



P. Hari

B. Com., (HONS), L.L.B. PGD-HRD., BM., IMP-EX
ADVOCATE, HIGH COURT

"LEGAL POINT"
- Enduring Legal Expertise -

Certificate of Title

I am instructed by one **Geetaspans Realtors Private Limited**, a company incorporated under the provisions of The Companies Act 1956 and now governed or deemed to be governed under the provisions of The Companies Act 2013, having its address at SH-2 A B Comm. Janki Heritage, 150 Feet Road, Near Reena Mehta College, Bhayandar (West), District – Thane 401 101, to give my report on title in respect of property which is described hereunder:-

- 1) By diverse deeds, factors and circumstances including intestate succession and survivorship, one Barkya Pandu Mali and his sons viz:- (1) Pandurang Barkya Mali, (2) Bhaskar Barkya Mali & (3) Mukund Barkya Mali, being joint owners, were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to several pieces or parcels of lands, hereditament and premises situate at, being and lying at Revenue Village – Shimpoli, Taluka – Borivali, Mumbai Suburban District, which is now falling with the local limits of R/North/South Ward of Municipal Corporation of Greater Mumbai, hereinafter collectively referred to as **"The Larger Properties"**.
- 2) Somewhere in the year 1957, the said Barkya Pandu Mali and his sons effected an oral partition of the Larger Properties amongst themselves.
- 3) By virtue of such oral partition, the properties which are described in the First Schedule written hereunder came to be allotted and apportioned in favour of the said Barkya Pandu Mali and some of such properties are out of the said Larger Properties, were allotted and apportioned in favour of the said Pandurang Barkya Mali and some

other properties out of and from the said Larger Properties were allotted and apportioned in favour of the said Bhaskar Barkya Mali and the remaining properties out of the said Larger Properties were allotted and apportioned in favour of the said Mukund Barkya Mali.

- 4) Such oral partitions and apportionments as referred hereinabove, were implemented and put into effect and effects to the same were also duly recorded in the revenue records, by and vide a Mutation Entry No. 107.
- 5) It is also mutually agreed by and between the said Barkya Pandu Mali and his sons viz:- Pandurang Barkya Mali, Bhaskar Barkya Mali & Mukund Barkya Mali that after the death of the said Barkya Pandu Mali, the properties which are described in the First Schedule written hereunder would be inherited by his son, with whom the parents i.e. the father Barkya Pandu Mali and mother Smt. Sakubai Barkya resided.
- 6) The said Barkya Pandu Mali and Smt. Sakubai Barkya Mali, resided with their youngest son viz:- Mukund Barkya Mali and he took care of the parents during their lifetime.
- 7) Accordingly, when the said Barkya Pandu Mali died in or about in the year 1960, his share of properties i.e. properties which are described in the First Schedule written hereunder were inherited and devolved upon by his youngest son Mukund Barkya Mali, as per the mutual agreement as referred to hereinabove.
- 8) The properties which are described in the First Schedule written hereunder, are hereinafter collectively referred to as **"The said Entire Land"**.





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- 9) The inheritance and devolution of the said Entire Land, by the said Mukund Barkya Mali is also duly recorded in the revenue records, by and vide a Mutation Entry No. 151. By and vide the said Mutation Entry, the name of the said Sakubai Barkya Mali, the mother of Mukund Barkya Mali, was also recorded as a co-owner of the said Entire Land.
- 10) In the premises as aforesaid, the said Mukund Barkya Mali & Sakubai Barkya Mali become jointly entitled to the said Entire Land, as absolute owners thereof.
- 11) By and vide an Agreement For Sale dated 6th July 1974, the said Mukund Barkya Mali & Sakubai Barkya Mali, had agreed to sell, transfer, assign and convey the said Entire Land, in favour of one Shri. Kanayalal Kalooji Jain & Shri Narain Tulsidas Kanai, at and on the terms and conditions and for valid consideration.
- 12) The said Entire Land were affected by Town Planning Scheme – III of Borivali – III.
- 13) By and vide an Agreement dated 5th August 1974 and duly recorded in a formal Agreement dated 18th September 1974, the said Kanayalal Kalooji Jain & Narain Tulsidas Kanai had in-turn agreed to sell various properties, including said Entire Land, in favour of one Shri. Jagdishnarain Agarwal, for valid consideration, at and on the terms and conditions, which are more particularly described therein.

