

Manoj Bhatt

ADVOCATE

Mumbai Office & Correspondence Add: Office No. 2, Surti Chamber, 1st Floor, Building No. 12, 2nd Dhobitalao Lane, Off. J.S.S. Road, Mumbai 400 002.
Tel: 22059531 Telefax: 22059532 Mob: 9821075630

Ghatkopar Off: 29/Sindhubaug 'A', "Happy Life 'A' Co-Op. Housing Society Ltd.", Tilak Road, Ghatkopar (East), Mumbai 400077.
Tel: (O) 21027247 (R) 25011246

e-mail: advmanojbhatt@yahoo.com / manoj@bhattandbhatt.com

TITLE CERTIFICATE

I have persuaded the document in respect of the property of the Society viz. **VISHAL PANT NAGAR CO-OPERATIVE HOUSING SOCIETY LTD.**, Building No. 126 viz. Development Agreement alongwith various other title deeds and other documents in respect of the property etc. and after perusing the same, I hereby submitting my Certificate as under:-

THIS IT TO CERTIFY THAT:

- (A) The Society is registered under the Maharashtra Co-operative Societies Act, 1960 under **Registration No. BOM/HSR/ 3693 of 1972** dated 31/07/1972 known as "Vishal Pant Nagar Co-operative Housing Society Ltd." The Society is the owner of the larger plot comprising of various plots of land which includes 15 buildings and 2 pump rooms and one society office No. 105/3159 situated at Pant Nagar, Ghatkopar (E), Mumbai 400 075. The various plots of land including said 15 buildings thereon are hereinafter collectively referred to as **"the said larger Property"**.
- (B) Various members occupying Building No. 126 situated on the said larger property i.e. Plot of Building No 126 bearing CTS No. 5662(part) and Survey No 236-A at Pant Nagar, Ghatkopar (E), Mumbai 400 075. The building No.126 comprises of ground and three upper floors in all having 16 (Sixteen) residential flats, the portion of the said larger property with building No.126 standing thereon is hereinafter referred to as **"the said property"**.
- (C) The Maharashtra Housing and Area Development Authority under an Indenture of Lease executed on 24th November 1975 leased out the property in favour of the Society. The said document is registered with the Sub-Registrar of Assurances under Registration No. S-1420 on 10-5-1976 and also under a Deed of Sale entered into between the Maharashtra Housing and Area Development Authority with the Society dated 24th November, 1975 registered on 10-5-1976 bearing registration No S-1422 of 1976 conveyed in favour of the Society the building No.126 standing on CTS No.5662(part) alongwith the land viz. piece and parcel of land admeasuring about 548.22 sq. meters and Building No.126 having 16 tenements occupied by 16 members of the Society in favour of the Society.
- (D) **VISHAL PANTNAGAT CO-OPERATIVE HOUSING SOCIETY LIMITED** alongwith its members have by and under a Development Agreement Dated 23rd November, 2011

msd

registered with Registrar of Sub-Assurances Kurla bearing Registration No. BDR-3/2305/2012 have entrusted the Development rights in favor of M/S. Swastik Ventures for re-development of the said property of the Society i.e. Building No.126 and land underneath on the terms and conditions as more particularly stated in the said Development Agreement. M/s. Swastik Ventures was therefore authorized to re-develop the said Property by demolishing the existing building structure of the Society. Deed of rectification dated 17th March 2012 registered with Registrar of Sub-Assurances Kurla bearing Registration No BDR-3/3225/2012 and General Power of Attorney dated 7th April 2012 registered with Registrar of Sub-Assurances Kurla bearing Registration No. BDR-3/3226-2012.

