

**"ANNEXURE D" KISHOR V. TEMBE, B.A.L.L.B.,**  
**ADVOCATE HIGH COURT**

59, Dr. V. B. Gandhi Marg, Behind Rhythm House,  
Kala Ghoda, Fort, Mumbai-400023, Tel: 22828011

*Residence* : VISHWA VINEET, Plot No. 417, D.K. Sandu Marg, Chembur, Mumbai 400 071,  
Tel : 2528 0363 / 2528 8757 - E-Mail: [kishortembe@yahoo.com](mailto:kishortembe@yahoo.com)

**TO WHOMSOEVER IT MAY CONCERN**

1. I had investigated the title of the Shree Saraswati Cooperative Housing Society Ltd., (hereinafter referred to as "the Society") to the property described in the First Schedule below ("the said Larger Piece of Land") and I had issued my title certificate dated 11<sup>th</sup> November 2005. A copy of the same is enclosed herewith as

**Annexure A.**

2. I had published a Public Notice in the Free Press Journal and in Navshakti on 19<sup>th</sup> May 2016, calling upon the general public to intimate to me claims that any of them may have in respect of the said Larger Piece of Land and objections that any of them may have to the title of the said Society to the said Larger Piece of Land being certified. I have till date not received any objections in response to the said Public Notice.

3. I had also caused my Search Clerk, Mr. E.S. Gaokar, to take search at the office of the Sub-Registrar of Assurances (Kurla-1, Kurla-2, Kurla-3, Kurla-4, Kurla-5, Kurla-6) at Chembur, Nahur and Vikhroli for the period of 2005 to 2016 in respect of the said Larger Piece of Land. My said Search-Clerk has submitted his report which is annexed herewith as **Annexure-B.** From the said search report, it is seen that no encumbrances appear to have been registered in respect of the said Larger Piece of Land.

4. In the period after 11<sup>th</sup> November 2005 (i.e. the date of my last title certificate), the following has taken place:

- a. By Redevelopment Agreement dated the 19<sup>th</sup> day of November, 2005, made between the said Society of the One Part and M/s Nav Durga Construction Company ("the said Developer") of the Other Part and duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under Serial No.BDR-13/08963 of 2005 (hereinafter referred to as "the said Development Agreement"), the said Society granted the development rights in respect of the said Larger Piece of

Land to the Developers on the terms and conditions therein contained and at or for the consideration therein mentioned.

- b. On account of the N.G. Acharya Marg, the said Larger Piece of Land is naturally sub-divided into two plots viz. Plot 'A' which is more particularly described in the Second Schedule hereunder ("Plot A") and Plot 'B' which is more particularly described in the Third Schedule hereunder ("Plot B"). In 2005 the old buildings A and B stood on Plot A, while old buildings C to H stood on Plot B.
- c. Pursuant to the said Development Agreement, the said Developer demolished the old building Nos. D to G standing on Plot B and constructed in place thereof building Nos. B-1 to B-5 having a common podium. All the existing members of the Society have been provided their new premises in the said buildings B-1 to B-5. The old buildings C and H are yet to be demolished.
- d. The old buildings Nos. A and B standing on Plot A have now been demolished and the Developer is in the process of constructing a new building having two wings A2 and A3 in place thereof.
- e. As per provisions of the Development Agreement, the Developer was entitled to sell some of the premises in the new buildings B-1 to B-5, which it has sold. Since all the existing members have been rehabilitated in the buildings B-1 to B-5, the new building on Plot A having two wings A2 and A3 comprises entirely of premises which are to be sold by the Developer.
- f. Vide Supplementary Agreement dated 4<sup>th</sup> January 2014 executed between the said Society and the Developers, the parties amended certain terms and conditions of the Development Agreement. The Supplementary Agreement dated 4<sup>th</sup> January 2014 was not registered.
- g. Pursuant to the order dated September 2014 of the Collector, the Mumbai Suburban District, the said Larger Piece of Land came to be sub-divided and three separate City Survey Numbers came to be assigned i.e. CTS No. 8A, 8B and 8C, out of which 8A corresponds to Plot A while 8B corresponds to Plot B, while 8C admeasures 455.46 square metres which is under the N. G. Acharya Marg.
- h. In these circumstances, the said Society and the Developers agreed to make certain further changes to the provisions

recorded in the Supplementary Agreement dated 4<sup>th</sup> January 2014 and therefore executed the Supplementary Agreement dated 2<sup>nd</sup> July 2015, which is registered at the office of the Sub-Registrar of Assurances at Kurla-5 under Serial No. KARAL/5-2543 of 2015 and which incorporates all the provisions of the Supplementary Agreement dated 4<sup>th</sup> January 2014 with agreed changes.

