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Z VYOTATIFLE CERTIFICATE/CERTIFICATE ON TITLE-CHARISMA BUILDERS LIMITED-JAGASIA PROPERTY-07-11-2017.docx

CERTIFICATE - ON - TITLE

We have at the request of M/s. Charisma Builders Limited, having its office at 1st Floor, Kamal Kunj, Central Avenue Road, Chembur, Mumbai -400 071, investigated the title to the properties more particularly described in the First, Second Schedule and Third appended hereunder (hereinafter together referred to as "the said properties"), after causing to take searches in the offices of Sub-Registrar of Assurances, Mumbai.

i.

Under an Indenture of Lease, M/s. Sindhi Immigrants Co-operative Housing Limited (hereinafter referred to as "the said Society"), has given on a Lease, in perpetuity, to four persons, namely, (i) Late Mrs. Devakibai Thakurdas Jagasia, (ii) Mr. Harish Dayal Jagasia, (iii) Mr. Tikamdas Thakurdas Jagasia and (iv) Mr. Ram Thakurdas Jagasia, (hereinafter referred to as "the Assignors"), a property, viz., Plot No.10, admeasuring about 990.75 square yards or thereabout, bearing C.T.S. No.369, 369/1, 369/2 (alongwith a building comprising of four flats therein), situated at Sion-Trombay Road, Village Chembur, Taluka Kurla, Mumbai Suburban District, more particularly described in the First

Schedule thereunder written (hereinafter referred to as "the said First Property").

- By virtue thereof, the Assignors were seized and possessed of the said First Property.
- The Assignors were also seized and possessed of a vacant plot admeasuring about 135 square meters or thereabout on property bearing C.T.S.

 Nos.368 at Village Chembur, Taluka Kurla, Mumbai Suburban District situated in front of the said First Property, which plot is more particularly described in the Second Schedule thereunder written (hereinafter referred to as "the said Second Property").
- Property (which are adjoining to each other) and the said shares are hereinafter collectively be referred to as "the said properties".
- The said Society had issued four separate Share Certificates in the name of Mrs. Devikibai Thakurdas Jagasia, Mr. Harish Dayal Thakurdas Jagasia, Mr. Ram Thakurdas Jagasia and Mr. Tikamdas Thakurdas Jagasia, each of whom were holding 25% (Twenty-Five percent) share in the said properties.
- vi. The Assignors were having undivided share right, title and interest in the said properties,

including the said Building standing thereon as under:-

Sr. No.	Name/s of the Assignor/s	Share percentage
1	Mr. Ram Thakurdas Jagasia (1st Assignor)	25%
2	Mr. Harish Dayal Thakurdas Jagasia (2nd Assignor)	25%
3	(3a) Mrs. Ishwari Gurudas Jagasia, (3b) Ms. Durga Hemandas Vazirani (3c) Mr. Hari Hemandas Vazirani (3rd Assignors)	12.5%
4	Mrs. Devi Maganmal Vazirani, (4th Assignor)	12.5%
5	Mr. Tikamdas Thakurdas Jagasia (5th Assignor)	25%
	All Assignors	100%

vii. The Assignors were thus entitled to membership of the said Society, who have originally issued shares of Rs.100/- each, under their Share Certificates, more particularly described in the Third Schedule appended thereunder (hereinafter referred to as "the said Shares"), in their respective names.

viii. By a Development Agreement dated 30th August, 2005 (duly registered with the Office of the Sub-Registrar, Kurla-3, Mumbai, as Document No.BDR-3-5977/2005, under receipt No.5999 dated 30th August, 2005), executed between Mr. Ram Thakurdas Jagasia (therein referred to as the "Owner"), the 1st Assignor herein and Mr. Sudhir Vasu Shetty (therein referred to as the "Developer"), the Assignee herein, the 1st Assignor granted development

rights and also transferred and assigned right, title and interest in respect of the said properties, in favour of Mr. Sudhir Vasu Shetty, on terms and conditions more particularly recorded therein.

- August, 2005 (duly registered with the Office of the Sub-Registrar, Kurla-3, Mumbai, as Document No.BDR-3-5978/2005, under receipt No.6000 dated 30th August, 2005), the 1st Assignor appointed Mr. Sudhir Vasu Shetty and Mr. Pawan Sudhir Shetty, as his Constituted Attorney, with powers as more particularly contained therein.
- X. By a Development Agreement dated 7th December, 2010 (duly registered with the Office of the Sub-Registrar, Kurla No.3, Mumbai, as Document No.BDR 13-10803, under receipt No.10833 dated 7th December, 2010) executed between Mr. Harish Dayal Jagasia (therein referred to as the "Owner"), the 1st Assignor and Mr. Sudhir Vasu Shetty (therein referred to as the "Developer"), the Assignee herein, the 2nd Assignor granted development rights and also transferred and assigned right, title and interest in respect of the said properties in favour of Mr. Sudhir Vasu Shetty, on terms and conditions more particularly recorded therein.



