

Ref .No. H/2337/Title/01/2020

TITLE CERTIFICATE

Re: ALL THAT piece or parcel of land or ground bearing Survey No. 42A/1, Hissa No.8, now bearing CTS No. 497 of Village Gundavli, Taluka-Andheri, Mumbai Suburban District, admeasuring 1573 Square Yards equivalent to 1315 Square Meters or thereabouts as per title documents and now as per revenue record of Plot Register Card admeasuring 1,255.10 Square Meters or thereabouts, situated at Old Police Lane, Andheri (East), Mumbai 400 069.

- 1. We are informed that at all times prior to 1964, one Nazreth Manuel Fernandes was absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land or ground bearing Survey No. 42A/1, Hissa No.8, now bearing CTS No. 497 of Village Gundavli, Taluka Andheri, Mumbai Suburban District, admeasuring 1573 Square Yards equivalent to 1315 Square Meters or thereabouts and now as per revenue record of Plot Register Card admeasuring 1,255.10 Square Meters or thereabouts, and lying, being and situate at Old Police Lane, Andheri (East), Mumbai 400 069 (hereinafter referred to as "the said Plot").
- 2. By an Indenture of Conveyance dated 2nd January, 1964, registered with the Sub-Registrar of Assurances at Bandra, Mumbai, under Serial No. BND/10/1964, made between the said Nazreth Manuel Fernandes, therein called the Vendor of the First Part, Ravindra Huna Dhake, therein called the Confirming Party of the Second Part and Sultan Ismail Semy, therein called the Purchaser of the Third Part, the said Nazreth Manuel Fernandes, with the consent and confirmation of the said Confirming Party named therein, sold, transferred and conveyed the said Plot unto and in favour of the said Sultan Ismail Semy, at or for the consideration and on the terms and conditions more particularly stated therein



- 3. It is recorded in the Indenture of Conveyance dated 10nd January, 1969 which is referred to hereinafter, that the consideration money paid to the said Nazreth Manuel Fernandes under the afore said Indenture of Conveyance dated 2nd January, 1964, was paid out of the moneys jointly belonging to the said Sultan Ismail Semy, Akbar Ismail Semy, Smt. Baid Dhanjibhai Chhaganlal and Smt. Naseem daughter of Esmail Meherchand, but for the sake of convenience and expediency the said Conveyance dated 2nd January, 1964 was taken in the sole name of the said Sultan Ismail Semy and in the circumstances the said Sultan Ismail Semy held the said Plot jointly for himself and for the said Akbar Ismail Semy, Smt. Baid Dhanjibhai Chhaganlal and Smt. Naseem daughter of Esmail Meherchand, as tenants in common in equal moiety.
- By an Indenture of Conveyance dated 10nd January, 1969, registered with the 4. Sub-Registrar of Assurances at Mumbai, under Serial No. BOM/R/189/1969, made between the said Sultan Ismail Semy, Akbar Ismail Semy, Smt. Baid Dhanjibhai Chhaganlal and Smt. Naseem daughter of Esmail Meherchand, therein called the Vendors of the First Part, Bellampalli Seetharam Shetty and Tuljo Ghumanmal Sirnani, therein called the First Confirming Parties of the Second Part, Khush Mohmmed Gouri, therein called the Second Confirming Party of the Third Part, Sureshchandra Yadhavrao Janve, Ramchandra Gajanan Joshi and Gordhandas Mayaram Bhatia, therein called the Third Confirming Parties of the Fourth Part, and Jeevandham Co-operative Housing Society Limited, therein called the Purchaser of the Fifth Part, the said Sultan Ismail Semy, Akbar Ismail Semy, Smt. Baid Dhanjibhai Chhaganlal and Smt. Naseem daughter of Esmail Meherchand, with the consent and confirmation of the said First Confirming Parties, the Second Confirming Party and the Third Confirming Parties named therein, sold, transferred and conveyed the said Plot unto and in favour of Jeevandham Co-operative Housing Society Limited, at or for the consideration and on the terms and conditions more particularly stated therein.



- 5. By an Indenture of Mortgage dated 10nd January, 1969, registered with the Sub-Registrar of Assurances at Mumbai, under Serial No. BOM/R/190/1969, made between Jeevandham Co-operative Housing Society Limited, therein referred to as the Mortgagor and the Life Insurance Corporation of India, therein referred to as the Mortgagee, Jeevandham Co-operative Housing Society Limited mortgaged the said Plot with the Life Insurance Corporation of India, in consideration of Rs.3,66,024/- agreed to be lent and advanced by the Life Insurance Corporation of India to Jeevandham Co-operative Housing Society Limited, on the terms and conditions more particularly stated therein.
- 6. By a Receipt dated 17th May, 1971, registered with the Sub-Registrar of Assurances at Mumbai, under Serial No. BOM/R/2192 of 1971, Jeevandham Co-operative Housing Society Limited acknowledged the receipt of the total sum of Rs.3,65,544/- from the Life Insurance Corporation of India, under the said Indenture of Mortgage dated 10th January, 1969, as more particularly stated therein.
- 7. Upon Jeevandham Co-operative Housing Society Limited duly repaying the entire debt under the said Indenture of Mortgage dated 10th January, 1969, by a Deed of Re-conveyance dated 9th August, 2007, registered with the Sub-Registrar of Assurances at Andheri-3, Mumbai, under Serial No. BDR-9/7879/2007, the Life Insurance Corporation of India released the mortgage on the said Plot and the building and structures standing thereon and re-conveyed the same to Jeevandham Co-operative Housing Society Limited, as more particularly stated therein.
- 8. Upon the instructions of Jeevandham Co-operative Housing Society Limited, we have caused to investigate the title to the said Plot by perusing the aforesaid title documents, revenue records and also by causing to take search in the office of the Sub-Registrar of Assurances at Mumbai and Bandra, for the years 1950 to January, 2020 and also online search on the official website





of the Inspector General of Registration, Maharashtra State, for Mumbai City and Mumbai Suburban District for the period from 2002 to January, 2020, through our Search Clerk Mr. Sandeep A. Shedge, who has submitted his Search Report dated 6th March, 2020. We have relied on the said Search Report, after assuming the same to be true, accurate and not misleading. We have also caused to issue Public Notices in local Newspapers viz. Free Press Journal in English language and Navshakti in Marathi language on 13th February 2020. We have not received any claim or objection in response to the said Public Notices issued in the News Papers. However, the search conducted at the office of the Sub-Registrar at Mumbai and Bandra are subject to the availability of records and also to records being torn and mutilated. We, therefore, disclaim any responsibility for the consequences which may arise on account of non availability of records or on account of records being torn and mutilated. We also disclaim any responsibility for the consequences which may arise on account of non-availability of records or on account of records being not being uploaded or improperly uploaded on the official Website of the Department of Registration & Stamps, Government of Maharashtra.

Accordingly, subject to the aforesaid, in our opinion, the title of Jeevandham
 Co-operative Housing Society Limited to the above Plot is clear, marketable and free from all encumbrances.

Dated this 6th day of March, 2020

For M/s. Mehta & Co. Advocates & Solicitors

(H. C. MEHTA)

Proprietor