

K. SRINIVASA VARADHAN

Advocate, High Court, Bombay

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TITLE CERTIFICATE

ALL THAT piece or parcel of land or ground situate lying and being on the 16th Road, Chembur, in the registration Sub-District of Bandra, Mumbai, Suburban District in Greater Mumbai, being plot no. 136, Suburban Scheme III Chembur containing by admeasurement 726 sq. yards or thereabouts equivalent to 609 sq. meters bearing CTS No. 994 together with the existing building known as "Shanmukha" standing thereon

THIS IS TO CERTIFY THAT I have investigated the title of Ambal Shanmukha Co-operative Housing Society Ltd., (hereinafter called "the Society"), a Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act XXIV of 1961) under Registration No. BOM/WM/HSG/GC/TO(OH)/5895/01-92 dated 4/11/1991 and having its registered office at Plot No. 136, 16th Road, Chembur, Mumbai - 400 071 in respect of the property above referred to and I have to state as follows:-

1. I have caused searches to be taken in the matter at Mumbai, Chembur and Nahur Sub-Registrar Offices from 1962 to 2019 and I find that the searches do not reveal any encumbrance on the property above referred to.



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2. By an Agreement dated 26th November, 1947 in HH form and by a permit of even date in KK form signed by the District Deputy Collector, Bombay Suburban District, the said District Deputy Collector permitted one Mr. G.G. Nicholas to occupy all that piece or parcel of land bearing Plot no. 136, Suburban Scheme III, 16th Road, Chembur, Taluka Kurla, within the Registration Sub-District of Chembur, District Mumbai Suburban, within Greater Mumbai, containing by admeasurement 726 sq. yards or thereabouts equivalent to 609 sq. meters, more particularly described in the Schedule thereunder written and hereinafter referred to as "the said plot".
3. The said Mr. G.G. Nicholas died intestate on 22/8/1948 leaving behind him at the time of his death Mrs. Rosie Nicholas, his wife and Ms. Dora Mira Nicholas, his daughter as his only surviving legal heirs.
4. By order dated 16th October, 1951, the Hon'ble High Court, Bombay granted to the said Mrs. Rosie Nicholas the letter of administration to the estate of the said Mr. G.G. Nicholas.
5. By an Indenture dated 22nd February, 1962 made between the said Mrs. Rosie Nicholas and Ms. Dora Mira Nicholas (therein referred to as "the Vendors" of the one part) and Messrs. Kalachand Ghanshamdas & Co., a partnership firm represented by its partners, Kalachand Ghanshamdas and Jivanlal Chaturdas Parekh (therein referred to as "the Purchasers" of the other part) and registered at the office of the Sub-Registrar of Assurances of Bombay under registration no. 987/1962 the Vendors therein sold and transferred to the Purchasers therein the said Plot at or for the price and on the terms and conditions as recorded therein.
6. By an Indenture dated 15th January, 1964 made between the said Messrs. Kalachand Ghanshamdas & Co., a partnership firm represented by its partners, Kalachand Ghanshamdas and Jivanlal Chaturdas Parekh (therein referred to as "the Vendors" of the one part) and Ambal Cooperative Housing Society Ltd., a cooperative housing society registered under the provisions of Bombay Cooperative Societies Act, 1925 and bearing registration no. B/4587 of 1961 and registered at the office of the Sub-Registrar of Assurances of Bombay under registration no. 252/1964 (therein referred



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to as "the Purchasers" of the other part) the Vendors therein sold and transferred to the Purchasers therein the said Plot at or for the price and on the terms and conditions as recorded therein.

7. The said Ambal Co-operative Housing Society Limited constructed a building known as "Shanmukha" consisting of ground and Two upper floors on the said Plot in or about the year 1964 having therein 12 flats, hereinafter referred to as the "existing building", and sold the flats on ownership basis to 12 flat-owners and also allotted shares to the said 12 flat-owners in the said Ambal Cooperative Housing Society Ltd.
8. In the circumstances aforesaid and subject to the aforesaid, the Society has become seized and possessed of or otherwise well and sufficiently entitled to the said plot together with the existing building more particularly described in the Schedule hereunder written, hereinafter referred to as "the said property" and the said property stands in the name of the Society in the City Survey Records (under C.T.S. No. 994) and the Property Register Card pertaining to the said property.
9. By a Development Agreement dated 1st October, 2019, registered with the Sub-Registrar of Assurances, Kurla under serial No. KRL-5/13241/2019, hereinafter referred to as the "Development Agreement", the Society and its existing members granted unto and in favour of Messrs. Shree Krishna Properties, a partnership firm having its office at "Sethna Manor", 6th Floor, 6th Road, Chembur, Mumbai - 400 071 ("the Developers") the development rights to redevelop the said property for the consideration and on the terms and conditions more particularly set out therein by demolishing the existing building and constructing a new building consisting of stilt plus as many upper floors as permissible in its place on the said plot as per Development Control and Promotion Regulations 2034 issued by Municipal Corporation of Greater Mumbai, hereinafter referred to as "the said New Building", for the consideration and on the terms and conditions therein contained AND the Developers have, inter alia, agreed to provide the existing members of the Society in the said New Building 12 flats as and by way permanent alternate accommodation on ownership basis and the remaining flats and premises in the said New Building



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shall belong to the Developers to be dealt with by them in such manner as they deem fit.

10. By a Power of Attorney dated 1st October, 2019, registered with the Sub-Registrar of Assurances, Kurla under serial No. KRL-5/13242/2019, the Society has empowered the Developers with the authorities and powers to do all such acts, deeds, matters and things as are required to carry out the redevelopment of the said property in terms of the Development Agreement.

In the circumstances aforesaid, I hereby certify that in my opinion the title of the Society to the property above referred, is marketable and free from all encumbrances and on the basis of the Development Agreement, the said Messrs. Shree Krishna Properties are entitled to sell, lease or otherwise transfer the flats, stilt and open car parking spaces in the said New Building to be constructed by them on the said property, save and except the Members' Premises mentioned therein reserved for the existing members of the Society, in accordance with the sanctioned plans and amendments thereto and to enter into agreements for transfer and appropriate the consideration in respect thereof.

THE SCHEDULE ABOVE REFERRED TO:

(Description of the said property)

ALL THAT piece or parcel of land or ground situate lying and being on the 16th Road, Chembur, in the registration Sub-District of Bandra, Mumbai, Suburban District in Greater Mumbai, being plot no. 136, Suburban Scheme III Chembur containing by admeasurement 726 sq. yards or thereabouts equivalent to 609 sq. meters bearing CTS No. 994 together with the existing building known as "Shanmukha" standing thereon and bounded as follows:



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On or towards the East : By Plot No. 137
On or towards the West : By Plot No. 135
On or towards the North : By 16th Road
On or towards the South : By Plot No. 148

Dated this 17th day of October, 2019.

Yours truly,



(K. Srinivasa Varadhan)

Advocates, High Court, Bombay

