

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 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. 135, Suburban Scheme III Chembur containing by admeasurement 620.9 sq. meters (as per Property Card/s) corresponding to CTS Nos: 997, 997/1 to 997/7, in Chembur together with the existing building known as "Rajeshwari Bhavan" standing thereon bearing Municipal Assessment No: M678(A/C No: 0205460010000)

THIS IS TO CERTIFY THAT I have investigated the title of Rajeshwari 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. BOM/HSG 1219 of 1966 and having its registered office at Plot No. 135, "Rajeshwari Bhavan", 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, Bandra, Chembur and Nahur Sub-Registrar Offices from 1945 to 2018 and I find that the searches do not reveal any encumbrance on the property above referred to.

2. Prior to October, 1963, one Mrs. Urmila Natvarlal Zaveri was the owner of or otherwise well and sufficiently entitled to 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. 135, Suburban Scheme III Chembur containing by admeasurement 620.9 sq. meters (as per Property Card/s) ("**said plot**").
3. By an Indenture of Conveyance dated 14th October, 1963, executed between the said Mrs. Urmila Natvarlal Zaveri, therein referred to as the party of the First Part and Messrs. Kalachand Ghanshamdas & Co., a partnership firm represented by its partners, Kalachand Ghanshamdas and Jivanlal Chaturdas Parekh, therein referred to as the party of the Second Part, and registered at the office of the Sub-Registrar of Assurances of Bombay on 7th November 1963 under no. 2825 of Book No. 1, the party of the First Part therein sold and transferred to the party of the Second Part therein the said plot for the consideration and upon the terms and conditions mentioned therein.
4. In or around 1964, the said Messrs. Kalachand Ghanshamdas & Co. constructed a building of ground and 2 (two) upper floors consisting of 12 (twelve) flats known as "Rajeshwari Bhavan" on the said plot, hereinafter referred to as the "**existing building**" and sold the said flats on what is popularly known as "ownership basis" to various purchasers. The said plot together with the existing building thereon shall hereinafter collectively be referred to as the "**said Property**" and more particularly described in the **Schedule** hereunder written.
5. On or around 23rd June, 1966, the said 12 flat purchasers formed and registered the Society.
6. By an Indenture dated 13th March 1967, executed between Messrs. Kalachand Ghanshamdas & Co., a partnership firm through its partners, Kalachand Ghanshamdas and Jivanlal Chaturdas Parekh, therein referred to as the Vendors of

the one part and Rajeshwari Co-operative Housing Society Ltd., the Society herein and therein referred to as the Purchaser, the Vendors therein granted, conveyed, transferred and assured unto the Purchaser therein the said Property being 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. 135, Suburban Scheme III Chembur containing by admeasurement 620.9 sq. meters (as per Property Card/s dated 12-11-1971) together with the existing building known as "Rajeshwari Bhavan" standing thereon on the terms and conditions mentioned therein.

7. In the circumstances aforesaid, the Society became seized and possessed of or otherwise well and sufficiently entitled to the said Property and the said Property stands in the name of the Society in the City Survey Records and the Property Register Card/s pertaining to the said Property.
8. By a Development Agreement dated 11th September, 2018, registered with the Sub-Registrar of Assurances, Kurla under serial No. KRL-5/12513/2018, 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 12 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.

9. By a Power of Attorney dated 11th September, 2018, registered with the Sub-Registrar of Assurances, Kurla under serial No. KRL-5/12514/2018, 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 said Property 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)

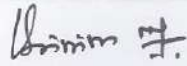
ALL THAT piece or parcel of land or ground situate lying and being on the 16th Road, Chembur, in the registration Sub-District of Bandra, Mumbai, Suburban District in Greater Mumbai, being plot no. 135, Suburban Scheme III Chembur containing by admeasurement 620.9 sq. meters (as per Property Card/s) corresponding to CTS Nos: 997, 997/1 to 997/7, in Chembur together with the existing building known as "Rajeshwari Bhavan" standing thereon bearing Municipal Assessment No: M678(A/C No: 0205460010000) and bounded as follows:

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On or towards the East : By Plot No. 136
On or towards the West : By Plot No. 134
On or towards the North : By 16th Road
On or towards the South : By Plot No. 149

Dated this 17th day of October, 2018.

Yours truly,



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