

# DHIREN H. SHAH

Advocate & Solicitor

Ref. No. :

Date :

14/2020

15<sup>th</sup> January, 2020

## TITLE CERTIFICATE

I have gone through the title of Dev Pooja Builders Private Ltd., a Company registered under the Companies Act 1956, having its registered office at 102, Sanghvi Villa, 75, S.V. Road, Andheri (West), Mumbai – 400058, to the properties more particularly mentioned in the First and Second schedule hereunder written and as regards their title, I have to state as under:-

1. In respect of the property forming part of the First Schedule hereunder written, I have to record as under:
  - i. One Shree Jam Hosiery Works Pvt. Ltd. was the owner of all that piece and parcel of land bearing Original Plot No. 57/11, Final Plot No. 169 of Town Planning Scheme No.III, being part of land bearing old C.T.S. No. 766-B and admeasuring 4903.5 sq. mtrs. or thereabouts of revenue village Borivali, Taluka Borivali, situate, lying and being at Shimpoli Road, Rajda Nagar, Borivali (West), Mumbai 400 092, in the registration sub-district of Mumbai City and Mumbai Suburban (hereinafter for the sake of brevity referred to as the **“said First plot of land”**).
  - ii. By a Deed of Lease dated 28<sup>th</sup> March, 1968 made and executed between the said Shree Jam Hosiery Works Pvt. Ltd. therein referred to as the Lessors of the One Part and one M/s New National Chemical Industries therein referred to as the Lessees of the Other Part, the said Shree Jam Hosiery Works Pvt. Ltd., granted on Lease part of the said First plot of land to the said M/s New National Chemical Industries for a price and upon the



terms and condition therein mentioned. The said Deed of Lease dated 28<sup>th</sup> March, 1968 is duly registered with the Sub-registrar of Assurances Bombay under Serial No. BOM/R/2915 of 1968.

iii. Although the Lease Deed was executed in the year 1968, in fact Lease was granted in the year 1954 and the said New National Chemical Industries was put in possession of the said property in the year 1954.

iv. By a Deed of Licence dated 6<sup>th</sup> October, 1960 made between (1) Fakirchand Balabhai Khatri, (2) Gopaldas Premchand Shah, (3) Bhupendra Gopaldas and (4) Vinod Fakirchand Khatri last then being minor through his father and natural guardian Fakirchand Balabhai Khatri, the then partners of M/s. New National Chemical Industries therein referred to as the Licensors of the One Part and M/s. All India Medical Corporation therein referred to as the Licensees of the Other Part, the said New National Chemical Industries granted on Leave and License and permission to use and occupy two sheds admeasuring about 7000 sq. ft. and 300 sq. ft constructed by the said New National Chemical Industries on the part of the said First plot of land, to the said All India Medical Corporation for the consideration and upon the terms and conditions therein mentioned.

v. The said New National Chemical Industries filed a Suit in the Hon'ble High Court of Judicature at Bombay being Suit No. 151 of 1963 which came up for final hearing and disposal before the Hon'ble Justice Kathawalla on 22<sup>nd</sup> April, 1968 when his Lordship was pleased to pass a decree as agreed between the Plaintiffs and Defendants whereby it was declared that All India Medical Corporation are the Licensee of the New National Chemical Industries in respect of the larger shed bearing Municipal No. R 4336/1 admeasuring 100\*70 ft. equivalent to 7000 sq. ft., the Licence in respect thereof. It was further ordered and decreed that the said All India Medical Corporation shall surrender all their claim and/or right whatsoever in respect of the smaller shed bearing Municipal No.

