



Pranali S. Parab "LEGAL POINT"

B.L.S., LL.B.

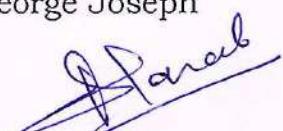
ADVOCATE, HIGH COURT

CERTIFICATE OF TITLE

I am instructed by one **M/S. Shiv Shakti Developers**, (originally a sole proprietary firm of one late Shri. Nandkumar Manilal Papaiya, now a sole proprietary firm of Shri. Mihir Nandkumar Papaiya), having its address at 11 & 12, Janki Orchid, 90 Feet Road, Bhayandar (West), District — Thane 401 101, to give my report in respect of the properties which are described hereunder:-

- 1) Originally, by diverse deeds, factors and circumstances, including survivorship and intestate succession, one (1) Mr. Melville Anthony Rodricks, (2) Mr. Nester Jerome Anthony Alias Rodricks, (3) Mrs. Synthia Alias Susila Shah, (4) Mrs. Siline Jimmy Correa, (5) Mr. George Joseph D'mello, (6) Mr. Frank Joseph D'mello, (7) Mrs. Michile Josepsh D'mello, (8) Mr. Bezel Joseph D'mello, (9) Mrs. Elisabert Baptista & (10) Mrs. Irene Hendriques, hereinafter referred to as "**Melville Anthony Rodricks & 9 Others**", were absolutely seized and possessed of and/or well and sufficiently entitled to all that pieces and parcels of lands or grounds bearing (1) Old Survey No. 250, New Survey No. 46, Hissa No. 3, admeasuring 6,170 sq. mtrs. or thereabout & (2) Old Survey No. 249, New Survey No. 44, Hissa No. 2, admeasuring 1,090 sq. mtrs. or thereabout, in aggregate admeasuring 7,260 sq. mtrs., both situate at, lying and being at Revenue Village — Navghar, Bhayandar, Taluka and District - Thane and now falling within the local limits of Mira Bhayandar Municipal Corporation and which are more particularly described **Firstly** in the Schedule hereunder written, hereinafter referred to as "**The First Mentioned Land**".

- 2) The said Mr. Manvel Anthon Rodricks died intestate in or about the year 1976, leaving behind him, his 2 nos. married daughters viz:- (1) Mrs. Rita Edward Rodricks & (2) Mrs. Lucybai Joseph D'mello, as his only legal heirs and representatives, entitled to his estates, including the First Mentioned Land.
- 3) The said Mrs. Rita Edward Rodricks, also died intestate on 21st July 1994, leaving behind her, 2 nos. sons viz:- (1) Mr. Melville Anthon Rodricks, (2) Mr. Nester Jerome Anthon Alias Rodricks and a married daughter by name Mrs. Cynthia Alias Sushila Shah, as her only legal heirs and representatives, entitled to her estates, including her undivided share and rights in the First Mentioned Land.
- 4) Accordingly, by and vide a Mutation Entry bearing No. 378 dated 12th July 1995, the names of the abovesaid (1) Mr. Melville Anthon Rodricks, (2) Mr. Nester Jerome Anthon Alias Rodricks & (3) Mrs. Cynthia Alias Sushila Shah, came to be recorded in the 7/12 Extract of the First Mentioned Land, as the legal heirs of late Mrs. Rita Edward Rodricks.
- 5) The said Mrs. Lucybai Joseph D'mello, also died intestate, on 26th March 1997, leaving behind her 4 nos. sons viz:- (1) Mr. George Joseph D'mello, (2) Mr. Frank Joseph D'mello, (3) Mrs. Michile Josepsh D'mello, (4) Mr. Bezel Joseph D'mello and 3 nos. married daughters viz:- (1) Mrs. Siline Jimmy Correa, (2) Mrs. Elisabeth Baptista & (3) Mrs. Irene Hendriques, as her only legal heirs and representatives, entitled to her estates, including her undivided share and rights in the First Mentioned Land.
- 6) Accordingly, by and vide a Mutation Entry bearing No. 516 dated 2nd June 2003, the names of the abovesaid (1) Mr. George Joseph





