

N. Y. SHAIKH & CO.

Advocates & Solicitor

255, Patilwadi, Sharma Estate, Besides Mallika Hospital, Opp.: Delhi Darbar Hotel, S. V. Road, Jogeshwari (W) Mumbai – 102
CellNo.09892444587, e-mail: nyshaikhco@gmail.com

Ref. No. _____

By Regd.A/D./By U.C.P.
By Courier/Speed Post

Date :07/12/2019

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN



RE: ALL that piece or parcel of land or ground together with structures, lying and bearing C.T.S. Nos.274 and 274/1 to 15 admeasuring 669.6 Square meters, and C.T.S. No.287, 287/1 to 6 admeasuring 119 square Meters, at bearing Survey No. 20, Hissa No.7(pt), at Village : Mogra, Taluka : Andheri, in the registration district of Mumbai and Mumbai suburban District, which is more particularly described in the Schedule hereunder written therein referred to as "the SAID LAND / PROPERTY".

We have been asked by our clients, AIM REALTORS PRIVATE LIMITED, is a Private Limited Company incorporated and registered under the Companies Act, 1956, having its Registered Office at 4 & 5, 2nd floor, Om Sai Prasad Building, Jn. of Hindu friends Society Road & Natwar Nagar Road No.5, Jogeshwari (E), Mumbai-400 060, (hereinafter referred to as "THE CLIENT") to certify the title in respect of the captioned properties, which is more particularly in the schedules hereunder written.



From the documents produced before us and from the searches taken at the office of the Sub-Registrar of Assurance at Sub-Registrar, Andheri, MSD, Bandra through our search clerk, we have investigated the title of AIM REALTORS PRIVATE LIMITED, hence we wish to state as follows:-

1. One Mr. Peter Placid Dyas, during his life time, was absolutely seized and possessed of an otherwise well and sufficiently inter alia entitled to ALL that piece or parcel of land or ground admeasuring 669.6 sq. mts. bearing C.T.S. Nos 274 and 274/1 to 15, at Village Mogra, Taluka: Andheri, in the registration district and sub-district of Mumbai and Mumbai suburban District, situate, lying and being at Natwar Nagar, Road No.1, P. P. Dyas Compound, Jogeshwari (E), Mumbai - 400 060, (hereinafter collectively referred to as 'Said Plot of Land/Property').
2. By an Articles of Agreement dated 28th January, 1955 registered at the Sub-Registrar, Bandra under Serial No.108 on 28th January, 1955, between the said Peter Placid Dyas, of the One Part and Shevantibai wd/o. Ramchandra Gujar (hereinafter referred to as 'the said Shevantibai') of the Other Part, the said Peter Placid Dyas, agreed to give on lease to the said Shevantibai a portion admeasuring 70 ft. X 40 ft. of the land bearing C.T.S. Nos 274 and 274/1 to 15 and allowed her to construct thereon temporary structures for her residence, for a period of 20 years, commencing from 1st February, 1955 for the premium/rent and on the terms and conditions contained therein. The said lease expired on 31st January, 1975 and was not renewed thereafter.



3. During subsistence of the said lease, the said Shevantibai wd/o Ramchandra Gujar, have constructed structures on the portion of the said plot of land more particularly bearing C.T.S. No.274 and accordingly in the property registered card bearing C.T.S. No.274, the name of Shevantibai wd/o Ramchandra Gujar, was duly mutated in the column 'lessee' and in respect of the C.T.S. No.274/1 to 15 the name was mutated in the column of 'lessee' and 'Inla Malak' though the said lease already being expired due to efflux of time and the same is not renewed, further, it is noted that as per the revenue record by Gift Deed dated: 29/09/1978, the said Shevantibai wd/o Ramchandra Gujar, has gifted the said leasehold right in respect of the said plot of land together with the Inla Malak right, alongwith structures standing thereon at C.T.S. No.274/1 to 15. Accordingly the name of the lessee is duly mutated in the property registered card of the said plot of land in the column lessee in respect of C.T.S. No.274 and lessee and Inla Malak in C.T.S. No.274/1 to 15.

