorded in respect of the said property admeasuring 560 sq. meters vide Mutation Entry No. 7875 dated 01.04.2022.**

[16] AND WHEREAS by and under Release Deed dated 06th March, 2024, bearing document Serial No. TNN2-6833-2024, The Estate Investment Co. Pvt. Ltd. released and relinquished their rights, title and interest in the said property in favour of M/s. Om Shree Tirupati Balaji Builders upon the terms and conditions and at the consideration mentioned therein.

Fourth & Fifth Property:

[1] One Mr. Hubert Marshall Murzello, Mr. Gilbert Marshal Murzello and Mr. Leslie Marshall Murzello were the owners of the Land Bearing (1) Old Survey No. 362, New Survey No. 72, Hissa No. 3, admeasuring 960 Sq Meters, lying, being and situate at Revenue Village Goddev, Taluka & District Thane, and (2) Old Survey No. 363, New Survey No. 66, Hissa No. 3, admeasuring 100 Sq. Meters, lying, being and situate at Revenue Village, Bhayandar, Taluka & District Thane, in the Registration and Sub-Registration District of

Thane and within the limits of Mira Bhayandar Municipal Corporation, Hereinafter referred to as the "**Fourth & Fifth Property**" for the sake of brevity.

- [2] AND WHEREAS Mr. Hubert Marshall Murzello expired on 11 November, 1994, leaving behind his son Mr. Hayson Hubert Murzello and a daughter by name Mrs. Edith Peter Misquitta, as his only legal heirs and representatives entitled to the undivided share of the deceased in the said Properties.
- [3] AND WHEREAS the said Mr. Hayson Hubert Murzello died intestate on 20 August, 1996, leaving behind his widow Mrs. Sapna Hayson Murzello and an adopted daughter Smt. Aishwarya Haison Murzello, as his only legal heirs and representatives entitled to the undivided share of the deceased in the said Properties.
- [4] AND WHEREAS Mr. Gilbert Marshal Murzello died intestate on 4 April, 2007, leaving behind his son Mr. Jude Gilbert Murzello, daughter Mrs. Neeta Y Gomes, as his legal heirs and representatives entitled to the undivided share in the said Properties.
- [5] AND WHEREAS name of Mr. Leslie Marshal Murzello being the brother of Mr. Hubert Marshal Murzello and Mr. Gilbert Marshal Murzello whose name appears in the record of rights of the said Properties, died intestate on 23 July, 1971, leaving behind his widow by name Smt. Annamery Leslie Murzello a daughter by name Smt Daphney Morgan D'Souza, and three sons namely Mr Vicky Leslie Murzello, Mr Abel Leslie Murzello and Mr. Brian Leslie Murzello, as his heirs and legal representatives entitled to the share of the deceased in the said Properties.
- [6] AND WHEREAS Mr. Jude Gilbert Murzello, Mrs Neeta Y Gomes, Mr Vicky Leslie Murzello, Mr. Abel Leslie Murzello, Mr. Brian Leslie Murzello, Mrs. Daphney Morgan D'Souza nee Daphney Leslie Murzello, Mrs. Edith Peter Misquitta, Mrs. Sapna Hayson Murzello and Miss Aishwarya Hayson Murzello were the owners of the above said properties, accordingly their names were appearing in the Revenue Record of the said Properties.
- [7] AND WHEREAS the said Mr. Jude Gilbert Murzello, Mrs. Neeta Y Gomes, Mr Vicky Leslie Murzello, Mr. Abel Leslie Murzello, Mr. Brian Leslie Marzello, Mrs. Daphney Morgan

D'Souza ncc Daphney Leslie Murzello, Mrs Edith Peter Misquitta, Mrs Sapna Hayson Murzello and Miss Aishwarya Hayson Murzello, by a Deed of Conveyance executed on 24th December, 2012, which is duly registered Having Registered Document No. TNN7/8776/2012, Dated 27th December, 2012, sold, transferred and conveyed the said Properties to one M/s. Sai Raj Developers and pursuant to the said Deed of Conveyance they have also executed Power of Attorney in favour of their partners on 24th December, 2012, which is also duly registered having Registered Document No TNN7/8777/2012, Dated 27th December, 2012, and assigned them all the powers including Power to sell the said Property.

