

Y. S. CHAROLIA

(B. Com., L. L. B.)

Advocate, High Court

Mobile: 9892203040

Shop No.2, Building No.1, Zone Nagar, Opp. Parker College, S. V. Road, Goregaon (W), Mumbai - 400104.

Visiting Hour : 10.30 a.m. to 12.30 & 5.30

TITLE CERTIFICATE

Description of the Property :

All that piece or parcel of land admeasuring 2227.00 sq. mtrs. or thereabouts comprising Survey no. 267, Hissa no. 1/1 (pt) corresponding to CTS no. 610 A/ 1/ A/ 1/C (part) of village Malad (East), Taluka-Borivali, Mumbai Suburban District and within the registration Sub-District Bandra, Mumbai and situate at Gokuldharm, Malad (East) Mumbai - 400 097 shown in the red colour boundary on the plan thereof hereto annexed being Annexure 'A' with existing standing structures occupied by the occupants as mentioned in Annexure 'E' hereto which are extended on the 18.30 mtrs. wide proposed D. P. road and which is bounded as under:

On or towards North	:	By CTS No. 610 of F. E. Dinshaw estate
On or Towards South	:	By 18.30 mtrs wide proposed D. P. road
On or towards East	:	By CTS No. 610 of Swapnalok Residency & Tower
On or towards West	:	By 8.00 mtrs. wide existing road and Sai Raw residency under section 63(k) of Mumbai Municipal Corporation Act, 1888.

(hereinafter referred to as the **said Property**).

1. This is to certify that I have investigated the title of the property described above (hereinafter after referred to as the **said Property**) at the request of the partners of M/s. Green Ridge, a partnership firm having its registered office at B/101, Hafizi House, S. V. Road, Jogeshwari (W), Mumbai - 400 102 . The said property belongs to said M/s. Green Ridge as the owner thereof. I have investigated the title of the said property for the purpose of development of the same.
2. I have taken the searches in the concerned office of the Sub-Registrar of Assurances and also in the concerned city survey office and the office of the concerned Talathi in respect of the said Property.
3. I have inspected the site of the said Property.
4. The main title deeds which are concerned with the title to the said property are: (i) An Indenture dated 14th day of December, 1994 executed between (a) Mr. Nusly Nevelle Wadia, (b) Mrs. Namaureen Nusly Wadia, (c) Mr. Rajeshkumar Batra and (d) Mr. Hudrali Subhana Shrinivas of the One Part and Mr. Chandrakant Anant Salukhe of the other part, registered under No. BBJ-2374 of 1994, (ii) The Agreement for Development dated 10th day of September, 2007 registered under No. 2/6283/2007 executed by said Mr. Chandrakant Anant Salukhe in favour of M/s. S. S. W. Constructions represented by its partners (a) Shamsuddin Alihussein Khan, (b) Abdul Wahid Jamirullah Khan and (c) Mohammed Sami Khairullah Khan, (iii) The Deed of Conveyance dated 2nd April, 2010 executed between Mr. Chandrakant Anant Salukhe of the one part, M/s. S.S.W. constructions of the other

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part, and M/s. Green Ridge of the third part, and (iv) The extract of the Property Register Card of the said Property, Village form 7 and 12 and 6 of the concerned village in respect of the said Property,

I have pursued the said documents.

5. The said property was part of the property bearing S. No. 267 (part) corresponding to CTS No. 610 (part) of village Malad, Taluka Borivali, and it admeasures 2227.00 sq. mtrs.. Said Mr. Chandrakant Anant Salukhe had purchased the said property from said (i) Mr. Nusly Nevelle Wadia, (ii) Mrs. Namaureen Nusly Wadia, (iii) Mr. Rajeshkumar Batra and (iv) Mr. Hudrali Subhana Shrinivas by an indenture dated 14th December, 1994 as mentioned above. The said Mr. Chandrakant Anant Salukhe in turn has granted development rights in respect of the said property in favour of M/s. S. S.W. constructions as mentioned above, by an Agreement for Development dated 10th day of September 2007 as said above. The said Mr. Chandrakant Anant Salukhe sold, transferred and conveyed the said property by a conveyance dated 2nd April, 2010 duly registered under No. BDR-11/5907/3 of 2010, executed by said Mr. Chandrakant Anant Salukhe in favour of M/s. Green Ridge, a partnership firm. Also said M/s. S.S.W. constructions confirmed the said conveyance dated 2nd April, 2010 subject to the terms and conditions mentioned therein. After the

said conveyance the said property has also been subdivided from the larger property and it has been numbered as revenue survey No. 267 Hissa No. 1/1(pt) and has been numbered as CTS No. 610 A/1/A/1/C.