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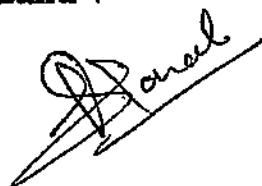
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D'mello, (4) Mr. Bezel Joseph D'mello, (5) Mrs. Siline Jimmy Correa, (6) Mrs. Elisabeth Baptista & (7) Mrs. Irene Hendriques, came to be entered in the 7/12 Extract of the First Mentioned Land.

- 7) The abovesaid surviving legal heirs of late Mr. Manvel Anthon Rodricks are hereinafter collectively referred to as "**The Melville Manvel Anthon Rodricks & Others**".
- 8) By and vide a duly registered Agreement For Development dated 21st March 2005, the said Melville Manvel Anthon Rodricks & others have assigned the development rights of the First Mentioned Land along with other lands, in favour of the abovesaid Shri. Nandkumar Manilal Papaiya, (the original sole proprietor of the abovesaid M/s. Shiv Shakti Developers), at and on the terms and conditions and for considerations, which are more particularly described in the said Agreement For Development dated 21st March 2005.
- 9) In pursuance to the execution of the said Agreement For Development dated 21st March 2005 [TNN-4-2213-2005], the said Melville Manvel Anthon Rodricks & Others have also made and executed a General Power of Attorney, vide a writing dated 21st March 2005, in favour of the abovesaid late Shri. Nandkumar Manilal Papaiya (the original sole proprietor of the abovesaid M/s. Shiv Shakti Developers), inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing, including rights and

Mentioned Land along with other lands, in favour of any third party or parties, as the abovesaid late Shri. Nandkumar Manilal Papaiya may in its sole discretion deem fit and proper.

- 10) Subsequently, by and vide a duly registered Deed of Conveyance dated 6th April 2013 [Regn. No. TNN7-2726-2013 dated 9th April 2013], the First Mentioned Land came to the conveyed in favour of late Shri. Nandkumar Manilal Papaiya.
- 11) The estate holders of the First Mentioned Entire Land, by and vide a No-Objection Certificate No. RE/889 dated 9th April 2007, has granted permission to the abovesaid M/s. Shiv Shakti Developers, to carry out the development work of the First Mentioned Land.
- 12) In the premises, as aforesaid, the said late Shri. Nandkumar Manilal Papaiya (the original sole proprietor of the abovesaid M/s. Shiv Shakti Developers), become entitled to the First Mentioned Land.
- 13) One Shri. Shivram Budhaji Patil was the original owner of land bearing **Old Survey No. 250, New Survey No. 46, Hissa No. 4**, admeasuring 960 sq. mtrs., or thereabout, also situate at Revenue Village — Navghar, Taluka & District — Thane, now falling within the local limits of Mira Bhayandar Municipal Corporation and more particularly described **Secondly** in the Schedule written hereunder, hereinafter referred to as "**The Second Mentioned Land**".





