

**Satish P. Nagvenkar**

B.A. (Hons) LL. M.

Advocate High Court, Mumbai

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*By Regd. A.D./Speed-post/U.P.C./Hand-Delivery/Courier/Dispatch/Office/Client/s' Copy*

**=:TITLE REPORT-CUM-CERTIFICATE:=**

**RE:=** ALL THAT PIECE AND PARCEL of land and ground, situate, lying and being at Village Pahadi, Taluka Borivall, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District, admeasuring 629.5 square meters and bearing Plot No. 114, out of Survey No. 18 (Pt.), Hissa No. Nil, corresponding to CTS No. 208, and together with the residential building standing thereon, known as "Rasik Apartment", comprising of Ground + 3 and 4<sup>th</sup> (Part) Upper Floors, which is duly assessed for the Municipal Taxes by the Assessor and Collector of the Assessment and Collection Department of the Municipal Corporation of Greater Mumbai and falling within the jurisdiction and/or the limits of P-South Ward Office.

1. THAT it is seen from the Revenue Records and/or from the Extracts of the Ruled Card/Extract of the Property Register Card that one Shri Kitishchandra Datt, at all the relevant and material time, was shown as the owner of the property being ALL THAT PIECE AND PARCEL of land and ground situate, lying and being at Village: Pahadi, Taluka: Borivali, and bearing Plot No. 114, out of and being part of Survey No. 18 [Part], of a scheme known as "PEOPLES OWN HOUSING COLONY", admeasuring about 751 square yards or 629.5 square meters, and the same is more particularly described in the SCHEDULE hereunder written and hereinafter for brevity's sake referred to as "the said property". Upon the demise of the said Mr.



Kitishchandra Datt, his daughter, Smt. Komala Saha, claimed to be his only heir and legal representative to inherit and/or to succeed to the said property.

2. THAT by an Agreement for Sale dated 16/08/1971, hereinafter for the sake of convenience referred to as "the said Agreement for Sale", in respect of the said property, made and entered into at Bombay between the said Smt. Komala Saha, therein called as "the Vendor of the One Part" and one Mr. Sant Prakash Singh, a Builder/Developer/Promoter, therein called as "the Purchaser of the Other Part", the said Smt. Komala Saha has there-under agreed to sell, assign, assure, transfer and in turn to convey the said property unto and in favour of the said Mr. Sant Prakash Singh and/or to his nominee or nominees as the case may be, for valuable consideration and upon the terms and conditions as more particularly set out therein.
  
3. THAT vide the said Agreement for Sale, the said Smt. Komala Saha has interalia there-under allowed and permitted the said Mr. Sant Prakash Singh to develop the said property by constructing thereon the then proposed building, now known as "Rasik Apartment", and during the pendency of the said Agreement for Sale and/or pending the sale and transfer of the said property together with the said then proposed building unto and in his favour and ultimately to the Co-operative Housing Society, to be formed amongst the then prospective flat purchasers therein, the said Smt. Komala Saha, vide the said Agreement for Sale, has further allowed and permitted the said Mr. Sant Prakash Singh to sell and to transfer the flat/s in the said then proposed building, the said Rasik Apartment to the then prospective flat purchaser/s under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, hereinafter for the sake of convenience referred to



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as "the said MOFA" and the Rules made there-under and in the manner as provided thereat.

