

K. SRINIVASA VARADHAN

Advocate, High Court, Bombay

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TITLE CERTIFICATE

ALL THAT piece or parcel of land admeasuring 853 sq. yards equivalent to 713.21 sq. mtrs. or thereabouts (713.40 sq. mtrs. as per property card) bearing Plot No. 555 of TPS III Chembur and C.T.S. No. 1472 of village Chembur along with a structure known as "Kothari House" standing thereon, which property is situate lying and being at 11th Road, Chembur, Mumbai - 400 071 in the Registration District and Sub-District of Bombay Suburban

THIS IS TO CERTIFY THAT I have investigated the title of (1) MR. MAHENDRA KRUSHNAKUMAR KOTHARI (PAN AADPK1661N), aged 73 years, (2) MRS. MEENA MAHENDRA KOTHARI (PAN AAHPK2017J), aged 67 years, (3) MR. NIRAV MAHENDRA KOTHARI (PAN AADPK0513B), aged 46 years, (4) MR. DHAVAL MAHENDRA KOTHARI (PAN ADLPK9609F) aged 42 years, (5) MR. RAJESH KRUSHNAKUMAR KOTHARI (PAN AADPK2547B), aged 71 years, (6) MRS. NALINI RAJESH KOTHARI (PAN AAHPK2015L), aged 67 years, (7) MR. KUNAL RAJESH KOTHARTI (PAN AADPK0524G), aged 43 years, (8) MRS. JIYA MOHIT KAPOOR nee MISS JIIMA R. KOTHARI (PAN AIZPK3708L), aged 39 years, (9) MR. SHRIKANT



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KRUSHNKUMAR KOTHARI (PAN AADPK2637C), aged 65 years, (10) **MRS. PRITI SHRIKANT KOTHARI** (PAN AAHPK2016K), aged 58 years, (11) **MRS. JIGNA NIMESH THAKKAR** nee MISS JIGNA S. KOTHARI (PAN AIYPK1912B), aged 36 years, and (12) **MRS. MANSI SHREYA VAKIL** nee MISS MANSI S. KOTHARI (PAN APPPK0665R), aged 32 years, having address at Plot No. 555, 11th Road, Chembur, Mumbai - 400 071 (collectively "Owners"), in respect of the property above referred to and I have to state as follows:-

1. The St. Anthony's Homes Co-Operative Society Limited, a society registered under the provisions of the Bombay Co-operative Societies Act & deemed to be registered under the provisions of the Maharashtra Co-operative Societies Act & having its registered office at Plot No.253, St. Anthony's Road, North, Chembur, Mumbai 400 071, hereinafter called "**the Society**", are the owners of several plots of land which they leased out to their members in accordance with the terms and conditions of leases executed by the Society and the members.
2. By an Indenture of Lease dated 12th May, 1971 made and entered into between the Society, viz., St. Anthony's Homes Co-operative Society Ltd., of the One Part and one Mrs. Thelma Britto of the Other Part and registered with the Sub Registrar of Assurances at Bandra, Mumbai, under Serial No.P-212/1971 on 22nd September, 1971 the Society leased to the said Mrs. Thelma Britto, land bearing Plot No.555 and C.T.S. Nos. 1472 admeasuring 853 square yards equivalent to 713.21 sq. metres or thereabouts (713.40 sq. mtrs. as per property card), situated at 11th Road, Chembur, Mumbai 400 071 and in Suburban Scheme III of the Society in the Mumbai Suburban District, hereinafter referred to as the "**said plot**" for a period of 998 years commencing from the 5th day of May, 1958 at the rent and on the terms and conditions and covenants contained in the said Deed. The said Mrs. Thelma Britto constructed a residential structure known as Britto House by utilizing PSI of 1300 sq. ft. on the said plot.