4333/3 admeasuring about 50 feet and the said All India Medical Corporation was directed to hand over possession of the said small shed to New National chemical Industries.

vi. Due to finalization of Town Planning Scheme the said First Plot of Land was allotted Final Plot No. 169 of TPS III admeasuring 4903.5 sq. mtrs. in lieu of Original Plot No. 57/H bearing CTS No. 766 B of Village Borivali.

vii. Pursuant thereto dispute and differences arose between the partners of M/s. New National Chemical Industries. The said disputes and differences between the partners were settled amicably between the parties interse by a written Agreement dated 20<sup>th</sup> September, 1969 made and executed between Gopaldas Premchand Shah and Bhupendra Gopasdas Shah therein referred to as the Party of the First Part and Fakirchand Balabhai Khatri and Vinod Fakirchand Khatri therein referred to as the Party of the Second Part, wherein the part of the said First Plot of Land admeasuring 3285 sq. mtrs. or thereabouts were partitioned amongst the Partners of the said New National Chemical Industries on the terms and conditions recorded therein.

viii. In view of the partition as setout hereinabove, the said All India Medical Corporation remained to be the Licensee of the reconstituted firm of New National Chemical Industries constituted by Bhupendra Shah and Gopaldas Shah having 50% share each in the said partnership firm.

ix. As such, the said All India Medical Corporation was the Licensee in respect of the shed admeasuring 7000 sq. ft. bearing Municipal No. R-4336/I made of brick masonry wall with roofs of corrugated cement sheets constructed on the part of the said First Plot of Land.

x. By an Agreement for Sale dated 12<sup>th</sup> August, 2004 made between the said Shree Jam Hosiery Works Pvt. Ltd. therein referred to as the Vendors of the One Part and Devpooja Builders Pvt. Ltd., therein referred

to as the Purchasers of the Other Part, the said Shree Jam Hosiery Works Pvt. Ltd. Agreed to sell and/or transfer the said First Plot of Land to the said Devpooja Builders Pvt. Ltd. for the price and upon the terms and conditions therein mentioned. The said Agreement for Sale dated 12<sup>th</sup> August, 2004 is duly registered with the Sub-registrar of Assurances at Bandra under Serial No. BDR6/07935 of 2004 on 13<sup>th</sup> August, 2004.

xi. Pursuant to the aforesaid Agreement for Sale dated 12<sup>th</sup> August, 2004, the said Shree Jam Hosiery Works Pvt. Ltd., also executed a Power of Attorney dated 17<sup>th</sup> August 2004 in favour of the director/s of Devpooja Builders Pvt. Ltd., interalia authorizing them to do various acts, deeds, matters and things including execution of the conveyance as therein mentioned. The said Power of Attorney dated 17<sup>th</sup> August 2004 is duly registered with the Sub-registrar of Assurances at Bandra under Serial No. BDR-6/08106 of 2004 on 18<sup>th</sup> August, 2004.

xii. By a Deed of Surrender dated 16<sup>th</sup> June, 2005 made and executed between M/s. All India Medical Corporation, partnership firm through its partners therein referred to as the Party of the First Part; M/s New National Chemical Industries therein referred to as the Party of the Second Part and the said Devpooja Builders Pvt. Ltd., therein referred to as the party of the Third part, the said All India Medical Corporation surrendered all their rights with respect to the shed admeasuring 7000 sq. ft constructed on the said First plot of land, unto and in favour of the said Devpooja Builders Pvt. Ltd., for the consideration and upon the terms and conditions therein mentioned. The said Deed of Surrender dated 16<sup>th</sup> June, 2005 is duly registered with the Sub-registrar of Assurances at Bandra under Serial No. BDR12/2818 of 2005 on 22<sup>nd</sup> June, 2005.

xiii. By a Deed of Surrender dated 22<sup>nd</sup> June, 2005 made and executed between Devpooja Builders Pvt. Ltd. therein referred to as the Owners of the One Part and M/s New National Chemical Industries therein referred to

as the Lessees of the Second Part, the said M/s New National Chemical Industries surrendered all their Leasehold rights with respect to all that piece and parcel of land or ground admeasuring 3285 sq. mts being a part of the said First plot of land, unto to and in favour of the said Devpooja Builders Pvt. Ltd., for the price and upon the terms and conditions as therein mentioned. The said Deed of Surrender dated 22<sup>nd</sup> June, 2005 is duly registered with the Sub-registrar of Assurances at Bandra under Serial No. BDR12/2816 of 2005 on 22<sup>nd</sup> June, 2005.

