



KIRTI NAGDA & ASSOCIATES

(ADVOCATES & NOTARY)

KIRTI K. NAGDA B.Com.LL.M
SHUBHANGI S. CHOUDHARI B.Com.LL.B
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5, Trimurti Krupa Co-Op.Hsg.Soc.Ltd.
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Ref. No. : _____

Date : _____

Date: 03/05/2016

TO WHOMSOEVER IT MAY CONCERN

Sub.: Title Certificate with respect to:

All that piece and parcel of land admeasuring 4899.4 sq. mtrs (as per P.R. card) bearing CTS No. 1959 to 1969, 1969(A) at Village - Ghatkopar, Kiroli, Taluka - Kurla, District - Mumbai Suburban situate, lying and being at Golibar Road, Opp. Sarvoday Hospital, 102, Ghatkopar (West), Mumbai - 400086.

- A) It appears that, one Tarabai Govindas Banatwala was absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land of Khoti and Government land together with the messuages, tenements, dwelling house, bungalow, out houses and other structures standing thereon, situate lying, being at Golibar Road, Ghatkopar, within Greater Bombay in the Registration Sub-District of Bandra and containing by admeasurements 5750 Sq.yds or equivalent to 4807 Sq.mtrs. or thereabouts and bearing Survey No.171, Falni No.4/1(part), Survey No.171, Falni No.4/2(part), Survey no. 4 (part) , Survey no. 5 e (part) Survey



No.6, Plot No.1(part), Survey no.130 Falni No.1 (part) and Entry Nos.8 and 207 and assessed by the Municipal Corporation of Greater Bombay under in Ward Nos. 6507(1) 102, 6507(2) 102A, 6507(3) 102B and 6508(1) 103.

- B)** It appears that, the said Tarabai Govindas Banatwala died intestate at Bombay on 28/10/1963 leaving behind, her husband Shri Govindas Narayandas Banatwala and her three sons namely Shri Ranchoddas Govindas Banatwala, Ramesh Govindas Banatwala and Mahesh Govindas Banatwala as her only heirs and legal representatives as per the Hindu law of Succession.
- C)** It appears that, on the death of the said Tarabai Govindas Banatwala the said Shri Govindas Narayandas Banatwala, Shri Ranchoddas Govindas Banatwala, Ramesh Govindas Banatwala and Mahesh Govindas Banatwala became well and sufficiently entitled to the above mentioned Property.
- D)** It appears that, the said Shri Govindas Narayandas Banatwala was in his own right absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of Government land admeasuring about 100 Sq.yds. or equivalent to 83 Sq.mtrs. or thereabouts on the eastern side of the aforesaid property.
- E)** It appears that, under Agreement for Sale Dt.10/08/1964 executed by and between the said Shri Ranchoddas Govindas Banatwala, Ramesh Govindas Banatwala and Mahesh Govindas Banatwala, as the Vendors and one Ram Gangaram and Lekhu Gangaram as the Purchasers; the Vendors therein agreed to sell to the Purchasers therein the aforesaid land, hereditaments and premises described in the aforesaid Clause No.(A) and (D) above



and upon the terms and conditions mentioned in the said Agreement for Sale Dt.10/08/1964 and received earnest money from the said Ram Gangaram and Lekhu Gangaram.

- F)** It appears that, by an oversight the said Shri Govindas Narayandas Banatwala did not join in the said Agreement for Sale Dt.10/08/1964, but however he had agreed to sell the land and hereditaments and premises described in the aforesaid Clause No.(A) and (D) above.
- G)** It appears that, the said Shri Ranchoddas Govindas Banatwala, Ramesh Govindas Banatwala and Mahesh Govindas Banatwala agreed to confirmed to reduce the purchase price which was mentioned in the said Agreement for Sale Dt.10/08/1964.
- H)** It appears that, thereafter by an Agreement for Sale Dt.16/04/1965 made between the said Ram Gangaram and Lekhu Gangaram, of the one part and Shri Manik M. Chablani, Kamala Chablani, Savitri J. Gajra and Bhagwanti M. Chablani, of the Other Part; the Party of the One Part agreed to sell and transfer to the Party of the Other Part therein the aforesaid property; for the valid consideration and on the terms and conditions mentioned in the said Agreement for Sale Dt.16/04/1965.
- I)** It appears that, by an Agreement for Sale Dt.11/05/1965 and made between the Shri Manik M. Chablani, Kamala Chablani, Savitri J. Gajra and Bhagwanti M. Chablani, of the One Part and Shri Gulab Vasantlal Advani, of the Other Part; the Party of the One Part agreed to sell and transfer to the Party of the Other Part therein the aforesaid property; for the valid consideration



