

K. SRINIVASA VARADHAN

Advocate, High Court, Bombay

505, "The Central", Near Railway Crossing, Chembur, Mumbai - 400071.

Mobile : +91 98205 61308 • Email : ksvaradhan63@gmail.com

TITLE CERTIFICATE

ALL THAT piece and parcel of land or ground situated lying and being at Chembur in Greater Bombay, in the Registration Sub-District of Bandra, District Bombay Suburban admeasuring 765.80 sq. mtrs. or thereabouts (as per property card) 747 sq. mtrs. or thereabouts (as per physical survey) bearing Plot No. 7, Survey No. 84/3, CTS No. 1509 together with the building known as "Mumbadevi CHS Ltd." standing thereon

THIS IS TO CERTIFY THAT I have investigated the title of Mumbadevi Co-operative Housing Society Limited ("**the Society**"), a Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act XXIV of 1961) under Registration No. MUM/WM/HSG/(TC)/9241/2005-06 dated 19th October, 2005, Plot No. 7, Sai Nagar Housing Colony, St Anthonys Road, Chembur, Mumbai - 400 071 in respect of the property above referred to and I have to state as follows:-



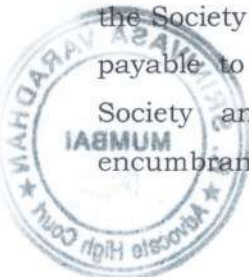
1. Prior to October, 1966, one Mr. Robert D'silva and Ms. Maria Lurdes Ester D'silva were the owners of or otherwise well and sufficiently entitled to all that piece and parcel of land or ground situated lying and being at Chembur in Greater Bombay, in the Registration Sub-District of Bandra, District Bombay Suburban admeasuring 765.80 sq. mtrs. or thereabouts (as per property card) 747 sq. mtrs. or thereabouts (as per physical survey) bearing Plot No. 7, Survey No. 84/3, CTS No. 1509 ("**said plot**").
2. By an Agreement for Sale dated 22nd January 1966 the said (1) Mr. Robert D'silva and (2) Mrs. Maria Lourdes Ester D'silva agreed to sell and transfer the said plot to Mr. A. Kumara Menon, Chief Promoter of the Society, for the consideration and upon the terms and conditions set out therein.
3. By and under an Indenture dated 29th September, 1966 executed between the said (1) Mr. Robert D'silva and (2) Mrs. Maria Lourdes Ester D'silva, therein referred to as the Vendors of the First Part, the said Mr. A. Kumara Menon, therein referred to as the Confirming Party of the Second Part and the Society, therein referred to as the Purchasers of the Third Part and registered under sl. No. 3581 of 1966 before the Sub-Registrar of Assurances, Bombay, the Vendors therein sold and transferred the said plot to the Purchasers therein, the Society for the consideration and upon the terms and conditions set out therein.
4. For financing the construction of a building on the said plot, by a Deed of Mortgage dated 28th August, 1968, registered with the Sub-registrar of Assurances at Mumbai under Serial No. 3379 dated 26th June 1970 made between the Society, therein referred to as the Mortgagor of the First Part, The Tata Oil Mills Co. Ltd., therein referred to as the Guarantor of the Second Part and Life Insurance Corporation of India, therein referred to as the Mortgagee of the Third Part, the Mortgagor therein mortgaged the said plot to the Mortgagee therein to secure the mortgage debt mentioned therein



K. Srinivasa Varadhan
Advocate, High Court

and redeem the mortgage as per the terms and conditions mentioned therein.

5. The Society has repaid the entire mortgage amount including the interest thereon which has been duly acknowledged by Life Insurance Corporation of India vide their letter dated 6th December, 1983.
6. The Zonal Manager, Life Insurance Corporation of India, Western Zone, Mumbai, being exempted from personal appearance before the Sub-Registrar of Assurances as per the Maharashtra Government Gazette Notification dated 21/9/1967 under section 88 of Registration Act, 1908, forwarded the duly executed Deed of Reconveyance dated 22/10/1988 to the Sub-Registrar of Assurances, Mumbai vide letter bearing ref No. HPF/NSR/RVR/M-4/1426 dated 22/10/1988 for registration and onward transmission to the Society. However, till date the Society has not received the said Deed of Reconveyance dated 22/10/1988 duly registered.
7. Upon city survey the said plot was mutated in the revenue records/property card to admeasure 765.80 sq. mtrs. or thereabouts bearing Survey No. 84, Hissa No. 3 and CTS No. 1509.
8. The Society constructed a building known as "Mumbadevi CHS Ltd." consisting of ground + 3 floors on the said plot, hereinafter referred to as the **"existing building"**, obtained Occupation Certificate from Municipal Corporation of Greater Bombay vide letter dated 17/4/1969 and allotted the 10 residential flats in the existing building to various applicants and issued to them shares in the Society.
9. By a Declaration-cum-Indemnity dated 22nd May, 2019 made by the Society, the Society has declared and confirmed that the entire amounts due and/or payable to Life Insurance Corporation of India had been repaid by the Society and that there is no subsisting mortgage, charge and/or encumbrances in respect of the said plot and/or the existing building, save



and except that the Society is yet to receive the said Deed of Reconveyance dated 22/10/1988 duly registered.

10. 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 and the Property Register Card pertaining to the said Property.

11. By a Development Agreement dated 16th April, 2019, registered with the Sub-Registrar of Assurances, Kurla under serial No. KRL-5/5009/2019, 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 prevailing Development Control Regulations, 1991 and Development Plan 2034 ("**D.C. Regulations**") issued by Municipal Corporation of Greater Mumbai ("**M.C.G.M.**"), 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 10 flats as and by way permanent alternate accommodation on ownership basis and the remaining flats and premises in the said New Building shall belong to the Developers to be dealt with by them in such manner as they deem fit.

12. I have caused Public Notices in the daily newspaper Free Press Journal and Navshakti on 16th April, 2019 inviting claims/ objections in respect of the



K. Srinivasa Varadhan
Advocate, High Court

said Property from the members of public. I have not received any claim and/ or objection in respect of the said Property from the members of the public.

13. I have also caused searches to be taken in the matter at Mumbai, Chembur and Nahur Sub-Registrar Offices from 1966 to 2019 and I find that, save and except the said Deed of Mortgage dated 28th August, 1968, the searches do not reveal any encumbrance on the said Property.

In the circumstances aforesaid and based on the said Declaration-cum-Indemnity dated 22/5/2019 of the Society that the entire dues of the Mortgagee, Life Insurance Corporation of India, had been repaid by the Society and that only the Society is yet to receive the said Deed of Reconveyance dated 22/10/1988 duly registered, 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 said registered 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 and parcel of land or ground situated lying and being at Chembur in Greater Bombay, in the Registration Sub-District of Bandra, District Bombay Suburban admeasuring 765.80 sq. mtrs. or thereabouts (as per property card) 747 sq. mtrs. or thereabouts (as per physical survey) bearing Plot No. 7, Survey No. 84/3, CTS No. 1509 together with the building known as "Mumbadevi CHS Ltd." standing thereon and bounded as follows:



K. Srinivasa Varadhan
Advocate, High Court

On or towards the East : By boundary of Borla village
On or towards the West : By Plot No. 6
On or towards the North : By Plot No. 6
On or towards the South : By 30' Road

Dated this 22nd day of May, 2019

Yours truly,



(K. Srinivasa Varadhan)
Advocates, High Court, Bombay