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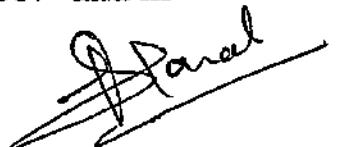
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- 14) The said Shri. Shivram Budhaji Patil died intestate on 02nd August 1982, leaving behind him, his 2 nos. married daughters viz:- Smt. Meena Premnath Raut and Smt. Chandrakala Harishchandra Patil and a son by name Shri. Parshuram Shivram Patil, as his only legal heirs and representatives, entitled to his estates, including the Second Mentioned Entire Land.
- 15) The said Shri. Parshuram Shivram Patil also died intestate, leaving behind him, his widow Smt. Prema Parshuram Patil and a son by name Shri. Mahesh Parshuram Patil and 4 nos. married daughters viz:- (1) Smt. Bhamini Bhalchandra Patil, (2) Smt. Deenakshi Hareshwar Patil, (3) Smt. Manjula Rajendra Patil & (4) Smt. Karuna Patil, as his only legal heirs and representatives, entitled to his estates, including his undivided share and rights in the Second Mentioned Land.
- 16) The said Smt. Karuna Patil also died intestate leaving behind her, 2 nos. married daughters viz:- (1) Smt. Pratibha Kamlakar Gharat & (2) Smt. Kalpita Amrut Devlikar, as her only legal heirs and representatives, entitled to her estates, including her undivided share and rights in the Second Mentioned Land.
- 17) By and vide and duly registered Agreement dated 19t. October 2006 [Regn. No. TNN4-08773-2006] the said Smt. Chandrakala Harishchandra Patil has agreed to grant the development rights of her undivided rights and share in the Second Mentioned Land in favour of one Shri. Rajkumar Omprakash Sharma, at and on the terms and conditions and for considerations, which are more

2006 and in pursuance thereto have also made and executed a duly registered General Power of Attorney, in favour of the said Shri. Rajkumar Omprakash Sharma, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing.

18) By and vide a duly registered Agreement For Development dated 15th December 2006 [Regn. No. TNN4-10395-2006] the said (1) Smt. Meena Premnath Raut, (2) Smt. Bhamini Bhalchandra Patil, (3) Smt. Deenakshi Hareshwar Patil, (4) Smt. Manjula Rajendra Patil, (5) Smt. Pratibha Kamlakar Gharat & (6) Smt. Kalpita Amrut Devlikar, have also agreed to grant the development rights of their undivided rights and share in the Second Mentioned Land in favour of the said Shri. Rajkumar Omprakash Sharma, at and on the terms and conditions and for considerations, which are more particularly described in the said Agreement dated 15% December 2006 and in pursuance thereto have also made and executed a duly registered General Power of Attorney, in favour of the said Shri. Rajkumar Omprakash Sharma, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing.

19) By and vide a duly registered Agreement dated 31st July 2007 [Regn. No. TNN4-06967-2007] the said Smt. Prema Parshuram Patil and Shri. Mahesh Parshuram Patil, have also agreed to grant the development rights of their undivided rights and share in the Second Mentioned Land in favour of the said Shri. Rajkumar Omprakash Sharma, at and on the terms and conditions and for considerations, which are more particularly described in the said Agreement dated 31st July 2007 and in





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B.L.S., LL.B.

ADVOCATE, HIGH COURT

-7-

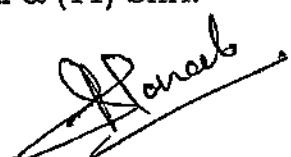
pursuance thereto have also made and executed a duly registered General Power of Attorney, in favour of the said Shri. Rajkumar Omprakash Sharma, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing.

- 20) By and vide a duly registered Agreement For Sale Cum Development dated 12th October 2009 [Regn. No. TNN7-5547-2009] the said Shri. Rajkumar Omprakash Sharma has in-turn sold, transferred, assigned and further agreed to convey the Second Mentioned Land in favour of one late Shri. Nandkumar Manilal Papaiya, (the original sole proprietor of the abovesaid M/s. Shiv Shakti Developers), at and on the terms and conditions and for considerations, which are more particularly described in the said Agreement For Sale Cum Development and in pursuance thereto have also made and executed a duly registered General Power of Attorney, in favour of the said late Shri. Nandkumar Manilal Papaiya, (the original sole proprietor of M/s. Shiv Shakti Developers), inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing, inducing rights and powers to deal with the Second Mentioned Land.
- 21) In the premises as aforesaid, the said late Shri. Nandkumar Manilal Papaiya (the original sole proprietor of the abovesaid M/s. Shiv Shakti Developers), become entitled to the Second Mentioned Land.