and on the terms and conditions mentioned in the said Agreement for Sale Dt.11/05/1965.

- J) It appears that, in or about September 1965 the said Ram Gangaram and Lekhu Gangaram agreed to sell to the saida Shri Manik M. Chablani, Kamala Chablani, Savitri J. Gajra and Bhagwanti M. Chablani the said piece and parcel of Government land admeasuring about 100 Sq.yds. or equivalent to 83 Sq.mtrs.
- K) It appears that, subsequent to the said Agreement the said Shri Manik M. Chablani, Kamala Chablani, Savitri J. Gajra and Bhagwanti M. Chablani agreed to sell to the said Shri Gulab Vasantlal Advani the said piece or parcel of Government Land admeasuring about 100 Sq.yds. or equivalent to 83 Sq.mtrs.
- L) It appears that, the said Shri Gulab Vasantlal Advani in his capacity as the Chief Promoter of Tiger Apartments Co-operative Housing Society alongwith the other promoter members formed and registered a co-operative housing society under the provisions of Maharashtra Co-operative Societies Act, 1960 (XXIV of 1961) known as Tiger Apartments Co-operative Housing Society Ltd., bearing Registration No.BOM/HSG/1032 of 1965.
- M) It appears that, the said Shri Govindas Narayandas Banatwala died intestate at Bombay on 09/02/1966 leaving behind him, his three sons namely Shri Ranchoddas Govindas Banatwala, Ramesh Govindas Banatwala and Mahesh Govindas Banatwala as the only heirs and legal representatives as per the Hindu law of succession.
- N) It appears that, thereafter at the request of the said (a) Ram Gangaram and Lekhu Gangaram, (b) Shri Manik M. Chablani,



Kamala Chablani, Savitri J. Gajra and Bhagwanti M. Chablani and (c) Shri Gulab Vasantlal Advani the said Shri Ranchoddas Govindas Banatwala, Ramesh Govindas Banatwala and Mahesh Govindas Banatwala had agreed to execute Deed of Conveyance in favour of the said Tiger Apartment Co-operative Housing Society Ltd.

- O) It appears that, pursuant thereto under Deed of Conveyance Dt.14/01/1969 executed between Shri Ranchoddas Govindas Banatwala, Ramesh Govindas Banatwala and Mahesh Govindas Banatwala, therein referred to as "the Vendors" and Ram Gangaram and Lekhu Gangaram, therein referred to as "the First Confirming Party therein, and Shri Manik M. Chablani, Kamala Chablani, Savitri J. Gajra and Bhagwanti M. Chablani, therein referred to as "the Second Confirming Party" and Shri Gulab Vasantlal Advani i.e. the Chief Promoter of Tiger Apartment, therein referred to as Third Confirming Party therein and Tiger Apartment Co-operative Housing Society Ltd., therein referred to as "the Society"; the Vendors therein with the consent and confirmation of all Confirming Parties therein sold, conveyed, transferred and assigned to the Society therein; the said land and hereditaments and premises described in the aforesaid Clause No.(A) and (D) above; for the valid consideration and on the terms and conditions mentioned in the said Deed of Conveyance Dt.14/01/1969. The said Deed of Conveyance was lodged for registration with Sub-Registrar; Bombay on 06/03/1969 under Sr. No. 931 of 1969 and the same was indexed and registered on 16/03/1971.



