AVESH IQBAL MUSANI

B. Com., LL.B.
Advocate, High Court

Office: H/03, Nasheman Colony,
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01/07/2017

TITLE CERTIFICATE

My client viz. **M/s. AL MANTASHA CONSTRUCTIONS**, through its Proprietor, viz. **MR. GAYASUDDIN RIYAZUDDIN KHAN**, having address at T/05, New Aman Apartment, Kifayat Colony, Kausa, Dist. Thane-400612; have provided me documents in respect of the following properties:

ALL THAT PIECE AND PARCEL of plot of land admeasuring area of 0H-81-0P, equivalent to **8,100 square meters**, bearing **Survey No.112, Hissa No. 1**, lying & being at village **KAUSA**, Tal. & Dist. Thane; in the Sub-Registration District of Thane and within the limits of Thane Municipal Corporation.

On a perusal of the said produced documents, it is observed as under:

1) Village Form No. VII-XII (7/12 extract) of the said plot issued by **Talathi** Saja **MUMBRA**, Tal. & Dt. Thane on **11/12/2014**, shows the Holders of the said plot as **Yusuf Ahmed Kasmani & Others**.

2) **MR. ZUBAIR IBRAHIM RAWAL**, an adult, Indian, having address at Flat No.501/K, Nasheman Colony, Kausa, Thane – 400612, (hereinafter referred to as "**Owner**") had purchased the said plot (along-with another adjacent plot bearing S.No.112/2 adm 8090 sq. mtrs., village Kausa, Tal. & Dt. Thane hereinafter referred to as the adjacent plot & jointly said total land) as under:

   (a) 76.66% of the rights, title and interest in the said total lands were purchased by OWNER from Salim Badruddin Charaniya & others, vide **Conveyance Deed dated 05/03/2010** duly

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registered with Sub-Registrar, Thane-2 at Serial No. **TNN2-2917-2010**.

(b) 23.34% of the rights, title and interest in the said total lands were purchased by Owner from Shri. Yusuf Kasmani & others, vide registered deeds as under:

(i) **Agreement for Sale dated 30/07/2011** duly registered with Sub-Registrar, Thane-5 at Serial No. **TNN5-7290-2011** dated 01/08/2011.

(ii) **Agreement for Sale dated 30/07/2011** duly registered with Sub-Registrar, Thane-5 at Serial No. **TNN5-7291-2011** dated 01/08/2011.

(iii) **Agreement for Sale dated 30/07/2011** duly registered with Sub-Registrar, Thane-5 at Serial No. **TNN5-7301-2011** dated 01/08/2011.

3) Pursuant to acquiring 100% (one hundred) rights, title and interest in the said total lands, the OWNER had contemplated sale & transfer of said plot to and in favour of **M/s. ARNA**, a Partnership Firm, registered under the Indian Partnership Act, 1932, through its Partners (a) Shri. Ishwar S. Patel, (b) Shri. Pritesh Shamji Patel, (c) Shri. Manojkumar A. Dubal, (d) Smt. Bhavya Damjibhai Patel, having its registered office at 308, B-Wing, Galleria Shopping Market, Hiranandani Gardens, Powai-Mumbai-400076; (hereinafter called as the "**FIRST CONFIRMING PARTY**") and **M/s. NEW GHARONDA DEVELOPERS**, a Partnership Firm, registered under the provisions of Indian Partnership Act, 1932 & having its registered office at S.No.112, Near Kalsekar College, Village Kausa, Taluka & Dist. Thane, through its Partners (a) **MR. NURUDDIN LATIF NAIK**, an adult, having address at Flat No. L – 504, 5th floor, Nasheman Colony (Old) – L wing, Kausa (Mumbra), Dist. Thane-400612; and (b) **MR. SAYED MANAZIR HASAN**, son of Syed Badruddin Ashraf, Aged 50 years, Indian, having address at Flat No.11, 4th floor, Zeveri Mansion, Motlibai Street, Aripada, Mumbai-1; (hereinafter called as the "**SECOND CONFIRMING PARTIES**") jointly and for that purpose the parties entered into various deeds & got the same registered details whereof are as follows:

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(i) **Agreement for Sale dated 01/08/2011** duly registered with Sub-Registrar, Thane-5 at Serial No. **TNN5-7306-2011** dated 02/08/2011, with respect to **23.34%** rights of land bearing **S.No.112, H.No.1**, village Kausa, Tal. & Dt. Thane, agreed to be sold for due consideration of Rs.1,35,00,000/- (Rupees One crore thirty five lakhs only) (hereinafter referred to as "suit Agreement No.1")