- December, 2010 (duly registered with the Office of the Sub-Registrar, Kurla-3, Mumbai, as Document No.13-10804/2010, under receipt No.10834 dated 7th December, 2010), the 1st Assignor appointed Mr. Sudhir Vasu Shetty, as his Constituted Attorney, with powers as more particularly contained therein.
- By a Development Agreement dated 31st xii. December, 2005 (duly registered with the Office of the Sub-Registrar, Kurla-1, Mumbai, as Document No.BDR3-9100-4-2005, under receipt No.9142 dated 31st December, 2005) executed between Mrs. Ishwari Gurudas Jagasia, Ms. Durga Hemandas Vazirani and Mr. Hemandas Vazirani (therein referred to as the "Owners"), the 3rd Assignors and Mr. Sudhir Vasu Shetty (therein referred to as the "Developer"), the 3rd Assignors development rights and also transferred and assigned right, title and interest in respect of the said properties in favour of Mr. Sudhir Vasu Shetty, on terms and conditions more particularly recorded therein;
- xiii. By an Irrevocable Power of Attorney dated 30th December, 2005 (duly registered with the Office of the Sub-Registrar, Kurla-1, Mumbai, as Document No.BDR3-9101-2005, under receipt No.9143 dated 31st December, 2005), the 3rd Assignors appointed Mr. Sudhir Vasu Shetty and

Mr. Pawan Sudhir Shetty, as his Constituted Attorney, with powers as more particularly contained therein ;

xiv. By a Development Agreement dated 13th September, 2005, executed between Mrs. Devi Maganmal Vazirani (therein referred to as the "Owner"), the 4th Assignor herein and Mr. Sudhir Vasu Shetty (therein referred to as the "Developer"), the 4th Assignor granted development rights and also transferred and assigned right, title and interest in respect of the said properties in favour of Mr. Sudhir Vasu Shetty, on terms and conditions more particularly recorded therein;

By an Irrevocable Power of Attorney dated 13th XV. September, 2005 (duly registered with the Office of the Sub-Registrar (Paldi) Ahmedabad-4, Gujarat, as Document No.74, under receipt E No.3826572 dated 13th September, 2005), the 4th Assignor appointed Mr. Sudhir Vasu Shetty, as her Constituted Attorney, with powers as more particularly contained therein;

By a Development Agreement dated 21st xvi. February, 2005 (duly registered with the Office of the Sub-Registrar, Kurla-1, Mumbai, as Document No.BADAR3-1246-2005, under receipt No.111 dated 24th February, 2005) executed between Mr. Tikamdas Thakurdas Jagasia (therein referred to as the "Owner"), the 5th



Assignor and Mr. Sudhir Vasu Shetty (therein referred to as the "Developer"), the 5th Assignor granted development rights and also transferred and assigned right, title and interest in respect of the said properties in favour of Mr. Sudhir Vasu Shetty, on terms and conditions more particularly recorded therein;

November, 2010 (duly registered with the Office of the Sub-Registrar, Kurla-1, Mumbai, as Document No.BDR3-12953-2010, under receipt No.13085 dated 26th November, 2010), the 5th Assignor appointed Mr. Sudhir Vasu Shetty, as his Constituted Attorney, with powers as more particularly contained therein.

The Assignors thereafter agreed with M/s.

Charisma Builders Limited (Assignee), to grant in favour of the Assignee, an absolute Assignment in respect of the said properties and sale of the said shares together with the said building, "Kishan Niwas" for the balance residual term free from all encumbrances, in favour of the Assignee on account of various amounts of consideration received by them under all the abovereferred Development Agreements.

December, 2010 (duly registered with the Office of the Sub-Registrar, Kurla-1, Mumbai, as Document No.BADAR3-3195-2011), executed

between Mr. Ram Thakurdas Jagasia (First Assignor), Mr. Harish Dayal Jagasia (Second Assignor), Mrs. Ishwari Gurudas Jagasia (Third Assignor), Mrs. Devi Magamal Vizarani (Fourth Assignor), Mr. Tikamdas Thakurdas Jagasia (Fifth Assignor) (therein together referred to as the "Assignors"), the Assignors and M/s Charisma Builders Limited (therein referred to as the "Assignee"), the Assignors assigned and transferred unto M/s. Charisma Builders Limited, all their respective right, title and interest including their respective leasehold rights in the said 1st property, namely, Plot admeasuring about 990.75 square yards or thereabout equivalent to 828.70 square meters or thereabout bearing City Survey No.369, 369/1, 369/2 at Sion Trombay Road, Village Chembur, Taluka Kurla Mumbai Suburban District, more particularly described in the First Schedule thereunder and the said 2nd property namely, Plot of land admeasuring about 135 square meters, bearing City Survey Nos.368 at Sion Trombay Road, Village Chembur, Taluka Kurla Mumbai Suburban District, more particularly described in the Second Schedule thereunder written and sale of the shares, namely, issued by M/s. Sindhi Immigrants Co-operative Housing Society Limited, Sindhi Society, Chembur, Mumbai - 400 071, more particularly described in the Third Schedule thereunder written together with the ownership of all the structures/buildings standing thereon and known



