

ADVOCATE

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Ghatkoper Off: 29/Sindhubaug 'A', 'Happy Life 'A' Co-Op. Housing Society Ltd., Tilak Road, Ghatkoper (East), Mumbai 400077.
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TITLE CERTIFICATE

Re: Property belonging to the Society viz. **MALAD SAIRA CO-OPERATIVE HOUSING SOCIETY LIMITED** situated at Plot No. 62, Haji Bapu Road, Malad (East) Mumbai - 400 097 bearing C.T.S. No. 21/A/2.

I have persuaded the file containing xerox copies of various documents title deeds in respect of the property of the Society viz. **MALAD SAIRA CO-OPERATIVE HOUSING SOCIETY LIMITED** and after perusing the same, I hereby submitting my Certificate as under:-

1. One Mr. Jamnadas Gokaldas and Others were the Original Owners and seized, possessed or otherwise well and sufficiently entitled to the all that piece or parcel of land admeasuring 721.9 sq.mtr as per property card and Conveyance Deed namely plot of land bearing C.T.S. No. 21/A/2 being at Pahadi, Goregaon in Greater Mumbai in the registration Sub- District of Bandra suburban District within limits of "P" - Ward" of Municipal Corporation of Grater Bombay alongwith the structure standing thereon (hereinafter referred to as the said "Property" as more particularly described in the Schedule hereunder Written.
2. Under a Deed of Conveyance dated 4/11/1971 the said Mr. Jamnadas Gokaldas and Others have with the confirmation of one Mr. Ibrahimbhai Haji Bahadur Sole Proprietor of M/s. Ibrahim Kasi & Sons have sold, transferred and conveyed the said property alongwith the structure standing thereon to Malad Saira Co-Operative Housing Society Ltd for the consideration and other terms and conditions as specifically mentioned in the said Deed of Conveyance. The Deed of Conveyance has been duly registered with sub Registrar of Assurances bearing Registration No.BOM/R-4841/1971 ON 5/11/1971.
3. In continuation of the said Deed of Conveyance, a Receipt of payment dated 10/4/1972 also entered into between the said Mr. Jamnadas Gokaldas and Others and the said Malad Saira Co-Operative Housing Society Ltd, therein the said Jamnadas Gokaldas and Others acknowledge and confirmed the receipt of the payment made by Malad Saira Co-Operative Housing Society Ltd, under the said Deed of Conveyance dated 4/11/1971. The said Receipt has also been registered with sub Registrar of Assurances bearing Registration No.BOM/R-1646/1971 on 27/06/1972.
4. Pursuant to the said Deed of Conveyance dated 4/11/1971 and Receipt dated 10/4/1972 the said Malad Saira Co-Operative Housing Society Ltd., (hereinafter referred to as "the said Society") became the absolute Owner and since then the Society is seized, possessed and sufficiently entitled to ALL THAT piece or parcel of land containing by area admeasuring 721.9 sq.mtr as per property card, area

admeasuring 721.9 sq.mtr as per conveyance deed, to all that piece and parcel of plot of land bearing Plot No.62 and C.T.S. No. 21/A/2 being at Pahadi, Goregaon in Greater Mumbai in the registration Sub-District of Bandra suburban District within limits of "P/N" - Ward of Municipal Corporation of Grater Bombay, as more particularly described in the Schedule hereunder written.

5. After purchase of the said property, the Society started construction of the building on the said property and for the purpose of construction, the Society has mortgaged the said property with The Maharashtra Co-Operative Housing Finance Society Ltd., and obtained Loan from the said financial institution under a Deed of Mortgage dated 10/4/1972 entered into between the Society and The Maharashtra Co-Operative Housing Finance Society Ltd on the terms and conditions as specifically mentioned in the said Deed of Mortgage. The said Mortgage was lodged for registration with Sub-Registrar of Assurances under No..PR/237 dated 10/4/1972.

