

ABHYANKAR AND COMPANY
ADVOCATES AND SOLICITORS
HIGH COURT, BOMBAY
118/10, Bunny Home, Sher-e-Punjab Society,
Mahakali Caves Road, Mumbai 400 093
Tel No. 022 - 28383874

CERTIFICATE OF TITLE
TO WHOMSOEVER IT MAY CONCERN

Under instructions from our client Harsh Developers and Infrastructure LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 under LLPIN AAK – 7698 and having its registered office at 1112-B, Matoshree Tower, Bai Padmabai Thakkar Road, Mahim, Mumbai 400 016, we investigated the title of Ashutosh Ashok Barve (hereinafter referred to as “the Owner”) to all that piece or parcel of land admeasuring 755 square yards i.e. 631.27 square meters and bearing Final Plot No. 119 of the Town Planning Scheme, Bombay City No. II (Mahim Area) (1st Variation) (Final) situate, lying and being at Lady Jamshedji Road, Mahim, Mumbai and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as “the Plot”) together with the building known as Guruprasad consisting of ground and three upper floors standing thereon (hereinafter referred to as “the Existing Building”), all of which the Plot and the Existing Building are hereinafter referred to as “the Property” and more particularly described in the Schedule hereunder written.

Our client has furnished to us the relevant Property Card, Search Report and also the documents as well as all the information called for.

We have perused the above Property Card, Search Report and other documents, and, from the same we observe as follows:-

1. By a Deed of Conveyance dated 9th June 1950 made between Pralhad Keshav Atre and Vanmala Powar (therein referred to as the Vendors) of the First Part, the Girgaum Co-operative Housing Society Limited (therein referred to as the Confirming Parties) of the Second Part and Shankar Dattatraya Barve and Mrs. Malati Shankar Barve (therein referred to as the Purchasers) of the Third Part and registered with the Sub-Registrar of Bombay under No. BOM/ 3260/ 1950 of Book No. 1, Pralhad Keshav Atre and Vanmala Powar with the confirmation of the Girgaum Co-operative Housing Society Limited granted, conveyed, sold and transferred to Shankar Dattatraya Barve and Mrs. Malati Shankar Barve as joint tenants all that piece or parcel of land admeasuring 611 square yards i.e. 510.874 square meters and bearing Cadastral Survey No. 648 (Part) of

ABHYANKAR AND COMPANY
ADVOCATES AND SOLICITORS
HIGH COURT, BOMBAY

118/10, Bunny Home, Sher-e-Punjab Society,
Mahakali Caves Road, Mumbai 400 093
Tel No. 022 - 28383874

Mahim Division situate, lying and being at Lady Jamshedji Road (Previously Gopi Tank Road), Mahim, Mumbai and within the Registration Sub-District of Bombay and in the Island City of Mumbai hereinafter referred to as "the First Original Land" together with the messuage, tenement or dwelling house standing thereon, all of which the First Original Land together with such messuage, tenement or dwelling house standing thereon are hereinafter referred to as "the First Original Property", for the consideration therein mentioned.

2. By another Deed of Conveyance dated 9th June 1950 made between Pralhad Keshav Atre and Vanmala Powar (therein referred to as the Vendors) of the First Part, the Girgaum Co-operative Housing Society Limited (therein referred to as the Confirming Parties) of the Second Part and Shankar Dattatraya Barve and Mrs. Malati Shankar Barve (therein referred to as the Purchasers) of the Third Part and registered with the Sub-Registrar of Bombay under No. BOM/ 3262/ 1950 of Book No. 1, Pralhad Keshav Atre and Vanmala Powar with the confirmation of the Girgaum Co-operative Housing Society Limited granted, conveyed, sold and transferred to Shankar Dattatraya Barve and Mrs. Malati Shankar Barve as joint tenants all that piece or parcel of land admeasuring 471 square yards i.e. 393.816 square meters and bearing Cadastral Survey No. 648 (Part) of Mahim Division situate, lying and being at Lady Jamshedji Road (Previously Gopi Tank Road), Mahim, Mumbai and within the Registration Sub-District of Bombay and in the Island City of Mumbai hereinafter referred to as "the Second Original Land", for the consideration therein mentioned.

