
ANIL S. MISHRA B.COM., LL.B.

ADVOCATE HIGH COURT
(Reg. No. MAH/1654/1988)
NOTARY, GOVT. OF INDIA

Address: - 2/13, The Malad Co-operative Housing Society, Poddar Park, Malad (East), Mumbai – 400 097.
Mobile: - 981 946 0284, e-mail: - asmishra64@gmail.com

TITLE REPORT

To :
M/S. TOUGHCONS REALTORS
PRIVATE LIMITED,
104, Raghunath Kripa Building,
Aarey Road,
Goregoan (East),
Mumbai – 400063.

Dear Sirs,

Re: All that piece and parcel of land together with buildings/structures known as 'Shanta Smruti' and 'Sati Smruti' standing on the plot bearing C.T.S. Nos.569, 570, 570/1 to 570/9, admeasuring about 1706.40 sq. mtrs. or thereabouts, lying being and situate at 47, Ranisati Marg, Malad (East), Mumbai – 4000097.

The subject matter of this Title Report is all that piece and parcel of land together with buildings/Structures known as 'Shanta Smruti' and 'Sati Smruti' standing on the plot bearing C.T.S. Nos.569, 570, 570/1 to 570/9, admeasuring about 1706.40 sq. mtrs. or thereabouts, lying being and situate at 47, Ranisati

Marg, Malad (East), Mumbai – 4000097, Mumbai Suburban District, in the Registration District of Mumbai Suburban, more particularly described in the Schedule hereunder written and hereinafter referred to as "The Said Property".

1. Prior to the year 1929, one Shri Narayan Vishnu Gokhale, was absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land or ground admeasuring 11530 sq. yards or thereabouts (exclusive of the 20 feet wide private common passage) lying, being and situate at/on the South Side of the Block No. IV Quarry Road, 47, Rani Sati Marg, Malad (East), Mumbai – 400 097 in the Registration Sub-District Borivali and District of Mumbai Suburban (erstwhile District of Thane) (hereinafter referred to as "The Said Larger Property").
2. On or about 19th September 1929, the aforesaid Narayan Vishnu Gokhale, expired intestate leaving behind him, his son Bhalchandra Narayan Gokhale (hereinafter referred to as "Bhalchandra"), as his only heir and legal representative, according to the Law of Succession under which the aforesaid deceased Narayan Vishnu Gokhale was governed at the time of his death. Accordingly, Bhalchandra became the entitled to and absolute owner of the said Larger Property.
3. By and under an Indenture of Lease dated 19th March 1950 made between Bhalchandra therein referred to as the Lessor of the One Part, one Dr. Manohar Shankar Sankholkar (hereinafter referred to

as "Manohar") therein referred to as the Lessee of the Other Part, and registered with the office of the Sub-Registrar of Assurances at Bombay under serial No. 1526 of 1950, Book No. 1 dated 12th May 1950, the Lessor therein demised unto the Lessee all that piece and parcel of land and ground bearing C.T.S.Nos.569, 570, 570/1 to 9, admeasuring 2400 sq.yards equivalent to 2006.4 sq. mtrs. or thereabouts out of the said Larger Property (hereinafter referred to as "The Said Plot"), for a term of 15 years commencing from 01.01.1950 at or for the monthly rent and upon the terms and conditions therein contained.

4. By and under Agreement for Sale dated 6th November 1973 made between Bhalchandra therein referred to as the Vendor of the First Part, Manohar therein referred to as the Confirming Party of the Second Part, and (i)Mr. Ranjit M. Kedia (ii)Mr. Kailashchandra B. Deora and (iii) Ms. Pushpalata Ratnalal Deora as Partners of M/s.R.K.Builders therein referred to as the Purchasers of the Third Part, the Vendors therein agreed to sell, transfer, assign and convey and the Confirming Party confirmed unto the Purchasers the said Plot together the building/ structures (now known as Shanta Smriti Chawl) standing thereon, at or for the consideration and upon the terms and conditions therein contained.

5. By and under an Indenture dated 20th February 1975 (hereinafter referred to as "the said Indenture -I"), made between Bhalchandra therein referred to as the Vendor of the First Part, the aforesaid Mr. Ranjit Kumar M. Kedia therein referred to as the Confirming Party of the said Second Part, and the Continuing Partners of M/s. R. K. Builders i.e. (i) Mr. Kailashchandra B. Deora and (ii) Ms. Pushpalata Ratanlal Deora therein referred to as the Purchasers of the Third Part, and registered with the Sub-Registrar of Assurances at Bombay under Serial No.BOM/S./1370 of 1975 on 27th March 1975, the Vendor therein sold, transferred, assigned and conveyed and the Confirming Party confirmed unto the Purchasers the said Plot, at or for the consideration and in the manner therein contained.

6. By and under an Indenture dated 20th February 1975 (hereinafter referred to as "the said Indenture -II"), made between the aforesaid Manohar therein referred to as the Vendor of the First Part, the aforesaid Mr. Ranjit Kumar M. Kedia, therein referred to as the Confirming Party of the Second Part, and the Continuing Partners of M/s. R. K. Builders i.e. (i) Mr. Kailashchandra B. Deora and (ii) Ms. Pushpalata Ratanlal Deora, and registered with the Sub-Registrar of Assurances at Bombay under Serial No.BOM/S.1371 of 75 on 27th March 1975, the Vendors sold, transferred, assigned, and conveyed and the Confirming Party confirmed unto the Purchasers his

leasehold rights in the said Plot, at or for the consideration and in the manner therein contained.