- P) It appears that, the said Tiger Apartments Co-operative Housing Society Ltd. thereafter constructed one residential building on the said Plot of Land as per the plans sanctioned by the MCGM consisting of 52 residential flats.
- Q) It appears that, in the meantime, the said Tiger Apartment Co-operative Housing Society Ltd. applied to the Assistant Registrar, Co-operative Societies for change of its name from "Tiger Apartment Co-operative Housing Society Ltd." to "The Ghatkopar Garden View Apartment Co-operative Housing Society Ltd." and the Assistant Registrar, Co-operative Societies approved the change of name vide its order Dt.24/11/1977 and the said "Tiger Apartment Co-operative Housing Society Ltd. thereafter came to be known as The Ghatkopar Garden View Apartment Co-operative Housing Society Ltd. under the same registration number (hereinafter the said **"Ghatkopar Garden View Apartment Co-operative Housing Society Ltd."** shall be referred to as **"the said Society"**).
- R) It appears that, thereafter under Deed of Rectification Dt.14/09/2000 executed by and between Shri Gulab Vasantlal Advani, therein referred to as "the Chief Promoter" of the One Part and The Ghatkopar Garden View Apartment Co-operative Housing Society Ltd., therein referred to as "the Society" of the Other Part; the parties therein rectified the mistake of not mentioning City Survey Nos. 4(pt) and 5(pt) in the schedule of the property and also brought on record the new name of the society as "The Ghatkopar Garden View Apartment Co-operative Housing Society Ltd" instead of the old name "Tiger Apartment Co-operative Housing Society Ltd." as appearing in the Deed of



Conveyance Dt.14/01/1969. The said Deed of Rectification Dt.14/09/2000 was lodged for registration with Sub-Registrar of Assurance, Kurla on 16/09/2000 under Sr. No. BDR-3/3590/2000 and the same was indexed and registered on 26/09/2000.

- S)** It appears that, in view of the aforesaid the Society is absolute owner of and otherwise seized and possessed off all that piece and parcel of land admeasuring 4899.4 sq. mtrs. (as per P.R. card) bearing CTS No. 1959 to 1969, 1969(A) at Village - Ghatkopar, Kirol, Taluka - Kurla, District - Mumbai Suburban together with the building structure standing thereon and known as 'THE GHATKOPAR GARDEN VIEW APARTMENTS' consisting of ground + 4 upper floors having 52 flats totally admeasuring 28022 Sq. Ft. Carpet alongwith the chawl structure standing thereon consisting of 19 rooms totally admeasuring 4486.24 sq. ft. carpet situate, lying and being at Golibar Road, Opp. Sarvoday Hospital, 102, Ghatkopar (West), Mumbai -400 086(hereinafter referred to as '**the said property**' and more particularly described in the Schedule hereunder).
- T)** It appears that, under Development Agreement Dt.18/05/2012 the society had granted development rights of the said property in favour of V. RAHEJA PROPERTIES PVT. LTD. The said Development Agreement was duly registered with Sub-registrar of Assurance, Kurla Taluka under Sr. No.BDR-3-4767/2012.
- U)** It appears that, however due to diverse reasons and circumstances, the Development of the Property could not be commenced and completed and it was agreed by and between the Society & the said V. RAHEJA PROPERTIES PVT. LTD., to



amicably cancel / terminate the Agreement and accordingly the society and the said developer V.RAHEJA PROPERTIES PVT. LTD., executed Deed of Cancellation Dt.16/05/2014 terminating the said Development Agreement Dt.18/05/2012. The said Deed of Cancellation Dt.16/05/2014 is duly registered with Sub-registrar of Assurance, Kurla Taluka under Sr. No.KRL-4-4182/2014 and in view thereof the said society became absolutely entitle to the said property alongwith the rights to develop the said property or grant development rights in respect thereof.

