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Behind Rythm House
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TO WHOMSOEVER IT MAY CONCERN

I have investigated the title of (1) **SMT. JYOTI VIJAY MUNDLE**, (2) **MR. KUNAL VIJAY MUNDLE**, (3) **MRS. GAURI SUDHIR DOLE [NEE MS. GAURI VIJAY MUNDLE]**, (4) **MR. PRADEEP SHANKAR MUNDLE** AND and (5) **MR. SHASHANK SHANKAR MUNDLE** (hereinafter collectively referred to as "Owners") to the property described in the Schedule below and I have to report as under: -

1. Below is a list of the title deeds which I have perused and on which this certificate is based:

- a. **Photocopy** of Agreement in Form HH dated 15th January 1945, made between the District Deputy Collector, Bombay Suburban District of the One Part and Professor Ganesh Bhaskar Jathar ["said Jathar"];
- b. **Photocopy** of the Form KK dated 22nd January 1945 signed by the District Deputy Collector, Bombay Suburban District in favour of said Jathar;
- c. **Certified copy** of the Deed of Conveyance dated 5th September 1957 made between the said Jathar as the Vendor of the One Part and Mrs. Sudhabai Shankar Mundle [alias Mrs. Sudhabai Shankar Mundale] ["said Sudhabai"] as the Purchaser of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6264 of 1957;
- d. **Certified copy** of Declaration dated 10th September 1957 executed by the said Jathar, which is registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6265 of 1957;
- e. **Certified copy** of Declaration dated 10th September 1957 executed by Mr. Kshitish Ganesh Jathar [being the son of the said Jathar], which is registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6266 of 1957;

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- f. **Original** Deed of Gift dated 18th June 2004 made between the said Sudhabai as the Donor of the One Part and Mr. Vijay Shankar Mundle ["said Vijay"] as the Donee of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. BDR/3-5233 of 2004;
- g. **Certified copy** of the Deed of Mortgage dated 28th February 2005 made between the said Vijay as the Mortgagor of the One Part and M/s Citifinancials as the Mortgagee of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under Serial No. BDR/13-1509 of 2005;
- h. Copy of letter dated 7th July 2011 issued by Citifinancial Consumer Finance India Limited ["CCFIL"] to Arrowhead Separation Engineering Limited ["Arrowhead"];
- i. Copy of the Order dated 17th June 2011 passed by His Lordship Mr. Justice Kathawalla of the Bombay High Court in Company Scheme Petition No. 236/2011 Connected with Company Summons for Direction No. 2 of 2011 with Company Scheme Petition No. 237 of 2011 Connected with Company Summons for Direction No. 3 of 2011;
- j. Copy of the Fresh Certificate of Incorporation dated 8th November 2012 of Capital First Limited ["CFL"];
- k. Copy of the letter dated 16th December 2013 issued by CFL;
- l. Copy of Order dated 6th December 2018 passed by the National Company Law Tribunal, Mumbai Bench in Company Petition No. 3925 of 2018 Connected with CA [CAA] No. 726 of 2018;
- m. Copy of the letter dated 9th August 2021 issued by IDFC First Bank Limited to Arrowhead;
- n. Copy of the undated no dues certificate issued by the IDFC First Bank Limited to Arrowhead;
- o. Copy of the Letter dated 19th June 2021 issued by IDFC First Bank Limited to Arrowhead;
- p. Copy of the no dues certificate issued by IDFC First Bank Limited dated 11th April 2023;
- q. **Photocopy** of the Probate dated 29th July 2010 granted by the Bombay High Court in respect of the Last Will and Testament dated 7th September 2006 of the said Sudhabai in Testamentary Petition No. 1066 of 2007, which Last Will and Testament was duly registered at the office of the Sub-

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Registrar of Assurances at Kurla-3 under Serial No. BDR/13-8231 of 2006;