6. The Malad Saira Co-operative Housing society Ltd., repaid the entire loan amount to the said The Maharashtra Co-Operative Housing Finance Society Ltd, under a Deed of Re-Conveyance dated 19th October, 2010 entered into between themselves thereby the Finance Society admit and acknowledged the receipt of the entire amount obtained by the Society from them and accordingly, reconveyed the said property to the Malad Saira Co-Operative Housing society Ltd., The said Deed of Re-conveyance also has been registered with the Sub-registrar of assurances bearing Registration No.BDR-2-09643-2010 dated 22/10/2010.

7. On perusal of the aforesaid documents and information given on enquiries, I found that The Malad Saira Co-operative Housing Society Ltd. a co-operative society duly registered under the Maharashtra co-Operative Societies act, 1960 bearing Registration No. BOM/HSG/3080 of 1971 dated 16TH August 1971, having its Office at Plot No. 62, Haji Bapu Road, Malad (East) Mumbai - 400 097, and the Society is the absolute owner of the said property as more particularly described in the Schedule hereunder written

8. I have also gone through the registered Development Agreement dated 30/5/2013 and Rectification Deed dated 18/2/2014 to the Development agreement executed between the Malad Saira CHS Ltd., and M/s. Sanghvi Realtech Pvt. Ltd., thereby the Society had given the Development right of the Society's building to the Developers on the terms and conditions as more specifically mentioned in the said Development agreement. Pursuant to the said Development Agreement and Rectification Deed society has also executed a Power of Attorney in favour of the M/s. Sanghvi Realtech Pvt. Ltd. All the said documents viz. Development agreement registered with the Sub-Registrar of Assurance at Bandra under serial No. BRL9-3089/2013 on 30/5/2013, The Power of Attorney DATED 30/05/2013 registered under serial No.BRL-9 3090/2013 on 30/5/2013 and Deed of Rectification dated 18/2/2014 registered under Sr.No.BRL-9-1120/2014 on 18/2/2014. By virtue of the said Development Agreement, Deed of Rectification and the Power of Attorney, the

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Developer became entitled to demolish the existing building and construct new buildings on the said property.

9. I have caused searches to be taken in the office of the Sub-Registrar of Assurances at Mumbai, Bandra Sub-Registrar Office from 1971 to 2016, and at Borivali Sub-registrar Office from 1995 to 2016 and also at Borivali 1 to Borivali 9 Sub Registrar Office from 2002 to 2016 through Search Clerk, Shri. Pradeep Waghmare. On the perusal of the said Search Report, I find that the all the aforesaid title documents are in the records of the Office of Sub-Registrar and the said property is not subject to any lien, mortgage, lease and encumbrances of any nature whatsoever.

10. I have also caused public notice to be inserted in three News papers viz. 1) Active Times-Mumbai (English), (2) Mumbai-Lakshadeep-Mumbai (Marathi) and (3) Hamara Mahanagar-Mumbai (Hindi) all dated 4/6/2016 inviting claims from the public at large in respect of the said Society's property. I have not received any objection and/or claim of any nature whatsoever in response to the said public notice.

11. In view of what is stated hereinabove, the Society viz. Malad Saira Co-op Housing Society Ltd., are the absolute Owners of the said property and title of the said property in the name of the Society is clear and marketable and free from all encumbrance and the said M/s. Sanghvi Realtech Pvt. Ltd. Is duly appointed as the Developer for development of Society's property on the terms and conditions mentioned in the said Development Agreement dated 30/5/2013 and the Deed of Rectification dated 18/2/2014.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land containing by area admeasuring 721.9 sq.mtr as per property card, area admeasuring 721.9 sq.mtr as per conveyance deed, to all that piece and parcel of plot of land bearing Plot No.62 and C.T.S. No. 21/A/2 being at Pahadi, Goregaon in Greater Mumbai in the registration Sub-District of Bandra suburban District within limits of "P/N" - Ward of Municipal Corporation of Grater Bombay, together with building constructed in the year 1971 known as "MALAD SAIRA CHS. LTD", consisting of Ground plus four upper floors comprising 20 flats standing thereon and bounded on the North by a land reserved for maternity house, on the South by 24' Wide Road, on the West by Plot No. 61 and on the East by Plot No 63.

Dated this 20th day of June, 2016


Manoj Bhatt
Advocate