

CHITNIS VAITHY & CO. (Regd.)

ADVOCATES & SOLICITORS

S. D. CHITNIS

B.A., LL.M., Solicitor

V. N. BODKE

B. Com., LL.B.

M. U. HIRASKAR

B.Com., LL.B.

RESHMA CHITNIS POTDAR

B.L.S., LL.M., Solicitor

410/11, GUNDECHA CHAMBERS,

NAGINDAS MASTER ROAD, FORT,

MUMBAI - 400 0023.

Telephone : 2267 0014/15, 4090 2700

Fax : 4090 2727

E-mail : chitnisvaithy@yahoo.com

chitnisvaithy@gmail.com

OUR REF. :

DATE :

SDC/2017

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY that as per the instructions of our client, Kashtamandup Developers Pvt. Ltd., a Company, registered and incorporated under the provisions of Companies Act, 1956 and having its Registered Office at 801, Hub-Town Solaris, N. S. Phadke Marg, Off. Teli Galli, Near Andheri Fly-Over, Andheri (East), Mumbai - 400 069, we have investigated our client's title to the property described in the Second Schedule hereunder written, which is a part of the property described in the First Schedule hereunder written.

1. We have to state on the title of our client to the said property described in the Second Schedule hereunder written as follows :

2. In the year 2004, we had taken independent search for the last 40 years with the Offices of Sub-Registrar of Assurances at Mumbai and Bandra. We also took search in the Offices of the concerned Talathi, City Survey

Officer, Collector, Bombay Suburban District. We also took search in the Offices of the Brihan Mumbai Mahanagarpalika, particularly its Assessment Department in respect of the property described in the First Schedule hereunder written, which includes the said property described in the Second Schedule hereunder written.

3. We perused the relevant revenue record, such as property cards, mutation entries and other revenue records, showing the title of the Owners to the said property described in the First Schedule hereunder written. We also perused the Title Deeds and other documents relating to the said property described in the First Schedule hereunder written. We had also issued Public Notices in Indian Express dated 12th February, 2004 and Loksatta dated 12th February, 2004 and had invited objections and/or claims from the persons having and/or claiming any share, right, title and interest in the said property described in the First Schedule hereunder written. In response to the said Public Notices, no objection and/or any claim was however, received by us. Before issuing Certificate, we also in November, 2014, once again, took search in the offices of the Sub-Registrars concerned and other concerned offices in respect of the said property described in the First Schedule hereunder written which includes, the said property described in the Second Schedule hereunder written.

4. In view of the searches taken by us, and perusal of the documents we have to state on the title of our client to the said property described in the Second Schedule hereunder written, which is a part of the said property

described in the First Schedule hereunder written as follows :

5. Prior to 1989, the said property described in the First Schedule hereunder written belonged to Behramjee Jijibhoy Pvt. Ltd., and was claimed by Shaikh Farid Shaikh Kalandar. He therefore filed a Suit being Suit No.2105 of 1989 in the Hon'ble High Court of Judicature at Bombay against Behramjee Jijibhoy Pvt. Ltd., and others inter alia praying therein for a declaration that he be declared as the Owner of the said property described in the First Schedule hereunder written. In the said suit Mr. Mohammed Hussein Merchant was also joined as a party. A Consent Decree, to operate as a Conveyance, dated 22nd June, 1992, was passed in the proceedings of the said suit which was duly registered with the Sub-Registrar of Assurances at Mumbai and Index-II in respect thereof was accordingly obtained by Mr. Mohammed Hussein Merchant and Mr. Shaikh Farid Shaikh Kalandar. The said Index-II was filed with the authorities of Revenue Department and property cards incorporating the names of Mr. Mohammed Hussein Merchant and Mr. Shaikh Farid Shaikh Kalandar were shown as joint Owners of the said property described in the First Schedule hereunder written were issued by the City Survey Department.

6. By virtue of the said Consent Decree to operate as a Conveyance, dated 22nd June, 1992, the said Shaikh Farid Shaikh Kalandar and Mohammed Hussein Merchant became the Joint Owners in respect of the said property described in the First Schedule hereunder written.

