

Tel.: 26673696

Babs Corner
Ground Floor,
24, Rustom Sidhwa Marg,
Fort, Mumbai - 400 001.
Tel.: 2267 7407
Email: rayhem@rediffmail.com

146.25/ 133 /2016

Ref. No.

Date :

TITLE CERTIFICATE

Re.:- ALL THAT piece or parcel of Plot of land admeasuring 2588.90 Square Meters as per City Survey Extracts (which area is inclusive of a set-back area admeasuring 398 sq. m.) bearing CTS No.3211 and 3213 of Village Ghatkopar - Kirol, Taluka-Ghatkopar, within the Registration District and Sub-District of Mumbai and Mumbai Suburban, together with the building standing thereon known as "SANSKAR", lying being and situated at Hirachand Desai Road, L.B.S. Marg, Opposite to Sarvodaya Hospital, Ghatkopar (West), Mumbai - 400086, within the limits of Municipal Corporation of Greater Mumbai (hereinafter referred to as the 'said property').

We refer to our Title Certificate dated 12th June, 2015 with respect to the above property. The said Title Certificate is based on search notes with respect to search taken for the said property for the period of 32 years between 1983 to 2015 at Bandra, Chembur, Nahur and Mumbai.

Since M/s. Sandu Sanskar Building Developers LLP has requested us to furnish Title Certificate upto 2nd May, 2016, we caused

searches to be taken at the Office of the Sub-Registrar at Bandra, Chembur, Nahur and Mumbai for the period 2013 till 28th April, 2016.

We have perused search notes for the period 2013 to 28th April, 2016 furnished by Mr. Vishwas J. Daware, Professional Searcher. Upon perusal of the same we find that vide Supplementary Development Agreement dated 27th day of January, 2016 executed between [1] Mr. Chandraprakash Pandey (therein referred to as 'the Member') of the First Part, [2] M/s. Sandu Sanskar Building Developers LLP (therein referred to as 'the Developers') of the Second Part, AND [3] Sanskar Co-operative Premises Society Limited (therein referred to as 'the Society') of the Third Part, the said Member Mr. Chandraprakash Pandey being unable to have executed the Development Agreement dated 31st December, 2014, by this Supplementary Agreement confirmed and ratified the contents of the Development Agreement dated 31st December, 2014 and agreed to adhere to the terms and conditions of the Development Agreement dated 31st December, 2014. The Supplementary Development Agreement dated 27th day of January, 2016 is registered with the Sub-Registrar of Assurances at Kurla No.3 under Serial No. KRL-3/ 914 of 2016.

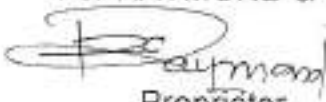
Other than the aforesaid Supplementary Development Agreement dated 27th day of January, 2016, executed between the said Member, the Society and the Developers, the search report does not disclose any new entries registered against the said property.

Relying upon the search notes issued by the Professional Searcher, we confirm that the:-

- (i) Title of the Society to the "said Property" appears to be clear and marketable and free from encumbrances;
- (ii) In view of the Development Agreement dated 31st December 2014 and the Supplementary Development Agreement dated 27th January, 2016 executed between the Society and the said M/s. Sandu Sanskar Building Developers LLP, M/s. Sandu Sanskar Building Developers LLP are entitled to develop the "said Property";
- (iii) That the said M/s. Sandu Sanskar Building Developers LLP are also entitled to sell, deal and/or dispose of the flats/premises remaining after allotting to the existing members flats/premises to which the members of the Society are entitled under the Development Agreement dated 31st December 2014 Supplementary Development Agreement dated 27th January, 2016 in the building proposed to be constructed on the "said Property".

This Title Certificate is Supplemental to the Title Certificate dated 12th June 2015 and shall be read together.

Dated this 2nd day of May, 2016.

For RAYMOND & CO.,

Propri tor
Advocates & Solicitors

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Date :

TITLE CERTIFICATE

Re.:- **ALL THAT** piece or parcel of Plot of land admeasuring 2588.90 Square Meters as per City Survey Extracts (which area is inclusive of a set-back area admeasuring 398 sq. m.) bearing CTS No.3211 and 3213 of Village Ghatkopar - Kiro1, Taluka-Ghatkopar, within the Registration District and Sub-District of Mumbai and Mumbai Suburban, together with the building standing thereon known as "**SANSKAR**", lying being and situated at Hirachand Desai Road, L.B.S. Marg, Opposite to Sarvodaya Hospital, Ghatkopar (West), Mumbai – 400086, within the limits of Municipal Corporation of Greater Mumbai.

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1. M/s. Himalaya Builders Private Limited and M/s. Ishwardas Haridas Bhatia were jointly entitled to Plot of land bearing Plot No.53 of Village Ghatkopar Kiro1, Taluka - Ghatkopar, within the Registration District and Sub District of Mumbai and Mumbai Suburban, lying being and situate at Ghatkopar (West), Mumbai – 400086 (hereinafter referred to as "**the said Land**").



