

Certificate of Title

Re: Property of Jeevan Nagar Society situate at Mithagar Road,
Mulund (East), Mumbai 400 081

1. We have under instructions from our clients M/s. Matoshree Infrastructure Private Limited, Mumbai, examined and investigated their title as the developers of the property herein. This property, hereinafter referred to as "the said Property", admeasuring 23,083.71 square meters or thereabout being the aggregate area of the several plots is described in the Schedule hereunder written.

2. I. We have done the following things in order to examine our clients' said title, which things are:-

i. Perused the various title deeds standing in the name of The Jeevan Nagar Co-operative Housing Society Ltd. (for short "the Jeevan Nagar Society") which is a Co-operative Housing Society as such registered under the Maharashtra Co-operative Societies Act, 1960;

ii. Perused the Search Reports dated 11.5.2010, 18.12.2011, dt:17.12.2013 and 20.02.2015 submitted to us by the search clerk who took search of all the government records in respect of this property;

iii. Invited claims and objections by giving public notices in the newspapers viz. Free Press Journal, an English daily and Navshakti, a Marathi daily, both dated 14.6.2010.

II. On the perusal of the title deeds and the search notes we prepared an abstract pertaining to the Jeevan Nagar Co-operative Housing Society Ltd.'s title in respect of the said Property. This Society has under the Development Agreement dated:10.5.2010 executed by and between itself as the Owner of the One Part and our clients i.e. Matoshree Infrastructure Pvt. Ltd. of the Other Part and registered with the Sub Registrar of Assurances Bandra, at Kurla-3, under Serial No.BDR-13-04589-2010 dated 11.5.2010 given to our clients the development rights in respect of the said Property coupled with an obligation to duly construct and provide to all its members a new residential unit each. Our clients are entitled under the said Agreement to sell and dispose of to third parties, who will all be in due course admitted as the members of the said Society, all the remaining units at the price as our clients may deem fit and proper.

III. On the scrutiny of the aforesaid, we have been able to summarise the said Society's title to the said Property in the manner as under:-

(i) **Survey No.92/2 and Survey No.92/5 ("First Property") :**

By and pursuant to the Deed of Conveyance dated 1.12.1938 executed by and between Rattansey Hirji Bhojraj and Others as the Vendors on the one hand and Sitaram Posha Mhatre as the Purchaser on the other and registered with the Sub Registrar of Assurances at Bandra under Serial No.1215 of Book No.1 dated 1.12.1938 the said Rattansey Hirji Bhojraj and Others sold and conveyed to Sitaram Posha Mhatre the First Property alongwith certain other lands at the price and embodying the covenants therein mentioned. As per the joint declaration dated 4.9.1965 solemnly affirmed before the Judicial Magistrate, First Class, Thane by Sitaram Posha Mhatre, Krishna Posha Mhatre, Hari Posha Mhatre and Namdeo Posha Mhatre, the First Property was purchased by the Purchaser thereunder on behalf of self and the other three individuals who as such were jointly entitled to the same as the tenants-in-common and in equal proportion. Thereafter under the Deed of Conveyance dated 8.9.1965 executed by and

between the said Sitaram P. Mhatre and 3 Others jointly as the Vendors of the One Part and the Jeevan Nagar Society as the Purchaser of the Other Part and registered with the Sub Registrar of Assurances at Bombay under Serial No.BOM/R/2834/1965 dated 22.1.1966, the said Sitaram Posha Mhatre and Others sold and conveyed to the Jeevan Nagar Society the First Property at the price and embodying the covenants therein mentioned. Since under the aforesaid Deed of Conveyance dated 1.12.1938 the Purchaser thereunder purchased not only the First Property but also certain other property, the Vendors thereunder have given to the Society a covenant for the production of the said Conveyance dated 1.12.1938.