- r. **Original** Declaration dated 6th September 2016 signed by Mr. Ajit Shankar Mundle;
- s. **Original** Deed of Transfer dated 23rd December 2016 executed by Mr. Chandrashekhar Shrikrishna Sathe ["said Sathe"] in favour of Mr. Pradeep Shankar Mundle ["said Pradeep"], which Deed of Transfer is duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under Serial No. KARAL/3-10078 of 2016;
- t. **Original** Deed of Transfer dated 23rd December 2016 executed by the said Sathe in favour of Mr. Shashank Shankar Mundle ["said Shashank"], which Deed of Transfer is duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under Serial No. KARAL/3-10079 of 2016;
- u. **Original** Gift Deed dated 3rd October 2022 made between the said Pradeep as the Donor of the One Part and Mr. Gautam Pradeep Mundle ["said Gautam"] as the Donee of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. KARAL/1-18036 of 2022;
- v. **Original** Gift Deed dated 3rd October 2022 made between the said Shashank as the Donor of the One Part and Mr. Siddharth Shashank Mundle ["said Siddharth"] as the Donee of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. KARAL/1-18035 of 2022;
- w. **Original** Deed of Transfer dated 10th March 2023 executed by the said Sathe in favour of Smt. Jyoti Vijay Mundle ["said Jyoti"], Mrs. Gauri Sudhir Dole [Nee Ms. Gauri Vijay Mundle] ["said Gauri"] and Mr. Kunal Vijay Mundle ["said Kunal"], which Deed of Transfer is duly registered at the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. KRL/1-4890 of 2023;

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- x. A copy of the City Survey Property Register Card in respect of land bearing CTS No. 1031 of village Chembur;
- y. Copy of the Report dated 8th March 2013 issued by Anil Nagrath and Associates, Architect;
- z. **Original** Development Agreement dated 12th April 2023 executed by the Owners, the said Gautam and the said Siddharth in favour of Shree Krishna Homes Private Limited, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-5 under Serial No. KRL/5-7690 of 2023; and
- aa. **Original** Power of Attorney dated 12th April 2023 executed by the Owners in favour of the directors of Shree Krishna Homes Private Limited, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla 5 under Serial No. KRL/5-7692 of 2023.

2. Flow of Title:

- a. Under an Agreement in Form HH dated 15th January 1945, made between the District Deputy Collector, Bombay Suburban District of the One Part and the said Jathar, the District Deputy Collector, Bombay Suburban District granted to the said Jathar on the terms and conditions therein contained and at or for the consideration therein mentioned the pieces or parcels of land bearing Plot Nos. 215 and 216 of Suburban Scheme No. III of Chembur admeasuring 1,764 square yards in the aggregate (hereinafter referred to as "the said Larger Piece of Land").
- b. Possession of the said Larger Piece of Land was taken over by the said Jathar on 22nd January 1945 as is recorded in Form KK dated the same day signed by the District Deputy Collector, Bombay Suburban District.
- c. It appears that prior to 1957, the said Jathar sub-divided the said Plot Nos. 215-216 into a sub-divided Plot being 215-216A and another Plot being 215-216B.
- d. From the City Survey Property Register Card it appears that when the City Survey was carried out in the Mumbai Suburban District, a separate City Survey Property Register Card was issued in respect of each of the sub-divided plots and Plot No. 215-216A came to be assigned CTS No. 1031 of village Chembur.

At Chembur

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- e. The land bearing Plot No. 215-216A and bearing CTS No. 1031 of village Chembur, which is more particularly described in the Schedule hereunder is hereinafter referred to as "the said Land".
- f. Vide Deed of Conveyance dated 5th September 1957 made between the said Jathar as the Vendor of the One Part and the said Sudhabai as the Purchaser of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6264 of 1957, the said Jathar sold transferred conveyed and assigned to the said Sudhabai the said Land for the consideration and on the terms and conditions more particularly set out therein.
- g. Vide Declaration dated 10th September 1957 executed by the said Jathar, which is registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6265 of 1957, the said Jathar recorded certain declarations and representations relating to the said Land in order to confirm the title of the said Sudhabai.
- h. Vide Declaration dated 10th September 1957 executed by Mr. Kshitish Ganesh Jathar [being the son of the said Jathar], which is registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6266 of 1957, Mr. Kshitish Ganesh Jathar recorded certain declarations and representations relating to the said Land in order to confirm the title of the said Sudhabai.
- i. In due course of time the said Sudhabai constructed on the said Land a building having ground plus two upper floors known as 'Suyog' and one closed garage which she occupied along with her family. The said building and the closed garage are more particularly described in the Schedule hereunder and hereinafter collectively are referred to as "the said Structures".
- j. The said Land and the said Structures are hereinafter collectively referred to as "the said Property" and which are more particularly described in the Schedule hereunder.
- k. Vide Deed of Gift dated 18th June 2004 made between the said Sudhabai as the Donor of the One Part and the said Vijay as the Donee of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. BDR/3-5233 of 2004, the said Sudhabai gifted to the said Vijay the entire first floor

of the said building 'Suyog' ["the First Floor Premises"] out of natural love and affection, the said Vijay being her son.