[8] AND WHEREAS M/s. Sai Raj Developers hereinabove by Agreement for Sale executed on 9th June, 2014, agreed to sell the above said properties to M/s. Om Shree Tirupati Balaji Builders and on execution of the said Agreement for Sale, M/s. Om Shree Tirupati Balaji Builders have paid part payment to M/s. Sai Raj Developers.

[9] AND WHEREAS, vide Deed of Confirmation dated 11th January, 2018, bearing document Serial No. TNN12-881-2018, entered between M/s. Sai Raj Developers as Party of One Part and M/s. Om Shree Tirupati Balaji Builders as Party of the Second Part the parties confirmed the execution of the Agreement for Sale dated 09.06.2014 executed between the, and declared the same to be valid and subsisting upon them.

[10] AND WHEREAS, vide Deed of Conveyance dated 11th January, 2018, bearing document Serial No. TNN12-882-2018, entered between M/s. Sai Raj Developers as Owner and Party of One Part and M/s. Om Shree Tirupati Balaji Builders as Purchaser of the Second Part who purchased the said Properties on payment of full and final sale consideration. In pursuance of the said Deed of Conveyance the said Vendor also executed a registered Power of Attorney of the even date bearing registration No. TNN12-883-2018 in favour of the partners of the Purchaser. **Accordingly, the name of M/s. Om Shree Tirupati Balaji Builders has been recorded in respect of the said property (1) Old Survey No. 362, New Survey No. 72, Hissa No. 3, admeasuring 960 Sq Meters vide Mutation Entry No. 2121 dated 28.03.2022 and (2) Old Survey No. 363, New Survey No. 66, Hissa No. 3, admeasuring 100 Sq. Meters, vide Mutation Entry No. 7847 dated 16.02.2022.**

- [11] AND WHEREAS by and under Deed of Release dated 11.04.2019 duly registered before the Sub-Registrar of Assurances Thane-4 bearing document no. TNN-4-4530-2019 The Estate Investment Co. Pvt. Ltd. released and relinquished all their rights, title, claim and interest in the said Fourth & Fifth Property in favour of Om Shree Tirupati Balaji Builders upon the payment of consideration and at the terms and conditions as more particularly mentioned therein.

Sixth Property:

- [1] Originally one MR. SANJAV JUJA RABEL was the owner of the land bearing Old Survey No: 362 New Survey No: 72, Hissa No: 1 admeasuring 3 Gunthas equivalent to 300 Sq. Meters, having assessment Rs: 0.22, lying, being and situate at Revenue Village, Goddev, Bhayandar East, Taluka & District, Thane in the Registration and Sub-Registration District of Thane and within the limits of Mira Bhayandar Municipal Corporation, hereinafter referred to as the "**Sixth Property**".
- [2] AND WHEREAS MR SANJAV JUJA RABEL expired during the year 1960, leaving behind his widow MRS SANTANBAI SANJAV RABEL, four daughters 1) CECIL FRANCIS DSOUZA 2) MRS MARY SANJAV REBELLO 3) MRS NORIN GEORGE REBELLO 4) MRS LAWRENCE alias GLADAS AB MIRANDA as his only legal heirs and representatives entitled to the estate of the deceased including the said property.
- [3] AND WHEREAS by a mutation entry No 4367, dated 06.03.1981, the names of said MRS SANTANBAI SANJAV RABEL as well as 1) CECIL FRANCIS DSOUZA 2) MRS MARY SANJAV REBELLO 3) MRS NORIN GEORGE REBELLO 4) MRS LAWRENCE alias GLADAS AB MIRANDA were recorded in the revenue records of the said property as the legal heirs of LATE SANJAV JUJA RABEL.
- [4] AND WHEREAS MRS SANTANBAI SANJAV RABEL died intestate on 29.02. 1984, leaving behind her four daughters i.e. 1) CECIL FRANCIS DSOUZA 2) MRS MARY SANJAV REBELLO 3) MRS NORIN GEORGE REBELLO 4) MRS LAWRENCE alias GLADAS AB



MIRANDA as her only legal heirs and representatives entitled to the estate of the deceased including the said property.