- (ii) **Survey No.92/1** **1 Acre &)**
1 Guntha)
Survey No.92/6 **1 Acre &) ("Second 23 Gunthas**
Property")

The Second Property alongwith the Survey No.92, Hissa No.3 originally belonged to one Kapurchand Walaji who purchased the same under a Certificate of Title dated 15.10.1932 at a sale held in the Regual Civil Suit No.181 of 1927 filed by Khimji Nathaji and Company against Motya Alu Vaity. Kapurchand died intestate on 8.12.1951 survived by the widow Sankurbai and a daughter Ukibai alias Sanchalbai. Sankurbai had taken one Parasmal in adoption as a son in August 1956. Sankurbai constituted a partnership of herself, Roopchand Hajarimal and Bhoormal Hajarimal and Tarachand Krishnaji under the firm name of Jesa Limbaji & Company. In the Bombay City Civil Court Suit No.1942 of 1965 filed by the said Tarachand Krishnaji against the said firm of Jesa Lumbaji & Co., Jagrupchand Tarachand, Pukhraj Talokchand, Sankurbai, Parasmal and Ukibai, a Consent Decree was passed on 21.4.1965. Under this decree, Jagrup Tarachand, Pukhraj Talokchand, Rupchand Hajarimal and Tipoobai Bhoormal Hajarimal were allotted and as such declared the exclusive and absolute owners of the Second Property. This consent decree stated that it would operate as a transfer and conveyance of the Second Property to the said Rupchand Hajarimal and 3 Others. This consent decree is duly registered with the Sub Registrar of Assurances at Bombay. Thereafter by and pursuant to the Deed of Conveyance dated 8.9.1965 executed by and between the said Jagrup Tarachand and 3 Others as the Vendors of the One Part and the Jeevan Nagar Society as the Purchaser of the Other Part and registered with the Sub Registrar of Assurances at Bombay under Serial No.BOM/R/2835/3/12/1965 dated 25.6.1969, the Jeevan Nagar Society has purchased the Second Property from the Vendors therein at the price embodying the covenants therein mentioned.

- (iii) **Survey No.92/3** **6110 sq.yds. ("Third Property")**

We refer to the consent decree dated 21.4.1965 in the Bombay City Civil Court Suit No.1942 of 1965 the particulars whereof are mentioned in the sub para (ii) above. Under the said consent decree Tarachand Krishnaji who was a partner of the firm of Jesa Limbaji & Company and which firm was a Defendant in the said suit was declared to be entitled to one-fourth share in the properties of the said firm and in furtherance thereof declared to be the exclusive and absolute Owner of the Third Property. The said decree further declared that it should operate as a transfer and conveyance of the Third Property to the said Tarachand Krishnaji. This consent decree is duly registered with the Sub Registrar of Assurances at Bombay. The said Tarachand Krishnaji by and pursuant to the Deed of Conveyance dated 8.9.1965 executed by and between himself as the Vendor of the One Part and the Jeevan Nagar Society as the Purchaser of the Other Part duly registered with the Sub-Registrar of Assurances, Mumbai under Serial NO. BOM/R/2831/1965 on 21.6.1969, duly sold and transferred to Jeevan Nagar Society the Third Property at the price and embodying the convenants therein mentioned.

- (iv) **Survey No.92/4** **3690 sq.yds. ("Fourth Property")**

Under the Deed of Sale dated 22.3.1933 made between Hira Narsu Vaity and Baliram Hira Vaity, a minor, by his father and natural guardian viz. the said Hira Narsu Vaity as the Vendors of the One Part and M/s. Khengar Hiraji &

Company and registered with the Sub Registrar of Assurances at Bandra under Serial No.344 of Book No.1 on 22.3.1933, the said Hira Narsu Vaity and Another conveyed to Khengar Hiraji inter alia the Fourth Property as therein mentioned. Upon the demise of Khengar Hiraji on 27.3.1945, his widow Kusumbibai alongwith Jagrup Tarachand and Pokhraj Talokchand carried on the business of the said Khengar Hiraji & Company and thereafter under the decree dated 29.12.1961 passed in the Special Civil Suit No.71 of 1948 by one Narsing Manrup filed against the said Kusumbai and 2 Others, the said Kusumbibai and 2 Others were declared to be the Owners of inter alia the Fourth Property. By and pursuant to the Deed of Conveyance dated 8.9.1965 executed by and between the said Kusumbai Khengar Hiraji, Jagrup Tarachand and Pokhraj Talokchand as the Vendors in favour of Jeevan Nagar Society and registered with the Sub Registrar of Assurances at Bombay under Serial No.2833/65 of Book No.1 dated 22.1.1966, the said Kusumbai and 2 Others sold and conveyed to the Jeevan Nagar Society the Fourth Property at the price and embodying the covenants therein mentioned.

