

KISHOR V. TEMBE, B.A.LL.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

TO WHOMSOEVER IT MAY CONCERN

I have investigated the title of the Ameya Cooperative Housing Society Ltd., (hereinafter referred to as "the Society") to the property described in the **Second Schedule** below and I have to report as under:-

1. Below is a list of the documents which I have perused and on which this certificate is based:

- a. Photocopy of the Deed of Conveyance dated 29th June 1978 executed by and between Sharad Narayan Acharya and several others (therein referred to as the Vendors) of the First Part, Mr. Trimbakrao Dnyandeo Ghadge and four others as the Promoters of the Second Part and the Parmanu Cooperative Housing Society Limited ("Parmanu CHS") as the Purchaser of the Third Part, which is registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. S/1305 of 1978.
- b. Photocopy of the certified copy of the City Survey Property Register Cards in respect of land bearing CTS Nos. 409/6 and 409/7 of village Borla.
- c. Photocopy of the title certificate dated 3rd October 1980 issued by M/s Solomon & Company, Solicitors and Advocates.
- d. Photocopy of the order dated 13th March 1986 bearing No. BOM/HSG/MW10/1986/407 passed by the Assistant Registrar, Cooperative Societies, M-Ward, Mumbai.
- e. Photocopy of the letter dated 12th February 1987 sent by the Nav Parmanu Cooperative Housing Society Limited to the said Society along with a plan annexed to it
- f. Photocopy of the undated signed bifurcation scheme ("Signed Bifurcation Scheme").

2. Flow of Title:

- a. Vide Deed of Conveyance dated 29th June 1978 executed by and between Sharad Narayan Acharya and several others (therein

referred to as the Vendors) of the First Part, Mr. Trimbakrao Dnyandeo Ghadge and four others as the Promoters of the Second Part and the Parmanu CHS as the Purchaser of the Third Part, which is registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. S/1305 of 1978, Sharad Narayan Acharya and several others conveyed unto the Parmanu CHS and the Confirming Party confirmed the conveyance to the Parmanu CHS of land admeasuring 9,669 square metres in the aggregate and bearing CTS Nos. 412(Part) and CTS No. 409(Part) of village Borla, which land is more particularly described in the **First Schedule** hereunder written ("Originally Conveyed Land").

- b. While the said Deed of Conveyance dated 29th June 1978 records that Mr. Sharad Narayan Acharya and others will continue to have a statutory charge under Section 55 of the Transfer of Property Act, 1882 on a portion of the Originally Conveyed Land for securing payment of certain part of the consideration which remained outstanding and payable, vide their title certificate dated 3rd October 1980, M/s Solomon & Company, Solicitors and Advocates have certified that the title of Parmanu CHS to the Originally Conveyed Land is marketable, free from all encumbrances and all reasonable doubts. Thus, it is safe to conclude that all dues have been paid to Mr. Sharad Narayan Acharya and others and that the statutory charge has come to an end.
- c. In due course of time, the Parmanu CHS proceeded to construct on the Originally Conveyed Land several buildings and three row houses for the benefit of its members and allotted flats in the buildings and allotted the row houses to its members after recovering the necessary costs from such members.
- d. In these circumstances, the Parmanu CHS came to be absolutely seized and possessed of and otherwise well and sufficiently entitled to the Originally Conveyed Land along with the several buildings and the row houses standing thereon.
- e. On the basis of (i) an application made by the Parmanu CHS (ii) the Signed Bifurcation Scheme and (iii) the scheme of division contained in the letters dated 16th November 1985 and 6th

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March 1986, vide an order dated 13th March 1986 bearing No. BOM/HSG/MW10/1986/407 passed by the Assistant Registrar, Cooperative Societies, M-Ward, Mumbai, the Parmanu CHS came to be bifurcated into three cooperative housing societies, namely (i) the said Society, (ii) the Nav Parmanu Cooperative Housing Society Limited and (iii) the Amogh Cooperative Housing Society Limited.