- [5] AND WHEREAS said CECIL FRANCIS DSOUZA died testate on 15.05.2002 leaving behind her three sisters i.e., 1) MRS MARY SANJAV REBELLO 2) MRS NORIN GEORGE REBELLO 3) MRS LAWRENCE alias GLADAS AB MIRANDA as her only legal heirs and representatives entitled to the estate of the deceased including the said property.
- [6] AND WHEREAS by a mutation entry No 601, dt. 16.09.2004, the names of 1) MRS MARY SANJAV REBELLO 2) MRS NORIN GEORGE REBELLO 3) MRS LAWRENCE alias GLADAS AB MIRANDA were recorded in the revenue records of the said property as the legal heirs of MRS SANTANBAI SANJAV RABEL and CECIL FRANCIS DSOUZA.
- [7] WHEREAS SANJAV REBELLO had no issues, who died intestate on 11.04.2008, leaving behind her two sisters i.e. 1) MRS) GEORGE REBELLO 2) MRS LAWRENCE alias GLADAS AB MIRANDA her only legal heirs and representatives entitled to the estate of the dec including the said property.
- [8] AND WHEREAS by a mutation entry No: 1520, dt: 15.05.2014, the names of above mentioned two sisters were recorded in the revenue records of the said property as the legal heirs of MRS MARY SANJAV REBELLO.
- [9] AND WHEREAS the said MRS NORIN GEORGE REBELLO and MRS LAWRENCE alias GLADAS AB MIRANDA by Deed of Conveyance executed on 12.11 2014 which is duly registered having registered document No TNN7-8425-2014, dt: 12.11.2014 sold and conveyed the said property to M/s. SAI RAJ DEVELOPERS and pursuant to the said conveyance deed, they have also executed power of attorney in favor of the partners of M/s. SAI RAJ DEVELOPERS dated: 12.11 2014 which is duly registered having registered document No TNN7-8426-2014, dt: 12.11.2014.
- [10] AND WHEREAS M/s SAI RAJ DEVELOPERS by agreement for sale executed on 02.02.2015 agreed to sell the said property to M/s. Om Shree Tirupati Balaji Builders hereinabove

but said agreement was not registered and on execution of the said agreement, M/s. Om Shree Tirupati Balaji Builders had paid part consideration to M/s. Sai Raj Developers.

- [11] AND WHEREAS, vide Deed of Conveyance dated 6th February, 2019, bearing document Serial No. TNN12-1530-2019, entered between M/s. Sai Raj Developers as Owner and Party of One Part and M/s. Om Shree Tirupati Balaji Builders as Purchaser of the Second Part who purchased the said property on payment of full and final sale consideration. In pursuance of the said Deed of Conveyance the said Vendor also executed a registered Power of Attorney of the even date bearing registration No. TNN12-1531-2018 in favour of the partners of the Purchaser.
- [12] AND WHEREAS by and under Deed of Release dated 11.04.2019 duly registered before the Sub-Registrar of Assurances Thane-4 bearing document no. TNN-4-4528-2019 The Estate Investment Co. Pvt. Ltd. released and relinquished all their rights, title, claim and interest in the said Sixth Property in favour of Om Shree Tirupati Balaji Builders upon the payment of consideration and at the terms and conditions as more particularly mentioned therein.
- [13] AND WHEREAS, vide Deed of Rectification dated 08th November, 2021, bearing document Serial No. TNN7-16120-2021, entered between M/s. Sai Raj Developers as Owner and Party of One Part and M/s. Om Shree Tirupati Balaji Builders as Purchaser of the Second Part, the parties rectified the Agreement value, market value as well the description of the property in the original Deed of Conveyance dated 06.02.2019 bearing doc. No. TNN12-1530-2019. **Accordingly, the name of M/s. Om Shree Tirupati Balaji Builders has been recorded in respect of the said property admeasuring 300 sq. meters vide Mutation Entry No. 2092 dated 24.12.2021.**

Seventh Property:

- [1] Originally MR. ESPRAS MANWEL RODRIQUES was the owner of the land bearing Old Survey No. 362 New Survey No 72 Hissa No. 4 admeasuring 280 sq meters, lying being and situated at Revenue Village Goddev Bhayandar East, Taluka & District, Thane in

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the Registration and Sub-Registration District of Thane and within the limits of Mira Bhayandar Municipal Corporation Hereinafter referred to as the "**Seventh Property**".