2. The said M/s. Himalaya Builders Private Limited and M/s. Ishwardas Haridas Bhatia, constructed on the said Land, Building(s) known as "**SANSKAR**" (hereinafter referred to as "**said Building**") consisting of 2 (Two) Wings namely "A" and "B" with 24 (Twenty Four) Residential Flats and 22 (Twenty Two) Commercial Shops inclusive of A and B Wings, after taking due approvals from the Municipal Corporation of Greater Mumbai and all other concerned authorities.
3. Thereafter, the said M/s. Himalaya Builders Private Limited and M/s. Ishwardas Haridas Bhatia entered into Agreements for Sale with the Individual Purchasers of the Flats/Commercial Shops as required under Section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
4. The Purchasers of Residential Flats and the Commercial Shops jointly formed the Co-operative Society known as Sanskar Co-operative Premises Society Limited, hereinafter referred to as "**the Society**", under Section 10 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and duly registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/HSG/1664 dated 11th October, 1968 and having its registered Office at Plot No.53, Hirachand Desai Road, Ghatkopar (West), Mumbai - 400086.
5. By virtue of Indenture dated 25th March, 1971 registered with the Sub-Registrar of Assurances at Bombay under Serial No.BOM/2989 of 1971

(herein referred to as "**the said Indenture dated 25th March, 1971**"), made between 1] M/s. Himalaya Builders Private Limited and M/s. Ishwardas Haridas Bhatia (therein collectively referred to as the 'Vendors/Owners') of the One Part and 2] Sanskar Co-operative Premises Society Limited i.e. the Society herein (therein referred to as 'the Purchasers') of the Other Part, the said M/s. Himalaya Builders Private Limited and M/s. Ishwardas Haridas Bhatia sold, conveyed and assigned to the Society only part of Land admeasuring 1847 Sq. Mtrs. upon the terms and conditions more particularly stated therein.

6. Thereafter a portion of the said Land came to be renumbered as CTS No. 3211 and 3213 admeasuring 964.60 Sq. Mtrs. and 1624.30 Square Meters respectively vide the City Survey Records i.e. Property Card and Kami Jasta Patrak, pertaining to the said Land. The CTS No. 3211 and 3213 admeasuring 964.60 Sq. Mtrs. and 1624.30 Sq. Mtrs. respectively (aggregating to area admeasuring 2588.90 Sq. Mtrs.) are hereinafter collectively referred to as "**the said Plots**". The said Plots and the said Building are hereinafter collectively referred to as "**the said Property**".
7. The difference between the area of the said Plots as it appears in the Conveyance dated 25th day of March, 1971 and the area as appearing in the Property Card is 741.90 Sq. Mtrs.
8. The Society conducted a Survey of the said Plots from a Registered Architect to determine the exact area occupied by the Society. It was observed from the Survey Report of the Registered Architect that the

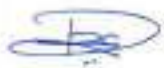


said Plots currently in possession of the Society is only 2190.90 Square Meters as against 2588.90 Sq. Mtrs. as shown in the City Survey records the difference of area admeasuring 398.00 Square Meters being the Set Back Area.

9. There was still a difference of area admeasuring 343.90 Sq. Mtrs. between the area admeasuring 2190.90 Sq. Mtrs. in actual possession of the Society and the area of 1847 Sq. Mtrs. mentioned in the said Indenture dated 25th March, 1971.
10. This differential area admeasuring 343.90 Sq. Mtrs. remained to be conveyed to the Society vide the Indenture dated 25th March, 1971, even though the Society is already in possession and continues to be in possession of the said Property.
11. In order to get this balance area admeasuring 343.90 Sq. Mtrs. conveyed in favor of the Society, the Society filed an Application for Deemed Conveyance dated 17/10/2014 bearing Application No. DC/1000551/2014 before the District Deputy Registrar of Co-operative Societies (2), Eastern Suburbs, Mumbai as per the powers conferred upon him under Section 5(A) and Section 11 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
12. The District Deputy Registrar of Co-operative Societies (2), Eastern Suburbs, Mumbai, under the powers conferred upon him under Section

5(A) and Section 11 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") was pleased to pass the Order dated 16/12/2014 under Reference No. S.R.MUMBAI/ Zone-2/B-7/Housing/Deemed Conveyance/3644/2014, therein directing conveyance of the balance area admeasuring 343.90 Sq. Mtrs. conveyed in favor of the Society.