22) By virtue of a duly registered Agreement For Sale Cum Development dated 19^t June 2014 [Regn. TNN7-4905-2014] made and executed by one M/s. Gujarat Realtors, a partnership firm, the said late Shri. Nandkumar Manilal Papaiya, (the original sole proprietor of M/s. Shiv Shakti Developers), is entitled to a portion of land admeasuring 133 sq. mtrs., out of land bearing **Old Survey No. 249, New Survey No. 44, Hissa No. 6**, [total area 1,060 sq. mtrs.] also of Revenue Village — Navghar, Taluka & District — Thane, now falling within the local limits of Mira Bhayandar Municipal Corporation and more particularly described **Thirdly** in the Schedule written hereunder, hereinafter referred to as "**The Third Mentioned Land**" and in pursuance to the execution of said Agreement For Development dated 19^t June 2014, the said M/s. Gujarat Realtors has made and executed a General Power of Attorney dated 20%* June 2014, in favour of the said late Shri. Nandkumar Manilal Papaiya, (the original sole proprietor of M/s. Shiv Shakti Developers), inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing, inducing rights and powers to deal with the Third Mentioned Land.

23) In the premises as aforesaid, the said late Shri. Nandkumar Manilal Papaiya, (the original sole proprietor of M/s. Shiv Shakti Developers), become entitled to the Third Mentioned Land.

24) By diverse deeds, factors and circumstances, (1) Smt. Premabai B. Kasar, (2) Shri. Nandkant H. Patil, (3) Shri. Kumar H. Patil, (4) Shri. Bharat H. Patil, (5) Shri. Smt. Jayshree A. Bhoir, (6) Smt. Sharda N. Bhoir, (7) Smt. Premila P. Patil, (8) Smt. Sushila B. Patil, (9) Shri. Nitin B. Patil, (10) Shri. Vishal B. Patil & (11) Shri.





-9-

Archana K. Patil & (12) Smt. Sangeeta K. Mhatre, were jointly seized and possessed of and/or otherwise well and sufficiently, entitled to a portion admeasuring 210 sq. mtrs. or thereabout, out of land bearing Old Survey No. 249, New Survey No. 44, Hissa No. 7, also of Revenue Village — Navghar, Taluka & District — Thane, now falling within the local limits of Mira Bhayandar Municipal Corporation and more particularly described **Fourthly** in the Schedule written hereunder, hereinafter referred to as "**The Fourth Mentioned Land**".

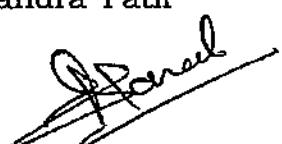
25) By and vide a duly registered Deed of Conveyance dated 30th December 2006 [Regn. No. TNN4-11010-2006], the said (1) Smt. Premabai B. Kasar, (2) Shri. Nandkant H. Patil, (3) Shri. Kumar H. Patil, (4) Shri. Bharat H. Patil, (5) Smt. Jayshree A. Bhoir, (6) Smt. Sharda N. Bhoir, (7) Smt. Premila P. Patil, (8) Smt. Sushila B. Patil, (9) Shri. Nitin B. Patil, (10) Shri. Vishal B. Patil & (11) Shri. Archana K. Patil & (12) Smt. Sangeeta K. Mhatre, along with Mrs. Syble T. Rodricks, widow of late Mr. Thomas Mingel Rodricks, Mrs. Maggie G. Rodricks, Mr. Anthony M. Rodricks & Mrs. Eneel J. Rodricks, have sold, transferred, assigned and conveyed the Fourth Mentioned Land in favour of M/s. Spectra Enterprises, a partnership firm, at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 30th December 2006.

26) The said M/s. Spectra Enterprises has by and vide a duly registered Deed of Conveyance dated 18t September 2008 [Regn. No. TNN4-07963-2008], have sold, transferred, assigned and conveyed the Fourth Mentioned Land, in favour the said late Shri. Nandkumar Manilal Papaiya, (the original sole proprietor of M/s. Shiv Shakti Developers), at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 8% September 2008.