- [2] AND WHEREAS MR. ESPRAS MANWEL RODRIGUES died intestate on 30.11.1995 leaving behind him 1) MR. MARSHAL MANWEL RODRIGUES 2) MS. EMY MANWEL RODRIGUES MR. ANTHONY MANWEL RODRIGUES 4) MR. WILLIAM MANWEL RODRIGUES as his only legal heirs and representatives entitled to the estate of the said deceased including the said property.
- [3] And whereas by a Mutation Entry No. 699 the names of 1) MR. MARSHAL MANWEL RODRIGUES 2) MS. EMY MANWEL RODRIGUES 1) MR. ANTHONY MANWEL RODRIGUES 4) MR. WILLIAM MANWEL RODRIGUES were recorded in the revenue records of the said property as the owners thereof.
- [4] AND WHEREAS by an Agreement for Development, dated 11.04.2008 which is duly registered before Sub-registrar of assurance Thane having registered document No TNN4-03403/2008, dt. 11.04.2008, the said original owners had agreed to sell, transfer and assign the said property to one M/s. HARIA HOUSING AND FINANCE PVT LTD at the price and on the terms and conditions stipulated therein.
- [5] AND WHEREAS in pursuance of the said agreement dated 11:04 2008 the said original owners have also executed power of attorney in favor of said M/s. HARIA HOUSING AND FINANCE PVT LTD which is duly registered before sub-registrar of assurance Thane having registered document No: TNN4 03404/2008, dt: 11 04.2008, conferring upon them several powers including the power to sell the said property to the person or persons of their choice, including power to execute a Deed of Conveyance in favor of the ultimate transferee thereof and to lodge the same for registration before the office of Sub-Registrar of Assurance. Thane.
- [6] AND WHEREAS under the said agreement dated 11.04.2008 the said M/s HARIA HOUSING AND FINANCE PVT LTD had paid the entire consideration to the original owners and the receipt of the same has been admitted and acknowledged by the

original owners by signing the receipt clause under the said agreement executed by and between the original owners and M/s. HARIA HOUSING AND FINANCE PVT LTD.

[7] AND WHEREAS by Deed of Conveyance executed on dated: 09 04 2015 which is duly registered having registered document No TNN7-3213-2015 & 28.04.2015, the said original owners along with M/s. HARIA HOUSING AND FINANCE PVT LTD sold and conveyed the said property to M/s. SAI RAJ DEVELOPERS i.e the owner hereinabove and on execution of the said conveyance deed, M/s. SAI RAJ DEVELOPERS herein above have paid the entire consideration to the original owners as well as M/S HARIA HOUSING AND FINANCE PVT LTD pursuant to the said conveyance deed, they also handed over quite, vacant and peaceful possession of the said property to M/s, SAI RAJ DEVELOPERS.

[8] AND WHEREAS after execution of the said Deed of Conveyance by mistakenly in Index II of the said Registered Document the area of the said Land has been mistakenly mentioned as 50 Sq Meters in place of 280 Sq Meters therefore the said mistake has been rectified by the Deed of Rectification which is duly registered on 12th May 2017, having Registered Document No. TNN4/2195/2017, the Registration Authority once again made a mistake in the Index II of the said Deed of Rectification in which Hissa Number of the said property was mistakenly mentioned as Hissa No. 2 instead of Hissa No 4 therefore once again by Deed of Rectification dated 18th April, 2018, which is duly Registered having Registered Document No TNN7/6072/2018, the said mistake has been rectified.

[9] AND WHEREAS, vide Deed of Conveyance dated 6th February, 2019, bearing document Serial No. TNN12-1532-2019, entered between M/s. Sai Raj Developers as Owner and Party of One Part and M/s. Om Shree Tirupati Balaji Builders as Purchaser of the Second Part who purchased the said property on payment of full and final sale consideration. In pursuance of the said Deed of Conveyance the said Vendor also executed a registered Power of Attorney of the even date bearing registration No. TNN12-1533-2018 in favour of the partners of the Purchaser.