4. There are several structures standing on the portion of the said plot of land as also on the remaining portion of the said plot of land and the same are occupied by tenants/occupants. The said plot of land along with the structures standing thereon is hereinafter referred to as 'THE SAID FIRST PROPERTY' more particularly described in the 'FIRST SCHEDULE', hereunder written.

5. The said Peter Placid Dyas, died intestate in Mumbai on 1st March, 1965 leaving behind his widow (i) Mrs. Violet Peter Dyas, his 6 children viz. (i) Mr. Melvyn Peter Dyas (also known as 'Melvyn Joseph Dyas'), (ii) Mr.



Elmo Peter Dyas, (iv) Mr. Morgan Peter Dyas, (v) Miss Shirley Peter Dyas, (vi) Ms. Vette Peter Dyas, and (vii) Mrs. Irela Francis D'Mello, his only legal heirs and legal representatives entitled to his estate including the said first property/schedule as per the law applicable to him at the time of his demise.

6. Accordingly, upon demise of the said Peter Placid Dyas, the name of his legal heirs namely (i) Mrs. Violet Peter Dyas, his 6 children viz: (ii) Mr. Melvyn Peter Dyas (also known as 'Melvyn Joseph Dyas'), (iii) Mr. Elmo Peter Dyas, (iv) Mr. Morgan Peter Dyas, (v) Miss Shirley Peter Dyas, (vi) Ms. Vette Peter Dyas, and (vii) Mrs. Irela Francis D'Mello, mutated in revenue records including Property registered card in respect of the said first property.
7. Vide Release Deed, dated 2nd July, 1965 registered with the office of Sub-Registrar of Assurances bearing registration No.BND/1536/1965 the said (i) Mrs. Irela Francis D'Mello, (ii) Miss Shirley Peter Dyas and (iii) Ms. Vette Peter Dyas, were released and relinquished all their right, title and interest whatsoever nature in the said first property/schedule in favour of their mother (i) Mrs. Violet Peter Dyas and their brothers (ii) Mr. Melvyn Peter Dyas (also known as 'Melvyn Joseph Dyas'), (iii) Mr. Elmo Peter Dyas, (iv) Mr. Morgan Peter Dyas, as per the terms and conditions more particularly mentioned therein, in the said Release Deed.
8. The said Mrs. Violet Peter Dyas, also died intestate on 23rd February, 1968, and leaving behind (i) Mrs. Irela D'Mello, (ii) Miss Shirley Dyas, (iii)



Mrs. Vette Peter Dias, (iv) Mr. Melvyn Joseph Dias, (v) Mr. Elmo Dias and (vi) Mr. Morgan Peter Dias, as her only legal heirs and legal representatives entitled to her estate including the said first property as per the law applicable to her at the time of her demise.

9. By Release Deed dated 25th January, 1971, duly registered with the Sub-Registrar of Assurances under Serial No.BND/154 of 1971 on 25th January, 1971, the said (i) Mrs. Inela Francis D'Mello, (ii) Miss Shirley Peter Dias and (iii) Ms. Vette Peter Dias, released and relinquished all their right, title and interest of whatsoever nature in the said first property in favour of their brothers (i) Mr. Melvyn Peter Dias (also known as 'Melvyn Joseph Dias'), (ii) Mr. Elmo Peter Dias, (iv) Mr. Morgan Peter Dias, on the terms and conditions more particularly mentioned therein, in the said Release Deed.

10. The said Mr. Melvyn Peter Dias, (also known as 'Melvyn Joseph Dias') also died intestate on 30th September, 1999, leaving behind him Mrs. Verona Dias and Mrs. Sharmila Maria Henriques, being his wife and daughter respectively, as his only heirs and legal representatives entitled to his estate including the said first property as per the law applicable to him at the time of his demise.

11. The said Mr. Elmo Peter Dias, also died in Mumbai, as a bachelor, on 8th October, 2011, leaving behind him Last Will and Testament dated : 27th March, 1999, whereby he bequeathed all his right, title and interest in his estate including the said first property to Mrs. Yvette Rose D'Abreu, as the sole beneficiary.



12. In pursuance of the aforesaid Mr. Morgan Peter Dias, Mrs. Verona B. Dias, Mrs. Sharmila Maria Henriques and Mrs. Yvette Rose D'Abreo, all were becomes absolute owners of the said first property, more particularly mentioned herein under.