27) In the premises as aforesaid, the said late Shri. Nandkumar Manilal Papaiya, (the original sole proprietor of M/s. Shiv Shakti Developers), become entitled to the Fourth Mentioned Land.

28) Originally, by diverse deeds, factors and circumstances, including survivorship and intestate succession, one Smt. Premabai Baliram Kasar & Shri. Harishchandra Kashinath Patil, were jointly seized and possessed of and/or otherwise well and sufficiently entitled to all that pieces and parcels of land or ground bearing **Old Survey No. 252, New Survey No. 43, Hissa No. 7**, admeasuring 3,920 sq. mtrs., or thereabout, also situate at, being and lying at Revenue Village — Navghar, Taluka & District — Thane, now falling within the local limits of Mira Bhayandar Municipal Corporation, hereinafter referred to as "**The Fifth Mentioned Entire Land**".

29) The said Shri. Harishchandra Kashinath Patil died intestate on 6th January 1999, leaving behind him, his widow Smt. Nirabai Harishchandra Patil, 4 nos. sons, viz:- Shri. Nandkant Harishchandra Patil, Shri. Kumar Harishchandra Patil, Shri. Bharat Harishchandra Patil & Shri. Baban Harishchandra Patil





-11-

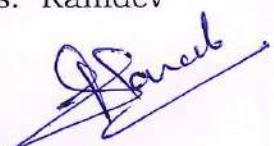
Bhoir, Smt. Sharda Narottam Bhoir & Smt. Premila Parshuram Thakur, as his only legal heirs and representatives, entitled to his estates, including his undivided share and rights in the Fifth Mentioned Entire Land.

- 30) The said Shri. Baban Harishchandra Patil also died intestate, leaving behind him, his widow Smt. Shushila Baban Patil, 2 nos. sons viz:-Shri. Nitin Baban Patil & Shri. Vishal Baban Patil and 2 nos. married daughters viz:- Smt. Archana Keshav Patil & Smt. Sangeeta Kanchan Mhatre, as his only legal heirs and representatives, entitled to his estates, including his undivided share and rights in the Fifth Mentioned Entire Land.
- 31) Accordingly, by and vide a Mutation Entry bearing No. 458 dated 12th November 2000, the names of the Shri. Nandkant Harishchandra Patil, Shri. Kumar Harishchandra Patil, Shri. Bharat Harishchandra Patil, Smt. Jayshree Atmaram Bhoir, Smt. Sharad Narottam Bhoir, Smt. Premila Parshuram Thakur, Smt. Sushila Baban Patil, Shri. Nitin Baban Patil, Shri. Vishak Baban Patil, Smt. Archana Keshav Patil and Smt. Sangeeta Kanchan Mhatre, came to be entered in the 7/12 Extract of the Fifth Mentioned Entire Land, as the surviving legal heirs and representatives of late Shri. Harishchandra Kashinath Patil.
- 32) The Nirabai Harishchandra Patil also died intestate on 28^t May 2002 and by and vide a Mutation Entry bearing No. 1379 dated 7th January 2012, her name came to be deleted from the 7/12

33) By and vide an agreement dated 23rd March 2005, Smt. Premabai Baliram Kasar, Shri. Nandkant Harishchandra Patil, Shri. Kumar Harishchandra Patil, Shri. Bharat Harishchandra Patil, Smt. Jayshree Atmaram Bhoir, Smt. Sharad Narottam Bhoir, Smt. Premila Parshuram Thakur, Smt. Sushila Baban Patil, Shri. Nitin Baban Patil, Shri. Vishak Baban Patil, Smt. Archana Keshav Patil and Smt. Sangeeta Kanchan Mhatre, hereinafter referred to as "**Premabai & 11 Others**", have agreed to sell, transfer, assign and convey the Fifth Mentioned Entire Land, in favour of one Shri. Shyamsunder Radheshyam Agarwal, at and on the terms and conditions and for considerations, which are more particularly described in the said agreement dated 23rd March 2005 and in pursuance thereto have also made and executed an Irrevocable General Power of Attorney, in favour of the said Shri. Shyamsunder Radheshyam Agarwal, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing.