4. **THAT GOREGAON RASIK CO-OPERATIVE HOUSING SOCIETY LTD.**, a Co-operative Housing Society, came to be duly formed and registered under the provisions of the Maharashtra Co-Operative Housing Societies Act, 1960 and the Rules made there-under, vide Registration under Serial No. BOM/HSG/4862 of 1976-77 dated 23/02/1977, hereinafter referred to as "the said Society". The said Society was formed amongst the purchasers of the Flats in the said Rasik Apartment, which comprised of Ground + 3 and 4<sup>th</sup> (Part) Upper Floors, duly constructed on the said property by the said Mr. Sant Prakash Singh.
5. **THAT** by virtue of the provisions of the said MOFA and the Rules made there-under, the said Mr. Sant Prakash Singh, the Builder/Developer/Promoter, Sole Proprietor of M/s. Sunil Builders, was required to execute a Deed of Conveyance in respect of the said property together with the said Rasik Apartment thereon, unto and in favour of the said Society and/or to cause the said Smt. Komala Saha to execute the conveyance thereof together with the said Rasik Apartment in favour of the said Society in discharge of his statutory obligations under the said MOFA, so also in discharge of his contractual obligations under the diverse Agreements entered into by him with the then Flat Purchasers, being amongst the Members of the said Society. The said Builder/Developer/Promoter has failed to execute the requisite Deed of Conveyance and/or to cause the execution thereof in respect of the said property together with the said Rasik Apartment in favour of the said Society and within a period of four months of

the registration of the said Society and as provided under Section 11 of MOFA read with Rule 9 thereof.

6. THAT the said Society thereafter issued a Legal Notice dated 13/04/2011 through its Advocate and called upon the said Builder/Developer/Promoter/Owner and their respective heirs and legal representatives to execute a Deed of Conveyance in respect of the said property together with the said Rasik Apartment in its favour. Neither the said Builder/Developer/Promoter/Owner responded to the said Legal Notice nor did they take any steps to execute any such Deed of Conveyance as demanded.
7. THAT the said Society vide its Resolution dated 30/01/2011, passed in its Annual General Meeting, inter alia resolved that the said Society to proceed to obtain a deemed Conveyance from the Competent Authority, in view of the insertion of Section 5A of MOFA. The said Society, therefore, made Application dated 03/05/2011 under Section 5A of MOFA to the Competent Authority viz. before the District Deputy Registrar of Co-operative Societies, Mumbai City-3, under the provisions of Sub-Section (3) of Section 11 of the said MOFA as prescribed in Rule 12 in Form-VII appended to the said Rules along with the necessary documents to substantiate its claim to obtain and /or for the issuance of the Certificate of Entitlement to the said Society to have an Unilateral Deemed Conveyance executed in its favour and then to have it registered.
8. THAT the said Society has accordingly applied for an Unilateral Deemed Conveyance before the Competent Authority, who after scrutinizing its said Application, issued Notices to the said Builder/Developer/Promoter/Owner and to their respective heirs and legal representatives at their last known addresses to show cause why deemed Conveyance Order should not be issued in favour of the said Society in respect of the said property together with the said Rasik Apartment thereon.



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Neither the said Builder/Developer/Promoter/Owner nor their heirs or legal representatives appeared in the proceedings nor did they make any commitment of complying with the said statutory obligations in conveying the said property together with the said Rasik Apartment to the said Society.

9. **THAT** the Competent Authority, being satisfied, issued Order-cum-Certificate bearing No. DDR-3/Mum./deemed conveyance/38 of 2011/6832/11, dated 30/12/2011, certifying that the said Society is entitled to the Deed of Unilateral Conveyance of the said property together with the said Rasik Apartment and also to have it registered as provided under the Registration Act, 1908 and with directions to the said Society to submit the duly certified copy of the Deed of Conveyance to the Competent Authority within two months of its registration by it.
10. **THAT** pursuant to the said Certificate dated 30/12/2011, issued by the Competent Authority in favour of the said Society, the Competent Authority, through District Deputy Registrar, Co-operative Housing Societies, Mumbai City (3), on 30/12/2011, executed a Deed of Conveyance for and on behalf of Shri Kitishchandra Datt (Land Owner), through the Competent Authority, therein referred to as "the Vendor/Competent Authority" of the First Part, Smt. Komala Saha, being the legal heir of the said late Shri Kitishchandra Datt (Land Owner), also through the Builder/Developer/Promoter/Competent Authority, therein referred to as "the Confirming Party" of the Second Part, the said M/s. Sunil Builders and its legal heirs, executors and assignees of the Third Part and the said Society therein referred to as "the Purchaser" of the Fourth Part, the Competent Authority, in discharge of the statutory obligations of the Builder/Developer/Promoter/

Owner, did there-under sold, assigned, assured, transferred and in turn conveyed the said property together with the said Rasik Apartment thereon, as more particularly described in the First Schedule thereunder written, being the said property together with the said Rasik Apartment thereon, also as more particularly described in the Schedule hereunder written, unto and in favour of the said Society in the manner and upon the terms and conditions as provided there-under. The said Deed of Conveyance was duly registered with the Office of the Sub-Registrar, Borivali-V, under Serial No. BDR-5/1760/2012.