13. Vide Deed of Conveyance dated 03rd November, 2014, duly registered with the office of the sub-registrar of assurance at Andheri-2, bearing registration No.BDR-4/7481/2014 executed by and between Mr. Morgan Peter Dias, Mrs. Verona B. Dias, Mrs. Sharmila Maria Henriques and Mrs. Yvette Rose D'Abreo (herein referred to as 'Vendors') and AIM REALTORS PRIVATE LIMITED, is a Private Limited Company incorporated and registered under the Companies Act, 1956 (herein referred to as 'Purchasers'), the said Mr. Morgan Peter Dias, Mrs. Verona B. Dias, Mrs. Sharmila Maria Henriques and Mrs. Yvette Rose D'Abreo, have sold, assigned, transferred and conveyed the said first property in favour of AIM REALTORS PRIVATE LIMITED for the consideration and upon the terms and conditions mentioned therein, as per the said Deed of Conveyance, and the AIM REALTORS PRIVATE LIMITED, was paid entire consideration to Mr. Morgan Peter Dias, Mrs. Verona B. Dias, Mrs. Sharmila Maria Henriques and Mrs. Yvette Rose D'Abreo, and simultaneously, they had also handed over quiet, vacant and peaceful possession of the said first property in favour of AIM REALTORS PRIVATE LIMITED as an absolute owner thereof.

14. Vide Deed of Surrender of Leasehold Right and Imia Malik Right, dated 16th September, 2015, duly registered at the office of sub-registrar of assurance at Andheri-1, bearing Registration No.BDR-1/1554/2015,



executed between Mr. Chandrakant Mahadev Mane (herein referred to as 'lessee/Imla Malak') and AIM REALTORS PRIVATE LIMITED, is a Private Limited Company incorporated and registered under the Companies Act, 1956 (herein referred to as 'Owners/Lessor'), the said Mr. Chandrakant Mahadev Mane, has surrendered, sold, assigned, transferred and waived all his right, title, interest and claim of whatsoever nature in the said first property together being a leasehold property under Agreement to Lease dated 28th January, 1955 and Imla Malak right in respect of the said property together with structures standing thereon unto and in favour of AIM REALTORS PRIVATE LIMITED for the consideration and upon the terms and conditions as mentioned therein.

15. In pursuance of the aforesaid, the name of AIM REALTORS PRIVATE LIMITED, is also mutated in the Revenue Records including Property Registered Card in respect of the said first property/schedule as an owner thereof.

16. As per property registered card originally (i) Mrs. Violet Peter Dyas, (ii) Mr. Melvyn Peter Dyas, (iii) Mr. Elmo Peter Dyas, (iv) Mr. Morgan Peter Dyas, (v) Mrs. Irela Francis D'Mello, (vi) Miss Shirley Peet Dyas, (vii) Ms. Yvette Peter Dyas nee Mrs. Yvette Rose D'Abreo, were the owners who seized, possessed of or otherwise well sufficiently entitled to ALL that piece and parcel of land admeasuring 119 Square Meters, bearing Survey No. 20, Hissa No. 7(pt), corresponding to C.T.S. No. 287, and C.T.S. Nos. 287/1 to 6, at Village : Mogra, Taluka : Andheri, in the registration district and sub-district of Mumbai and Mumbai suburban District,



together with structures standing thereon known as 'Atmaram Niwas' consisting of 6 rooms, situate, lying and being at Andheri (East), Mumbai- 400 060, hereinafter referred to as 'THE SAID SECOND PROPERTY' more particularly described in the 'SECOND SCHEDULE', hereunder written.