7. In view of the said Indenture - I and the said Indenture - II, the M/s. R. K. Builders became the sole and the absolute owner of the said Plot.
8. In or around the year 1975, on the strength of the aforesaid, M/s. R. K. Builders had developed all that piece and parcel of land and ground bearing C.T.S. Nos. 569, 570, 570/1 to 9, admeasuring 1435 sq. mtrs. or thereabouts out of the said Plot by constructing a known as "Sati Smruti' (A & B Wings)" consisting of ground and Three upper floors as per the approvals and sanctions granted by MCGM and sold the constructed area as and by way of various flats on "Ownership Basis" to the concerned buyers under the individual Agreements as per the Maharashtra Ownership Flats Act, 1963 (MOFA) and appropriated the entire sales proceeds thereof. In furtherance thereof M/s. R.K. Builder, being entitled to the said Plot, became the Landlords for the existing Chawl 'Shanta Smruti' constructed on an area admeasuring 271.4 sq.mtrs. or thereabouts on the said Plot and is presently occupied by 11 tenants/occupants. Thus in view of the above, M/s. R.K. Builder was well and sufficiently entitled to the building(s)/structures(s) known as 'Sati

Smruti' and 'Shanta Smruti' admeasuring in total 1706.4 out of the said Plot (hereinafter referred to as "the said Property")

9. In or around the year 1981, the prospective flat/unit purchasers of the aforesaid building themselves formed a Society under the provisions of Maharashtra Co-operative Housing Societies Act, 1960 known as the said Building The Malad Sati Smruti Co-Operative Housing Society Limited bearing Registration No. BOM/HSG/PR/8520 dated 29.06.1981 (hereinafter referred to as "The Said Society").
10. By and under a Deed of Conveyance dated 2nd December 2014 (hereinafter referred to as "The Said Deed of Conveyance") made between M/s. R. K. Builders therein referred to as the Owners of the First Part, Toughcons Realtors Private Limited therein referred to as the Confirming Party of the Second Part, and the said Society therein referred to as the Society of the Third Part, and registered with the office of the Sub-Registrar of Assurances at Borivali - 7 under serial no. 9780 of 2014, the Owners therein sold, transferred, assigned and conveyed unto the Society the said Property, at or for the consideration and upon the terms and conditions therein contained.

11. By and under an Agreement for Re-Development dated 2nd December 2014 (hereinafter referred to as "The Said Re-Development Agreement"), made between the said Society therein referred to as the Society of the One Part, Toughcons Realtors Private Limited (hereinafter referred to as "Toughcons") therein referred to as the Developer of the Other Part, and registered with the office of the Sub-Registrar of Assurances at Borivali - 7 under serial no. 9781 of 2014, the Society granted development rights in favour of the Developer, at or for the consideration and upon the terms and conditions therein contained.

12. The Property Register Card(s) in respect of the said Property stands in the name of Bhalchandra as the Owner thereof and the name of Manohar is shown as a Lessee.

13. Mr. Sandeep Shedge, search clerk, caused searches to be taken in the office of the Sub-Registrar of Assurances at Bombay, Bandra, Goregaon & Borivali for the period 1986 to 2015. Public Notice issued by the ASD Associates on dated 18th February 2015 in the "Free Press Journal", and Public Notices dated 18th February 2015 and 19th February 2015 "Navshakti" for the investigation of the title to the said Property. In pursuance of the above, they have not received any objections.

14. Subject to what is stated hereinabove and subject to the said Title Report on Title and subject to and relying upon the documents as *aforementioned*, the title of the said Society i.e. The Malad Sati Smruti Co-Operative Housing Society Limited to said Property appears to be clear, marketable and free from all encumbrances and pursuant to the said Re-Development Agreement, subject to the terms and conditions therein contained you are entitled to Re-Develop the said Property.

15. General:

- (a) For the purpose of this opinion I have assumed:
 - (i) the legal capacity of all natural persons, genuineness of all Signatures, authenticity of all documents submitted to us as certified or photocopies.
 - (ii) that there have been no amendments or changes to the documents examined by us.
 - (iii) the accuracy and completeness of all the factual representations made in the documents.
 - (iv) all prior title documents have been adequately stamped and registered.

- (b) For the purposes of this opinion I have relied upon information relating to:

lineage on the basis of revenue records and information provided to me by yourselves.

- (c) For the purposes of this opinion, I have relied upon
 - (i) Copies of documents where original documents of title were not available.
 - (ii) Copy of Property Register Cards.
- (d) A certificate determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory body which would have to be independently satisfied despite any provisions in title documents to the contrary.
- (e) Even though this document is titled "Title Report it is in fact an opinion based on the documents perused by me. The title report has been so given at the request of the clients to whom it is addressed.
- (f) This opinion is limited to the matters pertaining to Indian Law (as on the date of this opinion) alone and I express no opinion on laws of any other jurisdiction.
- (g) I are not certifying the boundaries of the above property nor are I qualified to express our opinion on physical identification at the said property.

16. This Report on Title is addressed to Toughcons only. This Report may not be furnished, quoted or relied on by any person or entity other than aforementioned Toughcons for any purpose without our prior written consent.

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

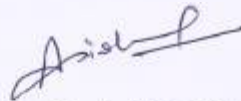
(Description of "the said Property")

All that piece and parcel of land together with buildings known as 'Shanta Smruti' and 'Sati Smruti' standing on the plot bearing C.T.S. Nos.569, 570, 570/1 to 570/9, admeasuring about 1706.40 sq. mtrs. or thereabouts, lying being and situate at 47, Ranisati Marg, Malad (East), Mumbai - 4000097, and bounded as follows :

On or towards the East :By C.T.S. No.568;
On or towards the West :By C.T.S. No.572;
On or towards the North :By C.T.S. No.548;
On or towards the South :By C.T.S. No.568;

Dated this 6th April, 2016

Yours truly,



(Mr. Anil S. Mishra)
Advocates