- l. Vide Deed of Mortgage dated 28th February 2005 made between the said Vijay as the Mortgagor of the One Part and M/s Citifinancials as the Mortgagee of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under Serial No. BDR/13-1509 of 2005, the said Vijay mortgaged the First Floor Premises in favour of M/s Citifinancials in order to secure repayment of certain credit facilities availed by the said Vijay for the benefit of Arrowhead.
- m. In these circumstances, the said Vijay died intestate at Mumbai on 6th August 2005 leaving the said Sudhabai, the said Jyoti, the said Kunal and the said Gauri, being his mother, widow, only son and only daughter respectively as his only heirs and legal representatives as per the Hindu Succession Act, 1956, who thus inherited the First Floor Premises as co-owners and as tenants-in-common, each having an equal undivided share therein.
- n. Each of the said Sudhabai, the said Jyoti, the said Kunal and the said Gauri thus came to hold a 1/4th undivided share in the First Floor Premises.
- o. Thus, during her lifetime the said Sudhabai was the absolute owner of the following:
 - A. The said Land; and
 - B. The said Structures except 3/4th undivided share in the First Floor Premises.
- p. The said Sudhabai died on 23rd October 2006 at Mumbai.
- q. She was survived by the following persons who would have been her only heirs and legal representatives as per the Hindu Succession Act, 1956 in case of intestate succession:
 - A. Mr. Ajit Shankar Mundle: Son
 - B. Mr. Pradeep Shankar Mundle: Son
 - C. Mr. Shashank Shankar Mundle: Son
 - D. Smt. Jyoti Vijay Mundle: Widow of a pre-deceased son
 - E. Mr. Kunal Vijay Mundle: Son of a pre-deceased son
 - F. Ms. Gauri Vijay Mundle: Daughter of a pre-deceased son
- r. Mr. Shankar Krishna Mundle, being the husband of the said Sudhabai had pre-deceased her on 16th June 2006.

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s. The said Sudhabai left her Last Will and Testament dated 7th September 2006 which was duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under Serial No. BDR/13-8231 of 2006. Under the said Last Will and Testament, the said Sudhabai made the following bequests subject to the conditions mentioned in the said Last Will and Testament:

- A. The entire residential carpet area of 183.19 square meters equivalent to built-up area of 219.828 square meters constituting the second floor of the building "Suyog" ["Second Floor Premises"] along with proportionate undivided share in the said Land to the said Pradeep;
- B. Out of the balance unutilized floor space index of the said Land, floor space index of 900 square feet was bequeathed to the said Pradeep;
- C. 1/8th undivided share in the First Floor Premises along with proportionate undivided share in the said Land was bequeathed to the said Pradeep;
- D. The entire residential carpet area of 189.12 square meters equivalent to built up area of 226.94 square meters constituting the ground floor of the building "Suyog" ["Ground Floor Premises"] along with proportionate undivided share in the said Land to the said Shashank;
- E. Out of the balance unutilized floor space index of the said Land, floor space index of 900 square feet was bequeathed to the said Shashank;
- F. The closed garage forming part of the said Property was bequeathed to the said Shashank;
- G. 1/8th undivided share in the First Floor Premises along with proportionate undivided share in the said Land was bequeathed to the said Shashank;
- H. Subject to the above, the said Land was bequeathed to all owners of premises in the said Structures in proportion to the carpet area of their respective premises which would include the said Jyoti, the said Kunal and the said Gauri

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to the extent of their respective 1/4th undivided share in the First Floor Premises.

- t. On the basis of the bequests set out above, the said Land admeasuring 687.5 square meters came to devolve upon the said Pradeep, the said Shashank, the said Jyoti, the said Kunal and the said Gauri as follows:
- A. The said Pradeep: 39.48%: 271.425 square meters
 - B. The said Shashank: 43.09%: 296.243 square meters
 - C. The said Jyoti, the said Kunal and the said Gauri: 17.43%: 119.83 square meters
- u. The above proportion has been certified by Anil Nagrath and Associates, Architects vide his certificate dated 8th March 2013, who has certified this on the basis of the calculation of the built-up area of the various portions of the said Structures held by each party. I have not independently verified this calculation.
- v. The said Sathe was one of the executors appointed under the said Last Will and Testament dated 7th September 2006.
- w. On 29th July 2010 the Bombay High Court granted probate in respect of the Last Will and Testament dated 7th September 2006 of the said Sudhabai in Testamentary Petition No. 1066 of 2007 to the said Sathe.
- x. Under the said Last Will and Testament dated 7th September 2006, the said Sudhabai did not bequeath any rights or share in the said Property to her son Ajit. However, a certain monetary bequest was made in his favour, which amount was paid to him by the said Sathe out of the estate of the said Sudhabai and which was acknowledged by Mr. Ajit Shankar Mundle by signing a Declaration dated 6th September 2016 which was duly notarized.
- y. Vide Deed of Transfer dated 23rd December 2016, the said Sathe transferred the following to the said Pradeep, which Deed of Transfer is duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under Serial No. KARAL/3-10078 of 2016:
- A. The Second Floor Premises;
 - B. Floor space index of 89.50 square meters out of the balance unutilized floor space index of the said Land;
 - C. 1/8th undivided share in the First Floor Premises; and
 - D. 271.425 square meters undivided share in the said Land.
- y. Vide Deed of Transfer dated 23rd December 2016, the said Sathe transferred the following to the said Shashank, which Deed of Transfer is duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under Serial No. KARAL/3-10079 of 2016:

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- A. The Ground Floor Premises;
 - B. Floor space index of 89.50 square meters out of the balance unutilized floor space index of the said Land;
 - C. The closed garage forming part of the said Property;
 - D. 1/8th undivided share in the First Floor Premises; and
 - E. 296.243 square meters undivided share in the said Land.
- z. Vide Gift Deed dated 3rd October 2022 made between the said Pradeep as the Donor of the One Part and the said Gautam as the Donee of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. KARAL/1-18036 of 2022, the said Pradeep has gifted to the said Gautam 50% undivided share right title and interest in the Second Floor Premises.
- aa. Vide Gift Deed dated 3rd October 2022 made between the said Shashank as the Donor of the One Part and the said Siddharth as the Donee of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. KARAL/1-18035 of 2022, the said Shashank has gifted to the said Siddharth 50% undivided share right title and interest in the Ground Floor Premises.
- bb. Vide Deed of Transfer dated 10th March 2023, the said Mr. Sathe transferred to the said Jyoti, the said Gauri and the said Kunal 119.83 square metres i.e. 17.43% undivided share right title and interest in said Land, which Deed of Transfer is duly registered at the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. KRL/1-4890 of 2023.
- cc. While the names of the said Pradeep and the said Shashank have been added on the City Survey Property Register Card in respect of the said Land in place of the said Sudhabai vide appropriate mutation entries, the same is yet to be done for entering the names of the said Jyoti, the said Kunal and the said Gauri.
- dd. The Owners have represented to me that while the entire amount due and payable to M/s Citifinancials has been repaid, the execution and registration of a Deed of Reconveyance has remained.
- ee. Vide its letter dated 7th July 2011 Citifinancial Consumer Finance India Limited has informed Arrowhead that it has assigned the loan

extended to Arrowhead to Future Capital Financial Services Limited ["FCFSL"] on 30th June 2011.

- ff. Vide Order dated 17th June 2011 passed by His Lordship Mr. Justice Kathawalla of the Bombay High Court in Company Scheme Petition No. 236/2011 Connected with Company Summons for Direction No. 2 of 2011 with Company Scheme Petition No. 237 of 2011 Connected with Company Summons for Direction No. 3 of 2011, a scheme of arrangement between FCFSL as the Transferor and Future Capital Holdings Limited ["FCHL"] as the Transferee came to be passed. It appears that all assets and liabilities of FCFSL thus came to vest in FCHL.
- gg. As is evident from the Fresh Certificate of Incorporation dated 8th November 2012, the name of FCHL came to be changed to CFL i.e. Capital First Limited.
- hh. On 16th December 2013 CFL issued its letter whereunder it acknowledged that the above referred loan now vested in it. This letter refers to Loan Account No. 386611.
- ii. Vide Order dated 6th December 2018 passed by the National Company Law Tribunal, Mumbai Bench in Company Petition No. 3925 of 2018 Connected with CA [CAA] No. 726 of 2018, with effect from 1st October 2018, CFL came to be amalgamated into IDFC Bank Limited.
- jj. The name of IDFC Bank Limited has now been changed to IDFC First Bank Limited.
- kk. Vide (i) its Letter dated 9th August 2021, (ii) its undated No Dues Certificate, (iii) Letter dated 19th June 2021 and (iv) its Letter dated 11th April 2023, the IDFC First Bank Limited has recorded as follows:
 - a. That all dues payable in respect of Loan Account No. 386611 by Arrowhead have been paid; and
 - b. That IDFC First Bank Limited has ceased to have any charge or lien on the First Floor Premises.
- ll. The Owners have informed me that the IDFC First Bank Limited is in the process of executing and registering a Deed of Reconveyance in favour of the said Jyoti, the said Gauri, the said Kunal, the said Pradeep and the said Shashank for the purpose of reconveying the First Floor Premises to the aforesaid persons ["Deed of Reconveyance"].
- mm. In these circumstances subject to execution and registration of the Deed of Reconveyance, the Owners herein are absolutely seized and possessed of and otherwise well and sufficiently entitled to the said

