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TO WHOMSOEVER IT MAY CONCERN

Re: All that piece and parcel of Plot of Land along with structure lying at R.B. Mehta Marg, Ghatkopar, Greater Bombay bearing Plot No. 72 of TPS No, III, Ghatkopar containing by admeasurement 632.09 sq. mtrs. or thereabouts bearing Municipal N Ward No. 148 (2) Street No. 72 at CTS No. 5924 in the Registration Sub District of Bombay and Mumbai Suburban

We have, on instructions of Roswalt Realty Private Limited ("said Promoter"), having their address at 8th Floor, Grande Palladium, 175 CST Road, Next to Sharman Motors, Kalina, Santacruz East, Mumbai - 400098 examined the title and entitlement of the captioned property being all that piece and parcel of Plot of Land bearing Plot No. 72 of TPS No, III, Ghatkopar containing by admeasurement 632.09 sq. mtrs. or thereabouts bearing Municipal N Ward No. 148 (2) Street No. 72 at CTS No. 5924 in the Registration Sub District of Bombay and Mumbai Suburban ("said Land") alongwith the old residential building known as "Ghatkopar Maheshwar Dham" ("said Old Building") of the Ghatkopar Maheshwar Dham Cooperative Housing Society Limited ("said Society") of consisting of Ground + 3 upper floors, having 10 residential flats and five garages lying at R.B. Mehta Marg, Ghatkopar (East), Mumbai - 400077,. For the sake of brevity, the said Land alongwith the said Old Building shall be hereinafter collectively referred to as the "said Property".

For examination of the title, we were provided with relevant title and other related documents, including (i) Conveyance dated 3rd March 1962 (ii) Conveyance dated 19th January 1970; (iii) Conveyance dated 10th August 1981; (iv) Assessment Bill issued by the MCGM 'N' ward; (v) Resolution of the Special General Body Meeting (SGM) of the said Society held on 15th February 2019; (vi) Resolution of the Special General Body Meeting (SGM) of the said Society held on 21st April 2019 (vii) Development Agreement dated 16th June 2019 (viii) Power of Attorney dated 25th June 2019; (ix) Property Card of the said Land; (x) IOD bearing issued by the MCGM; and (xi) DP Remark of DP2034.

Based on review of the aforesaid documents and the information provided to us by the Promoter, our findings on the title/ entitlement of the said Property are as follows:

1. Ghatkopar Maheshwar Dham Cooperative Housing Society Limited, a Co-operative Society formed and registered by the then members under the provisions of Maharashtra Co-operative Societies Act, 1960 (Act No. XXIV of



- 1961) bearing Registration No. BOM/HSG/5382 dated 19th April, 1978 ("said Society").
2. Prior to 1959 Jasraj Ramji Patel, Bhagwanji Ramji Patel and Premji Jasraj Patel were carrying on business in partnership as builders and building contractors purchasing and selling of the lands etc. in the name and style of M/s. Bhaweshwar Construction Company. The benefit of the partnership was entrusted to Hiralal Jivanbhai Patel.
 3. The Conveyance dated 3rd March 1962 registered with the Sub-registrar of Assurances of Bombay under No. 109 of Book No. 1 on 27th day of April 1962, Narottamdas Keshavlal Shah and others, who were owners and were possessed of a plot No. 72 of TPS No. III of Ghatkopar, sold and conveyed the same to the partnership firm of M/s. Bhaweshwar Construction Company as part of the assets of the said partnership firm.
 4. Hiralal Jivanbhai Patel who was admitted to the benefit of partnership attained majority on 17th July 1968, elected to become, and became, a partner of the said partnership firm, M/s. Bhaweshwar Construction Company.
 5. The said partnership firm, M/s. Bhaweshwar Construction Company was dissolved in about 1970. On dissolution of the said partnership firm, M/s. Bhaweshwar Construction Company, Plot No. 72 of TPS No. III of Ghatkopar was agreed to be to the share of, and sole property of Jasraj Ramji Patel and Premji Jasraj Patel in the partnership firm in the name and style of M/s. Maheshwar Construction Company upon payment of, or for the price of, Rs. 35,000/-.
 6. By Conveyance dated 19th day of January 1970 registered with the Sub-registrar of Assurances at Bandra under Serial No. 77 of 1970 on the 5th day of February 1970, Jasraj Ramji Patel, Bhagwanji Ramji Patel and Premji Jasraj Patel as the Vendors, being partners of the partnership firm namely, M/s. Bhaweshwar Construction Company of the First Part; Hiralal Jivanbhai Patel as the Confirming Party of the Second Part and Jasraj Ramji Patel and Premji Jasraj Patel as the Purchasers, being partners of the partnership firm namely, M/s. Maheshwar Construction Company of the Third Part in consideration of the sum of Rs. 35,000/-, the Vendors sold and conveyed, and the Confirming Party also sold, conveyed and confirmed unto the Purchasers therein as a part of the assets of their said partnership firm M/s. Maheshwar Construction Company, the said Property bearing Plot No. 72 of TPS No, III, Ghatkopar bearing Municipal N Ward No. 148 (2) Street No. 72 at CTS No. 5924 in the Registration Sub District of