xiv. By a Deed of Conveyance dated 14<sup>th</sup> September, 2007 made and executed between Shree Jam Hosiery Works Pvt. Ltd., therein referred to as the Vendors of the One part and Devpooja Builders Pvt. Ltd., therein referred to as the Purchasers of the Other Part, the said Shree Jam Hosiery Works Pvt. Ltd. sold, assigned, transferred and conveyed their reversionary interest in the said First plot of land, unto and in favour of the said Devpooja Builders Pvt. Ltd., for the terms and upon the consideration therein mentioned. The said Deed of Conveyance dated 14<sup>th</sup> September, 2007 is duly registered with the office of Sub-registrar of Assurances at Bandra under Serial No. BDR11/7702/2007 on 14<sup>th</sup> September, 2007.

xv. In view of the documents recited hereinabove, the said Dev Pooja Builders Private Ltd. became entitled to the said First Plot of Land as the owner thereof.

xvi. One M/s. M.K Builders was seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of ancestral land bearing Final Plot No. 169-A of Town Planning Scheme No.III, being part of land bearing old C.T.S. No. 766-B and admeasuring 362.40 sq. mtrs. or thereabouts of revenue village Borivali, Taluka Borivali, situate, lying and being at Shimpoli Road, Rajda Nagar, Borivali (West), Mumbai 400 092, in the registration sub-district of Mumbai City and Mumbai Suburban



(hereinafter for the sake of brevity referred to as the “**said Second plot of land**”).

xvii. By a Deed of Conveyance dated 15<sup>th</sup> December, 2004 made and executed between M/s. M.K Builders, therein referred to as the Vendor/Developer of the One part and the said Devpooja Builders Pvt. Ltd., therein referred to as the Purchaser of the Other Part, the said M/s. M.K Builders sold, assigned, transferred and conveyed the said Second plot of land, unto and in favour of the said Devpooja Builders Pvt. Ltd., for the terms and upon the consideration therein mentioned. The said Deed of Conveyance dated 15<sup>th</sup> December, 2004 is duly registered with the office of Sub-registrar of Assurances at Bandra under Serial No.BDR6/12100/2004 on 16<sup>th</sup> December, 2004.

xviii. Pursuant to the aforesaid Deed of Conveyance dated 15<sup>th</sup> December, 2004, the said M/s. M.K Builders also executed a Power of Attorney dated 5<sup>th</sup> October, 2005 in favour of the director of Devpooja Builders Pvt. Ltd., i.e. Mr. Dhiren Doshi, interalia authorizing him to do various acts, deeds, matters and things as therein mentioned.

xix. Since the part of the First and Second Plots of Lands was under reservation, Devpooja Builders Pvt. Ltd., submitted the layout for amalgamation of the said First and Second plots of lands and sub-division of the amalgamated plots which was sanctioned by the Collector-Mumbai Suburban District vide its order No. 5085, dated 6<sup>th</sup> September, 2014. As per the sanctioned layout, the said First and Second Plots were shown as Plot A admeasuring 2802.90 sq. mtrs., and Plot B admeasuring 2463.25 sq. mtrs., in all admeasuring 5265.9 sq. mtrs., The aforesaid Plot A is eventually numbered as Final Plot No.169A/1 by the concerned authorities, whilst the aforesaid Plot B is eventually numbered as Final Plot No.169A/2 by the concerned authorities.

xx. The above referred Plot A i.e. land bearing Final Plot No.169A/1, was capable of being developed in accordance with the then prevailing Development Control Regulations as a Shopping Centre;

xxi. The said Devpooja Builders Pvt. Ltd., thus got the plans sanctioned from MCGM under IOD No. CHE/A-3715/BP(WS)/AR from the Executive Engineer (Building Proposals) (Western Subs.) "R" Ward dated 23<sup>rd</sup> January, 2006 for construction of the commercial building to be named as D-victoria Wall comprising of 3 level basement, ground floor, first floor, second floor (part), third floor (part) and fourth floor (part) (hereinafter referred to as the said "**Shopping Centre**"), on the above referred Plot No. A i.e. land bearing Final Plot No.169A/1.

