

TITLE CERTIFICATE

Ref: All that pieces and parcel of land admeasuring 9690 sq. yards i.e. 8102.00 sq. mtrs. (admeasuring 8145.60 sq. mtrs. as per property card) and bearing Plot No. 567 of Suburban Scheme No. III lying and being situated at Sion Trombay Road, Chembur, Mumbai – 400 071, in the Registration District and Sub-district of Mumbai bearing CTS Nos. 303, 303/1 to 45, Village Chembur, (Sector C, Little Malbar Hill), Taluka Kurla.

1. One Mr. MANILAL GANPATRAM UPADHYAY (hereinafter called original owner) had been absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land admeasuring 9690 square yards i.e. 8102 sq. mtrs. (admeasuring 8145.60 sq. mtrs. as per property card) and bearing Plot No. 567 of Suburban Scheme No. III of Chembur (Sector C, Little Malabar Hill) which was granted to him by Collector, BSD under Agreement in form HH dated 02.03.1940.
2. The said land is more particularly described in the FIRST SCHEDULE hereunder written is hereinafter called the said LARGER PIECE OF LAND.
3. After obtaining necessary permission and sanctions from all concerned authorities, said Original Owner constructed on the said larger piece of land several building and structures for being used as SOAP FACTORY.
4. The said larger piece of land and buildings and structures standing thereon are hereinafter collectively called as the said "larger property".
5. By Deed of Trust dated 10.4.1969 made between said original owner as a Settler of the One part and said original owner as Managing Trustee along with two other persons as Trustees of the other part and duly registered at the office of the Sub-registrar of Assurances at Bombay under BOM/R/1499 of 1969, the said original owner transferred and conveyed in favour of himself as the Managing Trustee jointly with two other trustees a portion admeasuring 4756 sq. mtrs. out of said larger piece of land together with the buildings and structures standing thereon (hereinafter called the "Trust property") upon trust and to the

uses and subject to power contained in the said Deed of Trust. The said Trust property is more particularly described in the SECOND SCHEDULE hereunder written.

6. Mr. Kanaiyalal Manilal Upadhyay along with 8 others and Smt. Kapilaben Manilal Upadhyay (since deceased) (hereinafter referred to as said Kapilaben) (being wife of said original owner) had been the sole beneficiary under the said Trust Deed dated 10.4.1969 of their respective shares being as specified therein.
7. The said original owner continued to be absolute and exclusive owner of remaining portion admeasuring 3346 sq. mtrs. out of said larger piece of land (hereinafter called remaining land) with building and structures standing thereon are hereinafter collectively called the said remaining property and which remaining property is more particularly described under the Third Schedule hereinunder written.
8. The said Kapilaben died intestate at Bombay on 26.3.1972, leaving behind the original owner, Mr. Kanaiyalal Manilal Upadhyay (said Kanaiyalal), Mr. Vrajendrakumar Manilal Upadhyay (said Vrajendrakumar), Mr. Mahendrakumar Manilal Upadhyay (said Mahendrakumar), Mr. Satishkumar Manilal Upadhyay (said Satishkumar) and Mrs. Snehalata Parmanand Joshi (said Snehalata) being her husband, four sons and one daughter respectively as her only heirs and legal representatives as per Hindu Succession Act, 1956.
9. On the death, the 24 % share, right, title, interest of the said Kapilaben in the said Trust property ceased to exist and reverted to the corpus of the Trust property and called to be distributed amongst the beneficiaries.
10. The respective shares of beneficiaries were modified further at the instance of said original owner (as the Managing Trustee) in the year 1974.
11. The Original owner died intestate at Bombay on 14.2.1984 leaving behind the said Kanaiyalal, the said Vrajendrakumar, the said Mahendrakumar, the said Satishkumar and the said Snehalata, being his four sons and one daughter respectively, as his only heirs and legal representatives as per Hindu Succession Act, 1956.