- V) It appears that, thereafter under Development Agreement Dt.28/12/2014 executed by and between GHATKOPAR GARDEN VIEW APARTMENTS CO-OPERATIVE HOUSING SOCIETY LTD. therein referred to as 'the Society', and SAI EVEREST BUILDERS & DEVELOPERS a partnership firm registered under the Indian Partnership Act,1932, having its registered office address at 12B, 4th Floor, Silver Strip Datta Mandir Road, Vakola, Santacruz (East) Mumbai - 400 055, therein referred to as "the Developer", the Developer has acquired development rights with respect to the captioned property for the consideration and on the terms and conditions more particularly mentioned in Development Agreement Dt.28/12/2014. The said Development Agreement is duly registered with Sub-Registrar of Assurance, Andheri Taluka, on 30/12/2014 under Sr. No. KRL-1/12513/2014.
- W) Pursuant to the said Development Agreement Dt. 28/12/2014, the said Society has also executed a Power of Attorney in favour of the said Developer SAI EVEREST BUILDERS &



DEVELOPERS with respect to Development of the said Property. The said Irrevocable General Power of Attorney is also duly registered with Sub-Registrar of Assurance, Andheri Taluka on 30/12/2014 under Sr. No. KRL-1/12514/2014.

- X)** It appears that the said Developer has filed proposal for sanction of plans and specification to MCGM under file No. CE/6635/BPES/AN and got deficiency condoned vide approval dated 21/11/2015 subject to payment of deficiency premium and other terms and conditions as mentioned therein. The said deficiency concession report was further endorsed from time to time on compliance of terms and conditions by the Developers.
- Y)** It appears that the said Developers have thereafter obtained IOD from MCGM and got the plans and specification sanctioned from MCGM bearing No. CE/6635/BPES/AN dated 15/03/2016.
- Z)** It appears that in the new Development Plan- 2034 part of the said property admeasuring 140 Sq.mtrs. is proposed to be reserved and existing RG is being changed to Police station. Due to the said change the parties i.e. Ghatkopar Garden View CHS Ltd. and Sai Everest Builders and Developers have executed Supplemental Deed dated 26/04/2016 which is duly registered with Sub-Registrar of Assurance, Kurla Taluka on 26/04/2016 under Sr. No. KRL1/4309/206. The parties have also modified certain terms and conditions as agreed originally vide Development Agreement dated 28/12/2014 which is duly recorded in the Supplemental Agreement dated 26/04/2016.
- AA)** We have investigated the prima facie title of the said Developer SAI EVEREST BUILDERS & DEVELOPERS to the said property by perusal of the relevant available documents. We have published



Public Notices published in two News Papers namely The Times of India and Navshakti on 10/01/2015, inviting objection from any person having any share, right, title and interest in the said Property and to be submitted to us within 14 days from the date of publication of the said Public Notice. However in response to the said public notice we have not received any objection from the general public till date.

- BB)** We have also carried out through search through our clerk Mr. S. D. Jadhav and as per his Report Dt.20/02/2015 no charge or encumbrance is found on the said property.
- CC)** In the circumstances, we hereby certify that, in our opinion, subject to whatever stated above, the prima facie title of SAI EVEREST BUILDERS & DEVELOPERS with respect to development of the said Property as disclosed by the relevant documents is marketable, free from encumbrances and charges and that the said SAI EVEREST BUILDERS & DEVELOPERS is entitled to develop the said property. This Title Certificate has been issued on the strict understanding and agreement that the same is for the limited purpose of prima facie certification of title with respect to development of the said Property and for no other purpose, it being clearly agreed and understood that the certification for any other purpose shall be issued after due investigation of title, as such advocate may deem fit.

Further it being clearly agreed and understood that this Title Certificate is issued on perusal of the photocopies of documents and averments made in Agreements, Papers and Documents referred above and that no original documents are



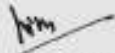
produced before us and we have relied upon the photocopies of documents produced before me.

SCHEDULE OF THE PROPERTY

All that piece and parcel of land admeasuring 4899.4 sq. mtrs (as per P.R. card) bearing CTS No. 1959 to 1969, 1969(A) at Village - Ghatkopar, Kirol, Taluka - Kurla, District - Mumbai Suburban situate, lying and being at Golibar Road, Opp. Sarvoday Hospital, 102, Ghatkopar (West), Mumbai - 400086.

Dated this 3rd Day of May, 2016.

For M/s. Kirti Nagda & Associates


Mr. Kirti K. Nagda
(Proprietor / Advocate)