xxii. Thereafter, by an Agreement for Sale dated 13<sup>th</sup> July, 2007 made and executed between the said Devpooja Builders Pvt. Ltd., therein referred to as the Vendors of the First Part and Pusti Enterprises Pvt. Ltd. (now known as Reliance Progressive Traders Pvt. Ltd.) therein referred to as the Purchasers of the Other Part, the said Devpooja Builders Pvt. Ltd. agreed to sell and/or transfer the said Final Plot No.169A/1 together with the said Shopping Centre standing thereon to and in favour of the said Pusti Enterprises Pvt. Ltd. (now known as Reliance Progressive Traders Pvt. Ltd.) for the price and upon the terms and conditions therein mentioned. The said Agreement for Sale dated 13<sup>th</sup> July, 2007 is duly registered with the office of Sub-registrar of Assurances at Bandra under Serial No. BDR10/5081/2007 on 13<sup>th</sup> July, 2007.

xxiii. Pursuant thereto by an Indenture of Conveyance dated 10<sup>th</sup> April 2017 made and executed between the said Devpooja Builders Pvt. Ltd. therein referred to as the Vendors of the First Part and Reliance Progressive Traders Pvt. Ltd., (formerly known as Pusti Enterprises Pvt. Ltd.) therein referred to as the Purchasers of the Other Part, the said Devpooja Builders Pvt. Ltd., sold, assigned, transferred and conveyed the said land bearing



Final Plot No.169A/1 together with the said Shopping Centre standing thereon, unto and in favour of the said Reliance Progressive Traders Pvt. Ltd. (formerly known as Pusti Enterprises Pvt. Ltd.) for a price and upon the terms and conditions therein mentioned. The said Indenture of Conveyance dated 10<sup>th</sup> April 2017 is dully registered with the office of Sub-registrar of Assurances at Borivali under Serial No.BRL1/3862/2017 on 12<sup>th</sup> April 2017.

xxiv. In view of the above the said Dev Pooja Builders Private Ltd. is entitled to the remaining portion of the said first and second plot i.e. Plot of Land admeasuring 2463 sq. mtrs. or thereabouts and now bearing Final Plot No.169A/2 (hereinafter for the sake of brevity referred to as the "**said Final Plot No.169A/2**") and as more particularly described in the First Schedule hereunder written as the Owner thereof.

xxv. The said Final Plot No.169A/2 was shown as reserved for "**School**" under the then Development Plan published for the said area by the MCGM and the same is continuing even under the present Development Plan.

2. In respect of the property forming part of the Second Schedule hereunder written, I have to record as under:

i. Shree Jam Hosiery Works Pvt. Ltd. was the owner all that piece and parcel of land bearing Original Plot No. 57/J, Final Plot No. 170 of Town Planning Scheme No.III, being part of land bearing old C.T.S. No. 767 and admeasuring 1074 sq. mtrs. or thereabouts of revenue village Borivali, Taluka Borivali, situate, lying and being at Shimpoli Road, Rajda Nagar, Borivali (West), Mumbai 400 092 in the registration sub-district of Mumbai City and Mumbai Suburban (hereinafter for the sake of brevity referred to as the "**said Final Plot No.170**") as more particularly described in the Second Schedule hereunder written.

ii. One Ramdular Dilip Yadav was in use and occupation of certain structures such as stable and three godowns being used for storage purposes and standing on the said Final Plot No.170.

iii. The said Ramdular Dilip Yadav died intestate leaving behind him his three sons i.e. Lalji Ramdular Yadav, Premji Ramdular Yadav and Shivji Ramdular Yadav as his only heirs and legal representatives as per the Hindu Succession Act 1956 by which he is governed at the time of his death.