3. By an Agreement to Assign dated 28th June, 1982 between the said Mrs. Thelma Britto and (1) Mr. Mahendra K. Kothari, (2) Mr. Rajesh K. Kothari and (3) Mr. Shrikant K. Kothari, the said Mrs. Thelma Britto agreed to allow the said (1) Mr. Mahendra K. Kothari, (2) Mr. Rajesh K. Kothari and (3) Mr. Shrikant K. Kothari to construct further on the said residential structure known as Britto House by utilizing the balance FSI of the said plot, viz., 2300 sq. ft. It was also agreed that on construction of the building accordingly, the said (1) Mr. Mahendra K. Kothari, (2) Mr. Rajesh K. Kothari and (3) Mr. Shrikant K. Kothari will become owners of proportionate share in the said plot and that the said (1) Mr. Mahendra K. Kothari, (2) Mr. Rajesh K. Kothari and (3) Mr. Shrikant K. Kothari will have the option to purchase the said residential structure known as Britto House together with the proportionate share in the said plot from the said Mrs. Thelma Britto.
4. By a Supplementary Agreement dated 28/2/1985, the said Mrs. Thelma Britto granted rights of tenancy in respect of the said residential structure known as Britto House to the said (1) Mr. Mahendra K. Kothari, (2) Mr. Rajesh K. Kothari and (3) Mr. Shrikant K. Kothari and put them in possession thereof.
5. Pursuant to the said Agreement to Assign dated 28th June, 1982 the said (1) Mr. Mahendra K. Kothari, (2) Mr. Rajesh K. Kothari and (3) Mr. Shrikant K. Kothari constructed three flats on the second and third floors of the said residential structure known as Britto House and gave them on rent to (1) Mrs. Meena M. Kothari, (2) Mrs. Nalini R. Kothari and (3) Mrs. Preeti S. Kothari.
6. By and under a Deed of Assignment dated 10th January, 1997 executed between the said Mrs. Thelma Britto as the Assignor of the First Part; (1) Mr. Mahendra K. Kothari, (2) Mr. Rajesh K. Kothari and (3) Mr. Shrikant K. Kothari as the Confirming Parties of the Second Part; and M.R.S. Family Trust ("said Trust") as the Assignee of the Third Part, and registered with the Sub-Registrar of Assurances at Kurla under Sr. No. BDR-3-90-1997 on 11th March, 1997, the said Mrs. Thelma Britto demised and assigned unto



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and in favour of the said Trust the said plot in perpetuity and the said structure known as Britto House, free from all encumbrances at or for the price and on the terms and conditions set out in the said Deed of Assignment dated 10th January, 1997. The said plot and the said residential structure, now known as "Kothari House", are hereinafter collectively referred to as the "**said property**" and more particularly described in the **Schedule** hereunder written.

7. By virtue of the said Deed of Assignment dated 10th January, 1997, the names of the said (1) Mr. Mahendra K. Kothari, (2) Mr. Rajesh K. Kothari and (3) Mr. Shrikant K. Kothari being the Trustees ("**said Trustees**") of the said Trust were mutated in the Property Register Card in respect of the said plot.
8. Consequent upon the application made by the said Trustees of the said Trust for the membership of the Society, disputes and differences arose between the Society and the said Trust represented by the said Trustees which resulted in filing of Writ Petition No. 2039 of 2001 by the Society against the said Trust represented by the said Trustees and the said Mrs. Thelma Britto.
9. During the pendency of the above Writ Petition, the entire disputes and differences between the Society on the one hand and the said Trust represented by the said Trustees and the said Mrs. Thelma Britto on the other hand came to be resolved by an order of the Hon'ble High Court, Bombay dated 17th April, 2001 based on the Consent Terms executed between the parties, inter alia, providing for the Society to sell, assign, transfer and convey to the said Trust represented by the said Trustees the reversionary rights in respect of the said plot for the consideration mentioned in the said Consent Terms and thereby making the said Trust represented by the said Trustees the absolute owners of the said plot.
10. The said Trust represented by the said Trustees has duly paid the consideration to the Society as per the said order dated 17th April, 2001 and became entitled to have a Deed



of Conveyance of Reversionary Rights executed by the Society unto and in favour of them/their nominee(s)/their assign(s) in respect of the said plot.

11. Accordingly, by and under a Deed of Conveyance dated 5th November, 2019 executed between the Society as the Vendor of One Part, the said Mrs. Thelma Britto as the Confirming Party of the Second Part and the said Trust represented by the said Trustees as the Purchasers of the Third Part and registered with the Sub-Registrar of Assurances, Kurla No. 4 under Sr. No. 14077 dated 5/11/2019, the Society, for the consideration and on account of the terms and conditions of the aforesaid Consent Terms and order dated 17th April, 2001, demised and assigned unto and in favour of the said Trust represented by the said Trustees their reversionary rights in the said plot in perpetuity, free from all encumbrances.