13. The District Deputy Registrar of Co-operative Societies (2), Eastern Suburbs, Mumbai, has pursuant to the Order dated 16/12/2014, issued a Certificate of Deemed Conveyance dated 16/12/2014 for the area admeasuring 343.90 Square Meters.
14. Pursuant to the passing of the Order, the Competent Authority has issued the Certificate of Entitlement dated 30.03.2015 in terms of sub-section (4) of Section 11 of MOFA certifying it to be a fit case for enforcing execution of conveyance deed for transferring as deemed conveyance the right, title and interest of the erstwhile Owners of the said Property in favor of the Society. The Certificate of Entitlement dated 30.03.2015 is issued by the Competent Authority u/s. 11(4) of MOFA.
15. By Indenture dated 30th March, 2015 executed BETWEEN [1] M/s. Himalaya Builders Private Limited (therein referred to as 'the Vendors/Owners') of the First Part, [2] M/s. Ishwardas Haridas Bhatia (therein referred to as 'the Vendors/Owners') of the Second Part, [3] Mr. Ishwardas Haridas Bhatia (therein referred to as 'the Confirming Party



No.1') of the Third Part, [4] Smt. Mohini Ishwardas Bhatia (therein referred to as 'the Confirming Party No. 2') of the Fourth Part, [5] Dr. Geeta Ishwardas Bhatia (therein referred to as 'the Confirming Party No. 3') of the Fifth Part, [6] Dr. Laxmi Ishwardas Bhatia (therein referred to as 'the Confirming Party No. 4') of the Sixth Part, [7] Dr. Bharati Ishwardas Bhatia (therein referred to as 'the Confirming Party No. 5') of the Seventh Part, all executed by the hands of the District Deputy Registrar of Co-operative Societies as per Deemed Conveyance Order dated 16/12/2014 AND [8] Sanskar Co-operative Premises Society Limited (therein referred to as 'the Purchasers') of the Eight Part, the Vendors/Owners and the Confirming Parties by the hands of the District Deputy Registrar of Co-operative Societies, conveyed and assigned to the Society area admeasuring 343.90 Sq. Mts. upon the terms and conditions more particularly stated therein. The said Indenture dated 30th March 2015 is registered with the Sub-Registrar of Assurances at Kurla No.1 under Serial No. KRL-1/4283/2015.

16. The Society thus became entitled to the said Plots, admeasuring 2588.90 Square Meters (including the set-back area of 398 Sq. Mtrs. already surrendered by the Society) as per City Survey Extracts bearing CTS No.3211 and 3213 of Village Ghatkopar Kiro1, Taluka - Ghatkopar, within the Registration District and Sub District of Mumbai and Mumbai Suburban, lying being and situated at Hirachand Desai Road, L.B.S. Marg, Opposite to Sarvodaya Hospital, Ghatkopar (West), Mumbai – 400086.

17. By the Development Agreement dated 31st December 2014 executed BETWEEN [1] Sanskar Co-operative Premises Society Limited (therein referred to as 'the Society') of the First Part, [2] M/s. Sandu Sanskar Building Developers LLP (therein referred to as 'the Developers') of the Second Part AND Mrs. Varshaben Gosaliya & 41 Others (therein referred to as 'the Members') of the Third Part, the Society and the Members appointed the Developers as developer to develop the said Property upon the terms and conditions more particularly stated therein. The Development Agreement dated 31st December 2014 is registered with the Sub-Registrar of Assurances at Kurla No.3 under Serial No. KRL-3/156 of 2015.
18. Pursuant to the Development Agreement dated 31st December 2014, the Society and the Members also executed a Power of Attorney dated 31st January 2015 in favor of the Developers and registered with the Sub-Registrar of Assurances at Kurla No.3 under Serial No. KRL-3/993 of 2015.
19. We have caused searches to be taken by a professional searcher at the office of the Sub-Registrar of Assurances at Bandra, Chembur, Nahur and Mumbai for the last 30 years. We have perused the search notes furnished by the professional searcher. Upon perusal of the same we do not find any document registered against the said property.



20. We have also perused public notices on behalf of the Developers published in Free Press Journal dated 31.03.2015 in English language and Navshakti dated 31.03.2015 in Marathi language notifying that the said Society has appointed the Developers as developer in respect of the said Property and inviting any objection/claims if any for the same. We certify that no objection/claims whatsoever from anybody or person were received within the notified period of 15 (fifteen) days or any time thereafter.

21. Based on what is set out herein we are of the opinion that:

- (i) Title of the Society to the "said Property" appears to be clear and marketable and free from encumbrances;
- (ii) In view of the Development Agreement dated 31st December 2014 executed between the Society and the said M/s. Sandu Sanskar Building Developers LLP, M/s. Sandu Sanskar Building Developers LLP are entitled to develop the "said Property";
- (iii) That the said M/s. Sandu Sanskar Building Developers LLP are also entitled to sell, deal

and/or dispose of the flats/premises remaining after allotting to the existing members flats to which the members of the Society are entitled under the Development Agreement dated 31st December 2014 in the building proposed to be constructed on the "said Property".

Dated this 12th day of June, 2015.

For RAYMOND & CO.,



Proprietor
Advocates & Solicitors