iv. By an Agreement for Assignment cum Development dated 19<sup>th</sup> April, 2003, the said Lalji Ramdular Yadav, Premji Ramdular Yadav and Shivji Ramdular Yadav therein referred to as the Assignors of the One Part and Devpooja Builders Pvt. Ltd., therein referred to as the Assignees of the Other Part, the said Lalji Ramdular Yadav, Premji Ramdular Yadav and Shivji Ramdular Yadav agreed to sell and/or transfer and/or assign all their right, title and interest in the said Final Plot No. 170 and in the godowns/structures standing thereon, unto and in favour of the said Devpooja Builders Pvt. Ltd., for the price and upon the terms and conditions therein mentioned.

v. Pursuant to the aforesaid Agreement for Assignment cum Development dated 19<sup>th</sup> April, 2003, the said Lalji Ramdular Yadav, Premji Ramdular Yadav and Shivji Ramdular Yadav also executed a Power of Attorney dated 6<sup>th</sup> May, 2003 in favour of the director of Devpooja Builders Pvt. Ltd., interalia authorizing him to do various acts, deeds, matters and things as therein mentioned. The said Power of Attorney dated 6<sup>th</sup> May, 2003 is duly registered with the Sub-registrar of Assurances at Bandra under Serial No.BDR-8/04695 of 2003.

vi. The said Final Plot No.170 was shown as reserved for “Play Ground” under the then Development Plan published for the said area by



the MCGM and the same is continuing even under the present Development Plan.

vii. By an Agreement for Sale dated 30<sup>th</sup> January, 2004 made and executed between the said Shree Jam Hosiery Works Pvt. Ltd. therein referred to as the Vendors of the One Part and one M/s Siddhivinayak Builders therein referred to as the Purchasers of the Other Part, the said Shree Jam Hosiery Works Pvt. Ltd., agreed to sell, transfer and convey the said Final Plot No.170 to the aforesaid M/s Siddhivinayak Builders, for the price and upon the terms and conditions therein mentioned.

viii. Pursuant thereto by an Indenture of Conveyance dated 14<sup>th</sup> September 2007 made and executed between the said Shree Jam Hosiery Works Pvt. Ltd., therein referred to as the Vendors of the First Part; M/s Siddhivinayak Builders therein referred to as the Confirming Party of the Second Part and Devpooja Builders Pvt. Ltd., therein referred to as the Purchasers of the Third Part, the said Shree Jam Hosiery Works Pvt. Ltd., together with the confirmation of the aforesaid M/s Siddhivinayak Builders, sold, assigned, transferred and conveyed the said Final Plot No.170 unto and in favour of the said Devpooja Builders Pvt. Ltd., for the price and upon the terms and conditions therein mentioned. The said Indenture of Conveyance dated 14<sup>th</sup> September 2007 is duly registered with the office of Sub-registrar of Assurances at Bandra under Serial No.BDR6/7432/2007 on 14<sup>th</sup> September 2007.

ix. In view of the aforesaid facts the said Dev Pooja Builders Private Ltd., came to be entitled to the said Final Plot No.170 as the Owner thereof.

x. The said Devpooja Builders Pvt. Ltd., had also demolished the structures/godowns on the said property and the same is evident from the plan annexed to the survey report dated 30.08.2018 of the City Survey Officer, Borivali interalia evidencing that there are no structures on the said property.

3. The said Final Plot No.169A/2 and the said Final Plot No.170 are hereinafter for the sake of brevity collectively referred to as the 'said properties'.

4. I had caused Advertisement/Public Notices inviting claims against the said properties to be issued in the Free Press Journal (in English language) on 28<sup>th</sup> November, 2019 and in the Mumbai Samachar (in Gujarati language) on 29<sup>th</sup> November, 2019 in pursuance whereof, I have not received any claims in respect of the said properties or any part thereof.