- (E) Pursuant to the terms of the said Development Agreement, Deed of Rectification and Power of Attorney, the said Developers M/s. Swastik Ventures have obtained IOD and also entered into Individual agreement for Providing Permanent Alternate Accommodation Agreement with all the Members building No. 126. As per the agreed terms of the said Development agreement the Developers M/s. Swastik Ventures were required to complete the Development within the time framed as per the terms of the Development Agreement. However, due to delay on the part of the Developers for obtaining necessary permissions and commencing and carrying on the work, the said Developers M/s. Swastik Ventures, the Society and all its members by mutual consent cancelled the said Development agreement, Deed of Rectification and Power of Attorney by executing a Deed of Cancellation dated 22nd March, 2018. The said Deed of cancellation is duly registered with Sub-Registrar of Assurances bearing Registration No.KRL-1-4806-2018.
- (F) After cancellation of the said documents with the said Swastik Ventures the Society viz. VISHAL PANT NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED alongwith its members of Building No. 126 have appointed new Developer viz. M/s. J.R. Properties LLP as the Developer for development of the Building of the Society, under a Development Agreement Dated 23rd March, 2018 registered with Registrar of Sub-Assurances Kurla bearing Registration No. KRL-1-4810-2018 and have entrusted the Development rights in favor of said M/s. J.R. Properties LLP for re-development of the said property of the Society i.e. Building No.126 and land underneath on the terms and conditions as more particularly stated in the said Development Agreement. M/s. J.R. Properties LLP is therefore authorized to further re-develop the said Property.

- (G) Pursuant to the terms of the said Development Agreement, the Society has also executed a General Power of Attorney dated 21/04/2018 in favour Mr. Ramji Dayalal Gala and/or Mr. Jayesh Ramji Gala partners of M/s. J.R. Properties LLP thereby given various powers to them for the development of the Property as specifically mentioned in the said Power of Attorney. The said Power of Attorney has been registered with Registrar of Sub-Assurances Kurla bearing Registration No. KRL-1-4811-2018.
- (H) All Individual Agreements for providing Permanent Alternate Accommodation executed between Swastik Venture and 16 members of Building No. 126 of the Society have also been cancelled by executing 16 separate Deed of Cancellation.
- (I) I have caused searches to be taken in the office of the Sub-Registrar of Assurances at Mumbai , Kurla-1 to Kurla-4 and Bandra for the period from 1984 to 2013 through Search Clerk, Shri Pradeep Waghmare. On the perusal of the said Search Report, I find that the said property is not subject to any lien, mortgage, lease and encumbrances of any nature whatsoever.
- (J) I have also caused public notices to be inserted in (1) Active Times -Mumbai, Mumbai Lakshadip- Mumbai and Janmabhoomi- Mumbai, all dated 17/2/2018 inviting claims from the public in respect of the said Society's property. I have not received any objection and/or claim of any nature whatsoever in response to the said public notice.
- (K) In view of what is stated hereinabove, the Society viz. VISHAL PANTNAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED, are the absolute Owners of the said property viz. Building No.126 and title of the said property is clear and marketable and free from all encumbrance and the said Developers M/s. J.R. Properties LLP is entitled to develop the said property on the terms and conditions mentioned in the said Development agreement dated 23rd March, 2018 and the Power of Attorney dated 21/4/2018.

THE SCHEDULE OF THE PROPERTY

All the piece and parcel of land situate lying and being at Building No. 126, Pant Nagar, Ghatkopar(East), Mumbai - 400

MB

075 Village Ghatkopar Kirol, Taluka Kurla in the Registration District of Mumbai Suburban District admeasuring about 548.22 sq. mtrs as per Lease Deed and about 612.25 sq.mtrs as per MHADA area Certificate and forming part of C.T.S. No. 5662(pt) TPS III -Ghatkopar at Pant Nagar, Ghatkopar(East), Mumbai - 400 075.

Building No 126

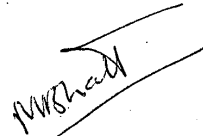
On or towards East : Building No 107

On or towards West : 40 Ft wide road

On or towards North : RCC Tank and Pump House

On or towards South : Building No 125

Dated this 30th day of May, 2018


MANOJ BHATT
ADVOCATE