f. By virtue of (i) the bifurcation order dated 13th March 1986, (ii) the Signed Bifurcation Scheme and (iii) the scheme of division contained in the letters dated 16th November 1985 and 6th March 1986, the portion of the Originally Conveyed Land bearing Plot No. 4 admeasuring 2,207.40 square metres and now bearing CTS Nos. 409/7 of village Borla ("said Land") along with the two buildings named Ameya and Yojana and three rowhouses standing thereon (collectively "the Existing Structures"), which land and structures are more particularly described in the **Second Schedule** hereunder came to vest in the said Society herein.

g. Vide its letter dated 12th February 1987 (to which a certified true copy of the layout plan approved by the Municipal Corporation of Greater Mumbai vide letter No. EB/CB/240/BPES/LOM dated 28th June 1983 has been annexed), the Nav Parmanu Cooperative Housing Society Limited has informed the said Society the exact area of the land which vests in the said Society. It has further informed the said Society that the plot meant for recreation area and which plot lied between the land of the said Society and of Amogh Cooperative Housing Society Limited shall vest in the Amogh Cooperative Housing Society Limited and the said Society.

g. From a review of the Signed Bifurcation Scheme it is clear that:

A. The members occupying the buildings that came to vest in the Nav Parmanu Cooperative Housing Society Limited had been employees of the Bhabha Atomic Research Center ("BARC") and that they had mortgaged the land underneath and appurtenant to their buildings

admeasuring 3,346 square metres with the BARC in order to secure repayment of the loan availed by them. The said mortgage seems to have been recorded in the Deed of Mortgage dated 23rd March 1979 which is registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/S/858 of 1979;

- B. That the persons owning premises in the buildings of the Amogh Cooperative Housing Society Limited and of the said Society have paid the entire cost for acquisition of their premises and that they are therefore not concerned in any way with the loan availed of from BARC; and
 - C. That in order to ensure that the members occupying the buildings of the Amogh Cooperative Housing Society Limited and of the said Society are not held liable for repayment of the loan availed of from BARC, this bifurcation is necessary and is being undertaken.
- h. In light of (i) the bifurcation order dated 13th March 1986, (ii) the layout plan which was approved by the Municipal Corporation of Greater Mumbai vide letter No. EB/CB/240/BPES/LOM dated 28th June 1983, (iii) the Signed Bifurcation Scheme and (iv) the letter dated 12th February 1987 of the Nav Parmanu Cooperative Housing Society Limited (to which a certified true copy of the layout plan approved by the Municipal Corporation of Greater Mumbai vide letter No. EB/CB/240/BPES/LOM dated 28th June 1983 has been annexed), the said Society and the Amogh Cooperative Housing Society Limited came to be entitled to a proportionate share in the plot admeasuring 1,469.20 square metres now bearing CTS No. 409/6 of village Borla meant for recreation ground and which formed a part of the Originally Conveyed Land, which plot is more particularly described in the **Third Schedule** hereunder written ("Recreation Plot").
- i. Thus, the said Society and the Amogh Cooperative Housing Society Limited each are entitled to a proportionate share in the development potential of the Recreation Plot.
 - j. The City Survey Property Register Card in respect of the said Land is duly transferred and in the name of the said Society herein.

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- k. In the City Survey Property Register Card the Recreation Plot which is reserved for R.G. stands in the name of the said Society and the Amogh Cooperative Housing Society Limited.
- l. In these circumstances, the said Society has been absolutely seized and possessed of and otherwise well and sufficiently entitled to the (i) said Land, (ii) the Existing Structures and (iii) the proportionate share in the development potential of the Recreation Plot [(i), (ii) and (iii) are hereinafter collectively referred to as "the said Property"].
- m. I was informed that the original Deed of Conveyance dated 29th June 1978 is lying in the custody of the Nav Parmanu Cooperative Housing Society Limited. I will be calling upon the Nav Parmanu Cooperative Housing Society Limited to permit me to inspect the original Deed of Conveyance dated 29th June 1978 in order to verify that it is lying in its custody.
- n. In these circumstances, the said Society is absolutely seized and possessed of and otherwise well and sufficiently entitled to the said Property.
3. I had published a Public Notice in the Free Press Journal and in Navshakti on 25th September 2015, calling upon the general public to intimate to me claims that any of them may have in respect of the said Property and objections that any of them may have to the title of the said Society to the said Property being certified. I have till date not received any objections in response to the said Public Notice.
4. I had also caused my Search Clerk, Mr. E.S. Gaokar, to take search at (i) the office of the Sub-Registrar of Assurances at Mumbai (from 1985 to 2015), Bandra (from 1985 to 2015), Kurla-1 (from 2002 to 2015), Kurla-2 (from 2005 to 2015), Kurla-3 (from 2005 to 2015) and Kurla-4 (from 2005 to 2015) in respect of the said Property. My said Search-Clerk has submitted his report which is annexed herewith as Annexure-I. I have also annexed hereto a Xerox copy of the Receipt No. 19026/15 dated 28th