34) The estate holders of the Fifth Mentioned Entire Land, the Estate Investment Co. Pvt. Ltd., by and vide its letter bearing No. RE/889 dated 9% April 2007, has issued the necessary Noc for the non-agricultural use of the Fifth Mentioned Entire Land.

35) By and vide an Agreement For Sale dated 06% February 2012, the said Shri. Shyamsunder Rasheshyam Agarwal, has in-turn agreed to sell, transfer, assign and convey, a portion of land admeasuring 180 sq. mtrs., being Plot No. C, out of the First Mentioned Entire Land and more particularly described **Fifthly** in the Schedule written hereunder, hereinafter referred to as "**The Fifth Mentioned Land**", in favour of one M/s. Ramdev





-13-

Construction Co. Pvt. Ltd., at and on the terms and conditions and for considerations, which are more particularly described in the said Agreement For Sale dated 06th February 2012 and in pursuance thereto, has also made and executed an Irrevocable General Power of Attorney, in favour of the said M/s. Ramdev Construction Co. Pvt. Ltd., inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing, including rights and powers to re-assign the Fifth Mentioned Land, in favour of any third party or parties as the said M/s. Ramdev Construction Co. Pvt. Ltd., may in its sole discretion deem fit and proper.

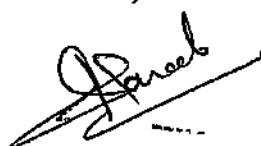
- 36) By and vide a duly registered Deed of Conveyance dated 18t July 2012 [Regn. No. TNN4-4492-2012] the said Smt. Premabai & 11 Others have with the due consent and concurrence of Shri. Shyamsunder Radheshyam Agarwal and M/s. Ramdev Construction Co. Pvt. Ltd., sold, transferred, assigned and conveyed the Fifth Mentioned Land, in favour of the said late Shri. Nandkumar Manilal Papaiya, (the original sole proprietor of M/s. Shiv Shakti Developers), at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 18th July 2012.
- 37) In the premises as aforesaid, the said late Shri. Nandkumar Manilal Papaiya, (the original sole proprietor of M/s. Shiv Shakti Developers), become entitled to the Fifth Mentioned Land.

38) Originally, by diverse deeds, factors and circumstances, including survivorship and intestate succession, one Mr. Joseph Francis Gomes, during his lifetime, was absolutely seized and possessed of and/or well and sufficiently entitled to all that pieces and parcels of land or ground bearing **Old Survey No. 252, New Survey No. 43, Hissa No. 11**, admeasuring 1,260 sq. mtrs. or thereabout, situate at, being and lying at Revenue Village — Navghar, Taluka and District Thane and now falling within the local limits of Mira Bhayandar Municipal Corporation, hereinafter referred to as "**The Sixth Mentioned Entire Land**".

39) The said Mr. Joseph Francis Gomes died intestate on 21st November 1973, leaving behind him, his widow Mrs. Martha Joseph Gomes, 3 nos. sons, viz:- Mr. Anthony Joseph Gomes, Mr. Franky Joseph Gomes & Mr. Claudy Joseph Gomes and 3 nos. daughters viz:- Mrs. Tressa Joseph Gomes, Miss. Maryanne Joseph Gomes & Mrs. Rena D. Misquita, hereinafter collectively referred to as "**Martha & 6 Others**", as his only legal heirs and representatives, entitled to his estates, including the Sixth Mentioned Entire Land.

40) Accordingly, by and vide a Mutation Entry bearing No. 4307 dated 24th November 1980, the names of the said Martha & 6 Others, came to be entered in the 7/12 Extract of the Sixth Mentioned Entire Land.