12. In the premises, said Kanaiyalal, the said Vrajendrakumar, the said Mahendrakumar, the said Satishkumar and the said Snehalata (hereinafter collectively referred to as the Owners) became entitled to the said remaining property as owners in common with agreed shares.
13. There existed on the said Trust property a building having ground and two upper floors and comprising of 7 premises out of which 3 premises were held and occupied by three monthly tenants of the said Trust, while the remaining four premises were occupied by Owners.
14. On the Remaining property there also existed several other structures comprising of 152 tenants and which was declared as a slum vide Notification dated 10.5.2013.
15. The Trustees were desirous of developing the portion admeasuring 2945 sq. mtrs. out of the Trust property by retaining 2 structures bearing Municipal Nos. M-1619(2A) E-17AA and M-1613(1)E-17 (hereinafter called the Retained structures) standing thereon and by demolishing two other structures standing thereon and by constructing a multi storied building by utilizing thereon the FSI of about 9225 sq. feet as reduced by the build-up area of the Retained structures.
16. For this purpose, the Trustees applied for and obtained from Competent Authority under the Urban Land (Ceiling and Regulation) act, 1976 the necessary permission for redeveloping of the said portion admeasuring 2945 sq. mtrs. out of the Trust property.
17. The said portion admeasuring 2945 sq. mtrs. out of the said Trust property is more particularly described in the FOURTH SCHEDULE hereunder written is hereinafter called the "Guru Ashish Portion".
18. By agreement dated 26.5.1979, (Guru Ashish Agreement) made between the trustees of the said Trust of the One part and M/s. Guru Ashish Construction Company (Guru Ashish) as the Developers of the other part, the said Original owner as the Managing Trustee and the other trustees granted to Guru Ashish, the development rights in respect of the Guru Ashish portion on the terms and conditions therein contained and at or for the consideration therein mentioned.
19. It was an essential condition of the Guru Ashish Agreement that said developers shall construct the proposed building adjacent to the Retained structures No. M-1619(2A) E-17AA and M-1613(1)E-17 then

standing on the Guru Ashish Portion, by utilizing 9225 sq. feet FSI (as reduced by the FSI consumed in the Retained structures) with a view that the purchasers of premises in the then proposed building shall form a Co-operative Housing Society and that then the Trustees would grant to such Society, the lease of a part admeasuring 698.6 sq. mtrs. out of the Guru Ashish portion of the said Trust property which part is hereinafter called the "Demised Land" and which demised land is more particularly described in the FIFTH SCHEDULE hereunder written.

20. Under the Guru Ashish Agreement, it was agreed that proposed Recreation space admeasuring 399.01 sq. mtrs. (hereinafter called Recreation space), shall be used by the Trustees as well as Guru Ashish. However, the trustees alone shall be solely entitled to all benefits, rights and interest arising from the benefit of FSI in respect thereof.
21. It was further agreed under the Guru Ashish agreement that the Trustees shall always have a right to walk through the compulsory open space of the building (then proposed to be constructed by Guru Ashish) to the proposed 20' wide DP road.
22. By a separate writing dated 14.10.1981, the Trustees of the trust permitted Guru Ashish to utilize the FSI to the extent of 11019.50 sq. feet instead of 9225 sq. feet as mentioned in the said agreement.
23. As per duly sanctioned building plans, Guru Ashish constructed on the demised land a building, having ground and three upper floors, entered into agreement for sale of premises in the said building, received from purchasers of the premises the purchase price and put such purchasers in possession of their respective premises.
24. Purchasers of premises in the said building known as 'WAMAN DARSHAN' came together and formed 'Waman Darshan Co-operative Housing Society Limited', which was registered under No. BOM/WM/HSG/TC-868 of 1984-85 (which Society is hereinafter called the said Society).
25. No lease deed was ever executed by the Trustees in favour of the said Society in respect of the demised land.
26. In these circumstances, by an Agreement dated NIL day of January 1995, executed by said Vrajendrakumar, Smt. Prabhavati

Vrajendrakumar Upadhyay, Mr. Vipul Vrajendrakumar Upadhyay, the said Mahendrakumar, Smt. Hemanta Mahendrakumar Upadhyay, the said Satishkumar, Smt. Sudha Satish Upadhyay, and the said Snehalata, in their capacity as the beneficiaries of the trust of the one part, and MR. NITIN GANDHI and MRS. DAXA NITIN GANDHI (hereinafter called the said Gandhis), of the other part, the said beneficiaries had received from the said Gandhis, a sum of Rs. 10,00,000/- (Rupees ten lakhs only) as earnest money and had agreed to grant to the said Gandhis the development rights in respect of the said larger property on the terms and conditions therein contained and at or for the consideration therein mentioned.