17. Vide Deed of Conveyance dated 01st January, 1975, the said (i) Mrs. Violet Peter Dias, (ii) Mr. Melvyn Peter Dias, (iii) Mr. Elmo Peter Dias, (iv) Mr. Morgan Peter Dias, (v) Mrs. Inela Francis D'Mello, (vi) Miss Shirley Peet Dias, (vii) Ms. Yvette P. Dias nee Mrs. Yvette Rose D'Abreo, were sold, assigned, transferred and conveyed the said second property in favour of one Shrimant Atmaram Chavan for the consideration and upon the terms and conditions as mentioned therein.
18. Vide Deed of Conveyance dated 01st November, 1990, duly registered with the office of sub-registrar of assurance at Andheri-2 under Sr. No.P/1493/1991 executed by and between Mr. Shrimant Atmaram Chavan (therein referred to as 'Vendor') and Mrs. Chandrawati Chandrakant Pilankar (therein referred to as 'Purchaser'), the said Shrimant Atmaram Chavan had sold, assigned, transferred and conveyed the said second property in favour of Chandrawati Chandrakant Pilankar for the consideration and upon the terms and conditions as mentioned therein.
19. Vide Deed of Conveyance dated 14th December, 2009, duly registered with the office of sub-registrar of assurance at Andheri-2, bearing registration No.BDR-4/115/8/2009, executed between Mrs. Chandrawati Chandrakant Pilankar (therein referred to as 'Vendors') and M/s. A.M.



Enterprises, a partnership firm duly incorporated under the provisions of Partnership Act, 1932 (herein referred to as 'Purchasers'), the said Mrs. Chandravati Chandrakant Pilankar, have sold, assigned, transferred and conveyed the said second property in favour of M/s. A.M. Enterprises, for the consideration and upon the terms and conditions mentioned therein. In the said Conveyance, M/s. A.M. Enterprises over and above the monetary consideration mentioned therein have also agreed to allot/provide One Flat consisting of 350 Square feet, built up area, in the new building/s to be constructed on the said second property to Mrs. Chandravati Chandrakant Pilankar.

20. Accordingly, the name of M/s. A.M. Enterprises, is also mutated in the Revenue Records including Property Registered Land in respect of the said second property/schedule as an owner thereof.

21. Vide Deed of Conveyance dated 28th November, 2019, duly registered with the office of the sub-registrar of assurance at Andheri-6, bearing registration No.BDR-17/13327/2019, executed between M/s. A.M. Enterprises, a partnership firm duly incorporated under the provisions of Partnership Act, 1932 (herein referred to as 'Vendors') and AIM REALTORS PRIVATE LIMITED, is a Private Limited Company incorporated and registered under the Companies Act, 1956 (herein referred to as 'Purchasers'), the M/s. A.M. Enterprises have sold, assigned, transferred and conveyed the said second property in favour of AIM REALTORS PRIVATE LIMITED, for the consideration and upon the terms and conditions mentioned therein, and as per the said Deed of conveyance, AIM REALTORS PRIVATE LIMITED, had paid entire



consideration to M/s.A.M. Enterprises, and simultaneously, the said M/s.A.M. Enterprises, had also handed over quiet, vacant and peaceful possession of the said second property in favour of AIM REALTORS PRIVATE LIMITED, thereof.

22. The said second property is declared as 'Slum Area' by the Dy. Collector (ENC) and Competent Authority, Andheri, Sub-division being the competent authority under the provisions, vide Declaration bearing No.DCA/A/ENG/610/P, dated: 30.1.1977, duly published in the Maharashtra Government Gazette, part-I dated: 15.9.1977.

23. The said first Property more particularly described in the first Schedule hereunder written having proper access and falls in the road setback. Further the portion of the said first property and the said second property is duly affected by 9.15 meter D.P. Road as per Development Plan Remarks 2034.

24. For the sake of brevity the said first property and the said second property hereinafter collectively referred to as 'said land/ said properties'.

25. As per the terms of the said Deed of Conveyance dated 28th November, 2019, AIM REALTORS PRIVATE LIMITED, have agreed to be allot/provide two Flats i.e. One Flat of 490 sq. ft. (RERA carpet) area to M/s.A.M. Enterprises and One Flat of 269 sq.ft. (RERA carpet) area on ownership basis to Mrs. Chandravati Chandrakant Pilankar, as per the obligation mentioned under Deed of Conveyance dated 14.12.2009, duly



executed between Mrs. Chandravati Chandrakant Pilankar and M/s. A.M. Enterprises, in the new building/s to be constructed on the said properties mentioned in the schedule hereunder written.