41) By and vide an Agreement For Sale Cum Development dated 28th December 2006, the said Martha & 6 Others have agreed to sell, transfer, assign and convey the Sixth Mentioned Entire Land, in





favour of one Shri. Nandkumar Mahadeo Patil, the sole proprietor of M/s. Manish Developers, at and on the terms and conditions and for considerations, which are more particularly described in the said Agreement For Sale Cum Development dated 28th December 2006.

- 42) In pursuance to execution of the said Agreement For Sale Cum Development dated 28th December 2006, the said Martha & 6 Others have also made and executed a duly registered Irrevocable General Power of Attorney 29th December 2006 [Regn. No. TNN4-100-2007], in favour of the said Shri. Nandkumar Mahadeo Patil, the sole proprietor of M/s. Manish Developers, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing, including the rights and powers to re-assign the Sixth Mentioned Entire Land and also execute conveyance of the same or any part or portion thereof, in favour of the ultimate purchasers.'
- 43) By and vide a duly registered Deed of Conveyance dated 8th October 2012, the said Shri. Nandkumar Mahadeo Patil, the sole proprietor of M/s. Manish Developers, for himself and also as the constituted attorney of the said Martha & 6 others, has sold, transferred, assigned and conveyed a portion admeasuring 280 sq. mtrs., out of and from the Sixth Mentioned Entire Land in favour of late Shri. Nandkumar Manilal Papaiya, (the original sole proprietor of M/s. Shiv Shakti Developers), at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 8th

- 44) The Estate holders viz:- The Estate Investment Company Pvt. Ltd., by and vide a duly registered Deed of Release dated 22nd March 2016 [Regn. No. TNN7-3677-2016 dated 227^d March 2016] has released, relinquished and renounced its rights, title, interest and benefit, in respect of the said portion admeasuring 280 sq. mtrs., out of and from the Sixth Mentioned Entire Land, at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Release dated 2274 March 2016.
- 45) In the premises as aforesaid, the late Shri. Nandkumar Manilal Papaiya, (the original sole proprietor of M/s. Shiv Shakti Developers), become entitled to the portion of land admeasuring 280 sq. mtrs., out of the Sixth Mentioned Entire Land.
- 46) A portion admeasuring 37.20 sq. mtrs., out of and from the said portion of 280 sq. mtrs., out of and from the Sixth Mentioned Entire Land, is more particularly described **Sixthly** in the First Schedule written hereunder, is hereinafter referred to as "**The Sixth Mentioned Land**".
- 47) The First Mentioned Land, the Second Mentioned Land, the Third Mentioned Land, the Fourth Mentioned Land, the Fifth Mentioned Land and the Sixth Mentioned Land are hereinafter collectively referred to as "**The Said Land**".
- 48) The said late Shri. Nandkumar Manilal Papaiya, (the original sole proprietor of M/s. Shiv Shakti Developers) has amalgamated the First Mentioned Land, the Second Mentioned Land, the Third Mentioned Land, the Fourth Mentioned Land and the Fifth





-17-

- 49) Mentioned Land and the local development authority viz:- The Mira Bhayandar Municipal Corporation, by and vide its order No. MBMC/MNP/NR/1778/2018-19 dated 11/07/2018 has also issued the Revised Commencement Certificate in respect of the development work to be carried out on the Said Land. The said Revised Commencement Certificate also once again came to be revised by and vide an office order bearing No. MBMC/MNP/NR/339/2022-23 dated 28th April 2022.
- 50) As per the Revised Commencement Certificate, there shall be 4 nos. buildings to be constructed on the Said Land being Building Nos. 3, 4, 5 & 6.
- 51) The said late Shri. Nandkumar Manilal Papaiya, (the original sole proprietor of M/s. Shiv Shakti Developers) by and vide separate agreements has assigned the development rights of Building Nos. 1 & 2, in favour of one M/s. Geeta Space Realtors and M/s. Arihant Developers, respectively.
- 52) The said late Shri. Nandkumar Manilal Papaiya, (the original sole proprietor of M/s. Shiv Shakti Developers), died on 18th October 2024, leaving behind him, a writing dated 27th September 2024, by way of his last Will & Testament, inter-alia, bequeathed the entire rights in the First Mentioned Land, the Second Mentioned Land, the Third Mentioned Land, the Fourth Mentioned Land, the Fifth Mentioned Land and the Sixth Mentioned Land along with improvements made thereon, which is known as "Janki Legacy",

which includes the lands which are described Firstly, Secondly, Thirdly, Fourthly, Fifthly and Sixthly in the Schedule written hereunder, in favour of his son Shri. Mihir Nandkumar Papaiya.