- 14) The said Kanayalal Kalooji Jain & Narain Tulsidas Kanal with the due consent and concurrence of the said Mukund Barya Mali & Sakubai Barkya Mali, had handed over the quiet, vacant, peaceful and actual possession of the said Entire Land, in favour of the said Shri. Jagdishnarain Agarwal, in part performance of the terms of the said Agreement For Sale dated 18th September 1974.
- 15) Dispute and differences arose by and between the said Mukund Barkya Mali and Sakubai Barkya Mali and the said Kanayalal Kalooji Jain & Narain Tulsidas Kanal and the said Shri. Jagdishnarain Agarwal, in respect of the transaction, as contemplated by the said Agreement dated 18th September 1974 and consequently, the said Shri. Jagdishnarain Agarwal has filed a suit, being Suit No. 358 of 1980, in the High Court, judicature at Bombay, against the said Mukund Barya Mali and Sakubai Barkya Mali and the said Kanayalal Kalooji Jain & Narain Tulsidas Kanal, for the specific performance of the said Agreement dated 18th September 1974 and also obtained an ad-interim and interim relief of preventive injunction in the abovesaid suit, being Suit No. 358 of 1980. The said suit is transferred to Bombay City Civil Court, Mumbai Branch and presently numbered as 7420 of 1980.
- 16) Prior to the filing of the abovesaid suit, being Suit No. 358 of 1980, the said Sakubai Barkya Mali died on 08th June 1979, and as per the family arrangement, as stated hereinabove, her rights, interest, claim and benefits in respect of the said Entire Land was inherited by or devolved upon the said Mukund Barkya Mali.
- 17) Accordingly, by and vide a Mutation Entry Nos. 151 and 191, the name of the said Sakubai Barkya Mali came to be deleted from the revenue records of the said Entire Land.





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- 18) In the premises as aforesaid, the said Shri. Mukund Barkya Mali become the sole, absolute and exclusive owner of the said Entire Land.
- 19) By and vide an Agreement dated 1st November 1986, the said Mukund Barkya Mali & his family members agreed to sell, their respective share and rights in the said Entire Land, in favour of one Shri. Parshuram Ramchandra Shinde & Shri. Chintaman Bhaskar Mali, subject to the outcome of the abovesaid suit, being Suit No. 358 of 1980.
- 20) A Memorandum of Understanding came to be entered into by and between the said Shri. Jagdishnarain Agarwal and Shri. Parshuram Ramchandra Shinde and Shri. Chintaman Bhaskar Mali, in respect of the said Entire Land and accordingly, the said Shri. Parshuram Ramchandra Shinde and Shri. Chintaman Bhaskar Mali came to be added as parties in the abovesaid suit, on their contested application [i.e. Suit No. 358 of 1980].
- 21) Dispute arose by and between Shri. Parshuram Ramchandra Shinde and Shri. Chintaman Bhaskar Mali and the said Shri. Jagdishnarain Agarwal and the said Mukund Bhaskar Mali and his family members and consequently, and an another further suit came to be filed, being Suit No. 2902 of 1996, in the High Court of Judicature of Bombay, against the said Shri. Jagdishnarain Agarwal and others, for the specific performance of the alleged agreement in respect of the said Entire Land and the said suit is dismissed for want for prosecution vide order dated 11th January 2016.

- 22) Subsequently, the abovesaid Shri. Parshuram Ramchandra Shinde and Shri. Chintaman Bhaskar Mali and the said Shri. Jagdishnarain Agarwal and the said Mukund Bhaskar Mali and his family members have joined the duly registered Deed of Conveyance dated 05th September 2014, executed in favour of (1) Shri. Amrishchandra Jagdishnarain Agarwal, (2) Shri. Ashok Jagdishnarain Agarwal & (3) Shri. Ajay Jagdishnarain Agarwal, in respect of the said Entire Land and therefore the aforesaid Suit No. 358 automatically renders infructuous.
- 23) The said Shri. Jagdishnarain Agarwal died on 18th January 2004, leaving behind him, a writing dated 23rd November 2003, by way of last Will & Testament, leaving behind him the said (1) Shri. Amrishchandra Jagdishnarain Agarwal, (2) Shri. Ashok Jagdishnarain Agarwal & (3) Shri. Ajay Jagdishnarain Agarwal and Mr. Praful Jagdishnarain Agarwal, being his sons, Smt. Kantidevi Jagdishnaran Agarwal, being his widow and Smt. Beena Naresh Gupta, being his married daughter.
- 24) By and vide the said last Will & Testament dated 23rd November 2003, the said Shri. Jagdishnarain Agarwal had bequeathed his rights and interest in the said Entire Land, in favour of the said (1) Shri. Amrishchandra Jagdishnarain Agarwal, (2) Shri. Ashok Jagdishnarain Agarwal & (3) Shri. Ajay Jagdishnarain Agarwal, being his sons.
- 25) In the meantime, the Town Planning Scheme - III of Borivali was finally sanctioned and implemented and accordingly, Final Plots bearing details as under:-

S. No.	H. No.	CTS No.	O.P. No.	F.P. No.	Area [Sq. Mtrs.]	Zone
13	07	68	406	686	596.40	M & P
13	09	66	413	681	1,229.50	P.G.
13	11	75	401	691	438.80	R Zone
13	04	57	369	-		
Total					2,264.70	





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and more particularly described in the **Second Schedule** written hereunder in lieu of the said Entire Land and the abovesaid 3 (three) nos. Final Plots are hereinafter collectively referred to as **"The said Entire Plots"**.