September 2015 for Rs. 775/- being search fees paid by the said Mr. Gaokar as Annexure-II. From the said search report, it is seen that no encumbrances appear to have been registered in respect of the said Property except the Deed of Mortgage dated 23rd March 1979 in favour of the Government.

5. In these premises and subject to what is stated above, I hereby certify that the Ameya Cooperative Housing Society Limited has a clear and marketable title to the said Property free from all doubts.
6. This certificate is being issued on the basis of the documents listed in para (1) and facts orally communicated by the Society.

FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

[ORIGINALLY CONVEYED LAND]

All that piece and parcel of land, or ground situated at Borla, Taluka Kurla, District Bombay Suburban within Greater Bombay and in the Registration District and sub-district of Bombay City and Bombay Suburban corresponding to CTS No. 412 (Part), Survey No. 49, Hissa No. 1 (part), and CTS No. 409 (part), Survey No. 47, Hissa No. 2 (part), admeasuring 11,565 square yards or thereabouts equivalent to 9,669 square metres, and bounded as follows:

- | | |
|--------------------------|---|
| On or towards the North: | by land bearing CTS No. 292,
CTS No. 293, CTS No. 299 |
| On or towards the East : | by the W.T. Patil Road, by land
bearing CTS Nos. 409/10 of
village Borla and land bearing
CTS No. 406 of village Borla |
| On or towards the South | :By land bearing CTS Nos.
409/10, 409/13 and 411 of
Village Borla, |
| On or towards the West | : by land bearing CTS No.
409/1/3, 409/1/4, 409/1/5 and
409/1/6 of Village Borla |

SECOND SCHEDULE ABOVE REFERRED TO:

**[DESCRIPTION OF THE SAID LAND AND THE EXISTING
STRUCTURES]**

All that piece and parcel of land admeasuring 2,207.4 square metres bearing CTS No. 409/7 of village Borla and bearing Plot No. 4, together with (i) one building named Ameya comprising of ground and two upper

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floors, (ii) one building named Yojana comprising of ground and three upper floors and (iii) one building having ground and one upper floor comprising of three row houses, standing thereon, which buildings were constructed prior to 1985, which property is situate lying and being at Waman Tukaram Patil Marg, Near Amar talkies, Chembur, Mumbai – 400071, in the Registration District and Sub-district of Mumbai Suburban which land is bounded as follows:

On or towards the North: By land bearing CTS No. 299 of Village Borla

On or towards the South: By land bearing CTS No. 409/10 of Village Borla

On or towards the West : By land bearing CTS No. 409/6 of Village Borla

On or towards the East : By land bearing CTS No. 406 of Village Borla

THIRD SCHEDULE ABOVE REFERRED TO

[DESCRIPTION OF THE LAND WHICH IS MEANT FOR RECREATION
GROUND]

Land bearing CTS No. 409/6 admeasuring 1469.20 square metres forming part of the Larger Piece of Land described in the First Schedule above:

On or towards the North: By land bearing CTS Nos. 293 and 299 of Village Borla

On or towards the South: By land bearing CTS No. 409/10 of Village Borla

On or towards the West : By land bearing CTS No. 409/5 and 409/8 of village Borla

On or towards the East : By land bearing CTS No. 409/7 of Village Borla

Bombay dated this 15th day of October, 2015.



Advocate