3. Both the First Original Land and the Second Original Land formed part of a larger land bearing Cadastral Survey No. 648 of Mahim Division and the First Original Land and the Second Original Land were given Cadastral Survey Nos. 2B/ 648 and 2C/ 648 respectively of Mahim Division.

4. Shankar Dattatraya Barve and Mrs. Malati Shankar Barve carried out construction of premises on the First Original Land and the Second Original Land.

5. Shankar Dattatraya Barve died intestate at Mumbai on or about 23rd December 1959, and, the First Original Property, the Second Original Land and the premises constructed by him and Mrs. Malati Shankar Barve thereon, being held and possessed by them as joint tenants to the end and intent that upon the demise of either one of them the

ABHYANKAR AND COMPANY
ADVOCATES AND SOLICITORS
HIGH COURT, BOMBAY
118/10, Bunny Home, Sher-e-Punjab Society,
Mahakali Caves Road, Mumbai 400 093
Tel No. 022 - 28383874

same would belong to the survivor, upon the demise of Shankar Dattatraya Barve, Mrs. Malati Shankar Barve became solely entitled to the First Original Property, the Second Original Land and the premises constructed by Shankar Dattatraya Barve and Malati Shankar Barve thereon, as the owner thereof.

6. The Town Planning Scheme, Bombay City No. II (Mahim Area) (Principal) (Final) hereinafter referred to as "the Principal Town Planning Scheme" was sanctioned to take effect from 1st December 1969, and, under the Principal Town Planning Scheme, the First Original Land and the Second Original Land were reconstituted and the reconstituted plot viz., all that piece or parcel of land admeasuring 755 square yards i.e. 631.27 square meters and bearing Final Plot No. 119 of the Town Planning Scheme, Bombay City No. II (Mahim Area) (Principal) (Final) situate, lying and being at Lady Jamshedji Road, Mahim, Mumbai and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban hereinafter referred to as "the Principal Town Planning Scheme Land" was allotted in lieu of the First Original Land and the Second Original Land.

7. The Principal Town Planning Scheme was varied by the Town Planning Scheme, Bombay City No. II (Mahim Area) (1st Variation) (Final) hereinafter referred to as "the Varied Town Planning Scheme" and the Varied Town Planning Scheme was sanctioned to take effect from 1st April 1986, and, under the Varied Town Planning Scheme, the Principal Town Planning Scheme Land remained the same viz., all that piece or parcel of land admeasuring 755 square yards i.e. 631.27 square meters and bearing Final Plot No. 119 of the Town Planning Scheme, Bombay City No. II (Mahim Area) (1st Variation) (Final) situate, lying and being at Lady Jamshedji Road, Mahim, Mumbai and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban hereinafter referred to as "the Plot" and in pursuance of the Varied Town Planning Scheme, Mrs. Malati Shankar Barve became entitled to the Plot together with the building known as Guruprasad consisting of ground and three upper floors standing thereon (hereinafter referred to as "the Existing Building") as the owner thereof. The Plot together with the Existing Building are hereinafter collectively referred to as "the Property" and more particularly described in the Schedule hereunder written. A strip of land on the northern boundary of the Plot is going in the 20 feet passage, which is located in the plots bearing

ABHYANKAR AND COMPANY
ADVOCATES AND SOLICITORS
HIGH COURT, BOMBAY
118/10, Bunny Home, Sher-e-Punjab Society,
Mahakali Caves Road, Mumbai 400 093
Tel No. 022 - 28383874

FP Nos. 116, 117, 118 and 119, and, over which the owners of the plots bearing FP Nos. 116, 117, 118 and 119 have right of access.

