



महाराष्ट्र MAHARASHTRA

० 2017 ०

RY 547710

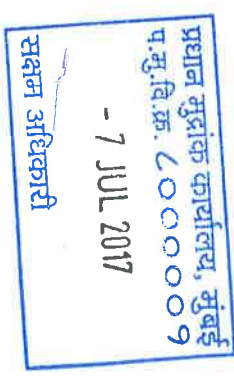


श्री. हेमंत सावंत

(Affidavit cum Declaration)

I Mr. Kantilal Purohit age 40 Years residing at C-5, Saikrupa Society, Near Hanuman Mandir, Moregaon, Nalasopara (East) duly authorized by the promoter of M/s. Sanghvi Realty Pvt. Ltd., duly authorized by the promoter of M/s. Sanghvi Realty Pvt. Ltd. do hereby solemnly declare, undertake and state as under:

- I. That I have a legal Title Report to the land on which the development of the project is proposed. I enclosed the authenticated copy of title certificate of Advocate Mahendra P. Bhatt dated 28th February 2014





II. I say that the details of encumbrances including dues and litigation, details of any rights, title, interest or name of any party in or over such land, along with details are enclosed herewith.

III. I further declare and undertake that that seventy per cent of the amounts to be realized hereinafter by promoter for the real estate project from the allottee, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

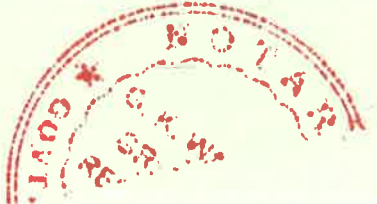
IV. I further declare that the a amounts from the separate account shall be withdrawn in accordance with Rule 5 of Maharashtra Real Estate (Regulation and Development) Rules, 2017

V. I say and declare that promoter shall get the accounts audited within six months after the end of every financial year by a practicing Chartered Accountant, and shall produce a statement of accounts duly certified and signed by such practicing Chartered Accountant, and it shall be verified during the audit that the amounts collected for a particular project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

VI. I say that the time period within which the project shall be completed by the promoter by 31st December, 2023.

VII. I say and declare that the promoter shall take all the pending approvals on time, from the competent authorities.

1
Eg
10



VIII. I say and declare that the promoter shall in form the Authority regarding all the changes that have occurred in the information furnished under sub— section (2) of section 4 of the Act and under rule 3 of these rules, within seven days of the said changes occurring.

IX. I say and declare that the promoter have furnished such other documents as have been prescribed by the rules and regulations made under the Act.

X. I say and declare that the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds

Verification

The content of my above Affidavit Cum Declaration are true and correct and nothing material has been concealed by me therefrom.



BEFORE ME

[Signature]
25-7-2017

G. K. WADHWA
NOTARY G.R. MUMBAI
321, HIMALAYA HOUSE,
PALTON ROAD,
MUMBAI-400 001.

SIGNATURE

Verified by me at Mumbai on this 25th day of July 2017

Sr. No. 220/17 in the Notarial Register,

Mahendra P. Bhatt
B.Com., LL.B.
ADVOCATE HIGH COURT

TELE.: : OFF. 2265 40 67
RESI. 2894 80 07
6, CRESCENT CHAMBERS, 1ST FLOOR,
TAMARIND STREET, FORT, MUMBAI - 400 023.

Ref

Date

Date: 28th February, 2014

To,
M/S. SANGHVI REALTY PVT. LTD.

Re: Property bearing C.S. No. 336 of Tardeo Division situate at
Arthur Road admeasuring 3612.90 sq. mtrs.

SMT. DULARI KIRAN GHASWALLA & ORS.

... OWNERS

M/S. SANGHVI REALTY PVT. LTD. ... DEVELOPERS

Under instructions of **M/S. SANGHVI REALTY PVT. LTD.**, I have investigated the title to the above captioned property more particularly described in the Schedule hereunder written and report as under:

(A) By an Indenture of Lease dated 20th December 1923, executed by Mervanjee Muncherjee Cama and others [therein referred to as "the Lessors"] and one Bhagwanji Ghelabhai and his son Laxmidas Bhagwanji [therein referred to as "the Lessees"], the said Lessors did thereby demise unto the Lessees a piece of vacant land, lying, being and situate at Arthur Road, bearing C.S.No.336, Tardeo Division, admeasuring 4,254 square yards [and more particularly described in the Schedule hereunder written] for the term of 999 years, on and from 01.08.1916, and at and for the rent and subject to and upon the terms, covenants and conditions therein contained [hereinafter referred to as "the said Indenture of Lease"].

