



# **SUSMIT PHATALE**

Advocate High Court, Mumbai

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**206, Hamam House, 2<sup>nd</sup> Floor, Hamam Street, Ambalal Doshi Marg, Fort,  
Mumbai - 400 023 Tel. 2261 4525**

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## **CERTIFICATE OF TITLE**

### **TO WHOMSOEVER IT MAY CONCERN**

This is to certify that I have investigated the title to the property described in the Schedule hereunder on the basis of the following documents a copy whereof is provided to me:

1. Indenture Dated 23.08.1950
2. Indenture Dated 23.08.1971
3. Agreement Dated 17.04.1980
4. Indenture Dated 29.04.1981
5. Registration Certificate Dated 11.09.1987
6. Search Report dated 15.09.2008
7. Development Agreement Dated 21.11.2012
8. Title Certificate dated 28.08.2013
9. Intimation of Disapproval (IOD) Dated 23.08.1950
10. Property Card as on Date 12.02.2016

### **SCHEDULE OF THE PROPERTY**

All that piece or parcel of leasehold land being Plot no. 62 of Dadar Matunga Estate (South) admeasuring about 1215.00 sq.yds equivalent to 1015.88 sq.mts bearing C.S. no. 60/10 together with a building known as "Dattashram" standing thereon(now demolished) for a term of 999 years commencing from 22<sup>nd</sup> January 1931 and assessed by the Assessor and Collector of Municipal Rates & taxes under F Ward

nos.7244(1) and 7244(2) Street nos. 2-75A and 2 are now assessed under F. Ward nos.7244(1), 7244(2) street no. 276 and 276A-2 and bounded as follows:

On or towards North East : by a road 30 feet in width

On or towards South East : by Sir Bhalchandra Road

On or towards North West : by plot no 63 of the Estate

Leased to Joseph Francies

Fonseca

On or towards South West : by a road 40 feet in width:

1. The above referred property ( hereinafter referred to as 'the said property) is a Leasehold property. The building known as " Dattashram Co-operative Housing Society Ltd was standing on the said property.
2. By a Deed of Indenture of Lease dated 23<sup>rd</sup> August 1950 registered at the Office of the Sub-Registrar of Assurances at Bombay under no.4918/50 on 19<sup>th</sup> October 1950 and made between the Municipal Corporation of Greater Bombay as the Lessors of the One Part and Bhailal K. Patel therein the Commissioner on the Second Part and Shekhar Moreshwar Kirtikar, being a Minor by his father duly appointed guardian Moreshwar K.Kirtikar on the Third Part therein referred to as the Lessees, the said property was assigned and transferred in the name of Shekhar Moreshwar Kirtikar, being a Minor by his father duly appointed guardian Moreshwar K.Kirtikar.
3. By a Deed of Assignment dated 23<sup>rd</sup> August 1971 registered at the Office of the Sub-Registrar of Assurances at Bombay under no.2641/71 on 30<sup>th</sup> August 1971 and made between the said Shekhar Moreshwar Kirtikar as the Assignor of the One Part and(1) Shanoor Begum Gulam Mohiddin (2) Kulsum Abdul Latif Shaikh

- (3) Smt. Khairunnisa Allabux Shaikh therein referred to as the Assignees, the said property was assigned and transferred in the name of Shanoor Begum Mohiddin and others.
4. By an Agreement for the Sale dated 17<sup>th</sup> April 1980 made between the said (1) Shanoor Begum Gulam Mohiddin (2) Kulsum Abdul Latif Shaikh (3) Smt. Khairunnisa Allabux Shaikh, therein called the Assignors of One Part and (1) Arun Balakrishna Chitale and (2) Madhukar Meghashyam Rupji both carrying on business in partnership in the name and style of M/s Troika Construction Co. at 1/20, Broadway Shopping Centre, Dadar, Mumbai -400014 therein called the Assignees, the Assignors there agreed to sell and assign the said leasehold land to the Assignees on terms and conditions and the consideration therein mentioned.
  5. By a Deed of Assignment dated 29<sup>th</sup> April 1981 executed between the said (1) Shanoor Begum Gulam Mohiddin (2) Kulsum Abdul Latif Shaikh (3) Smt. Khairunnisa Allabux Shaikh, the said Assignors assigned, transferred their right, title and interest in favour of the Assignees i.e, (1) Arun Balakrishna Chitale and (2) Madhukar Meghashyam Rupji both carrying on business in partnership in the name and Style of M/s Troika Construction Co. However the Deed of Assignment dated 29<sup>th</sup> April 1981 is not yet registered in the Office of the Sub- Registrar of Assurances and hence not reflected in the revenue records.
  6. The Assignees i.e (1) Arun Balkrishna Chitale and (2) Madhukar Meghashyam Rupji both carrying on business in partnership in the name and Style of M/s Troika Construction Co. utilized the available F.S.I and constructed flats which were sold to various flat purchasers and the tenement in the building known as "Dattashram" and subsequently on 11/09/1987 under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/W-FN/HSG/TC/461/87 a Co-operative Housing

