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TITLE CERTIFICATE

ALL THAT piece or parcel of land or ground bearing Plot No. 380 of Suburban Scheme No.III, Chembur, situate at Village Chembur, Taluka Kurla, within the Registration Sub-District of Chembur, District Mumbai Suburban, within Greater Mumbai, admeasuring 814 square yards, equivalent to 683.50 square meters or thereabouts together with the building/structure called "Chandrika" standing thereon

THIS IS TO CERTIFY THAT I have investigated the title of Abhyudaya Co-Operative Housing Society Limited, (hereinafter called **"the Society"**), a Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act XXIV of 1961) under Registration No. B-3140 of 1961 and having its registered office at "Chandrika", Plot No. 380, 9th Road, Chembur, Mumbai 400 071 in respect of the property above referred to and I have to state as follows:-

1. I have caused searches to be taken in the matter at Mumbai, Bandra, Chembur and Nahur Sub-Registrar Offices from 1945 to 2018 and I find that, save and except the Deed of Mortgage dated 30th May, 1962 registered with the Sub-Registrar of Assurances at Mumbai under Serial No. 1539 of 1962, the searches do not reveal any other encumbrance on the property above referred to.

2. By an Agreement dated 21st July, 1945 in the statutory form HH and by a permit in form KK of even date signed by the District Deputy Collector, Bombay Suburban District, the said District Deputy Collector permitted the partnership firm of Messrs. S. Ramdas and S. Umesh to occupy all that piece or parcel of land bearing Plot No. 135 of Suburban Scheme No. III, Chembur, situate at Village Chembur, Taluka Kurla, within the Registration Sub-District of Chembur, District Mumbai Suburban, within Greater Mumbai, admeasuring 814 square yards or thereabouts, more particularly described in the Schedule thereunder written and hereinafter referred to as **"the said plot"**;

3. Disputes and differences arose between the said Mr. S. Ramdas and Mr. S. Umesh which were, after arbitration duly settled. As per the Award dated 23rd May, 1957 in the said arbitration which was decreed by the Hon'ble High Court, Bombay on 4th February, 1958, the said plot was sold and transferred by Mr. S.Umesh alias Mr. Umesh Bhavanrao Shirali to Mr. S. Ramdas alias Mr. Ramdas Bhavanrao Shiralikar by and under an Indenture dated 23rd April, 1960, registered with the Sub-Registrar of Assurances at Bombay under Serial No. 4114 for the consideration and upon the terms and conditions mentioned therein;

4. By an Agreement dated 11th March, 1961 executed between the said Mr. S. Ramdas alias Mr. Ramdas Bhavanrao Shiralikar, therein referred to as the Vendor, and Messrs. K.R. Nedungadi, S.V.S. Rao, K.C. Rao and R.B. Subramaniam, therein referred to as the Purchasers, the Vendor therein agreed to sell to the Purchasers therein the said plot for the consideration and upon the terms and conditions mentioned therein. Pursuant to the said Agreement dated 11th March, 1961, the Purchasers therein made a payment of Rs. 3,500/- as earnest money to the Vendor therein;

5. By an Agreement dated 11th March, 1961 executed between the said Mr. S. Ramdas alias Mr. Ramdas Bhavanrao Shiralikar, therein referred to as the Vendor, and Messrs. K.R. Nedungadi, S.V.S. Rao, K.C. Rao and R.B. Subramaniam, therein referred to as the Confirming Parties and the Society, therein referred to as the

Purchasers, the Vendor therein, with the consent and confirmation of the Confirming Parties therein, agreed to sell to the Purchasers therein the said plot for the consideration and upon the terms and conditions mentioned therein;

6. Pursuant to the said Agreement dated 11th March, 1961, by an Indenture of Conveyance dated 14th July, 1961, registered with the Sub-Registrar of Assurances at Bombay under Serial No. 4701, the said Mr. S. Ramdas alias Mr. Ramdas Bhavanrao Shiralikar, therein referred to as the Vendor, with the consent and confirmation of the said Messrs. K.R. Nedungadi, S.V.S. Rao, K.C. Rao and R.B. Subramaniam, therein referred to as the Confirming Parties, sold and transferred the said plot to the Society herein, therein referred to as the Purchaser for the consideration and upon the terms and conditions mentioned therein;