12. The Owners are the only beneficiaries of the said Trust.

13. By and under Transfer Deed by Trustee to Beneficiary dated 26th February, 2020 made between the said Trustees of the said Trust, therein referred to as the Transferors of the First Part, and (1) MR. MAHENDRA KRUSHNAKUMAR KOTHARI, (2) MRS. MEENA MAHENDRA KOTHARI, (3) MR. NIRAV MAHENDRA KOTHARI and (4) MR. DHAVAL MAHENDRA KOTHARI, Owner nos. 1 to 4 herein and therein referred to as the First Transferees of the Second Part, and (1) MR. RAJESH KRUSHNAKUMAR KOTHARI, (2) MRS. NALINI RAJESH KOTHARI, (3) MR. KUNAL RAJESH KOTHARI and (4) MRS. JIYA MOHIT KAPOOR nee MISS HIMA R. KOTHARI, Owner nos. 5 to 8 herein and therein referred to as the Second Transferees of the Third Part, and (1) MR. SHRIKANT KRUSHNAKUMAR KOTHARI, (2) MRS. PRITI SHRIKANT KOTHARI, (3) MRS. JIGNA NIMESH THAKKAR nee MISS JIGNA S. KOTHARI, and (4) MRS. MANSI SHREYA VAKIL nee MISS MANSI S. KOTHARI, Owner nos. 9 to 12 herein and therein referred to as the Third Transferees of the Fourth Part, the Transferors therein, as the said Trustees of the said Trust, granted, conveyed, transferred and assured unto each of the First, Second and



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Third Transferees therein, being the beneficiaries of the said Trust, their respective one-twelfth undivided share, claim, right, title and interest in the said property. The said Deed of Transfer by Trustee to Beneficiary dated 26/2/2020 is duly registered with the Sub-Registrar of Assurances at Kurla-4 under Sr. No. KRL-4-2722-2020 dated 26/2/2020.

14. Thus, the Owners became the owners of or otherwise well and sufficiently entitled to the said property being all that piece or parcel of land, ground, hereditaments and structures lying and being at Chembur in the Registration Sub-District of Bandra bearing Plot No.555 and C.I.S. Nos. 1472 admeasuring approx. 853 square yards equivalent to 713.21 sq. metres or thereabouts (713.40 sq. mtrs. as per property card), situated at 11th Road, Chembur, Mumbai 400 071 and in Suburban Scheme III of the Society together with the residential structure known as "Kothari House" standing thereon.

15. By a Development Agreement dated 21/07/2020, registered with the Sub-Registrar of Assurances, Kurla under serial No. KRL/5/4390/2020, hereinafter referred to as the "**Development Agreement**", the Owners have 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 Owners __ flats in the said New Building, as more particularly set out in Annexure "B" of the Development Agreement, as and by way permanent alternate accommodation on ownership basis and the remaining flats and premises in the said



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

16. By a Power of Attorney dated 21/07/2020, registered with the Sub-Registrar of Assurances, Kurla under serial No. KRL/5/4391/2020, the Owners have 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.
17. I have caused searches to be taken in the matter at Mumbai, Chembur and Nahur Sub-Registrar Offices from 1971 to 2020 and I find that the searches do not reveal any encumbrance on the property above referred to.
18. I have also caused Public Notices in the daily newspaper Free Press Journal and Navshakti inviting claims/objections in respect of the 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.

In the circumstances aforesaid, I hereby certify that in my opinion the title of the Owners in respect to the said property, 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 flats agreed to be provided therein to the Owners as per Annexure "B" of the Development Agreement, in accordance with the sanctioned plans and amendments thereto and to enter into agreements for transfer and appropriate the consideration in respect thereof.



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THE SCHEDULE ABOVE REFERRED TO:

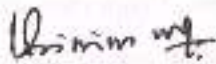
(Description of the said property)

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On or towards North	:	By 11 th Road
On or towards South	:	By Plot No. 245
On or towards East	:	By Plot No. 554
On or towards West	:	By Plot No. 556

Dated this 6th day of August, 2020.

Yours truly,



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