8. In the meantime, Mrs. Malati Shankar Barve had mortgaged the Property to the Daxini Brahman Co-operative Bank Limited and created charge thereon in favour of the Daxini Brahman Co-operative Bank Limited as a security for the repayment of the sums of Rs.30,000/-, Rs.9000/- and Rs.20,000/- borrowed by her from the Daxini Brahman Co-operative Bank Limited and interest thereon, and, Deed of Mortgage dated 2nd July 1962, Deed of Second Mortgage dated 23rd July 1963 and Equitable Mortgage dated 20th June 1967 were executed respectively in this regard by Mrs. Malati Shankar Barve in favour of Daxini Brahman Co-operative Bank Limited. After the repayment of all the said borrowed amounts of Rs.30,000/-, Rs.9000/- and Rs.20,000/- with interest thereon as recorded in the hereinafter recited Indenture of Mortgage dated 28th April 1969, the Property was mortgaged to the Daxini Brahman Co-operative Bank Limited as a security for the repayment of the sum of Rs.30,000/- borrowed by her from the Daxini Brahman Co-operative Bank Limited and interest thereon, and, an Indenture of Mortgage dated 28th April 1969 was executed between Mrs. Malati Shankar Barve (therein referred to as the Mortgagor) of the First Part, Mrs. Malati Shankar Barve, Mrs. Shalaka Shrikant Pandit, Ashok Shankar Barve, Mrs. Rajani Jayant Vaidya, Mrs. Lilavati Arvind Dandekar, Madhav Shankar Barve and Snehalata Shankar Barve (therein referred to as the Parties of the Second Part) of the Second Part and the Daxini Brahman Co-operative Bank Limited (therein referred to as the Mortgagees) of the Third Part and registered with the Sub-Registrar of Bombay under No. 2254 of 1969, in this regard. Subsequently, Mrs. Malati Shankar Barve got sanctioned an overdraft facility of Rs.49,500/- from the North Kanara Goud Saraswat Brahmin Co-operative Bank Limited and the payment therefrom by the North Kanara Goud Saraswat Brahmin Co-operative Bank Limited to the Daxini Brahmin Co-operative Bank Limited of the outstanding borrowing of Mrs. Malati Shankar Barve from it along with interest on the security of the mortgage and charge of the said Property and, pursuant thereto the North Kanara Goud Saraswat Brahmin Co-operative Bank Limited made payment to the Daxini Brahmin Co-operative Bank Limited of the outstanding borrowed amount along with interest of Mrs. Malati Shankar Barve to the Daxini Brahmin Co-operative Bank Limited, and, an Indenture of Transfer

ABHYANKAR AND COMPANY
ADVOCATES AND SOLICITORS
HIGH COURT, BOMBAY
118/10, Bunny Home, Sher-e-Punjab Society,
Mahakali Caves Road, Mumbai 400 093
Tel No. 022 - 28383874

of Mortgage and Further Charge dated 23rd February 1971 was executed between the Daxini Brahmin Co-operative Bank Limited (therein referred to as the Transferors) of the First Part, Mrs. Malati Shankar Barve (therein referred to as the Mortgagor) of the Second Part, Mrs. Malati Shankar Barve, Mrs. Shalaka Shrikant Pandit, Ashok Shankar Barve, Mrs. Rajani Jayant Vaidya, Mrs. Lilavati Arvind Dandekar, Madhav Shankar Barve and Snehalata Shankar Barve (therein referred to as the Parties of the Second Part) of the Third Part and the North Kanara Goud Saraswat Brahmin Co-operative Bank Limited (therein referred to as the Bank) of the Fourth Part and registered with the Sub-Registrar of Bombay under No. BOM/ 618/ 1971, in this regard. Upon repayment of the entire outstanding borrowing of Mrs. Malati Shankar Barve from the North Kanara Goud Saraswat Brahmin Co-operative Bank Limited along with interest thereon, by a Deed of Reconveyance dated 6th August 2018 made between the NKGSB Co-operative Bank Limited (previously known as the North Kanara Goud Saraswat Co-operative Bank Limited) of the One Part and the Owner of the Other Part and registered with the Sub-Registrar, Mumbai City No. 2 under No. BBE2/ 9869/ 2018 on 6th August 2018, the NKGSB Co-operative Bank Limited reconveyed and released the Property from the mortgage as therein mentioned.

9. The Property was the subject matter of attachment by the Additional Collector Bombay (Income Tax) vide IT No. IIX/ D-II/ 1404 dated 25th June 1963 for Rs.11,927.39 ps., and, upon payment of the outstanding demand, the Tax Recovery Officer – 19, Mumbai by his letter bearing No. TRO – 19/ Release/ 2018-19 dated 31st July 2018 confirmed the payment of the outstanding demand and revoked the attachment of the Property with immediate effect.

10. There are 16 residential flats in the Existing Building, and, Mrs. Malati Shankar Barve's son Ashok Shankar Barve was in possession and occupation of Flat No. 3 admeasuring 388.23 square feet i.e. 36.06 square meters carpet area (inclusive of open balcony) on the first floor of the Existing Building and the remaining flats in the Existing Building were let out to various persons on monthly tenancy basis.