7. We further state that in the said Consent Decree dated 22nd June, 1992, Shaikh Farid Shaikh Kalandar has admitted, declared and confirmed that he had executed in favour of Mohammed Hussein Merchant an Irrevocable Power of Attorney dated 19th May, 1987 and 22nd June, 1987 and the Development Agreement, dated 20th May, 1987 **read** with Subsequent Agreements, dated 22nd June, 1987 and 16th August, 1991, whereby the said Shaikh Farid Shaikh Kalandar granted development rights in respect of the said property described in the First Schedule hereunder written to Mohammed Hussein Merchant on the terms and conditions and in the manner provided in the Development Agreement, dated 20th May, 1987 **read** with Subsequent Agreement, dated 22nd June, 1987 and 16th August, 1991.

8. Pursuant to the said Agreements and the Power of Attorneys executed by Shaikh Farid Shaikh Kalandar, Mohammed Hussein Merchant got the required permission under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 for development of the said property described in the First Schedule hereunder written bearing No.C/ULC/D/III/22/4966 Dated 26th November, 1993. He also got the other required permissions and obtained IODs bearing Nos.(i) E.B./CE/A-0478/BS/AR dated 17th January, 1997, (ii) E.B./CE/A-0650/BS/AR dated 20th May, 1997, (iii) E.B./CHE/A-3014/BP(WS)/AR dated 15th July, 2002, while the work of obtaining Commencement Certificates was in process.

9. In the meanwhile, on 13th February, 2004, Shaikh Farid Shaikh Kalandar, died at Mumbai, without leaving behind him any will or any other Testamentary

disposition and leaving behind him (1)(a) Smt. Bibizer Shaikh Farid, (b) Fazal Shaikh Farid, (c) Afzal Shaikh Farid, (d) Aurangaseb Shaikh Farid, (e) Alizer Shaikh Farid, (f) Afroz Shaikh Farid, (g) Feroza Shaikh Farid, (h) Noorie Shaikh Farid and (i) Naseeb Shaikh Farid, as his only legal heirs, representatives and next of kins as per the provisions of Muslim Law, by which he was governed at the time of his death.

10. Somewhere in 2004, certain disputes and differences arose by and between Smt. Bibizer Shaikh Farid and others, and Mohammed Hussein Merchant in respect of the said property described in the First Schedule hereunder written whereby Mohammed Hussein Merchant filed a suit in the Bombay City Civil Court at Bombay being B.C.C.C, S.C. Suit No. 2180 of 2004, (Mohamed Hussein Merchant. Plaintiff V/s Bibizer Shaikh Farid and others.. Defendants.) inter alia praying therein for permanent injunction and other reliefs as more particularly set out in the said S.C. Suit No. 2180 of 2004.

11. Consent Decree to operate as Conveyance, dated 19th March, 2005 was passed in the said S.C. Suit No.2180 of 2004 whereby Star Habitat Pvt. Ltd. was joined as Defendant No.10 in the proceedings of the said S.C. Suit No.2180 of 2004 and said Smt. Bibizer Shaikh Farid and others transferred and conveyed all the right, title and interest accrued to them in their capacity as the legal heirs and representatives of the said late Shri Shaikh Farid Shaikh Kalandar as also absolutely assigned and transferred the benefit of the hereinbefore recited Agreements and the Power of

Attorneys which were executed by the said deceased Shri Shaikh Farid Shaikh Kalander in favour of Mohamed Hussein Merchant, in favour of Star Habitat Pvt. Ltd. and assigned all the right, title and interest and/or authority to Star Habitat Pvt.Ltd. and its Directors to sell, transfer and convey the property described in the First Schedule hereunder written to the prospective buyers thereof for such consideration and upon such terms and conditions as Star Habitat Pvt. Ltd. may deem fit and also constituted and appointed Star Habitat Pvt. Ltd. and its Director, Mr. Tanveer Mohammed Hussein Merchant as the duly Constituted Attorney of said Smt. Bibizer Shaikh Farid and others in respect thereof. The said Consent Decree passed in the proceedings of the said suit No.2180 of 2004, was duly registered with the Sub-Registrar, at Borivli-I under receipt No. 1707 dated 7th March, 2006.