6. The Property Register Card in respect of the said property as on the date is in the name of M/s. Green Ridge, a partnership firm registered under the Indian Partnership Act, 1932.
7. M/s. G. S. A. Construction the partner of M/s. Green Ridge have furnished me the Deed of Dissolution dated 19th day of May, 2010 executed between M/s. G. S. A. Construction through its partners (i) Mr. Sirajuddin Allauddin Shaikh and (ii) Mrs. Sanjeeda Parvin W/o Sirajuddin Allauddin Shaikh of the One Part and M/s. Prime Heights through its partners Mr. Abbas Janmohamad Fatawat alias Abbas Jiva, (ii) Mr. Abdul Wahid Miyanji Jagharala and (iii) Mr. Abdul Wahab Abdul Rahim Khorajia of the other part. The said Deed of Dissolution inter-alia provides that :
 - (a) The party of the second part to the said M/s. Green Ridge viz. M/s. Prime Heights desired to retire from the partnership of M/s. Green Ridge with effect from 19th May, 2010.
 - (b) It transpires from the said Deed of Dissolution that the partnership of M/s. Green Ridge has been dissolved with effect from 19th May, 2010. It also provides that accounts of the M/s. Green Ridge have been settled between the parties to the said Deed of Dissolution and it is mutually agreed, confirmed and decided that all the assets and liabilities of M/s. Green Ridge as on the said date have been taken over by M/s. G. S. A. Construction which is the party of the First Part to the Deed of

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Partnership M/s. Green Ridge, and both the erstwhile partners of M/s. Green Ridge have agreed to bear the liabilities of M/s. Green Ridge as on 19th day of May, 2010 proportionately.

(c) The said Deed of Dissolution inter-alia provides that all assets whether, moveable or immovable, including the piece or parcel of land admeasuring 2227.00 sq. mtrs. or thereabouts comprising survey No. 267, Hissa No. 1/1(pt) corresponding to CTS No. 610 A/1A/1A (part) of village Malad (East), Taluka-Borivali, Mumbai Suburban District and within the registration Sub-District Bandra, Mumbai and situated at Gokuldham, Malad (East), Mumbai - 400 097 which was purchased in the name of M/s. Green Ridge by a Deed of Conveyance dated 02-04-2010 registered under No. BDR-11/5907/2010 at Borivali-5, M.S.D. of the said business of M/s. Green Ridge as on 19th May, 2010 now solely belonged and completely assigned to M/s. G. S. A. Construction, and M/s. G. S. A. Construction has taken over the running business of M/s. Green Ridge as going concern together with all the assets and liabilities with effect from 19th May, 2010.

8. After going through the said Deed of Dissolution dated 19th May, 2010 I have come to an opinion that all the assets and liabilities of M/s. Green Ridge have been taken over by one of its partners M/s. G. S. A. Construction through its partners (i) Mr. Sirajuddin

Allauddin Shaikh and (ii) Mrs. Sanjeeda Parvin W/o Sirajuddin Allauddin Shaikh, and the other partner M/s. Prime Heights have relinquished their all right, title and interest in the moveable and immoveable assets of the erstwhile M/s. Green Ridge. I am of the opinion that in view of the said acquisition of right, title and interest in the moveable and immoveable properties of the erstwhile M/s. Green Ridge by M/s. G. S. A. Construction, said M/s. G. S. A. Construction is entitled to the same.

9. The village form 7 and 12 in respect of the said property are in the name of M/s. Green Ridge represented by its partners Sirajuddin Allauddin Shaikh, Sanjeeda Parvin Siraj Shaikh, Abbas Janmohamed Fatawat, Abdul Wahid Miyanji Jagarala and Abdul Wahab Abdul Rahim Khorajia.
10. The required ULC N.O.C. in respect of the said property has been obtained by order of the Dy. Collector ULC dated 13th June, 1994 vide file No. C/ULC/6(I)/D-XV/XXII/388/3092. Mr. Nusly Nevelle Wadia and others had also obtained no objection certificate from Joint Charity Commissioner, Maharashtra, Bombay vide order No. J/4/178-191/SSS/9926/92 dated 30th May, 1991 for the sale and transferred of the said property to said Mr. Chandrakant Anant Salukhe. Also the order under section 10 dated 2nd day of June, 2009 vide ULC File No. C/ULC/D-5/WS/353/2009 for derequisitioning of the said property from ULC has been obtained. The said property abuts on the 18.30 mtrs. vide D. P. Road.
11. The Municipal Corporation of Greater Mumbai has also issued an IOD dated 22nd November, 2010 under No.

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CHE/7389/BP(WS)/AP. The said corporation has also issued the commencement certificate vide No. CHE/7389/BP(WS)/AR/AP dated 13-02-2013.

12. As per the terms and conditions of the said conveyance dated 2nd April, 2010 said M/s. Green Ridge has to rehabilitate 26 occupants on the said property in accordance with the provision of Annexure-E to the same.

I certify that in my opinion subject to the above facts, the title to the said property of M/s. Green Ridge is clear, marketable and free from encumbrances.

Place: Mumbai

Dated this 09th day of July, 2014.



Y. S. Charolia

Advocate.