



FORMAT -A  
Circular No. 28/2021

ANNEXURE  
FLOW OF THE TITLE TO THE SAID LAND

Sr. No.

- 1) P.R. Cards dated 30<sup>th</sup> March, 2022 / as on date of application for registration reflect name of the Society as holder of the said Plot.
- 2) Mutation Entry No. 2194 (not perused)
- 3) Search Report for 52 years from 1970 to 2021 taken from Sub Registrar's office at Mumbai (Manual Registration Record of Index-II at Old Custom House) Sub-Registrar Office from Year 1970 to 2021 (52 Years) as per Record available for the Physical Search Purpose & at Bandra (Manual Registration Record of Index-II) Sub-Registrar Office from Year 1970 to 1994 (25 Years) as per Record available for the Physical Search Purpose & also at Chembur (Manual Registration Record of Index-II) Sub-Registrar Office from Year 1995 to 2001 (07 Years) as per Record available for the Physical Search Purpose and also taken Online Index-II Searches (E-Search), Department of Registration & Stamps (Government of Maharashtra) as per available Records on said Site of Kurla-1 to 6 Sub-Registrar Offices from Year 2002 to 2021 (20 Years).
- 4) Any other relevant title : Our observations with regard to the root of the title of the said Plot are as under:-
  - a. The Special District Inspector, Land Records (II), Bombay Suburban District (as it was then known) executed five *Sanads* under the provisions of section 133 of the Bombay Land Revenue Code, 1879 in form of Schedule H to the Bombay Land Revenue Rules, 1921 in favour of Madhavi Keshavan Nair, in respect of the said Plot comprising five city survey numbers as below:

CTS No.	Area (square meters)
1454	542.5



1454/1	43.2
1454/2	43.0
1454/3	41.9
1454/4	41.9
<b>TOTAL</b>	<b>712.5</b>

- b. As narrated in the recital of the Indenture dated 15<sup>th</sup> November 1971, It appears that by and under an Agreement dated 5<sup>th</sup> August, 1971 executed by and between Madhavi Keshavan Nair alias Bala ("Madhavi") and Namdeo Ganpat Tamboli ("Namdeo"), Madhavi intended to sell the said Plot to Namdeo for a sum of Rs.98,500/ (Rupees ninety eight thousand five hundred). Madhavi received a sum of Rs.25,000/ (Rupees twenty five thousand) as earnest money.
- c. By and under an Indenture dated 15<sup>th</sup> November, 1971 executed by and between Madhavi Keshavan Nair alias Bala (therein referred to as "the Vendor") of the First Part, P.M. Keshavan (therein referred to as "the First Confirming Party") of the Second Part, Namdeo Ganpat Tamboli (therein referred to as "the Second Confirming Party") Namdeo Ganpat Tamboli and Suman, wife of Namdeo Ganpat Tamboli (therein referred to as "the Purchasers") and registered with the Sub Registrar of Assurances at serial no. BND/1831/1971 ("said 1971 Indenture"), Madhavi sold the said Plot to Suman and Namdeo, for the consideration and the manner set out therein. The confirming parties thereto confirmed the sale. The recitals of this Indenture record that P.M. Keshavan, the husband of Madhavi, agreed to execute the Indenture to testify that the said Plot are the absolute *stridhan* property of Madhavi.
- d. The Society has informed us that prior to 1978, a building of ground plus 3 (three) floors with 16 (sixteen) blocks/ flats, known as "Prasanna" was



constructed on the said Plot ("Existing Building"). The Society has informed us that the flats on the ground floor of the Existing Building admeasure 390. sq. ft (carpet area) and flats on the upper floors admeasure 410 square feet (carpet area). Several tenants / occupants were in occupation of the blocks in the Existing Building.

- e. It appears that by and under an Agreement dated 2<sup>nd</sup> April, 1978 executed by and between Namdeo and Suman (therein referred to as "Vendors") of the one part and Nemalil Arvindaksha Menon ("N.M. Menon") (therein referred to as "the Purchaser") of the Other Part ("said 1978 Agreement"), N.M. Menon and he agreed to purchase all the rights, title and interests of Namdeo and Suman under the said 1971 Indenture together with the Existing Building for the consideration and in the manner set out therein. N.M. Menon paid a sum of Rs.40,000/ (Rupees forty thousand) under the said 1978 Agreement.
- f. From the perusal of articles of Agreement dated 11<sup>th</sup> March 1979, It appears that certain disputes and differences arose between Namdeo and Suman and certain tenants / occupants of the said Building. P.T. Arambhan and other tenants / occupants filed a Suit No.4140 of 1978 in the Bombay City Civil Court for a declaration and injunction, restraining Namdeo and Suman from completing the sale contemplated under the said 1978 Agreement. The parties to the Suit resolved their disputes whereunder it was agreed that the Existing Building shall be sold and vested unto the tenants / occupants of the Existing Building or the proposed co-operative society that may be formed by them.
- g. By and under Articles of Agreement dated 11<sup>th</sup> March, 1979 executed by and between Namdeo and Suman (therein referred to as "the Vendors") of the first part, N.M. Menon (therein referred to as "the Confirming Party") of the Second Part and P.T. Abraham and others, being the tenants / occupants of their respective blocks in the Existing Building (therein jointly



free, uninterrupted and exclusive development rights and the Developer accepted the rights for development of and to redevelop the said Plot and the existing building thereon, for the consideration and on the terms and conditions set out therein.

i. Simultaneously with execution of the Development Agreement, the Society has granted Power of Attorney dated 12<sup>th</sup> November, 2021 in favour of the Developer, attorning various powers in favor of the Developer for the purposes of developing and constructing on the said Plot as set out therein. The Power of Attorney is registered with the Sub Registrar of Assurances under registration number KRL-1/17498/2021.

m. We have perused Development Plan 2034 remarks in respect to land bearing C.T.S. No. 1454. The land is situated in Residential zone and does not appear to be affected by any reservation.

5) Litigations, if any : We have informed that there are no pending litigations in respect of the said Plot.

Dated:- 30<sup>th</sup> March, 2022

For M/s Ganesh & Co.

Partner