7. For financing the construction of a building on the said plot, by a Deed of Mortgage dated 30th May, 1962, registered with the Sub-registrar of Assurances at Mumbai under Serial No. 1539 of 1962 made between the Society, therein referred to as the Mortgagor of the One Part and Maharashtra Cooperative Housing Finance Society Ltd., therein referred to as the Mortgagee of the Other Part, the Mortgagor therein mortgaged the said plot to the Mortgagee therein to secure the mortgage debt mentioned therein and redeem the mortgage as per the terms and conditions mentioned therein. The Society has repaid the entire mortgage amount including the interest thereon. By letter bearing ref No. Legal/DPN 861/F/2727 dated 18th February, 1986 addressed to M/s. Mahimtura & Co., Advocates & Solicitors, the said Mortgagee conveyed its approval to the draft of the Deed of Reconveyance. However, the Mortgagee has till date not executed the Deed of Reconveyance in respect of the said plot in favour of the Society;

8. In or about 1962, the Society constructed a building known as "Chandrika" consisting of ground and two upper floors on the said plot having 12 flats and sold the said flats on what is known as "ownership basis" to 12 flat-purchasers, hereinafter referred to as **"the existing building"** and allotted shares in the Society to the said 12 flat-owners;

9. By a Declaration-cum-Indemnity dated 17th October, 2018 made by the Society, the Society has declared and confirmed that the entire amounts due and/or payable to the said Maharashtra Cooperative Housing Finance Society Ltd. had been repaid by the Society and that there is no subsisting mortgage, charge and/or encumbrances in respect of the said plot, save and except that the execution of the Deed of Reconveyance in favour of the Society herein has remained.

10. In the circumstances aforesaid and subject to the aforesaid, the Society has become seized and possessed of or otherwise well and sufficiently entitled to the said plot together with the existing building more particularly described in the **Schedule** hereunder written, hereinafter referred to as **"the said property"** and the said property stands in the name of the Society in the City Survey Records and the Property Register Card pertaining to the said property;

11. By a Development Agreement dated 15th September, 2018, registered with the Sub-Registrar of Assurances, Kurla under serial No. KRL/5/12657/2018, hereinafter referred to as the "**Development Agreement**", the Society and its existing members granted unto and in favour of Messrs. Shree Krishna Properties, a partnership firm having its office at "Sethna Manor", 6th Floor, 6th Road, Chembur, Mumbai - 400 071 (**"the Developers"**) the development rights to redevelop the said property for the consideration and on the terms and conditions more particularly set out therein by demolishing the existing building and constructing a new building consisting of stilt plus as many upper floors as permissible in its place on the said plot as per prevailing Development Control Regulations, 1991 and Development Plan 2034 (**"D.C. Regulations"**) issued by Municipal Corporation of Greater Mumbai (**"M.C.G.M."**), hereinafter referred to as **"the said New Building"**, for the consideration and on the terms and conditions therein contained AND the Developers have, inter alia, agreed to provide the existing members of the Society in the said New Building 12 flats as and by way permanent alternate accommodation on ownership basis and the remaining flats and premises in the said New Building

shall belong to the Developers to be dealt with by them in such manner as they deem fit.

12. By a Power of Attorney dated 15th September, 2018, registered with the Sub-Registrar of Assurances, Kurla under serial No. KRL/5/12660/2018, the Society has empowered the Developers with the authorities and powers to do all such acts, deeds, matters and things as are required to carry out the redevelopment of the said property in terms of the Development Agreement.

In the circumstances aforesaid and based on the said Declaration-cum-Indemnity dated 17th October, 2018 of the Society that the entire dues of the Mortgagee, Maharashtra Cooperative Housing Finance Society Ltd. had been repaid by the Society and that only the execution of the Deed of Reconveyance has remained, I hereby certify that in my opinion the title of the Society to the property above referred, is marketable and free from all encumbrances and on the basis of the said registered Development Agreement, the said Messrs. Shree Krishna Properties are entitled to sell, lease or otherwise transfer the flats, stilt and open car parking spaces in the said New Building to be constructed by them on the said property, save and except the Members' Premises mentioned therein reserved for the existing members of the Society, in accordance with the sanctioned plans and amendments thereto and to enter into agreements for transfer and appropriate the consideration in respect thereof.

THE SCHEDULE ABOVE REFERRED TO:

(Description of the said property)

ALL THAT piece or parcel of land or ground bearing Plot No. 380 of Suburban Scheme No.III, Chembur and bearing CTS No. 1338 and 1338/1 to 4, situate at Village Chembur, Taluka Kurla, within the Registration Sub-District of Chembur, District Mumbai Suburban, within Greater Mumbai, admeasuring 814 square yards, equivalent to 683.50 square meters or thereabouts together with the building known as "Chandrika" standing thereon and bounded as follows:

On or towards the East : By Plot No. 379

On or towards the West	:	By Plot No. 381
On or towards the North	:	By 9th Road
On or towards the South	:	By Plot No. 392

Dated this 17th day of October, 2018.

Yours truly,

(K. Srinivasa Varadhan)
Advocates, High Court, Bombay