- 26) By and vide a duly registered Deed of Release dated 30th September 2011 [Regn. No. Borivali-5 BDR-2/8433/2011], the said Shri. Mukund Barkya Mali had released, relinquished, renounced and assigned all and entire his rights, interest, benefits in the said Entire Land in favour of his son Shri. Rajendra Mukund Mali.
- 27) By and vide a duly registered Deed of Release dated 30th September 2011 [Regn. No. Borivali-5 BDR-2/8434/2011], one Thakubai Mukund Mali, i.e. wife of the said Mukund Barkya Mali had also released, relinquished, renounced and assigned all and entire her rights, interest, benefits in the said Entire Land in favour of her son Shri. Rajendra Mukund Mali.
- 28) By and vide a duly registered Deed of Release dated 30th September 2011 [Regn. No. Borivali-5 BDR-2/8436/2011], one Jayshree Mukund Mali [being the daughter of said Mukund Barkya Mali], had also released, relinquished, renounced and assigned all and entire her rights, interest, benefits in the said Entire Land in favour of Shri. Rajendra Mukund Mali.
- 29) By and vide a duly registered Deed of Release dated 30th September 2011 [Regn. No. Borivali-5 BDR-2/8772/2011], one Hemlata Mukund Mali [being the daughter of said Mukund Barkya Mali] had also

released, relinquished, renounced and assigned all and entire her rights, interest, benefits in the said Entire Land in favour of Shri. Rajendra Mukund Mali.

- 30) By and vide a duly registered Deed of Release dated 30th September 2011 [Regn. No. Borivali-5 BDR-2/8773/2011], one Vanita Mukund Mali [being the daughter of said Mukund Barkya Mali] had also released, relinquished, renounced and assigned all and entire her rights, interest, benefits in the said Entire Land in favour of Shri. Rajendra Mukund Mali.
- 31) By and vide a duly registered Deed of Release dated 30th September 2011 [Regn. No. Borivali-5 BDR-2/8774/2011], one Suchitra Mukund Mali [being the daughter of said Mukund Barkya Mali], for herself and for her son Sadanand, being the mother and natural guardian, had also released, relinquished, renounced and assigned all and entire her rights, interest, benefits in the said Entire Land in favour of Shri. Rajendra Mukund Mali.
- 32) The said Kanayalal Kalooji Jain and Shri. Narain Tulsidas Kanal, by and vide a Deed of Confirmation dated 17th March 2012, confirmed, recorded and acknowledged that Agreement dated 18th September 1974 is valid, subsisting by and between themselves and (1) Shri. Amrishchandra Jagdishnarain Agarwal, (2) Shri. Ashok Jagdishnarain Agarwal [since deceased through his legal heirs and representatives] (2)(a) Smt. Smita Ashok Agarwal, (2)(b) Smt. Pooja Shaikh [Nee. Pooja Ashok Agarwal] & (2)(c) Smt. Salooni Pandey [Nee. Salooni Ashok Agarwal] & (3) Shri. Ajay Jagdishnarain Agarwal.