(v) **786 sq. yds. to the East Survey No.111/6)
200 sq. yds. to the West Survey No.93/6) ("Fifth Property")**

By and pursuant to the Deed of Conveyance dated 16.12.1938 executed by and between Rattansey Hirji Bhojraj and Others as the Vendors on the one hand and Sitaram Posha Mhatre as the Purchaser on the other and registered with the Sub Registrar of Assurances at Bandra under Serial No.1215 of Book No.1 dated 16.12.1938 the said Rattansey Hirji Bhojraj and Others sold and conveyed to Sitaram Posha Mhatre the Fifth Property at the price and embodying the covenants therein mentioned. As per the joint declaration dated 4.9.1965 solemnly affirmed before the Judicial Magistrate, First Class, Thane by Sitaram Posha Mhatre, Krishna Posha Mhatre, Hari Posha Mhatre and Namdeo Posha Mhatre, the Fifth Property was purchased by the Purchaser thereunder on behalf of all these four individuals who as such were jointly entitled to the same as the tenants in common and in equal proportion. According to Sitaram Posha Mhatre, Krishna Posha Mhatre, Hari Posha Mhatre and Namdeo Posha Mhatre, the said Sitaram Posha Mhatre purchased the Fifth Property for and on behalf of self and these three other individuals and as such all these four individuals were jointly the beneficial co-owners of the Fifth Property. Thereafter by and pursuant to the Deed of Conveyance dated 17.11.1965 executed by and between the said Sitaram Posha Mhatre and 3 Others as the Vendors of the One Part and the Jeevan Nagar Society as the Purchaser of the Other Part and registered with the Sub Registrar of Assurances at Bombay under Serial No.3549 of 65 of Book No.1 dated 17.2.1966, the said Sitaram Posha Mhatre and 3 Others have sold and transferred the Fifth Property to the Jeevan Nagar Society at the price and embodying the covenants therein mentioned.

The Fifth Property comprises of the two parcels, each parcel being an undivided portion from and out of its larger Survey Number/Hissa Number admeasuring 786 square yards and 200 square yards, respectively. The Jeevan Nagar Society who purchased the Fifth Property as an access land to its other properties has, under the terms of the conveyance of the Fifth Property. This Fifth Property is a road called the Jeevan Nagar Co-operative Housing Society's Hirubai Mhatre Road. This access is to be availed of as an access by the Jeevan Nagar Society jointly with the Vendors of the conveyance under Fifth Property, their servants, workmen, agents, tenants and occupiers of the remaining portions of the respective Survey Numbers viz. Survey No.111/6 and Survey No.93/6. The conveyance of the Fifth Property makes a provision as regards the maintenance expenses to be shared by and between the parties and it also gives in favour of the Jeevan Nagar Society a covenant for the production of the title deeds viz. the original of the Conveyance dated 1.12.1938 referred to above.

3. In the circumstances, the Jeevan Nagar Co operative Housing Society Ltd became solely and absolutely seized and possessed of the whole of the above mentioned property. The Society in due course amalgamated all these plots and secured the NA permission in respect thereof. Upon the City Survey of Mulund Village the City Survey Nos. have been allotted to the plots comprised in the

said Property as is mentioned in the Schedule hereunder written. This Society in due course sometime during the period 1970-1973 developed the whole of the said Property by constructing and allotting to its all 273 members residential flats in the buildings on the said Property. The said Society's name duly occurs in all the Property Register Cards of the City Survey and the other documents. Thereafter by and pursuant to the development Agreement dt:10.5.2010 executed by and between the society of the One Part and Matoshree Infrastructure Pvt. Ltd. as the developers of the Other Part, in consideration as therein mentioned and on the terms and conditions therein recorded, the Society has duly given to and conferred upon Matoshree Infrastructure pvt. Ltd. the redevelopment rights in respect of the said Property and thereof. The Society has stated and recorded in the said agreement that the said Property and every part thereof is free from all and whatsoever encumbrances.