11. Save and except Flat No. 3 on the first floor of the Existing Building, which was in the possession and occupation of her son Ashok Shankar Barve and his family members, and, Flat No. 1 on the ground floor of the Existing Building together with the

ABHYANKAR AND COMPANY
ADVOCATES AND SOLICITORS
HIGH COURT, BOMBAY
118/10, Bunny Home, Sher-e-Punjab Society,
Mahakali Caves Road, Mumbai 400 093
Tel No. 022 - 28383874

open ground area appurtenant thereto, which was let out to Mrs. Sunila Ashok Barve, Mrs. Malati Shankar Barve agreed to sell the remaining 14 flats in the Existing Building to the tenants/ occupants thereof and entered into Agreements for Sale with these tenants/ occupants on the terms and conditions therein mentioned.

12. The purchasers of the said 14 Flats in the Existing Building and/or their transferees/ assignees, formed, incorporated and registered themselves into a Co-operative Housing Society viz., the Shree Guruprasad Co-operative Housing Society Limited (hereinafter referred to as "the Society") under No. MUM/W-GN/HSR/TC/ 8426/ 2004-05 dated 25/05/2004 and these purchasers and/or their transferees/ assignees became the members of the Society.

13. Mrs. Malati Shankar Barve died at Mumbai on or about 6th July 2007 leaving behind her Last Will and Testament dated 6th February 1994, whereunder she bequeathed the Property to her son Ashok Shankar Barve. Madhav Shankar Barve, the son of Mrs. Malati Shankar Barve, filed Petition No. 1003 of 2012 in the Bombay High Court in its Testamentary and Intestate Jurisdiction for Letters of Administration with the said Last Will and Testament dated 6th February 1994 annexed, and, the Bombay High Court granted Letters of Administration with the said Last Will and Testament dated 6th February 1994 annexed on 30th June 2015 to Madhav Shankar Barve limited unless and until the Original of the said Last Will and Testament dated 6th February 1994 was traced out.

14. In the circumstances, Ashok Shankar Barve became the owner of the Property subject to the tenant/ occupant of Flat No. 1 on the ground floor of the Existing Building along with the open ground area appurtenant thereto and also subject to the purchasers/ allottees of the 14 flats in the Existing Building agreed to be sold by Mrs. Malati Shankar Barve and/or their transferees/ assignees and the possession and occupation of Flat No. 1 in the Existing Building along with the open ground area appurtenant thereto by the tenant/ occupant thereof and the said 14 flats in the Existing Building by the purchasers/ allottees thereof and/or their transferees/ assignees as stated above.

15. Ashok Shankar Barve died at Mumbai on or about 8th May 2012 leaving his Last Will and Testament dated 21st July 2010, whereunder he bequeathed the Property to his son Ashutosh Ashok Barve (the Owner) and the Owner filed Petition No. 1785 of 2016

ABHYANKAR AND COMPANY
ADVOCATES AND SOLICITORS
HIGH COURT, BOMBAY

118/10, Bunny Home, Sher-e-Punjab Society,
Mahakali Caves Road, Mumbai 400 093
Tel No. 022 - 28383874

in the Bombay High Court in its Testamentary and Intestate Jurisdiction for Probate of the said Last Will and Testament dated 21st July 2010, and, the Bombay High Court granted Probate of the said Last Will and Testament dated 21st July 2010 to the Owner on 17th May 2017.

16. In the circumstances, the Owner became entitled to the ownership of the Property subject to the tenant/ occupant of Flat No. 1 on the ground floor of the Existing Building along with the open ground area appurtenant thereto and also subject to the purchasers/ allottees of the 14 flats in the Existing Building agreed to be sold by Mrs. Malati Shankar Barve and/or their transferees/ assignees and the possession and occupation of Flat No. 1 in the Existing Building along with the open ground area appurtenant thereto by the tenant/ occupant thereof and the remaining flats in the Existing Building by the purchasers/ allottees thereof and/or their transferees/ assignees. Mrs. Sunila Ashok Barve, the tenant/ occupant of Flat No. 1 in the Existing Building and the mother of the Owner, died at Mumbai on or about 10th September 2014, and, the Owner being the only member of her family residing with her at the time of her death, the tenancy in respect of the said Flat No.1 in the Existing Building along with the open ground area appurtenant thereto merged in the reversionary right of the Owner therein, and, the Owner became entitled to the said Flat No. 1 along with the open ground area appurtenant thereto. Accordingly, in the Existing Building, the Owner holds Flat No. 1 admeasuring 457.58 square feet i.e. 42.5 square meters carpet area on the ground floor of the Existing Building together with the open ground area admeasuring 1500 square feet i.e. 139.35 square meters appurtenant to Flat No.1 (*"the Owner's First Flat"*) and Flat No. 3 admeasuring 388 square feet i.e. 36.06 square meters carpet area (inclusive of open balcony) on the first floor of the Existing Building (hereinafter referred to as *"the Owner's Second Flat"*).