5. I had also caused search to be taken in respect of the said Final Plot No. 169 admeasuring about 4903.50 sq. mtrs. i.e. the said First Plot of Land, through search clerk Mr. Nilesh Vagal in the office of Sub-Registrar, Mumbai and Bandra from 1980 to 2019 and Bandra Sub-Registrar Offices Nos. 1 to 7 in computer record from 2002 to 2019 and online search from 1985 to 2019 and further search from office of Sub-Registrar, Borivali Kandivali and Goregaon and Mumbai Sub-Registrar Offices Nos. 1 to 8 in computer record and online search for the year 2019. On perusal of the search reports dated 24<sup>th</sup> May, 2019 and 18<sup>th</sup> November, 2019 of Mr. Nilesh Vagal, I have noticed that the search report is prepared subject to torn pages and that the offices of the Sub-Registrar have not maintained the records of the Index Register, save and except to the extent aforesaid I have not come across any encumbrances in respect of the aforesaid property.

6. I had also caused search to be taken in respect of the said Final Plot No. 169A admeasuring about 362.40 sq. mtrs. i.e. the said Second Plot of Land, through search clerk Mr. Nilesh Vagal in the office of Sub-Registrar, Mumbai and Bandra from 1980 to 2019 and Bandra Sub-Registrar Offices Nos. 1 to 7 in computer record from 2002 to 2019 and online search from



1985 to 2019 and further search from office of Sub-Registrar, Borivali Kandivali and Goregaon and Mumbai Sub-Registrar Offices Nos. 1 to 8 in computer record and online search for the year 2019. On perusal of the search reports dated 24<sup>th</sup> May, 2019 and 18<sup>th</sup> November, 2019 of Mr. Nilesh Vagal, I have noticed that the search report is prepared subject to torn pages and that the offices of the Sub-Registrar have not maintained the records of the Index Register, save and except to the extent aforesaid I have not come across any encumbrances in respect of the aforesaid property.

7. I had also caused search to be taken in respect of the said Final Plot No. 170 through search clerk Mr. Nilesh Vagal in the office of Sub-Registrar, Mumbai and Bandra from 1980 to 2019 and Bandra Sub-Registrar Offices Nos. 1 to 7 in computer record from 2002 to 2019 and online search from 1985 to 2019 and further search from office of Sub-Registrar, Borivali Kandivali and Goregaon and Mumbai Sub-Registrar Offices Nos. 1 to 8 in computer records and online search for the year 2019. On perusal of the search reports dated 24<sup>th</sup> May, 2019 and 18<sup>th</sup> November, 2019 of Mr. Nilesh Vagal, I have noticed that the search report is subject to torn pages and that the offices of the Sub-Registrar have not maintained the records of the Index Register, save and except to the extent aforesaid I have not come across any encumbrances in respect of the aforesaid property.

8. The revenue records of the said properties i.e. the property cards thereof, currently stand in the name of the said Dev Pooja Builders Private Ltd., through its director Mr. Dhiren S. Doshi, as the owner thereof, however the name of Ramdular Dilip Yadav is shown as "*Imla Malik*" in the '*other rights column*' of the property card in respect of the said Final Plot No.170 and the same is not yet deleted. The said Dev Pooja Builders Private Ltd., had applied to the City Survey Officer, Borivali for the

deletion of the name of Mr. Ramdular Dilip Yadav from the property card of the said Final Plot No.170, however the same was rejected vide an Order dated 27.08.2018. Pursuant thereto, the said Dev Pooja Builders Private Ltd., preferred an Appeal being Appeal S.R. No. 714 of 2019 against the aforesaid Order of the City Survey Officer, before the District Superintendent of Land Records and the same was rejected vide an Order dated 29.08.2019 on the ground that since the town planning scheme had already come into effect for the property in question, neither the Appellate Authority nor the City Survey Officer had jurisdiction to entertain the aforesaid application made by the said Dev Pooja Builders Private Ltd. However, as mentioned above, the structures originally standing on the Final Plot No.170 have since been demolished.

9. Mr. Dhiren S. Doshi i.e. the director of Devpooja Builders Pvt. Ltd., has also executed a Declaration dated 14<sup>th</sup> January, 2020 interalia declaring that the said properties are vacant and that there are no order/s passed by any Court and/or Authority interalia restraining them in any manner from dealing with the said properties and neither are there any suits and/or other proceedings filed against them in connection with the said properties or any part thereof.