11. THAT pursuant to the said Deed of Conveyance, executed by the Competent Authority in favour of the said Society in exercise of the powers under Section 5A of the MOFA, the said Society became the sole and absolute owner of the said property together with the said Rasik Apartment. The said Society has applied to the Revenue Authorities for mutating the Revenue Records, viz. 7/12 Extract and the other Village Records as maintained by it in respect of the said property and the area thereof unto and in its name vide its Application dated 01/01/2014. The Revenue Authorities, vide Mutation Entry bearing No. 2108, mutated the name of the said Society in the column of "Holder/Kabjedar" by deleting the name of the said erstwhile owner, the said Kitishchandra Datt (Datta). Similarly, the said Society has applied to the City Survey Office for inserting its name in the column of "Navin Dharak" in respect of the said CTS No. 208, which corresponds to the said property and the same was allowed.
12. THAT the said Society has produced before me the copies of the Search Reports caused to be taken by it in respect of the said property, including the Search Report dated 11/12/2014, being the searches caused to be taken by it from the Offices of the Sub-Registrar of Assurances. In the said Search Report, I have not come across any registered entry and/or registered document in respect of the said property, save and except the



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registration of the aforesaid Deed of Conveyance/Unilateral Deemed Conveyance in favour of the said Society. In the course of the investigation, I have also gone through the land records/the Extracts of the Property Registered Cards/Ruled Cards in respect of the said property as described in the Schedule hereunder written.


13. THAT I have given the Public Notice/s dated 14/02/2014 in two local Newspapers, one in English, i.e. "Free Press Journal", Mumbai Edition, and the other, in the Marathi Newspaper, "Nav-Shakti", both duly published, while investigating the title of the said Society. I have not received any objection/s in respect of the said property or in respect of any part or portion thereof or otherwise in whatsoever manner from any member/s of the Public either objecting to the right, title or interest of the said Society and/or objecting to the development/redevelopment thereof by it.
14. THAT in my opinion, I certify that by virtue of the aforesaid registered Deed of Conveyance dated 30/12/2011 in respect of the said property in favour of the said Society, being **ALL THAT PIECE AND PARCEL** of land and ground, situate, lying and being at Village Pahadi, Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District, admeasuring 629.5 square meters and bearing Plot No. 114, out of Survey No. 18 (Pt.), Hissa No. Nil, corresponding to CTS No. 208, and together with the residential building standing thereon, known as "Rasik Apartment", comprising of Ground + 3 and 4<sup>th</sup> (Part) Upper Floors, and falling within the jurisdiction and/or the limits of P-South Ward Office, the said Goregaon Rasik Co-operative Housing Society Ltd., is now the sole and absolute owner of the said property as described in

the Schedule hereunder written and is having a free, clear and marketable title thereto, being free from the encumbrances and all reasonable doubts.

**=:THE SCHEDULE ABOVE REFERRED TO:=**  
**[the said property as referred to above]**

ALL THAT PIECE AND PARCEL of land and ground, situate, lying and being at Village Pahadi, Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District, admeasuring 629.5 square meters and bearing Plot No. 114, out of Survey No. 18 (Pt.), Hissa No. Nil, corresponding to CTS No. 208, and together with the residential building standing thereon, known as "Rasik Apartment", comprising of Ground + 3 and 4<sup>th</sup> (Part) Upper Floors, and falling within the jurisdiction and/or the limits of P-South Ward Office,

Mumbai, dated this 20<sup>th</sup> day of DECEMBER 2014.

  
SATISH P. NAGVENKAR  
Advocate, High Court.