(B) The said Bhagwanji Ghelabhai Ghaswalla died at Mumbai on or about the 6th day of December 1924 leaving behind surviving him as his only heir and legal representative, his son the said Laxmidas Bhagwanji Ghaswalla;

(C) By a Deed of Gift dated 11th September 1965 duly registered with the Sub-Registrar of Assurances at Bombay, the said Laxmidas Bhagwanji Ghaswalla did thereby gift unto Harikishan Laxmidas Ghaswalla as the 1st Donee therein and Gajendra Laxmidas Ghaswalla as the 2nd Donee therein an undivided equal 1/3rd share in the said property described in the Schedule hereunder written;

(D) Accordingly the said Laxmidas Bhagwanji Ghaswalla, the said Harikishan Laxmidas Ghaswalla and Gajendra Laxmidas Ghaswalla each became entitled to an 1/3rd share, right, title, interest in the said leasehold piece and parcel of land described in the Schedule hereunder written;

BHB



- (E) The said Laxmidas Bhagwanji Ghaswalla died at Mumbai on the 14th day of January 1973 leaving behind his Last Will and Testament dated 23rd August 1971 whereby he bequeathed all his properties and estate including his one-third share in the leasehold property described in the Schedule hereunder written equally to his four grandsons Kiran, Kaushik, Mahesh and Jayesh in equal shares. Probate of the Last Will and Testament of the late Laxmidas Bhagwanji Ghaswalla has been granted on the 23rd day of January 1976 to Harikishan Laxmidas Ghaswalla and Gajendra Laxmidas Ghaswalla;
- (F) The said Gajendra Laxmidas Ghaswalla died on the 7th day of September, 1984 leaving behind as his only heirs and legal representatives, his widow Smt. Hansaben G. Ghaswalla, his sons Mahesh G. Ghaswalla, Jayesh G. Ghaswalla and his married daughter Smt. Lata C. Mehta;
- (G) Shri. Harikishan Laxmidas Ghaswalla died on 13th day of December, 1985 leaving behind as his only heirs and legal representatives, his widow Smt. Harilaxmi. H. Ghaswalla and his two sons Kiran H. Ghaswalla and Kaushik H. Ghaswalla.
- (H) Under a family arrangement arrived at between the said 1] Shri Kiran H. Ghaswalla [2] Shri Mahesh G. Ghaswalla [3] Shri Kaushik H. Ghaswalla [4] Shri Jayesh G. Ghaswalla [5] Smt. Harilaxmi H. Ghaswalla And [6] Smt Hansaben G. Ghaswalla, became alone entitled to the under mentioned leasehold property bearing bearing C.S. No. 336 of Tardeo Division situate at Arthur Road admeasuring 3612.90 sq. mtrs. [hereinafter referred to as "the said property"] and more particularly described in Schedule hereunder written.
- (I) In the premises, 1] Shri Kiran H. Ghaswalla [2] Shri Mahesh G. Ghaswalla [3] Shri Kaushik H. Ghaswalla [4] Shri Jayesh G. Ghaswalla [5] Smt. Harilaxmi H. Ghaswalla And [6] Smt Hansaben G. Ghaswalla, became alone entitled to the under mentioned leasehold property bearing bearing C.S. No. 336 of Tardeo Division situate at Arthur Road admeasuring 3612.90 sq. mtrs. [hereinafter referred to as "the said property"] and more particularly described in Schedule hereunder written.
- (J)(i) In terms of the Covenant to sell the reversion as contained in the said Indenture of Lease under Clause 4[c], by an agreement dated 20th August 2007, [1] Shri Mancherji Jamshedji Cama, [2] Shri Ratan Kawas Lalkaka, [3] Shri Camaji Farokh Cama, [4] Shri Nekdad Farokh Cama, [5] Shri Burjor H. Antia And [6] Shri Adi Hirji Jehangir as the then Trustees of The M. F. Cama Athornan Institute and the M. M. Cama Education Fund, being a Public Charitable Trust, constituted under the Indenture of Settlement dated 30.03.1922 and registered under The Bombay Public Trusts Act, 1950, under No.C-710[BOM] dated 19.05.1953, as the Vendors therein agreed to sell to the said Kiran Harkisondas Ghaswalla & Ors as the Purchasers therein

Mahendra P. Bhatt

B.Com., LL.B.