as "Kishan Niwas", together with all the rights, privileges, benefits directly and/or indirectly attached to the said properties and structures standing thereon (hereinafter together referred to as "the said properties"), in favour of M/s Charisma Builders Limited, on terms and conditions more particularly recorded therein.

- xx. M/s. Charisma Builders Limited made an application to the said Society, viz., M/s. Sindhi Immigrants Co-operative Housing Society Limited, after which the said Society has transferred the shares in respect of the said properties in favour of M/s. Charisma Builders Limited.
- is now the lessee of the said properties and the sole owner of the building, viz., "Kishan Niwas", standing on the said properties and every part thereof and also the sole owner of the shares issued by the said Society.
- xxii. The said Society by a letter bearing Ref.
 No.SICHS/145/PC-10/11-12 dated 6th September,
 2011, granted NOC for sale of Plot No.10
 alongwith construction thereon in favour of M/s.
 Charisma Builders Limited.
- xxiii. The Property Record Cards in respect of the said properties now show endorsements in the name

of M/s. Charisma Builders Limited, as the Lessee of the said properties.

The search report in respect of the searches caused to be made in the offices of the Sub-Registrar of Assurances, Mumbai, in respect of the said properties, do not indicate any registered documents whereby any encumbrances of any nature have been created.

We therefore certify that the leasehold title of M/s. Charisma Builders Limited, to the said properties is marketable and free from encumbrances.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Plot of land admeasuring about 990.75 square yards or thereabout, equivalent to 828.70 square meters or thereabout, bearing City Survey No.369, 369/1, 369/2 at Sion Trombay Road, Village Chembur, Taluka Kurla, Mumbai Suburban District.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Plot of land admeasuring about 135 square meters, bearing City Survey Nos.368, at Sion Trombay Road, Village Chembur, Taluka Kurla, Mumbai Suburban District.

THE THIRD SCHEDULE ABOVE REFERRED TO:

 5 (Five) shares of Rs.100/- each, bearing Distinctive Nos.1851 to 1855 (both inclusive) comprised in Share Certificate No.220 dated 21st October, 1963 (Old Share Certificate bearing No.386), issued by the Sindhi Immigrants Co-operative Housing Society Limited, Sindhi Society, Chembur, Mumbai – 400 071, originally in the name of Mr.



Ram Thakurdas Jagasia, the 1st Assignor, now transferred in the name of M/s. Charisma Builders Limited.

- 5 (five) shares of Rs.100/- each, bearing Distinctive Nos.636 to 640 (both inclusive) under their Share Certificate No.193 dated 6th January, 1949, issued by the Sindhi Immigrants Cooperative Housing Society Limited, Sindhi Society, Chembur, Mumbai 400 071, originally in the name of Mr. Harish Dayal Jagasia, the 2nd Assignor, now transferred in the name of M/s. Charisma Builders Limited.
- iii. 5 (Five) shares of Rs.100/- each, bearing Distinctive Nos.786 to 790 (both inclusive) comprised in Share Certificate No.158 dated ______, issued by the Sindhi Immigrants Cooperative Housing Society Limited, Sindhi Society, Chembur, Mumbai 400 071, in the name of Mrs. Devkibai T. Jagasia, the predecessor of (3a) Mrs. Ishwari Gurudas Jagasia (3b) Mrs. Durga Hemandas Vazirani and Mr. Hari Hemandas Vazirani, the 3rd Assignors and (4a) Ms. Hiru Maganmal Vazirani and (4b) Mr. Kishore Maganmal Vazirani, originally in the name of the 4th Assignors, now transferred in the name of M/s. Charisma Builders Limited.
- iv. 5 (five) shares of Rs.100/- each, bearing Distinctive Nos.1916 to 1920 (both inclusive) under their Share Certificate No.371 dated 28th March, 2002 (Old Share Certificate bearing No.218), originally in the name of Mr. Tikamdas Thakurdas Jagasia, the 5th Assignor, now transferred in the name of M/s. Charisma Builders Limited.

Mumbai, Dated this 7th day of November, 2017.

Mahesh Menon & Co., Advocates & Notary.

Encl.: Search Report dated 12th October, 2017, issued by Mr. Dharmendra Kumar Jha, having address at T-337/6, Old Barrack, Chembur Colony, Chembur, Mumbai -400 074.