17. By a Development Agreement dated 30th August 2018 entered into between the Owner of the First Part, the Society of the Second Part and our client of the Third Part and registered with the Sub-Registrar, Mumbai City No.3 under No. BBE3/7557/2018 on 30th August 2018, the Owner with the confirmation of the Society granted development rights to our client and the Society confirmed the grant of the development rights by the Owner to our client for the redevelopment of the Property, for the consideration and under and subject to the terms and conditions therein mentioned.

ABHYANKAR AND COMPANY
ADVOCATES AND SOLICITORS
HIGH COURT, BOMBAY
118/10, Bunny Home, Sher-e-Punjab Society,
Mahakali Caves Road, Mumbai 400 093
Tel No. 022 - 28383874

18. Simultaneously, with the execution of the Development Agreement dated 30th August 2018, the Owner and the Society executed a Power of Attorney dated 30th August 2018 in favour of our client and its partners Harsh Suresh Gupta, Mrs. Rita Suresh Gupta, Ramesh Shyamlal Gupta and Mrs. Rakhee Ramesh Gupta authorizing them to do various acts, deeds, matters and things for the redevelopment of the Property. This Power of Attorney has been registered with the Sub-Registrar, Mumbai City No.3 under No. BBE3/7558/2018 on 30th August 2018.

19. Our client has informed us that it will be carrying out the redevelopment of the Property by demolishing the Existing Building and carrying out the construction of the New Building on the Plot in keeping with the applicable Development Control Regulations and other applicable rules, regulations and law and also will be applying for and obtaining all the approvals, sanctions, no objections, certificates, letters of intent etc., for commencing, carrying out and completing the said redevelopment and construction work.

20. From the above, we certify that subject to what is stated hereinabove, the Owner owns the Plot and his title as such owner is clear and marketable and free from encumbrances, and, pursuant to and in accordance with the development rights granted by the Owner, with the confirmation of the Society, to our client, vide the Development Agreement dated 30th August 2018, our client Harsh Developers and Infrastructure LLP is entitled to redevelop the Property and construct new building on the Plot according to the Development Agreement dated 30th August 2018. Our client is required to fully comply with the provisions of the Development Control Regulations, Building Regulations and other applicable laws as well as the provisions of the Intimations of Disapproval (IOD), Commencement Certificate and other approvals, permissions, no objections, certificates etc., in carrying out the redevelopment scheme and the construction of the new building on the Plot.

THE SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land admeasuring 755 square yards i.e. 631.27 square meters and bearing Final Plot No. 119 of the Town Planning Scheme, Bombay City No. 11 (Mahim Area) (1st Variation) (Final) situate, lying and being at Lady Jamshedji Road, Mahim, Mumbai and within the Registration District and Sub-District of Mumbai City

Y. S. ABHYANKAR.
B.COM. L.L.M.

ABHYANKAR AND COMPANY
ADVOCATES AND SOLICITORS
HIGH COURT, BOMBAY
118/10, Bunny Home, Sher-e-Punjab Society,
Mahakali Caves Road, Mumbai 400 093
Tel No. 022 - 28383874

and Mumbai Suburban together with the building known as Guruprasad consisting of ground and three upper floors standing thereon and bounded as follows:-

On or towards the North:-	By F. P. No. 116;
On or towards the East:-	By F. P. Nos. 118 and 120;
On or towards the West:-	By 9.14 meters wide road;
On or towards the South:-	By Lt. Prakash Narayan Kotnis Marg

Dated this 15th day of October 2018

At Mumbai

Yours faithfully,

Messrs. Abhyankar and Company,



Proprietor
Advocates and Solicitors