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- 33) One (1) Smt. Barkibai Pandurang Mali, (2) Shri. Bhagwan Pandurang Mali, (3) Smt. Mathurabai Yashwant Patil, (4) Smt. Uma Parshuram Patil, (5) Smt. Lalita Kishan Patil, (6) Bhauram alias Bhaurao Pandurang Mali, (7) Shri. Ramesh Pandurang Mali, (8) Smt. Mannini Haribhau Patil, (9) Smt. Manjula Pandurang Mali [Manjula Shantaram Bhoir], hereinafter referred to as Barkibai & 8 Others and (1) Parshuram Bhaskar Mali, (2) Chintaman Bhaskar Mali, (3) Smt. Parvati Bhaskar Mali [alias Surekha Narendra Kadu], (4) Durga Bhaskar Mali [alias Durga Vinayak Basvant], (5) Jayabai Bhaskar Mali [alias Jaya Diwakar Patil], (6) Gangabai Bhaskar Mali, (7) Dayaram Bhakar Mali, hereinafter referred to as Parshuram & 6 Others, are the surviving legal heirs of Barkya Pandurang Mali.
- 34) In the year 2008, the said Shri. Parshuram Bhaskar Mali claimed to be a co-owner of the said Entire Land, virtue of being heir and descendant of Sakubai Barkya Mali and had applied for cancellation of Mutation Entry Nos. 151 & 195 and also for entering his name in the revenue records as the heir of the deceased Sakubai Barkya Mali. The said application was disputed and resisted by the said Shri. Mukund Barkya Mali.
- 35) The said Barkibai & 8 Others and some out of Pandurang & 6 Others have filed affidavit in the said proceeding on the application of the said Parshuram Bhaskar Mali, supporting the claim of Mukund Barkya Mali on the basis of the family settlement. The said application was allowed and the appeal against the said order before the Commissioner of Konkan Division, came to be upheld.

- 36) The said Barkyabai & 8 Others and Parshuram & 6 Others have also made and executed a joint Affidavit Cum Declaration, inter-alia, admitting, confirming and also acknowledging the fact of family settlement and also reiterated the fact that the said Mukund Barkya Patil was alone entitled to the said Entire Land. By and vide the said Affidavit Cum Declaration, they have also admitted and confirmed and further acknowledged that they have no right, title or interest or benefits or claim of whatsoever nature, in respect of and/or against the said Entire Land.
- 37) By and vide a duly registered Deed of Conveyance dated 2nd September 2014 [Regn. No. BRL-1-8179-2014 dated 05th September 2014] made and executed by the said Shri. Rajendra Mukund Mali, as the Vendor of the First Part, the said (1) Shri. Kanayalal Kalooji Jain & (2) Shri. Narain Tulsidas Kanal, as the First Confirming Parties of the Second Part, the said (1) Shri. Parshuram Ramchandra Shinde & (2) Shri. Chintaman Bhaskar Mali, as the Second Confirming Parties of the Third Part, the said (1) Smt. Kantidevi Jagdishnarain Agarwal, (2) Smt. Beena Naresh Gupta, (3) Shri. Praful Jagdishnarain Agarwal, as the Third Confirming Parties, of the Fourth Part, the said Smt. Barkibai & 8 Others, as the Fourth Confirming Parties, of the Fifth Part, the said Parshuram & 6 Others, as the Fifth Confirming Parties, of the Sixth Part and the said (1) Shri. Amrishchandra Jagdishnarain Agarwal, (2) Shri. Ashok Jagdishnarain Agarwal [since deceased through his legal heirs and representatives] (2)(a) Smt. Smita Ashok Agarwal, (2)(b) Smt. Pooja Shaikh [Nec. Pooja Ashok Agarwal] & (2)(c) Smt. Salooni Pandey [Nec. Salooni Ashok Agarwal] & (3) Shri. Ajay Jagdishnarain Agarwal, as the Purchasers of the Seventh Part, the said Entire Plots came to be conveyed in favour of the said (1) Shri. Amrishchandra Jagdishnarain





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Agarwal, (2) Shri. Ashok Jagdishnarain Agarwal [since deceased through his legal heirs and representatives] (2)(a) Smt. Smita Ashok Agarwal, (2)(b) Smt. Pooja Shaikh [Nee. Pooja Ashok Agarwal] & (2)(c) Smt. Salooni Pandey [Nee. Salooni Ashok Agarwal] & (3) Shri. Ajay Jagdishnarain Agarwal, at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 2nd September 2014.

38) Accordingly, by and vide a Mutation Entry bearing No. 234, the said Entire Plots came to be mutated in the names of the said (1) Shri. Amrishchandra Jagdishnarain Agarwal, (2) Shri. Ashok Jagdishnarain Agarwal [since deceased through his legal heirs and representatives] (2)(a) Smt. Smita Ashok Agarwal, (2)(b) Smt. Pooja Shaikh [Nee. Pooja Ashok Agarwal] & (2)(c) Smt. Salooni Pandey [Nee. Salooni Ashok Agarwal] & (3) Shri. Ajay Jagdishnarain Agarwal.

39) In the premises as aforesaid, the said (1) Shri. Amrishchandra Jagdishnarain Agarwal, (2) Shri. Ashok Jagdishnarain Agarwal [since deceased through his legal heirs and representatives] (2)(a) Smt. Smita Ashok Agarwal, (2)(b) Smt. Pooja Shaikh [Nee. Pooja Ashok Agarwal] & (2)(c) Smt. Salooni Pandey [Nee. Salooni Ashok Agarwal] & (3) Shri. Ajay Jagdishnarain Agarwal, herein become jointly entitled to the said Entire Plots, having 1/3rd undivided share and rights each.