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- [10] AND WHEREAS by and under Deed of Release dated 11.04.2019 duly registered before the Sub-Registrar of Assurances Thane-4 bearing document no. TNN-4-4526-2019 The Estate Investment Co. Pvt. Ltd. released and relinquished all their rights, title, claim and interest in the said Seventh Property in favour of Om Shree Tirupati Balaji Builders upon the payment of consideration and at the terms and conditions as more particularly mentioned therein.
- [11] AND WHEREAS, vide Deed of Rectification dated 08th November, 2021, bearing document Serial No. TNN7-16121-2021, entered between M/s. Sai Raj Developers as Owner and Party of One Part and M/s. Om Shree Tirupati Balaji Builders as Purchaser of the Second Part, the parties rectified the Agreement value, market value as well the description of the property in the original Deed of Conveyance dated 06.02.2019 bearing doc. No. TNN12-1532-2019. **Accordingly, the name of M/s. Om Shree Tirupati Balaji Builders has been recorded in respect of the said property admeasuring 280 sq. meters vide Mutation Entry No. 2067 dated 02.12.2021.**

Eighth Property:

- [1] Originally Agustin Jav Jujhe Faria was the owner of inter-alia several lands including the land bearing Old Survey No, 363, New Survey No, 66, Hissa No, 4, admeasuring approximately 350 sq. meters or thereabout situate, lying and being at Village Bhayandar, Taluka and District Thane and in the registration district and sub-district of Thane and now within the limits of Mira-Bhayandar Municipal Corporation. Hereinafter referred to as the "**Eighth Property**".
- [2] AND WHEREAS the said Agustin Jav Jujhe Faria expired on 04.02.1968 leaving behind 1) Lawrence Gustin alias Agustin Faria (Son of late Agustin Jav Jujhe Faria, expired) 1a) Tract Lawrence Faria (Wife), 1b) Victor Lawrence Faria (Son), 1c) Winnie Lawrence Faria (Daughter) 1d) Seema Lawrence Faria (Daughter), 1e) Anita Lawrence Faria (Daughter), 2) Maxy Gustin alias Agustin Faria (Son of Late Agustin Jav Jujhe Faria expired), 2a) Delsi Maxy Faria (Wife), 2b) Saphillia Maxy Faria (Daughter), 2c) Franky Maxy Faria (Son), 2d) Angeline Maxy Faria (Daughter), 2e) Cyril Maxy Faria (Son), 2e)

Sweetly Maxy Faria (Daughter), 3) Triza Clement Gaurya (Married daughter of Late Agustin Jav Jujhe Faria, expired), 3a) Maggie Wilson Fereira (Daughter), 3b) Mabel George D'souza (Daughter), 3c) Quincy Onil Faria (Daughter) were mutated in the records of rights as legal heirs of Agustin Jav Faria in respect of the said property (M. E. No. 5017 dated 17.04.1989 and M. E. No. 5087 dated 21.11.1989).

- [3] AND WHEREAS by an Agreement for Sale dated 28th April, 1989 the said Tracy Lawrence Faria & Ors. as Vendors therein have agreed to sell and transfer the said property to M/s. RNA Builders for the consideration and on the terms and conditions as agreed between the parties.
- [4] AND WHEREAS in pursuance to the said Agreement for Sale dated 28th April, 1989, the said Tracy Lawrence Faria & Ors. as the executors therein had also executed a Power of Attorney, in favour of M/s. RNA Builders conferring upon it several powers inter-alia power to sell the said property to the person or persons of its choice including power to execute a Deed of Conveyance and/or any other instruments in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.
- [5] AND WHEREAS the said i) Maggie Wilson Fereira, ii) Mable George D'souza, iii) Quincy Onil Faria legal heirs of late Triza Vincent Gaurya married daughter of late Lawrence Guslin alias Agustin Faria had also executed a Power of Attorney dated 07.11.1989, in favour of M/s. RNA Builders conferring upon it several powers inter-alia power to sell the said property to the person or persons of its choice including power to execute a Deed of Conveyance and/or any other instruments in favour of the ultimate transferee thereof and to lodge the same for registration in the office of Sub-Registrar of Assurance and to admit the execution thereof before the Sub-Registrar of Assurance.
- [6] AND WHEREAS by an Agreement for Sale dated 1st July, 2008, the said Tracy Lawrence Faria & Ors., being the Vendors therein and 1) Maggie Wilson Fereira, 2) Mabel George D'Souza, 3) Quincy Onil Faria being the second Vendors therein agreed and confirm the said Agreement for Sale dated 28th April, 1989 and have sold, assigned and

transferred the said property to M/s. RNA Builders (NG), for consideration and on the terms and conditions as agreed between the parties.