ADVOCATE HIGH COURT

3

6, CRESCENT CHAMBERS, 1ST FLOOR,
TAMARIND STREET, FORT, MUMBAI - 400 023.

OFF. 2265 40 67
TELE.: 2894 80 07
RESI. 2894 80 07

Ref. _____

Date _____

all their reversionary right, title and interest in respect of the said property subject matter of Indenture and lease dated 20th December 1923 bearing Cadastral Survey No.336 of Tardeo Division and more particularly described in the schedule therein referred to and which corresponds with the Schedule hereunder written at or for the consideration of Rs.77,778/- (Rupees Seventy Seven Thousand Seven Hundred Seventy Eight Only) and on the terms and conditions therein contained.

(J)(ii)The said Kiran Ghaswalla being one of the Successors in title of the Original Lessee died on 21st December 2008 leaving behind his wife Mrs. Dulari Kiran Ghaswala and his married daughters (1) Mrs. Hetal Nimesh Karanjawala and (2) Mrs. Alpa Hemang Mehta. According to his Last Will and Testament dated 16th February, 2007, the said late Kiran Ghaswalla bequeathed all his estate to his Wife Mrs. Dulari Kiran Ghaswalla. Probate of the said Will of Late Kiran Ghaswalla has since been granted by the High Court of Judicature at Bombay in T&IJ Petition No. 347 of 2010.

(J)(iii)Pursuant to the said agreement dated 20th August 2007 the said Shri Mancherji Jamsheji Cama & Ors applied to and obtained from the Joint Charity Commissioner of Maharashtra State on 31st August, 2009 permission and sanction under provisions of Section 36 (1)(a) of the Bombay Public Trust Act 1950 to the sale of the said property described in the Schedule hereunder written bearing Cadastral Survey No.336 of Tardeo Division, in favour of the Purchasers being, [1] Shri Mahesh G. Ghaswalla, [2] Shri Kaushik H. Ghaswalla [3] Shri Jayesh G. Ghaswalla [4] Smt. Harilaxmi H. Ghaswalla And [5] Smt. Hansaben G. Ghaswalla and Kiran H. Ghaswalla (since deceased).

(J)(iv)Pursuant thereto, by an Indenture of Conveyance dated 25th February, 2010 duly registered with the Sub-Registrar of Assurances at Bombay under Sr. No BBI-3/4475 of 2010 and made between the said Shri Mancherji Jamsheji Cama & Ors as the present Trustees of The M. F. Cama Athornan Institute and the M. M. Cama Education Fund, being a Public Charitable Trust, constituted under an Indenture of Settlement dated 30.03.1922 and registered under The Bombay Public Trusts Act, 1950, under No.C-710[BOM] dated 19.05.1953 as the Vendors therein and the said [1] Shri Mahesh G. Ghaswalla, [2] Shri Kaushik H. Ghaswalla [3] Shri Jayesh G. Ghaswalla [4] Smt. Harilaxmi H. Ghaswalla And [5] Smt. Hansaben G. Ghaswalla And [6] Mrs Dulari Kiran Ghaswalla as the Purchasers therein and (1) Mrs. Hetal Nimesh Karanjawala And (2) Mrs. Alpa Hemang Mehta as the Confirming Party therein, the said Vendors did thereby sell transfer and convey unto the Purchasers therein being the Owners herein the said property bearing Cadastral Survey No.336 of Tardeo Division and more particularly described in the schedule thereunder written which corresponds with the Schedule hereunder written for the price and on the terms and conditions therein contained. In the premises in view of the purchase



of the reversionary interest of the Lessors the said undermentioned property stands converted to Freehold.

- (K) By a Development Agreement dated 29th October, 2007 (read with Supplemental Agreements dated 13th September, 2010 made between the said Shri Kiran H. Ghaswalla & Ors as Owners therein and Smt. Lata Chinubhai Mehta as the Confirming Party therein and you M/S. Sanghvi Realty Pvt. Ltd. as Developers therein the said Owners have granted unto you Development-cum-Sale rights in respect of the said property more particularly described in the Schedule hereunder written.