40) The said Shri. Ashok Agarwal died intestate on 16th September 2020, at Mumbai, leaving behind him, the said Smt. Smita Ashok Agarwal, Smt.

Pooja Shaikh [Nee. Pooja Ashok Agarwal] & Smt. Salooni Pandey [Nee. Salooni Ashok Agarwal], being his widow and married daughters respectively, as his only legal heirs and representatives, entitled to his estates, including his 1/3rd undivided share and rights in the said Entire Plots, as per the Hindu law by which he was governed at the time of his death.

- 41) 1 (one) piece of land out of the said Entire Plot, being **Final Plot No. 681 [Original Plot No. 413], [T.P.S. III of Borivali] Survey No. 13, Hissa No. 9**, admeasuring 1,229.50 sq. mtrs., of **Revenue Village - Shimpoli / Borivali**, Taluka - Borivali, Mumbai Suburban District, more particularly described in **Third Schedule** written hereunder and the same is hereinafter referred to as **"The Said Plot/Land"**.
- 42) The Said Plot as per DCPR 2034 of Municipal Corporation of Greater Mumbai, falls under Residential Zone and reserved for Playground.
- 43) By and vide a duly registered Deed of Conveyance dated 26th March 2021 [Regn. No. BRL-6-6338-2021], the said (1) Shri. Amrishchandra Jagdishnarain Agarwal, (2) Shri. Ashok Jagdishnarain Agarwal [since deceased through his legal heirs and representatives] (2)(a) Smt. Smita Ashok Agarwal, (2)(b) Smt. Pooja Shaikh [Nee. Pooja Ashok Agarwal] & (2)(c) Smt. Salooni Pandey [Nee. Salooni Ashok Agarwal] & (3) Shri. Ajay Jagdishnarain Agarwal have sold, transferred, assigned and conveyed the Said Land in favour of the abovesaid Geetaspans Realtors Private Limited, for valid consideration.
- 44) By and vide Mutation Entry No. 1585 dated 08.09.2023, the Said Land came to be mutated in the name of the abovesaid Geetaspans Realtors Private Limited.





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- 45) In the premises as aforesaid, the abovesaid Geetaspans Realtors Private Limited become owner of the Said Land.
- 46) The said Geetaspans Realtors Private Limited had availed Project Finance from ICICI Home Finance Ltd., against the security of the Project.
- 47) A search of the Said Land is caused to be carried out by the abovesaid Geetaspans Realtors Private Limited through search clerk Shri. Amit Kadam and during such search carried out, save and except the abovesaid transactions, no other transaction is detected or disclosed or revealed.
- 48) Upon the perusal of the aforesaid writings and also based on the report of search caused to be carried out, in my opinion, subject to the pending litigations and Project Finance so obtained as stated hereinabove, the title of the abovesaid Geetaspans Realtors Private Limited, in respect of the Said Land is clear and marketable title and free from all encumbrances of whatsoever nature.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

[Description of the Larger Properties]

ALL THAT pieces and parcels of lands or grounds bearing details as under:-

Survey No.	Hissa No.	CTS No.	Area [Sq. Mtrs.]
3	07	68	708
13	09	66	987
13	11	75	202
13	04	57	784

all of Revenue Village – Shimpoli/Borivali, Taluka – Borivali, Mumbai Suburban District and now falling within the local limits of R/Central Ward of Mumbai Municipal Corporation.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

[Description of the said Entire Plots]

Final Plots bearing details as under of the Town Planning Scheme – III of Borivali:-

S. No.	H. No.	CTS No.	O.P. No.	F.P. No.	Area [Sq. Mtrs.]	Zoning
13	07	68	406	686	596.40	M & P
13	09	66	413	681	1229.50	P.G.
13	11	75	401	691	438.80	R Zone
13	04	57	369	-		
Total					2,264.70	

forming part of the properties which are more particularly described in the First Schedule written hereinabove.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

[Description of the Said Plot/Land]

Final Plot No. 681 [Original Plot No. 413], [T.P.S. III of Borivali] Survey No. 13, Hissa No. 9, admeasuring 1,229.50 sq. mtrs., of Revenue Village – Shimpoli/Borivali, Taluka – Borivali, Mumbai Suburban District, now falling within the local limits of R/North/South Ward of Municipal Corporation of Greater Mumbai and forming part of Town Planning Scheme – III of Borivali.


P. Hari
(Advocate, High Court, Bombay)



Mumbai,
07th March 2023