- i. As per the provisions of the Development Agreement as amended by the Supplementary Agreement dated 2nd July 2015, the Developer is entitled to sell all the premises in the buildings constructed by them except the premises to be allotted to the existing members.
- j. The scope of this title certificate is restricted to the title of the said Society to the Plot A and Plot B, hereinafter collectively referred to as "the said Land".

5. In these premises and subject to what is stated above, I hereby certify that:

- a. the Shree Saraswati Cooperative Housing Society Limited has a clear and marketable title to the said Land free from all doubts and encumbrances;
- b. M/s Nav Durga Construction Company is entitled to sell the free sale premises (as per the Development Agreement as amended by the Supplementary Agreement dated 2nd July 2015) and is entitled to appropriate the sales proceeds arising out of such sale.

**FIRST SCHEDULE ABOVE REFERRED TO**  
(Description of the Larger Piece of Land)

ALL THAT piece or parcel of freehold land or ground admeasuring 13,403.40 sq.mtrs. as per the City Survey Property Register Cards and admeasuring 13,310 square yards i.e. 11,128 square metres as per the documents of title and comprising of (i) land admeasuring 1,406.66 square metres bearing Plot A and bearing CTS No. 8A of village Borla, (ii) land admeasuring 11,541.28 square metres bearing Plot B and bearing

CTS No. 8B of village Borla and (iii) land admeasuring 455.46 square metres bearing CTS No. 8C of village Borla [CTS No. 8C being the land under N. G. Acharya Marg], with the 8 old buildings standing thereon [out of which buildings bearing Nos. A, B, D to G have been demolished and five new buildings bearing Nos. B-1 to B-5 (all having a common podium) have now been constructed] standing thereon, situate lying, and being at N.G. Acharya Marg, Chembur in Greater Bombay in the Registration District and Sub-district of Mumbai Suburban and bounded as follows:-

ON OR TOWARDS EAST	:	By Harbour Railway
ON OR TOWARDS WEST	:	Ghatla village slum
ON OR TOWARDS NORTH	:	By Collector's open land and then open nallah
ON OR TOWARDS SOUTH	:	By property of the Acharya Marathe College and Ghatla village

**SECOND SCHEDULE ABOVE REFERRED TO**

(Description of the said Plot 'A' )

ALL THAT piece or parcel of freehold land or ground admeasuring 1,406.66 square metres bearing Plot A and bearing CTS No. 8A of village Borla, with the two (2) buildings namely A & B earlier standing thereon (now demolished) and which piece of land is the eastern portion of the Larger Piece of Land described in the First schedule as above and which PLOT-A is situate and lying and being at N.G. Acharya Marg, Chembur in Greater Bombay in the Registration District and Sub District of Bombay Suburban and bounded as follows :-

ON OR TOWARDS SOUTH:	By Tara Rani Co-op Housing Society
ON OR TOWARDS NORTH:	By Collector's open land and then open nallah
ON OR TOWARDS EAST:	By Harbour Railway, and
ON OR TOWARDS WEST:	By N.G. Acharya Marg

**THIRD SCHEDULE ABOVE REFERRED TO**

(Description of the said Plot 'B')

ALL THAT piece or parcel freehold land or ground admeasuring 11,541.28 Sqmts. and bearing C.T.S. No.8B of Village BORLA, with the

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six (6) buildings namely C to H standing thereon [out of which buildings bearing Nos. D to G have been demolished and five new buildings bearing Nos. B-1 to B-5 (all having a common podium) have now been constructed] which piece of land bears PLOT-B and which piece of land is the western portion of the Larger Piece of Land described in the First Schedule as above and which PLOT-B is situate and lying being along N.G. Acharya Marg, Chembur in Greater Bombay in the Registration District and Sub-District of Bombay Suburban and which is bounded as follows:

ON OR TOWARDS EAST	:	By N. G. Acharya Marg
ON OR TOWARDS WEST	:	Ghatla village slum
ON OR TOWARDS NORTH	:	By Collector's open land and then open nallah
ON OR TOWARDS SOUTH	:	By property of the Acharya Marathe College and Ghatla village

Bombay dated this 22<sup>nd</sup> day of June, 2016.

  
Advocate