53) By and vide said writing dated 27th September 2024, the said late Shri. Nandkumar Manilal Papaiya appointed one Shri. Nayan Zaveri, as his sole Executor and the said Shri. Nayan Zaveri, as a sole Executor of the said writing left the said late Shri. Nandkumar Manilal Papaiya, had by and vide a duly registered Deed of Transfer dated 28th November 2024 (Regn. No.TNN9-22811-2024), had transferred and conveyed the First Mentioned Land, the Second Mentioned Land, the Third Mentioned Land, the Fourth Mentioned Land, the Fifth Mentioned Land and the Sixth Mentioned Land including the improvements made thereon, which is known as "**Janki Legacy**", which includes the lands which are described Firstly, Secondly, Thirdly, Fourthly, Fifthly and Sixthly in the Schedule written hereunder, in favour of the said Shri. Mihir Nandkumar Papaiya, (the present sole of M/s. Shiv Shakti Developers).

54) Upon the perusal of the aforesaid wirings, in my opinion, subject to the assignment of the development rights in favour of the abovesaid M/s. Geeta Space Realtors and M/s. Arihant Developers and also claim of the purchasers, who have agreed to purchase the premises in the buildings to be constructed on the First Mentioned Land, the Second Mentioned Land, the Third Mentioned Land, the Fourth Mentioned Land, the Fifth Mentioned Land and the Sixth Mentioned Land and also the project known as "**Janki Legacy**", the title of the First Mentioned Land, the Second Mentioned Land, the Third Mentioned Land,





-19-

the Fourth Mentioned Land, the Fifth Mentioned Land and the Sixth Mentioned Land are clear and marketable and free from all encumbrances.

THE SCHEDULE HEREINABOVE REFERRED TO

ALL THOSE PIECES AND PARCLES of lands or grounds bearing details as under:-

a) Firstly:-

(1) **Old Survey No. 250, New Survey No. 46, Hissa No. 3**, admeasuring 6,170 sq. mtrs. or thereabout & (2) **Old Survey No. 249, New Survey No. 44, Hissa No. 2**, admeasuring 1,090 sq. mtrs. or thereabout, in aggregate admeasuring 7,260 sq. mtrs.,

b) Secondly:-

Old Survey No. 250, New Survey No. 46, Hissa No. 4, admeasuring 960 sq. mtrs., or thereabout,

c) Thirdly:-

A portion of land admeasuring 133 sq. mtrs., out of land bearing **Old Survey No. 249, New Survey No. 44, Hissa No. 6**, [total area 1,060 sq. mtrs.]

d) Fourthly:-

A portion admeasuring 210 sq. mtrs. or thereabout, out of land bearing **Old Survey No. 249, new Survey No. 44, Hissa No. 7**.

e) **Fifthly:-**

A portion admeasuring 180 sq. mtrs., or thereabout, being Plot No. C, out of land bearing **Old Survey No. 252, New Survey No. 43, Hissa No.7** [total area 3,920 sq. mtrs.]

f) **Sixthly:-**

A portion admeasuring 37.20 sqg. mtrs., out of and from land bearing **Old Survey No. 252, New Survey No. 43, Hissa No. 11.**

all situate at, lying and being at Revenue Village — Navghar, Bhayandar, Taluka and District - Thane and now falling within the local limits of Mira Bhayandar Municipal Corporation.


Pranali Parab

[Advocate, High Court, Mumbai]

Bhayandar,

10th December 2024.