26. Accordingly, the Owner herein have put up a necessary proposal so as to obtained the sanctioned plan in respect of the said first & second property by amalgamating the same respectively and accordingly, the plan in respect of development of the said first & second property was duly sanctioned and approved by the Slum Rehabilitation Authorities under L.O.I. bearing No.SRA/ENG/2855/KE/PL/LOI, dated :09th October, 2017, L.O.A. bearing No.KE/PVT/0223/20160218/AP/R, dated :05th December, 2017 and Commencement Certificate bearing No.KE/PVT/0223/20160218/AP/R, dated :05th December, 2017 for construction of the composite building consisting of Ground plus 10 upper floors on the said properties subject to terms and conditions recorded therein by the MCGM authorities.

27. The Owners thereafter have put up a plan for amendment for composite building to be constructed on said land, and accordingly, the Executive Engineer-III, SRA vide his Letter of Approval bearing No.KE/PVT/0223/20160218/AP/R, dated: 14.11.2019, has approved and sanctioned the amended plan for the composite building.

28. Pursuant to the said approved amended plan, the Chief Executive Officer, SRA have issued a Revised Letter of Intent (L.O.I.) bearing No.SRA/ENG/2855/KE/PL/LOI, dated :31.10.2019, in favour of the Owners herein in respect of the said land/properties and also the



Commencement Certificate bearing No.SRA/ENG/2855/KE/PL/LOI dated 31.10.2019, is re-endorsed and extended on 22.10.2019 of sale of composite building.

29. Thus, in view of the aforesaid fact and circumstances, and as we have perused the documents as mentioned above in respect of the said properties more particularly mentioned in the first & second schedule hereunder written, in our opinion the title of AIM REALTORS PRIVATE LIMITED, i.e. the owner herein is clear, free and marketable subject to the area to be allotted to the said Mrs. Chandravali Chandrakant Pitankar and M/s. A.M. Enterprises, respectively and also right and/or claim of tenants/occupants of the premises/structures standing on the said properties, pursuant to the norms and rules of SRA.
30. The said land comes within the Suburban City limits and falls in Residential Zone as per the Development Plan 2034.
31. In our opinion the ownership, rights and title of the owner in respect of Schedule No.-I- & -II- of the Said Land/Property, is clear and marketable and free from all kinds of encumbrances. In view of above, and in our opinion, the owner (Our Client) herein alone have absolute and exclusive right and absolute authority to have the Said Land/Property. In view of above and subject to what is mentioned hereinabove, in our opinion the owner have sufficiently entitled to owned the property the said land more particularly described in the Schedule No.I & Schedule No.II, here under written.

FIRST SCHEDULE OF THE PROPERTY

ALL that piece or parcel of land or ground admeasuring 669.6 Square Meters, bearing C.T.S. Nos.274 and C.T.S. Nos.274/1 to 15, at Village: Mogra, Taluka Andheri, in the registration district and sub-district of Mumbai and Mumbai suburban district, together with the structures standing thereon, situate, lying and being at Natwar Nagar, Road No.1, P. P. Dyas Compound, Jogeshwari (E), Mumbai - 400 060, and which is bounded as follows :-

On or towards North : By Wide Op Road 9.15 mtr.

On or towards South : By CTS No.273

On or towards West : By CTS No.275

On or towards East : By CTS No.283

SECOND SCHEDULE OF THE PROPERTY

ALL that piece and parcel of land admeasuring 119 Square Meters, bearing Survey No.20, Hissa No, 7(pf), corresponding to CTS No. 287, & C.T.S. Nos.287/1 to 6 at Village: Mogra, Taluka Andheri, in the registration district and sub-district of Mumbai and Mumbai suburban District, together with structures/building known as 'Almarani Niwas' consisting of 6 rooms, standing thereon, situate, lying and being at Andheri (East), Mumbai- 400 060 and which is bounded as follows-

On or towards North : By CTS No.288

On or towards South : By CTS No.274

On or towards West : By CTS No.286

On or towards East : By CTS No.271

DATED THIS 7th DAY OF DECEMBER, 2019.

For N. Y. Shaikh & Co.
For M/s. N.Y. Shaikh & Co.

(N. Y. Shaikh) Partner
Partner,