- Bombay and Mumbai Suburban on the terms and conditions as more particularly set out in the said Conveyance dated 19th day of January 1970.
7. Thereafter, Prabhudas Jasraj Patel was admitted as a partner in the said partnership firm M/s. Maheshwar Construction Company and Jayantilal Premji Patel, a minor, was admitted to the benefit of the said partnership firm.
 8. The firm, M/s. Maheshwar Construction Company got plans for construction on the said Land, of a building consisting of ground plus upper three floors and five garages closed and 2 open garages and the same were sanctioned by the Municipal Corporation of Greater Mumbai. The said firm, M/s. Maheshwar Construction Company, out of the partnership funds, constructed the building according to the sanctioned plans and named, "Ghatkopar Maheshwar Dham" (said Old Building).
 9. The firm, M/s. Maheshwar Construction Company sold on ownership basis, the various unit/ flats and garages to different flat/ unit purchasers. It was *inter alia* a stipulation in the agreements executed with the flat/ unit purchasers that the flat/ unit purchasers shall form and register a co-operative housing society or a limited company and that the flat/ unit purchasers shall bear and pay the cost of the formation of such co-operative housing society or a limited company, including stamp duty and registration.
 10. Upon construction in or about 1976, the possession of flats/ units in the said Old Building were handed over to the respective flat/ unit purchasers by the firm, M/s. Maheshwar Construction Company and since then the flat/ unit purchasers (and/ or their nominees and assigns) are in possession of the flats/ units in the said Old Building.
 11. The flat/ unit purchasers of the said Old Building formed a co-operative housing society i.e. the said Society under the provisions of Maharashtra Co-operative Societies Act, 1960 (Act No. XXIV of 1961) and the same was registered under Registration No. BOM/HSG/5382 on 19th day of April, 1978. Pursuant thereto, the said Society adopted model bye-laws of the housing society for control and management of the internal affairs of the society and issued share certificates to its members.
 12. By Conveyance dated 10th day of August 1981 registered with the Sub-registrar of Assurances under Serial No. 2352 of 1970 on the 10th day of August 1981, the firm, M/s. Maheshwar Construction Company transferred and conveyed the said Property to the said Society, whereupon the said Society became the sole and