27. The said agreement dated NIL day of January 1995 had not been executed by the Trustees, nor by the other beneficiaries nor was the said agreement acted upon or implemented by the parties to it.
28. The said Kanaiyalal had borrowed from Mr. Meghajibhai Bhimashi Dedhia (hereinafter called the said Meghajibhai) a sum of Rs. 1,87,500/- which amount was outstanding and repayable.
29. A portion admeasuring 1564.02 sq. mtrs. out of the Trust property is reserved for play ground (hereinafter referred to as the Play ground) land.
30. A portion of land admeasuring 180 sq. mtrs. out of the Trust property is reserved for DP road under the Development Plan for Greater Mumbai (hereinafter called the DP Road Plan).
31. A portion of land admeasuring 334.6 sq. mtrs. out of the remaining property has been reserved for Municipal School under the Development Plan for Greater Mumbai (hereinafter called the said School land).
32. By virtue of Deed of conveyance dated 29.12.2006 executed by and between Kanaiyalal and the said Vrajendrakumar, collectively as Trustees of the said Manilal Ganpatram Trust of the One part, the said Kanaiyalal and 10 others in their individual capacity as beneficiaries of the second part, owners, Kanaiyalal and 4 others, of the Third part, and Mrs. Manjulaben Kanaiyalal Upadhyay and 15 others as the Confirming Party of the fourth part, in favour of the Developers, M/s. JAI MATA DI HOME CONSTRUCTIONS PRIVATE LIMITED, (hereinafter referred to as the Said "Developers") all that pieces and parcel of the

said larger property subject to (a) reservation described above, (b) rights of Society to obtain leasehold rights of the said land, (c) right of 3 tenants, (d) rights of 152 tenants/occupants, (e) rights claimed by the said Gandhis, under the Development Agreement January 1995, (f) money claimed by the said Meghijibhai, have conveyed transferred assigned to the said Developers, JAI MATA DI HOME CONSTRUCTIONS PRIVATE LIMITED as per the terms and conditions mentioned therein and the said Deed of conveyance dated 29.12.2006 is duly registered with the office of Sub-registrar of Assurances at Kurla under Serial No. BDR/13/144 of 2017.

33. Pursuant to the said Deed of conveyance, the said developers, Jai Mata Di Home Constructions Private Limited, has to provide 4 flats for the benefit of the persons of the executants of the said conveyance, i.e. beneficiaries / owners of the said conveyance.
34. The Developers have applied to the City Survey Office for transfer of Property Card and necessary mutation entries on the City Survey Property Register Card in respect of the larger piece of land as the owners thereof.
35. A part of the property out of the larger piece of land was covered by unauthorized structures covered by 152 occupants, has been declared as slum vide Notification dated 10.5.2013, bearing No. SRA/Nabhor/Karia-1/PE-5-1/SK/Vamandev.2013/293 admeasuring 3457.63 sq. mtrs. out of the said larger piece of land hereinafter referred to as the said SRA land.
36. The said 152 occupants of the structures standing on the said SRA land have formed proposed Society known as 'Wamandev Co-operative Housing Society Limited' (Proposed) (SRA Society) has assigned development rights in respect of the said SRA land, vide development agreement dated 25.9.2013, in favour of the said Developers.
37. By virtue of the Development Agreement dated 13.2.2017, executed by and between the said Society of the one part and the developers (therein of the other part) duly registered with the office of Sub registrar of Assurances at Kurla V, under Serial No. KRL/5/1496 of 2017, the said Society has granted development rights in respect of demised land which development was to be carried out by demolishing the existing building of the said Society under the Development Agreement, the

Developers herein were under obligation to obtain reversionary rights in respect of the said demised land and to convey demised land to the said Society, as per the terms and conditions mentioned in the said Development Agreement.

38. I have caused search of the property from Mr. Pradeep Patkare, title Investigator, who have investigated title to the said property from Sub-Registrar, Kurla.
39. In view of the above premises, in my opinion subject to (a) reservation, (b) rights of Society to obtain leasehold rights of demised land, (c) rights of 3 tenants, (d) rights of 152 tenants being slum dwellers, (e) rights claimed by the said Gandhis, (f) money claimed of the said Meghjibhai and providing the alternate accommodation to the members of the said Society, title in respect of the property described in the Schedule above referred is clear, marketable and free from all encumbrances.