(ii) **Deed of Conveyance dated 01/08/2011**, duly registered with Sub-Registrar, Thane-5 at Serial No. **TNN5-7309-2011** dated 02/08/2011, with respect to **76.66%** rights of land bearing **S.No.112, H.No.1**, village **Kausa**, Tal. & Dt. Thane, for due consideration of **Rs.1,80,00,000/-** (Rupees One crore eighty lakhs only), (hereinafter referred to as "suit Deed No.1")

(iii) **Substituted Power of Attorney**, duly attested with Sub-Registrar, Thane-5 at **Sr. No. 650/2011** on 01/08/2011, pertaining to **23.34%** rights of land bearing **S.No.112, H.No.1**, village Kausa, Dt. Thane.

(iv) **Substituted Power of Attorney**, duly attested with Sub-Registrar, Thane-5 at **Sr. No. 649/2011** on 01/08/2011, pertaining to **76.66%** rights of land bearing **S.No.112, H.No.1**, village Kausa, Dt. Thane

(v) **AFFIDAVIT cum DECLARATION** dated 21/11/2011 **executed** by MR. SAYED MANAZIR HASAN, Partner of **M/s. New Gharonda Developers,** duly registered with Sub-Registrar, Thane-5, at Sr. No. TNN5-10370-2011,

4) The First Confirming Party and Second Confirming Parties jointly could not made any progress in the development of the said plot for a considerable time so also they could not release & pay further agreed amounts to the Owner as per the terms of the agreements. In response thereto, the OWNER terminated the said documents vide a legal Notice on the ground of non-payment of the consideration amounts.

5) The OWNER had also then, filed **Special Civil Suit No. 530 of 2012**, before Hon'ble Civil Judge (S.D.), Thane at Thane, against the First Confirming Party and Second Confirming Parties jointly, with respect to the said plot as well as said adjacent plot.

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6) The said civil suit was amicably settled out of court by virtue of **Consent Term dated 08/12/2014** filed by the parties to the suit wherein it was decided and resolved that all the parties to the suit will grant development rights in respect of said plot in favour of proposed Developers details as under:-

(1) **M/s. SEHYADRI GREHNIRMAN**, a Partnership firm, through its Partner, viz. **MR. ASGAR ALI HASAN MIYA SURME**, aged about 48 years, having its registered office at Shop No.3, Tower A-2, Royal Garden, Next to Bilal Hospital, Kausa, Dist. Thane-400612;

(2) **M/s. AL MANTASHA CONSTRUCTIONS**, through its Proprietor, viz. **MR. GAYASUDDIN RIYAZUDDIN KHAN**, aged about 38 years, having address at T/05, New Aman Apartment, Kifayat Colony, Kausa, Dist. Thane-400612

Hereinafter called as the "**DEVELOPERS / BUILDERS**"

7) In the said suit, **MR. ASIF YUSUF SHAIKH**, Aged about 46 years, Indian, Address: A/6, ALABA, 83, Cyrus Avenue Road, Agripada, Mumbai-400007, (hereinafter called as the "**THIRD CONFIRMING PARTY**") and **MR. ASHRAF USMAN PATHAN,** adult, Indian, Address at Room No.203-204, 2nd floor, Apna Apartment, Near South Indian Bank Ltd., Amrut Nagar, Mumbra, Dist. Thane-400612; (hereinafter called as the "**FOURTH CONFIRMING PARTY**") were added party Defendants to the said suit, as they too had interest in the said plot.

a. The said Developers were also made parties to the said suit and they too signed the consent term filed in the Hon'ble Court.

b. Accordingly the said Developers had given undertakings to the Hon'ble Court about compensating the Owners, First Confirming Party, Second Confirming Parties, Third Confirming Party, Fourth Confirming Party, in the proportion as chalked down in the schedule annexed to the Consent Term.

8) By virtue of said Consent Term, the suit has been duly decreed. Accordingly, as per the said Consent Decree in the said suit, the

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said documents (as stated above) executed and registered by and between the parties to the suit have been declared cancelled, terminated, revoked, and not binding on all the parties.

a. Furthermore the Confirming Parties have also executed a **Deed of Cancellation dated 31/12/2014** duly registered with Sub-Registrar, Thane-2 at Serial No. **TNN2-7-2015**, dated 01/01/2015, in respect of their past and present rights on the said plot, so also handed over the original deeds and documents to the Owner.