10. In the circumstances, subject to what is stated herein above, I certify that the title of the said Dev Pooja Builders Private Ltd., to the said properties is clear and marketable and free from all mortgages.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

All that piece and parcel of land bearing Original Plot No. 57/H, Final Plot No. 169/A/2 of Town Planning Scheme No.III, Borivali (Final) being part of land bearing old C.T.S. No. 766-B and admeasuring 2463 sq. mtrs. or



thereabouts of revenue village Borivali, Taluka Borivali, situate, lying and being at Shimpoli Road, Rajda Nagar, Borivali (West), Mumbai 400 092, in the registration sub-district of Mumbai City and Mumbai Suburban and bounded as follows i.e.

- On or towards the East : by 9M Road
- On or towards the West : by lands bearing FP Nos. 170 & 171
- On or towards the North : by 9M Road
- On or towards the South : by lands bearing FP No. 169/A/1

**THE SECOND SCHEME ABOVE REFERRED TO:**

All that piece and parcel of land bearing Original Plot No. 57/J, Final Plot No. 170 of Town Planning Scheme No.III, Borivali (Final) being part of land bearing old C.T.S. No.767, now bearing C.T.S. No.767-B and admeasuring 1074 sq. mtrs. or thereabouts of revenue village Borivali, Taluka Borivali, situate, lying and being at Shimpoli Road, Rajda Nagar, Borivali (West), Mumbai 400 092, in the registration sub-district of Mumbai City and Mumbai Suburban and bounded as follows i.e.

- On or towards the East : by lands bearing FP No. 169/A/2 & FP No. 169/A/1
- On or towards the West : by 18.3M Road
- On or towards the North : by land bearing FP No. 171
- On or towards the South : by lands bearing FP No. 169B

Dated this 15<sup>th</sup> day of January, 2020



(Dhiren H. Shah)  
Advocate & Solicitor

# DHIREN H. SHAH

Advocate & Solicitor

Ref. No. :

Date :

142 / 2022

15<sup>th</sup> June, 2022

## TO WHOMSOEVER IT MAY CONCERN

1. I had issued a Title Certificate dated 15<sup>th</sup> January, 2020 in respect of the property more particularly described in the First and Second Schedule hereunder written.
2. In paragraph 8 of my aforesaid Title Certificate dated 15<sup>th</sup> January, 2020, it is mentioned that the revenue records of the said properties there mentioned i.e. the property cards thereof, currently stand in the name of the said Dev Pooja Builders Private Ltd., through its director Mr. Dhiren S. Doshi, as the owner thereof, however the name of Ramdular Dilip Yadav is shown as "*Imla Malik*" in the '*other rights column*' of the property card in respect of the said Final Plot No.170 [i.e. property more particularly described in the second schedule hereunder written] and the same is not yet deleted.
3. The said Dev Pooja Builders Private Ltd., had thereafter preferred an Appeal being Appeal No. 1095/2020 before the Deputy Director of Land Records, Konkan Pradesh, Mumbai (DDL) against the Order dated 29.08.2019 of the District Superintendent of Land Records and the same had been partly allowed.
4. The said Dev Pooja Builders Pvt. Ltd., thereafter filed a revision/appal i.e. Appeal No.2622/2491/PK003/J-3 before the Hon'ble Minister, Revenue & Forest Division, Government of Maharashtra, under section 257 of the Maharashtra Land Revenue Code, 1966 and the same had been allowed vide an order dated 13.04.2022.
5. In accordance with the directions contained in the Order dated 13.04.2022 passed by the Hon'ble Minister, Revenue & Forest Division, Government of Maharashtra, the name of Ramdular Dilip Yadav appearing as "*Imla Malik*" in the '*other right column*' of the property card in respect of the said Final Plot No.170, has been deleted and accordingly, the said property card now reflects only the name of Dev Pooja Builders Private Ltd., as the owner/holder thereof.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

All that piece and parcel of land bearing Original Plot No. 57/H, Final Plot No. 169/A/2 of Town Planning Scheme No.III, Borivali (Final) being part of land bearing old C.T.S. No. 766-B and admeasuring 2463 sq. mtrs. or thereabouts of revenue village Borivali, Taluka Borivali, situate, lying and being at Shimpoli Road, Rajda Nagar, Borivali (West), Mumbai 400 092, in the registration sub-district of Mumbai City and Mumbai Suburban and bounded as follows i.e.

