

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 or plot situate and lying underneath and appurtenant to building No. 131 at TPA III Ghatkopar, plot No. 113 (part) of Village Ghatkopar, CTS No. 5662 in the registration Sub-District and District of Bombay City and Suburban Bombay District admeasuring 569 sq. mtrs. or thereabouts together with the said building no. 131 standing thereon

THIS IS TO CERTIFY THAT I have investigated the title of **Vishal Pantnagar Co-Operative Housing Society Limited**, (hereinafter called "**the Society**"), a cooperative housing society registered under the Maharashtra Co-operative Societies Act, 1960 under Serial No. BOM/HSG/3693 of 1972 dated 31st July, 1972 and having its administrative office at 105/3159 Shree Ram Co-operative Housing Society Ltd., Pantnagar, Ghatkopar (East), Mumbai – 400 075, in respect of the property above referred to (hereinafter called "**the said property**") 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 1975 to 2018 and I find that the searches do not reveal any encumbrance on the property above referred to.

2. I have also caused Public Notices to be published in the newspapers inviting claims, if any, to the said property from the members of the public and there was no claim received.
3. Maharashtra Housing Board as Maharashtra Housing and Area Development Authority (MHADA) then was, (hereinafter called "**the Board**"), under its housing scheme generally known as "Low Income Group Housing Scheme" built about 240 tenements comprised in fifteen ground plus three upper floor buildings known as Building Nos. 122 to 136 on all that piece and parcel of land or ground or plot at TPA III Ghatkopar, in the registration Sub-District and District of Bombay City and Suburban Bombay District and allotted the same to various allottees.
4. The said allottees including those who were allotted the 16 tenements in the said building no. 131 thereafter formed themselves into a cooperative housing society and registered the same, being the Society herein and all the allottees including those who were allotted the 16 tenements in the said building no. 131 were allotted shares in the Society.
5. By a Deed of Conveyance dated 3rd May, 1978, registered with the Sub-Registrar of Bombay under serial No.S/1427 dated 28th July, 1978, the Board conveyed the right, title and interest in the said building no. 131 to the Society for consideration and upon terms and conditions mentioned therein by virtue of which the allottees of the 16 tenements in the said building no. 131, the members of the Society, became owners of their respective tenements.
6. By a Deed of Lease dated 3rd May, 1978, registered with the Sub-Registrar of Bombay under serial No.S/1425 dated 28th July, 1978, the Board demised by way of lease unto the Society all that piece and parcel of land or ground or plot situate and lying underneath and appurtenant to the said building No. 131 at TPA III Ghatkopar, plot No. 113 (part) of Village Ghatkopar, CTS No. 5662 in the registration Sub-District and District of Bombay City and Suburban Bombay District admeasuring 569 sq. mtrs. or thereabouts as per the demarcation by the Executive Engineer, MHADA, more particularly

described in the Schedule mentioned thereunder for consideration and upon terms and conditions mentioned therein.

7. In the circumstances aforesaid, the Society became seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land or ground or plot situate and lying underneath and appurtenant to the said building No. 131 at TPA III Ghatkopar, plot No. 113 (part) of Village Ghatkopar, CTS No. 5662 in the registration Sub-District and District of Bombay City and Suburban Bombay District admeasuring 569 sq. mtrs. or thereabouts together with the said building being Building No. 131 standing thereon, (hereinafter called "**the said property**"), and more particularly described in the **Schedule** hereunder written.
8. By a Development Agreement dated 15th December, 2011 registered with the Sub-Registrar of Assurances, Kurla under serial No. BDR-13-09974-2011 and a Supplement Development Agreement dated 30th October, 2018 registered with the Sub-Registrar of Assurances, Kurla under serial No. KRL-5-14527-2018, (hereinafter collectively called "**the Development Agreements**"), the Society and its 16 members in respect of the 16 tenements in the said building no. 131 granted unto and in favour of Messrs. Shree Krishna Properties Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at Plot No.148, Sindhi Society, Chembur, Mumbai 400071 and its Corporate Office at "Sethna Manor", 6th Floor, 6th Road, Chembur, Mumbai – 400 071 (hereinafter called "**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 and Promotion Regulations 2034 issued by Municipal Corporation of Greater Mumbai (hereinafter called "**the New Building**"), for the consideration and on the terms and conditions therein contained AND the Developers have, inter alia, agreed to provide 16 residential flats in the New Building to the existing members of the Society in respect of their

K. Srinivasa Varadhan
Advocate, High Court

existing tenements in the said building no. 131 as and by way permanent alternate accommodation on ownership basis and the remaining flats and premises in the 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 15th December, 2011 registered with the Sub-Registrar of Assurances, Kurla under serial No. BDR 13 09975 - 2011, 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 Agreements.

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 Agreements, the said Messrs. Shree Krishna Home Private Limited are entitled to sell, lease or otherwise transfer the flats, stilt and open car parking spaces in the New Building to be constructed by them on the said property, save and except the 16 residential flats allotted in the New Building to the existing members of the Society in respect of their existing tenements in the said building no. 131 as and by way permanent alternate accommodation on ownership basis, 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 or plot situate and lying underneath and appurtenant to the said building No. 131 at TPA III Ghatkopar, plot No. 113 (part) of Village Ghatkopar, CTS No. 5662 in the registration Sub-District and District of Bombay City and Suburban Bombay District admeasuring 569 sq. mtrs. or thereabouts together with the said building being Building No. 131 standing thereon, and bounded as follows:

K. Srinivasa Varadhan
Advocate, High Court

On or towards the East by : 40' wide road
On or towards the West by : 50' wide road
On or towards the North by : Building No. 130
On or towards the South by : Building No. 132

Dated this 12th day of February, 2019.

Yours truly,



(K. Srinivasa Varadhan)

Advocates, High Court, Bombay