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- Property as co-owners and as tenants-in-common thereof subject to the rights of the said Gautam and the said Siddharth as set out above.
- nn. The Owners have represented to me that:
- A. They have lost and irretrievably misplaced the originals of (I) Agreement in Form HH dated 15th January 1945, made between the District Deputy Collector, Bombay Suburban District of the One Part and the said Jathar of the Other Part, (II) Form KK dated 22nd January 1945 signed by the District Deputy Collector, Bombay Suburban District; (III) Deed of Conveyance dated 5th September 1957 made between the said Jathar as the Vendor of the One Part and the said Sudhabai as the Purchaser of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6264 of 1957, (IV) Declaration dated 10th September 1957 executed by the said Jathar, which is registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6265 of 1957 and (V) Declaration dated 10th September 1957 executed by Mr. Kshitish Ganesh Jathar [being the son of the said Jathar], which is registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6266 of 1957; and
- B. that they have not deposited the above listed documents with any bank or financial institution or other third party with the intention to create an equitable mortgage.
- oo. Vide Development Agreement dated 12th April 2023 executed by the Owners, the said Gautam and the said Siddharth in favour of Shree Krishna Homes Private Limited, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-5 under Serial No. KRL/5-7690 of 2023, the Owners, the said Gautam and the said Siddharth have granted development rights in respect of the said Property to Shree Krishna Homes Private Limited on the terms and conditions more particularly set out therein. Under the said Agreement, subject to the commitments made towards the Owners, the said Gautam and the said Siddharth, Shree Krishna Homes

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Private Limited is entitled to sell the free sale premises forming part of the project.

3. I had published a Public Notice in the Free Press Journal and in Navshakti on 30th December 2022, calling upon the general public to intimate to me claims that any of them may have in respect of the said Property and objections that any of them may have to the title of the Owners in the said Property, being certified. I have till date not received any objections in response to the said Public Notice.
4. I had also caused my Search Clerk, Mr. E.S. Gaokar, to take search at (i) the office of the Sub-Registrar of Assurances at Mumbai (from 1945 to 2022), (ii) Bandra (from 1945 to 1984) and (iii) online search at all other concerned offices (from 1985 to 2022) in respect of the said Property. My said Search-Clerk has submitted his report dated 29th August 2022. My said search clerk has issued a further search report dated 14th April 2023. From the said search reports, it is seen that no encumbrances appear to have been registered in respect of the said Property except the Deed of Mortgage in favour of M/s Citifinancials.
5. **In these premises and subject to what is stated above, I hereby certify that:**
 - a. **(1) SMT. JYOTI VIJAY MUNDLE, (2) MR. KUNAL VIJAY MUNDLE, (3) MRS. GAURI SUDHIR DOLE [NEE MS. GAURI VIJAY MUNDLE], (4) MR. PRADEEP SHANKAR MUNDLE and (5) MR. SHASHANK SHANKAR MUNDLE have a clear and marketable title to the said Property free from all doubts and encumbrances subject to the rights of Mr. Gautam Pradeep Mundle and Mr. Siddharth Shashank Mundle in respect of the Second Floor Premises and the Ground Floor Premises respectively; and**
 - b. **Shree Krishna Homes Private Limited has a clear and marketable title to the development rights in respect of the said Property.**

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SCHEDULE ABOVE REFERRED TO
[Description of the said Property]

ALL THAT piece or parcel of land admeasuring 687.5 square metres as per the City Survey Property Register Card bearing Plot No. 215-216A of Suburban Scheme No. III of Chembur and C.T.S. No. 1031 of village Chembur along with the building named 'Suyog' having ground and two upper floors and one closed garage standing thereon, which property is situate lying and being at D. K. Sandu Marg, Chembur in Greater Bombay in the Registration District and Sub-District of Bombay Suburban and which land is bounded as follows:-

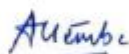
On or towards North: By land bearing Plot No. 203 of Suburban Scheme No. III of Chembur;

On or towards South: By land bearing Plot No. 215-216B of Suburban Scheme No. III of Chembur,

On or towards East: By land bearing Plot No. 214 of Suburban Scheme No. III of Chembur, and

On or towards West: By the D. K. Sandu Marg

Mumbai dated this 15th day of April 2023.



Advocate