- absolute owner and sufficiently entitled to the said Property bearing Plot No. 72 of TPS No, III, Ghatkopar bearing Municipal N Ward No. 148 (2) Street No. 72 at CTS No. 5924 in the Registration Sub District of Bombay and Mumbai Suburban alongwith the said Old Building.
13. Sometime in the year 2019, the said Society intended to demolish the said Old Building and reconstruct a new building in its place by utilizing the additional FSI available on the said Property and as per law. Accordingly, the said Society held a General Body Meeting on 15th February 2019 wherein, the members resolved to redevelop the said Property by demolishing the said Old Building of the said Society by utilizing the available FSI and also loading additional FSI as per the Development Control Rules applicable for the time being.
 14. Accordingly, the offer submitted by the Promoter (formerly known as Vighneshwar Realty Private Limited) was negotiated and accepted and duly approved by the Special General Body Meeting of the said Society held on 21st April 2019 being the most competitive and beneficial in the opinion of the said Society and its members.
 15. In pursuance of the Resolution passed at the Special General Body Meeting dated 21st April 2019, a Development Agreement dated 16th June 2019, came to be executed by and between the Society alongwith its members with the said Promoter (formerly known as Vighneshwar Realty Private Limited) and duly registered with the office of Sub-Registrar of Assurance at Kurla-5 under Serial No. 8681 of 2019 registered on 25th June 2019 ("Development Agreement") and thereby, the said Society alongwith its members granted development rights to the Developers in respect of the said Property on the terms and conditions set out thereunder.
 16. Under the Development Agreement, it was *inter alia* agreed that the said Society alongwith all its members jointly shall grant all rights of development of the said Property to the Promoter for re-development of the said Property under the re-development scheme of DCR 1991/2034 and that the Promoter shall construct a new building consisting of rehabilitation units for the existing members' rehabilitation as well as sale units for sale by the Promoter without any right, title and interest of the said Society and/ or its members.
 17. Pursuant thereto, to do diverse acts, deeds matters and things in connection with the development of the said Property and to deal with the members of the said Society, a Power of Attorney dated 25th June 2019 was also executed in favour of the Developers and its Directors. The said Power of Attorney dated 25th June 2019

is registered with the Sub – Registrar of Assurances at Kurla under Serial No. 8683 of 2019.

18. Further, pursuant to an online search conducted on the website maintained by the Sub-Registrar of Assurances at Mumbai, we were not notified of any *lis pendens* and/ or any such mortgage or encumbrance. Further, we could not find any pending litigation challenging the re-development rights granted in favour of the said Promoter.

Conclusion on Title/ entitlement in respect of the said Property:

- (A) In the circumstances as set out hereinabove, in my view, Ghatkopar Maheshwar Dham Cooperative Housing Society Limited is the sole and absolute owner and sufficiently entitled to the said Property bearing Plot No. 72 of TPS No. III, Ghatkopar bearing Municipal N Ward No. 148 (2) Street No. 72 at CTS No. 5924 in the Registration Sub District of Bombay and Mumbai Suburban alongwith the said Old Building i.e. "Ghatkopar Maheshwar Dham". The property card also stands in the name of the said Society.
- (B) Further, in my view, the said Society, by virtue of the Conveyance dated 10th day of August 1981, is well and sufficiently entitled to all the right, title and interest in respect of the said Property and is as such also entitled to grant development rights for re-development of the said Property.
- (C) Finally, in my view, the Promoter i.e. Roswalt Realty Private Limited (formerly known as Vighneshwar Realty Private Limited), by virtue of the Development Agreement dated 16th June 2019 duly registered with Sub-Registrar of Assurance at Kurla-5 under Serial No. 8681 of 2019 registered on 25th June 2019, has an absolute right to develop the said Property under the re-development scheme of DCR 1991/2034. Further, under the Development Agreement dated 16th June 2019, the Promoter is authorised to sell the free sale component to prospective allottees without any right, title and interest of the said Society and/ or its members.

Disclaimers:

1. *This title certificate has been prepared based on the photocopies of the aforesaid documents and property card that has been furnished to us and presuming that the contents of the said documents are true and correct. We take no responsibility for facts, information and documents relating to the said Property which have not been provided to us.*
2. *Our conclusions as to the title/entitlement of the said Property and views expressed in this Title Certificate are matters of opinion and the same is based on our understanding*

of the documents/ information provided to us, law and regulations prevailing as on the date of this Title Certificate.

- 3. We are not certifying the boundaries of the said Property and/ or physical condition of the said Property since we have not personally inspected the said Property.*
- 4. This title certificate has been prepared based on the assumptions of the legal capacity of all persons, genuineness of all signatures and authenticity of the documents provided to us:*

Dated this 2nd day of September 2020



Varun Navin Mamniya
Advocate & Solicitor

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