- (L) The said Smt. Hansaben G. Ghaswalla died intestate leaving behind as her only heirs her sons Mahesh G. Ghaswalla and Jayesh G. Ghaswalla and daughter Smt. Lata Chiranjive Mehta. The said Lata Chiranjive Mehta by an Indenture of Release dated 25th October, 2007 registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. BBE/3/2843/1 of 2007 released all the right, title, interest in the estate of her father late Gajendranath Laxmidas Ghaswalla including in the said property described in the schedule hereunder written (which share and interest of Late Gajendranath therefore stood held solely by Late Hansaben and Mahesh and Jayesh Ghaswalla).

- (M) The said HARILAXMI H. GHASWALLA died intestate leaving behind as her only heir and legal representative her Son Kaushik and the heir of her deceased Son Kiran. In view of the bequest by Late Kiran of his estate unto his wife Dulari, the share of Late Harilaxmi stands vested with her Son Kaushik and Durari wife of her deceased Son Kiran.

- (N) In the premises the said [1] SMT. DULARI KIRAN GHASWALLA, [2] SHRI MAHESH G. GHASWALLA, [3] SHRI KAUSHIK H. GHASWALLA and [4] SHRI JAYESH G. GHASWALLA are absolutely seized and possessed of property described in the Schedule hereunder written as Owners thereof and you M/S. SANGHVI REALTY PVT. LTD., by virtue of the Development Agreement dated 29th October, 2007 read with the Supplemental Agreements dated 13th September, 2010 have become entitled to the development cum sale rights in respect of the said property described in the Schedule hereunder written.

- (O) The said property described in Schedule hereunder written comprises of structures, premises wherein are in use and occupation of monthly tenants. The Property Register Card has remained to be mutated in the name of all the Owners herein.

- (P) I have perused search notes taken at the office of the Sub-Registrar of Assurances at Mumbai as well as the revenue record, title deeds, Property Register Card and Declaration on Title of the Owners and on the basis thereof and subject to what is stated herein am of the opinion and do hereby Certify that the OWNERS [1] SMT. DULARI KIRAN GHASWALLA & OTHERS have a clear marketable title free of



Mahendra P. Bhatt

B.Com., LL.B.

ADVOCATE HIGH COURT

TELE. : OFF. 2265 40 67
RESL. 2894 80 07

5 6, CRESCENT CHAMBERS, 1ST FLOOR,
TAMARIND STREET, FORT, MUMBAI - 400 023.

Ref

Date

encumbrances and reasonable doubts to the undermentioned property and **M/S. SANGHVI REALTY PVT. LTD.**, by virtue of the Development Agreement dated 29th October, 2007 read with the Supplemental Agreements dated 13th September, 2010 are entitled to the development and sale rights in respect thereof.

(Q) Accordingly, You **M/S. SANGHVI REALTY PVT. LTD.** as the appointed Developers of the property described in the Schedule hereunder written are accordingly entitled to develop the said property in accordance with the Development permissions as may be granted by the Concerned Authorities.

THE SCHEDULE HEREINABOVE REFERRED TO:

ALL THAT the piece or parcel of vacant land formerly of Foras tenure but now redeemed from assessment and containing by admeasurement Four Thousand Two Hundred and Fifty Four Square Yards, equivalent to 3,556.52 Square Metres or thereabouts, as per the Indenture of Lease and 4321 sq. yards equivalent to 3612.90 sq.mtrs. as per the Property Register Card and registered by the Collector of Land Revenue under Collector's Old Numbers 320, 320, 522, 523, 527 and 544 Collector's New Numbers 13839, 13842, 14031, 14032 and 14038, Old Survey Numbers 447, 448 and 449 and New Survey Nos. 3/3396, 3403 and 1 AB/3404 and Cadastral Survey No.336, Tardeo Division and assessed by the Municipality of Mumbai under Ward Nos.D-3876[1], [1A], [2], [5], [4], [5A], [5B], [5C] and [5D] Street Numbers 15-19 and all of which premises are situate at and on the Eastern side of Arthur Road in the City and Registration Sub-District of Mumbai and bounded on or towards the East by the property of Mumbai Municipality on or towards the West by the Arthur Road, On or towards the North by the property of Tribhuvandas Thakordas Jariwala and On or towards the South by the Property of Goragandhi [Hira Kunj Building].

Dated this **28th** day of February, 2014.

M. P. Bhatt

(Mahendra P. Bhatt)
Advocate