- [7] AND WHEREAS by a Deed of Conveyance dated 25th October, 2012 registered before the Sub-Registrar, Thane-7 on 25.10.2012 under serial TNN-7/07482/2012 the said Tracy Lawrence Fera & Ors., being the Vendor therein and 1) Maggie Wilson Fereira, 2) Mabel George D'souza, 3) Quincy Onil Faria being the second Vendors therein have sold, assigned, conveyed and transferred the said property to M/s. RNA Builders (NG), for the consideration and on the terms and conditions as agreed between the parties.
- [8] AND WHEREAS by a mutation entry no. 6834, dated 09th November, 2012, the name of M/s. RNA Builders (NG) through Authorized Signatory Mr. Narendra alia Narinderpal Gupta came to be recorded in the 7/12 extract of the said property as the owner/vendor therefore,
- [9] AND WHEREAS by a Deed of Conveyance dated 5th January, 2024 registered before the Sub-Registrar, Thane-2 on 5.01.2024 under serial TNN-2/553/2024 the said M/s. RNA Builders (NG) through its authorized partner Shri. Narendra alia Narinderpal Gupta being the Vendor therein have sold, assigned, conveyed and transferred the said property to M/s. Om Shree Tirupati Balaji Builders, for the consideration and on the terms and conditions as agreed between the parties.
- [10] In pursuance of the said Deed of Conveyance dated 5th January, 2024, M/s. RNA Builders (NG) through its authorized partner Shri. Narendra alia Narinderpal Gupta had also executed a Power of Attorney dated 05.01.2024, in favour of M/s. Om Shree Tirupati Balaji Builders conferring upon it several powers inter-alia power to in respect of the said property.
- [11] AND WHEREAS by mutation entry no. 8352 dated 05.02.2024 the name of M/s. Shree Om Tirupati Balaji Builder has been duly recorded in the revenue records of the said property i.e. 7/12 extract of the said property.

[12] AND WHEREAS by and under Release Deed dated 06th March, 2024, bearing document Serial No. TNN2-6835-2024, The Estate Investment Co. Pvt. Ltd. released and relinquished their rights, title and interest in the said property in favour of M/s. Om Shree Tirupati Balaji Builders upon the terms and conditions and at the consideration mentioned therein.

OPINION:

Subject to what is stated above the said builder i.e. **M/s. OM SHREE TIRUPATI BALAJI BUILDERS** is entitled to develop the said property, in accordance with the prevailing norms and provisions of Development from time to time and as per approval and sanction from Mira-Bhayandar Municipal Corporation and in consonance with the terms and condition contained in the aforesaid registered Deed of Conveyances, Power of Attorneys and Rectification Deeds and entitled to all that piece and parcel of land bearing details as follows;

Particulars	Old Survey No.	New Survey No.	Hissa No.	Village, Taluka & District. Thane	Land Area of Promoter in Sq. meters	Mutation Entry as per 7/12 Extract
First Property	360	65	6A	Bhayandar	370	8320
Second Property	360	65	11	Bhayandar	300	7981
Third Property	363	66	1	Bhayandar	560	7875
Fourth Property	363	66	3	Bhayandar	100	7847
Fifth Property	362	72	1	Goddev	300	2092
Sixth Property	362	72	3	Goddev	960	2121
Seventh Property	362	72	4	Goddev	280	2067
Eight Property	363	66	4	Bhayandar	350	8352
				TOTAL	3220 Sq. meters	



Adv. Anilkumar Marlecha B.Com., LL.M
Advocate, Bombay High Court



This certificate is based on the provisions of applicable law prevailing at the present time and the facts of the matter, as I understand them to be. My understanding is based upon and limited to the information provided to me. Any variance of facts or of law may cause a corresponding change in my certificate.



Dated on this 18th day of March, 2024

Adv A. M. Marlecha

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