

Ref. No. 146.6/257 /2014

Date:

TITLE CERTIFICATE

Re:- ALL THAT piece or parcel of containing by admeasurement 527.6 sq. mts. or thereabouts being Plot No.129 of the Dadar Matunga Estate of the Corporation, Cadastral Survey No.335/10 of Matunga Division, in the City and Island and Registration and Sub-Registration District of Mumbai, together with the structure known as 'Suraj Villa" comprised of ground + three upper floors and one garage, lying being and situate at Bhaudaji Road, Matunga, Mumbai 400 019, with the limits of Brihanmumbai Mahanagarपालिका (hereinafter referred to as the 'said property').

(1) Vide Indenture dated 2nd day of September, 1942 between the Municipal Corporation of the City of Bombay a Corporation constituted by the City of Bombay Municipal Act, 1888 of the First Part, Madhusudan Damodar Bhat, Municipal Commissioner for the City of Bombay of the Second Part and Vishram Walji the Original Contractor of the Third Part, and Nensi Bhojraj the Building Tenant of the Fourth Part, and Bai Chandan, wife of Damodar Tribhowandas Kapadia the Lessee of the Fifth Part, the Municipal Corporation at the request of the Original Contractor and the Building Tenant demised and the Commissioner pursuant to the powers in that behalf conferred upon him, confirmed unto the Lessee piece or parcel of land containing by admeasurement 527.6 sq. mts. or thereabouts being Plot No.129 of the Dadar Matunga Estate of the Corporation in the City and Island and Registration and Sub-Registration District of Mumbai, together with the building constructed

thereon commencing from 16th day of January 1937, for the term of 999 years subject to the rent and Lessees' covenants reserved, (more particularly described in the Schedule hereunder written).

(2) Bai Chandan wife of Damodar Tribhowandas Kapadia surrendered the lease granted to the said Bai Chandan wife of Damodar Tribhowandas Kapadia under Indenture of Lease dated 2nd September 1942.

(3) Vide Indenture dated 10th April, 1948 between Municipal Corporation of the City of Bombay therein referred to as 'Corporation' of the First Part, Bhailal Khushaldas Patel, Municipal Commissioner for the City of Bombay of the Second Part and Govindbhai Jorabhai Patel and Bai Surajbai wife of Govindbhai Jorabhai Patel jointly referred to as the 'Lessees' of the Third Part, the Corporation demised and the Commissioner confirmed unto the Lessees all the pieces of land containing an area of 631 sq. yds. Or thereabouts situate on and being Plot No.129 of the Dadar Matunga (North) Estate of the Corporation in the City and Island and Sub-Registration District of Bombay together with the building known as 'Suraj Villa's' standing thereon unto the Lessees as joint tenants so that on death of one of the Lessees the survivor shall be entitled to the whole of the premises for the remaining term and paying during the continuance of the term yearly rent and upon condition of the performance of the covenants on the part of the Lessees.

(4) One of Lessees Shri Govindbhai Jorabhai Patel husband of Bai Surajbai died at Bombay on or about 7th June, 1964 and the Lessees being joint tenants the said property devolved on Bai Surajbai wife of Shri Govindbhai Jorabhai Patel.

(5) Vide Indenture dated 10th day of February, 1977 between Bai Surajbai wife of Govindbhai Jorabhai Patel (therein referred to as 'the Assignor') of the One Part and the Owners hereto (therein referred to as 'the Assignee') of the Other Part, the said Bai Surajbai wife of Govindbhai Jorabhai Patel, assigned transferred and assured all her right, title and interest in piece or parcel of land containing an area of 631 sq. yds. Equivalent to 527.60 sq. mts. or thereabouts bearing Plot No.129, Laughton Survey No.818, Cadastral Survey No.335/10 of Dadar Matunga (North) Estate of Corporation in the City and Island, in the Registration District and Sub-District of Bombay and Bombay Suburban together with the building 'Siraj Villa' and other structures standing thereon lying being and situate at Bhaudaji Road, Matunga, Mumbai – 400 019, and assessed by the Assessor and Collector of Municipal Rates and Taxes 'F' Ward No.7883(5) within the limits of Briahanmumbau Mahanagarpalika, more particularly described in the Schedule there under written and hereunder written and hereinafter referred to as the 'said property'. The Indenture dated 10th day of February, 1978 is registered with Sub-Registrar of Bombay under Sr. No.218 of 78 of book No.1.

(6) The Owners thus became seized and possessed of or otherwise entitled to the said property as tenants in common each one of them having one-half undivided share, right, title and interest in the said property.

(7) Vide Development Agreement dated 19th day of July 2011 between Owners (therein also referred to as 'Owners') of the One Part and Tridhaatu Suraj Villa Developers LLP, a limited liability partnership having its registered office at E-1, Maryland Apartments, D. K. Sandu Marg, Chembur, Mumbai 400 071 (therein referred to as 'the Developers' and hereto also referred to as 'the Developers') of the Other Part, the Owners appointed the Developers as the sole and exclusive Developers and Contractors to develop the said property



upon the terms and conditions contained therein. The Development Agreement dated 19th day of July 2011, is registered with the Jt. Sub-Registrar, Mumbai City-1 under Sr. No.BBE-1/6404 of 2011.

(8) We have caused searches to be taken by professional searcher at the office of the Sub-Registrar of Assurances at Mumbai from 1982 to 2014 for 34 years. We have perused the search notes furnished by the professional searcher. Upon perusal of the same we do not find any document adversely affecting the title of the Owners registered against the said property.

(9) We have also perused the Public Notice caused to be published in Free Press Journal and Nav Shakti on 18th July, 2014 in English Language and Marathi Language respectively, inviting claim, interest and/or rights in the said property. We hereby certify that no claims were received in response to the said Public Notice till date.


(10) Relying upon the papers/documents furnished by the Developers and the search notes issued by the professional searcher. We are the opinion that:-

(i) Title of the said (i) Shrenik Dhanjibhai Shah and (ii) Ramesh Dhanjibhai Shah (the Owners) to the said property appears to be clear and marketable and free from encumbrances;

(ii) In view of the Development Agreement dated 19th day of July 2011 between the said Shrenik Dhanjibhai Shah and Ramesh Dhanjibhai Shah, the Owners and Tridhaatu Suraj Villa Developers LLP, the Developers, Tridhaatu Suraj Villa Developers LLP are entitled to develop the said property, and

(iii) Tridhaatu Suraj Villa Developers LLP, the Developers, have the sole and exclusive right to sell and to enter into agreement with the Purchaser/s of the flats/car park/shops/ garages in the building proposed to be constructed on the said property and to receive the sale price in respect thereof.

Dated this 21st day of August, 2014.

For RAYMOND & CO.,

Proprietor
Advocates and Solicitors