9) Pursuant to the cancellation of the above-mentioned deeds the ownership rights in the said plot has reverted back to the Owner, but the same is conditional to the grant to development rights to the Developers, herein so also paying monetary consideration & allotting constructed area to the Owner and the Confirming Parties as per the terms hereof.

10) By virtue of the said compromise, Owner has granted exclusive & sole rights of development of said plot, and all Confirming Parties above named have duly acknowledged the same by way of executing the necessary documents, which are as under:-

a. **AGREEMENT FOR DEVELOPMENT dated 31/12/2014**, duly registered with Sub-Registrar, Thane-2 at Serial No. TNN2-10-2015, dated 01/01/2015, (**76.66%** rights of said plot), and in furtherance thereof **IRREVOCABLE GENERAL POWER OF ATTORNEY dated 31/12/2014** registered with Sub-Registrar, Thane-2 at Serial No. TNN2-11-2015, dated 01/01/2015, is also granted by the Owner in favour of Developers.

b. **AGREEMENT FOR DEVELOPMENT dated 24/02/2015**, duly registered with Sub-Registrar, Thane-2 at Serial No. TNN2-1966-2015, (**23.34%** rights of said plot), and in furtherance thereof **IRREVOCABLE GENERAL POWER OF ATTORNEY dated 24/02/2015** registered with Sub-Registrar, Thane-2 at Serial No. TNN2-1966-2015, is also granted by the Owner in favour of Developers.

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11) The terms and conditions of the grant of development of the said plot includes compensating the Owner and the Confirming Parties as above named by way of monetary consideration as well as granting and allotting flats and premises in the proposed buildings (which is mutually agreed to be named as "**THE UNIVERSE**") as per agreed ratios / proportions.

a. However the said plot is subject to certain conditions laid down under the provisions of Urban Land Ceiling Act, (which now stands repealed).

b. Hence, as per the said Development Agreements, it is agreed that in the event of final disposal of the case before Hon'ble Apex Court in the matter of Urban Land Ceiling Act, to which the said plot is subjected and certain areas in the proposed building/s have to be allotted to the Government allottees through the Thane Municipal Corporation and/or the Competent Authority or any other authority or any other arrangement to be made, the same shall be binding upon the Owner.

c. However, in case until the conclusion of the present project and upon obtaining Occupation Certificate, the verdict of the Hon'ble Supreme Court of India is still awaited and if the authorities do not proceed with accepting the said constructed areas in the form of flats & rooms, then in that case, the Developers are entitled to withhold such areas of rooms (as per advise of the Architect) from the share of the Owner. The Developers are entitled to hand-over the said withheld area to Competent Authority or if it reverts back, to the Land-owner, as per the then prevailing laws or statutory directions of authorities.

12)Further as per the terms of Development Agreement, the development activities to be carried out by both the Developers shall be as under:

a. Bldg. No. A of 14 storied shall be developed by Developer at No.2, viz. **M/s. AL MANTASHA CONSTRUCTIONS**, through its Proprietor, viz. **MR. GAYASUDDIN RIYAZUDDIN KHAN.**



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b. Bldg. No. B, C, D of 14, 7 & 7 storied (respectively) shall be developed by Developer at No.1, viz. **M/s. SEHYADRI GREHNIRMAN**.

13) Accordingly, the said **M/s. AL MANTASHA CONSTRUCTIONS**, is fully entitled to develop 1 (one) building on the said plot bearing Survey No.112, Hissa No.1, village **KAUSA**, Taluka & District Thane, wherein the said project is named as "**THE UNIVERSE**", and the building to be developed is named as "**VENUS**"- A wing.

14) Based on the perusal of documents and further based on information furnished to me which I believed to be true, I certify that the rights of said **M/s. AL MANTASHA CONSTRUCTIONS**, to develop the said plot is clear and marketable, and free from reasonable doubt, and further the said **M/s. AL MANTASHA CONSTRUCTIONS**, is entitled to sell, transfer, dispose off & deal with the flats and premises in the proposed building coming to its share (excluding those flats & premises which it is liable to allot, grant & transfer as per the terms of development as stated above).

From the perusal of the above-mentioned documents, it is apparent that the said Developers are sufficiently entitled to development rights of the said plot bearing **Survey No.112, Hissa No.1**, lying & being at village **KAUSA**, Tal. & Dist. Thane; and thus their rights, title and interest on the said plots are legal and valid.

AVESH MUSANI ADVOCATE

Place: Mumbra, Dist. Thane
Date: 01/07/2017

AVESH MUSANI,
Advocate

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