4. The Developers have made their declaration dt:21.02.2015. By this declaration the Developers have recorded that they have executed and registered agreements with certain members of the said Society promising the allotment of the new premises in the new proposed construction on the Property herein and that further under the Unilateral Indenture of Mortgage dt:18.12.2013 executed by the Developers as the Mortgager no. 1, the Developers have mortgaged all the rights under the said Development Agreement in favour of Housing Development Finance Corporation Limited to secure the repayment of the dues under the said mortgage. The Developers have also executed and registered agreements with the 136 members of the Owners-Society in respect of the construction and the allotment to the members severally units in the proposed new construction on the property herein. Save and except this there is no any charge and/or encumbrance on the said Property.
5. In the premises, we hereby state and certify that the Jeevan Nagar Co-operative Housing Society Ltd.'s title as the Owner of the said Property and that of Matoshree Infrastructure Pvt. Ltd. as the Developer of the said Property is clear and marketable in all respect.

THE SCHEDULE ABOVE REFERRED TO

All those the pieces and parcels of land situate at Mouze Mulund, Taluka -Kurla, District Mumbai Suburban District Registration Sub-District Kurla bearing the following Survey Nos. and CTS Nos. aggregating to 23,083.71 sq. mtrs or thereabout of Village Mulund, Taluka Kurla, Mumbai Suburban District together with 27 buildings known as "Jeevan Nagar" of Jeevan Nagar Co-operative Housing Society Ltd. situate at Mithagar Road, Mulund (East), Mumbai 400 081:

Sr. No.	Survey No.	H. No.	C.T.S. No.	Area as per 7/12 Extract	Area as per P.R. Card	Conveyance Reg. No. & Date & Area as per conveyance
1	92	6	1076	1-A, 1-G,	3884.60 Sq. Mtrs.	Sr. No. 2835/65 Dt. 8-9-1965
			1090	1-A, 23¼ -G	6680.90 Sq. Mtrs.	
				2-A, 24¼ -G (12614 Sq. Yds.)	10565.50 Sq. Mtrs.	12614.00 Sq. Yds.
2	92	5	1085	0-A, 10½ - G	1000.40 Sq. Mtrs.	Sr. No. 2834/1965 Dt. 8-9-1965
			1089	0-A, 19½ - G	2398.40 Sq. Mtrs.	
				(3630. Sq. Yds.)	3398.80 Sq.m.	3629.00 Sq. Yds.
3	92	3	1086	1-A, 10½ - G (6110 Sq. Yds.)	5260.10 Sq. Mtrs.	Sr. No.2831/1965 Dt.8-9-1965 6110.00 Sq. Yds.
4	92	4	1088	0-A, 30 1/2 -G (3690 Sq. yds)	3034.90 Sq. Mtrs.	Sr. No. 2833/1965 Dt.8-9-1965 3690.00 Sq. Yds.

5	93	6 (pt.)	1084 (pt) 1091 (pt)	0-A, 01-11=11 (200 Sq. Yds.)	167.2 Sq. Mtrs.	Sr. No. 3549/1965 Dt. 17-11-65 986.00 Sq. Yds.
	111	6 (pt.)	1092 (pt)	0-A, 6 1/2 -G (786 Sq. Yds.)	657.2 Sq. Mtrs. ----- 824.4 Sq. mtrs	
TOTAL				27030 Sq. Yds.	23083.71 Sq. Mtrs.	27029.00 Sq. Yds.

which is bounded as follows:-

On or towards East : by CTS No. 1087 (A), 1087 (C) 1074 1075
On or towards West : by CTS No. 1084 1081
On or towards North : by CTS No. 1102 (D/1) 1112, 1113(A)
On or towards South : by CTS No. 1171/13 1071/1 1071/2

Dated this 26th day of February, 2015.

S. R. Ghanekar

Ghanekar & Co.,
Advocates and Solicitors