- On or towards the East : by 9M Road
- On or towards the West : by lands bearing FP Nos. 170 & 171
- On or towards the North : by 9M Road
- On or towards the South : by lands bearing FP No. 169/A/1

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

All that piece and parcel of land bearing Original Plot No. 57/J, Final Plot No. 170 of Town Planning Scheme No.III, Borivali (Final) being part of land bearing old C.T.S. No.767, now bearing C.T.S. No.767-B and admeasuring 1074 sq. mtrs. or thereabouts of revenue village Borivali, Taluka Borivali, situate, lying and being at Shimpoli Road, Rajda Nagar, Borivali (West), Mumbai 400 092, in the registration sub-district of Mumbai City and Mumbai Suburban and bounded as follows i.e.

- On or towards the East : by lands bearing FP No. 169/A/2 & FP No. 169/A/1
- On or towards the West : by 18.3M Road
- On or towards the North : by land bearing FP No. 171
- On or towards the South : by lands bearing FP No. 169B

Dated this 15<sup>th</sup> day of June 2022



[Dhiren H. Shah]  
Advocate & Solicitor

# DHIREN H. SHAH

Advocate & Solicitor

Ref. No. :

Date :

252/ 2022

5<sup>th</sup> September, 2022

1. The legal heirs of one Mr. Ramdular Dilip Yadav have filed a suit i.e. S.C. Suit No. 1225 of 2020 before the Hon'ble City Civil Court at Dindoshi against Dev Pooja Builders Private Ltd., inter alia claiming certain rights in respect of the property more particularly mentioned in the schedule hereunder written ('**said property**'), on the ground that the name of Ramdular Dilip Yadav appears as "Imla Malik" in the 'other right column' of the property card of the said property.
2. During the pendency of the aforesaid suit, the legal heirs of the said Mr. Ramdular Dilip Yadav have vide a Deed of Surrender dated 18<sup>th</sup> February 2021 executed by them in favour of the Dev Pooja Builders Private Ltd., surrendered all their rights in the said property unto and in favour of Dev Pooja Builders Private Ltd., for valuable consideration. The said Deed of Surrender dated 18<sup>th</sup> February 2021 is duly registered with the Sub-registrar of assurances at Borivali under Sr. No. BRL-6-2791 of 2021.
3. The aforesaid S.C. Suit No. 1225 of 2020 is however still pending before the Hon'ble City Civil Court at Dindoshi.
4. In the light of the above and in the light of what has been stated in my Title certificate dated 15.01.2020 read with the Addendum dated 15.06.2022 in respect of the properties more particularly described in the First and Second Schedule hereunder written, which includes the said property, in my view the title of the Dev Pooja Builders Private Ltd., to the said property is clear and marketable.

**THE SCHEDULE ABOVE REFERRED TO:**

All that piece and parcel of land bearing Original Plot No. 57/J, Final Plot No. 170 of Town Planning Scheme No.III, Borivali (Final) being part of land bearing old C.T.S. No.767, now bearing C.T.S. No.767-B and admeasuring 1074 sq. mtrs. or thereabouts of revenue village Borivali, Taluka Borivali, situate, lying and being at Shimpoli Road, Rajda Nagar, Borivali (West), Mumbai 400 092, in the registration sub-district of Mumbai City and Mumbai Suburban and bounded as follows i.e.

On or towards the East : by lands bearing FP No. 169/A/2 & FP No. 169/A/1

On or towards the West : by 18.3M Road

On or towards the North : by land bearing FP No. 171

On or towards the South : by lands bearing FP No. 169B

  
[Dhiren H. Shah]  
Advocate & Solicitor