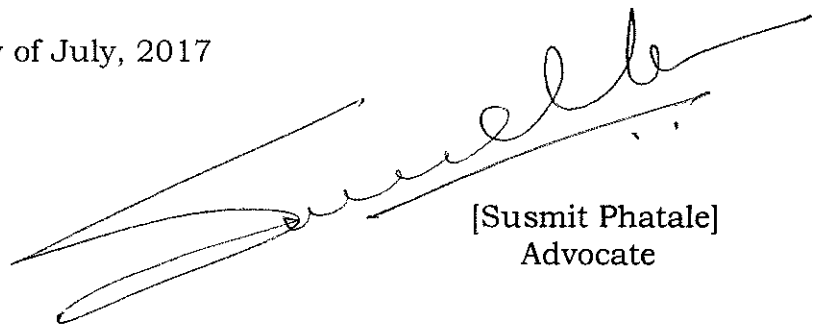
Society of the Occupants was formed known as " Dattashram Co-operative Housing Society Ltd." (hereinafter referred to as said society)

7. As per the investigation of the documents provided to me, search was caused to be taken through search clerk Mr. R.H. Shinde in the Sub-Registrars Offices from the year 1979 to 2008 (30 years).
8. The said society and M/s Troika Constructions Co. (confirming party) by virtue of Development Agreement dated 21<sup>st</sup> November 2012 and granted development rights in favor of M/s Kesar Corporation on the terms and conditions mentioned therein.
9. The Title Certificate dated 28.08.2013 was made by Adv. S. W. Pradhan regarding the said property.
10. The Municipal Corporation of Greater Mumbai issued IOD u/s 346 of MMC Act bearing no.CHE/CTY/1201/F/N/337(NEW) dated 19.12.2015 in favor of Mr. Aditya Gogari partner of M/s Kesar Corporation.
11. As per the Property Card issued by the Superintendent of Mumbai City Survey and Land Record dated 12.02.2016 giving description of the said property and mode of acquisition of the said property.
12. I have perused the documents referred to herein above in para 2 to para 11 above.
13. Neither the said Lessees i.e. Dattashram Co-operative Housing Society Ltd nor their predecessor in title M/s Troika Constructions a partnership firm through their partners have created any right, charges, mortgages and encumbrances on the property more particularly described in the Schedule hereinabove written in favour of any person or persons. On execution of the Deed of Assignment 29<sup>th</sup> April 1981 the right of M/s Troika Constructions have come to end though the said document is nor registered in revenue records and as the document is not duly

registered, M/s. Troika Constructions area confirming party to the Development Agreement dated 21<sup>st</sup> November 2012 thereby confirming grant of Development rights in favour M/s Kesar Corporation.

14. The said society has made and is perusing their application to bring the name of the said society as Lessee on the revenue records.
15. The building known as "Dattashram" then standing (now demolished) on the said property was fully occupied by the tenants and other occupants as seen on the Inspection Extract of M.C.G.M.
16. By an Indenture of Mortgage dated 5<sup>th</sup> May, 2017 the Developers, M/s Kesar Corporation have mortgaged the said property in favor of ICICI Bank Ltd. Bandra - Kurla branch, to secure credit facilities on the terms and conditions contained therein. In pursuance to the said Indenture and in consideration of the said credit facilities the Developers have agreed to repay the said credit facilities with all the interest at the agreed rates and rests mentioned therein
17. On perusing the above referred documents, I certify that subject to the rights of the tenants and occupants, the title of M/s Dattashram Co-op. Hsg. Society Ltd. to the property more particularly described in the Schedule hereinabove written is clear, marketable and free from any encumbrances and M/s. Kesar Corporation has obtained right to develop the said property subject to the rights of the occupants and tenants and Indenture of Mortgage dated 5<sup>th</sup> May, 2017.

Dated this 18<sup>th</sup> day of July, 2017



[Susmit Phatale]  
Advocate