12. In the circumstances and in view of the said Registered Consent Decree, Mohammed Hussein Merchant and Star Habitat Pvt. Ltd., became absolutely entitled to the said property described in the First Schedule hereunder written.

13. In pursuance of the said Registered Consent Decree to operate as Conveyance, dated 19th March, 2005 and subsequent documents and receipts executed by and between the said Smt. Bibizer Shaikh Farid and others and Mr. Mohammed Hussein Merchant and Star Habitat Pvt. Ltd. in respect of the said property described in the First Schedule hereunder written Mr. Mohammed Hussein Merchant and Star Habitat Pvt. Ltd., paid to the said Smt. Bibizer Shaikh Farid and

others full and final payment in respect of the said property described in the First Schedule hereunder written and no amount of consideration and/or purchase price of whatsoever nature, has now remained to be paid by Mr. Mohammed Hussein Merchant and Star Habitat Pvt. Ltd. to Smt. Bibizer Shaikh Farid and others in respect of the said property described in the First Schedule hereunder written which include the said property described in the Second Schedule hereunder written.

14. The said entire property described in the First Schedule hereunder written was sub-divided under Order No. C/Office-7A/Sub-Division/SR/3496 dated 15th October, 2002, passed by the Collector, Bombay Suburban District read with further Order passed by the City Survey Officer, Goregaon, under No. Poisur./Consolidation/ Sub-Division/ MRN/41/03 dated 7th January, 2004, and gave fresh property cards bearing C.T.S.Nos.874/C/1 to 15 in aggregate admeasuring 1,18,224.8 Sq.mtrs. or thereabouts.

15. With a view to develop the entire property the Mohammed Hussein Merchant and Star Habitat Pvt. Ltd. obtained sanction of layout Scheme from the concerned Development Authorities sub-dividing the entire property into various plots as evident from the sanctioned layout scheme duly sanctioned by the concerned authorities under No.CHE/1722/LOR dated 19th August, 2005. The said sanctioned sub-divided Plot No.C-2, bearing Survey No.41 (P), 42-A (P), C.T.S.No.874/C8, admeasuring 10529.5 sq.mtrs. or

thereabout, is more particularly described in the Second Schedule hereunder written.

16. By Deed of Conveyance, dated 20th November, 2014, made by and between the said Smt. Bibizer Shaikh Farid and others being the Vendors No.1, Mr. Mohammed Hussein Merchant being the Vendor No.2, Star Habitat Pvt.Ltd. being the Vendor No.3 and Kashtamandup Developers Pvt.Ltd., our client, the Purchaser, the said Smt. Bibizer Shaikh Farid and others, Mr.Mohammed Hussein Merchant and Star Habitat Pvt. Ltd. sold, transferred and conveyed the property described in the Second Schedule thereunder and hereunder written alongwith the benefit of the following revised IODs and C.Cs obtained by

Bldg. No.	IOD No. /C.C. No.	IOD Date	C.C. Date
1	CHE/A-3859/BP(WS)/AR	17-10-2013	16-11-2013
2	CHE/A-3860/BP(WS)/AR	17-10-2013	16-11-2013

Mr. Mohammed Hussein Merchant and Star Habitat Pvt. Ltd. to Kashtamandup Developers Pvt. Ltd., our clients for the consideration and in the manner mentioned in the said Deed of Conveyance, dated 20th November, 2014. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances at Borivali under No.BRL-7/9401 dated, 20th November, 2014.

17. Simultaneously upon the execution and registration of the said Deed of Conveyance, dated 20th November, 2014, the said Smt. Bibizer Shaikh Farid and others, Mr. Mohammed Hussein Merchant, and Star Habitat Pvt. Ltd. also executed consequential Registered Irrevocable Power of Attorney, Declaration-Cum-Indemnity and Possession Letter in favour of Kashtamandup Developers Pvt. Ltd., our clients.

18. Pursuant to the said Registered Deed of Conveyance, dated 20th November, 2014, Kashtamandup Developers Pvt. Ltd., our clients, have agreed to provide Access and/or Right of Way to the said Smt. Bibizer Shaikh Farid and others, Mr. Mohammed Hussein Merchant and Star Habitat Pvt. Ltd. as and by way of means of Access and/or Right of Way to the property belonging to them which is adjoining to the property described in the Second Schedule hereunder written.