The Developers have provided me the following documents:

1. Property Card,
2. Deed of conveyance
3. SRA Notification,
4. Registered Development Agreement,

FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Large Property)

ALL THAT piece of parcel of non-agricultural land situate in the village Chembur in Registration Sub-District and District of Bombay Suburban, being Plot No. 567, Suburban Scheme No. III, Section "C" Little Malabar Hill, Chembur, Khate No. 512 A, admeasuring about 8,102 sq. mtrs. and shown in the plan annexed herewith as Ex-A and bounded by red boundary line and the Structures bearing M Ward No. 1613(1)E 17, Sion Trombay Road, M Ward No. 16513 (1A) E/17 D, Little Malabar Hill, M Ward No.1614, E 17 B, Sion- Trombay Road, M Ward No. 1613(2) 17 C, Sion Trombay Road, M Ward No.1614 (2), E/17/F, Little Malabar Hill, M Ward No. 1614(3) E/17/F, Little Malabar Hill, M Ward No. 1615-18, E/17/A, Sion Trombay Road and M Ward No. 1619 (2), 567, Sion Trombay Road, standing thereon and bounded on or towards the East, West and South by the Property of The Sindhi Immigrants Co-operative Housing Society Ltd., and on or towards North partly by the road joining Sion Trombay Road and partly by the property of

The Anand Nagar Co-operative Housing Society Limited and partly by the road leading to the Bombay Municipal Corporation Harijan Staff Quarters Property.

SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Trust property)

ALL THAT piece of parcel of non-agricultural land situate in the village Chembur in Registration Sub-District and District of Bombay Suburban, being Plot No. 567, Suburban Scheme No. III, Section "C" particularly described in the First Schedule above and admeasuring about 4,756 sq. mtrs. and shown in the plan annexed herewith as Ex-A and bounded by green boundary line and the Structures bearing M Ward No. 1613(1) E 17 Sion Trombay Road, M Ward No. 1613(2) 17 Sion Trombay Road, M Ward No. 1614(3) E/17/F, Little Malabar Hill, M Ward No. 1619 Plot No. 567, Sion Trombay Road., standing thereon and bounded on or towards the East, West and South by the property of The Sindhi Immigrants Co-operative Housing Society Ltd., and partly by the remaining portion of Plot No. 567 and or towards North partly by the road joining Sion- Trombay Road and partly by the Property of The Anand Nagar Co-operative Housing Society Ltd., and partly by the road leading to the Bombay Municipal Corporation Harijan Staff Quarters Property.

THIRD SCHEDULE ABOVE REFERRED TO

(Description of the Remaining property)

ALL THAT piece of parcel of non-agricultural land situate in the village Chembur in Registration Sub-District and District of Bombay Suburban, being Plot No. 567, Suburban Scheme No. III, Section C, Little Malabar Hill, Chembur, Khate No. 512 A, admeasuring about 3344 sq. mtrs and shown in the plan annexed herewith as Ex-A and bounded with Yellow boundary line and the Structures bearing M Ward No. 1613(1A) E/17 D, Little Malabar Hill, M Ward No. 1614, E 17 B, Sion Trombay Road, standing thereon and bounded on or towards the East, West and South by the property of The Sindhi Immigrants Cooperative Housing Society Limited and or towards North partly by the road joining Sion Trombay Road and partly by the Property of The Anand Nagar Co-operative Housing Society Ltd., and partly by the road leading to the Bombay Municipal Corporation Harijan Staff Quarters Property.

FOURTH SCHEDULE ABOVE REFERRED TO
(Description of Guru Ashish Portion)

ALL THAT pieces or parcel of non-Agricultural Land admeasuring 2945 sq. mtrs. and being a portion of the Trust Property described in the Second Schedule above which portion is delineated on the plan thereof hereto annexed as Ex-A and thereon shown in Brown coloured boundary line and bounded as follows:-

- On or towards North : Partly by Road joining Sion-Trombay Road, Partly by Property of The Anand Nagar Co-op Housing Society, and partly by road leading to Harijan Staff Quarters.
- On or towards East : By Property of The Sindhi Immigrants Co-Op. Hsg. Society Ltd.,
- On or towards South : By remaining portion of Plot No. 567,
- On or towards West : By remaining Portion of Plot No. 567.

FIFTH SCHEDULE ABOVE REFERRED TO
(Description of the Demised Land)

ALL THAT pieces or parcel of non-Agricultural land admeasuring 698.6 sq. mtrs. and being a portion of the Property described in the Fourth Schedule above, which Demised Land is delineated on the plan thereof hereto annexed as Ex-A and thereon shown and bounded as follows:-

- On or towards North : By property of The Sindhi Immigrants Co-op. Hsg. Society Ltd.,
- On or towards East : By Property of The Sindhi Immigrants Co-Op. Hsg. Society Ltd.,
- On or towards South : By remaining portion of Plot No. 567,
- On or towards West : By remaining Portion of Plot No. 567.

Place – Mumbai dated 30th day of May, 2017


 (PRASHANT SANE)
 Advocate