19. In the circumstances aforesaid, we do hereby certify that the title of our clients to the said property described in the Second Schedule hereunder written is clear, marketable and free from all encumbrances and reasonable doubts.

20. We further certify that our clients have accordingly full power and absolute authority to commence, continue and complete the development work of the said property described in the Second Schedule hereunder written and to sell, transfer and dispose of the residential flats, commercial premises and other units in the development of the said property described in the Second Schedule hereunder written to the prospective buyers thereof for such consideration and upon such terms and conditions

as our client may deem fit and to execute and register necessary Agreements in favour of such prospective buyers/allottees as prescribed under the provisions of Maharashtra Ownership Flats (Regulation on the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules framed thereunder from time to time.

**FIRST SCHEDULE OF THE PROPERTY ABOVE
REFERRED TO:**

All those pieces or parcels of land or ground situated, lying and being at the Revenue Village of Poisar Kandivli (East), Taluka Borivli in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and in the District of Mumbai Suburban bearing Survey No. 41 (Part), 42-A (Part), CTS No. 824 (Part), 874-B (Part), 874 (C), 874-D (Part) aggregating to 146565 sq. yards. equivalent to 122541.81 square meters or thereabouts and on sanction of layout sub-division bearing CTS No.874C/1 to 15 admeasuring about 118224.8 sq. mtrs.

**SECOND SCHEDULE OF THE PROEPRTY ABOVE
REFERRED TO:**

All that piece or parcel of land situated , lying and being at Revenue Village of Poisar, Kandivli (E), Taluka Borivli in the Registration District and Sub-district of Mumbai City and Mumbai Suburban and in the District of Mumbai Suburban bearing Survey No.

41 (P), 42 A(P) .C.T.S. No. 874 /C8 admeasuring 10529.5 sq.mtrs. or thereabout alongwith the authority and/or right to develop sell, transfer and dispose of the entire benefit of development and/or disposal of the potential FSI viz. base FSI , of 10,529.5 sq. mtrs. plus TDR of the following particulars :-

Sr.No.	DRC Certificate No.	Sq. mtrs.	Utilization Form No.
1	00485	1800.00	42843
2	00486	2420.50	42847
3	00509	1400.40	42844
4	00510	2215.30	42845
	Total DRC Area	7836.20	
	Balance Road area	601.44	
	FSI from the layout		
	Total	8437.64	

(Note : out of the above 7710.88 sq. mtrs. TDR already granted to Kashtamandup Developers Pvt. Ltd. vide the Development Agreement dated 2nd May, 2011)

Plus the general TDR of 882.5 sq. mtrs. from out of the DRC No.485 dated 8th June, 2005, Utilization Form No.42846 which the Purchaser shall be entitled to sell in the open market as mentioned hereinabove. Plus the further FSI potentialities of balcony, fungible FSI and/or any other past, present and future FSI as may be permissible under the D. C. Rules, Building Regulations or any other law or statute absolutely for ever but limited to the said plot area of 10529.5 sq. mtrs. together with the benefit of sanctioned plans, IODs and CCs as also the benefit of all the NOCs, approvals and/or permissions



that have been obtained by the Vendor No.1, Vendor No.2 and the Vendor No.3 from time to time for the development of the said property being CTS No.874 C8 to the extent of the said plot area of 10,529.5 sq. mtrs. or thereabouts and bounded as follows i.e. to say :-

On or towards the North : By land bearing City Survey No.874D/2

On or towards the South : By land bearing City Survey No.874C/10

On or towards the East : Partly by land bearing City Survey No.874 B/1 & party by land bearing No. 874C/9

On or towards the West : Partly by land bearing City Survey No.874 C/6 and Partly by land bearing City Survey No.874 C/7

DATED THIS 7th DAY OF JULY, 2017

For M/s Chitnis Vaithy & Co.



S.D.CHITNIS

Partner

Advocates & Solicitors for
Kashtamandup Developers Pvt. Ltd.