

Vijay N. Vora

B.Sc.L.L.B

Advocate High Court

207, Lalji Shopping Center,
Near Ganesh Book Store,
S. V. Road, Borivali (W),
Mumbai - 400 092.
Phone Off. : 28996487

Ref. No.

49/17

Date

To,
M/s. Paradise Realtors,
A-01, Surya Kiran, Avdhoot Nagar,
C.S. Road, Dahisar (East)
Mumbai - 400 068.

Re: In the matter of property being all that piece or parcel of land or grounds bearing Plot No.3 of the layout known as New Maneklal Estate and bearing C.T.S. No. 501-C of City Survey Village Ghatkopar - Kiroli, Taluka Kurla, Mumbai Suburban District, admeasuring 672.80 sq. mtrs. or thereabouts as per Property Registered Card, ('said Plot of Land') and more particularly described in the Schedule hereunder written.

In pursuance of and under the instructions given by my client's **M/s. PARADISE REALTORS**, a partnership firm having their Office at A-01, Surya Kiran, Avdhoot Nagar, C. S. Road, Dahisar (East) Mumbai - 400 068, my report on title in respect of the said Plot of Land and more particularly described in the Schedule hereunder written is as under:-

(1) My clients have furnished to me a copy of Title Certificate dated 12th April, 2015 issued by Advocate Vinod B. Singh having his office at 17-C, Sayba Palace, New Mill Road, Kurla (West), Mumbai - 400 070. Perusal of the said Title Certificate reveal the following:-

(a) By and under a Deed of Conveyance dated 7th September, 2011 and registered with the Sub-Registrar of Assurances at Kurla under Serial No. BDR-3/9614 of 2011 and executed by (i) Mr. Dhirajlal Maneklal Mehta and (ii) Mr. Anil Maneklal Mehta as Vendors, M/s. Ram Builders as Confirming Party and Sonali Co-operative Housing Society Ltd. (hereinafter referred to as "The said Society") as Purchasers, the said Mr. Dhirajlal Maneklal Mehta and Mr. Anil Maneklal Mehta, at the request and with the

consent and confirmation of the said M/s. Ram Builders, have transferred and conveyed to and in favour of the said Society all that piece or parcel of lands, hereditaments or grounds being Plot No.3 of the layout known as New Maneklal Estate and bearing C.T.S. No.501C of city survey Village Ghatkopar - Kiroli, Taluka Kurla, Mumbai Suburban District admeasuring 811.11 sq. yds. equivalent to 678.18 sq. mtrs. or thereabouts as per documents and 672.80 sq. mtrs. or thereabouts as per Property Registered Card, having its address at Plot No. 3, Sonali Apartment, New Maneklal Estate, Ghatkopar (West), Mumbai 400 086 (hereinafter referred to as **"THE SAID PLOT OF LAND"**) together with a building known as "Sonali" standing thereon (hereinafter referred to as **"THE SAID BUILDING"**) upon the covenants more particularly mentioned in the said Deed of Conveyance dated 7th September, 2011. The said Plot of Land together with the said Building then standing thereon are hereinafter referred to as **"THE SAID PROPERTY"**

- (b) By and under Agreement for Redevelopment dated 30-09-2013 made between the said Society therein called the society of the one part and my clients therein called the developers of the other part, the said Society has granted the development rights and other rights for the redevelopment of the said Property in favor of my clients. The said Agreement is registered with the office of the Sub-Registrar of Assurances at Kurla under Serial No. KRL-1/8486 of 2013 on 30-09-2013. The said Society has also executed Power of Attorney dated 30-09-2013 for the redevelopment of the said Property in favour of the Partners of my clients M/s. Paradise

Ref. No. _____

Date _____

Realtors conferring upon them and authorizing them interalia to do various acts, deeds, matters and things in respect of the said Property as mentioned therein. The said Power of Attorney is registered with the office of the Sub-Registrar of Assurances at Kurla under Serial No. KRL-1/8487 of 2013 on 30-09-2013.

- (c) In the facts and circumstances stated in detail therein, the said Plot No. 3, of New Maneklal Estate is corresponding to C.T.S. No. 501-C of Village Ghatkopar - Kirol and the said C.T.S. No. 501-C is forming part of Survey No. 37, Hissa No. 5 (part) and Survey No. 40, Hissa No.2 (part) of revenue Village Kirol, Taluka Kurla, Mumbai Suburban District.
- (d) In the circumstances, the said Society is the owner of the said Property and he has certified that the said Society is the owner of the said Property in the manner as mentioned in detail in the said Title Certificate dated 12th April, 2015.
- (e) True copy of the said Title Certificate dated 12th April, 2015 of the said Advocate Vinod B. Singh is attached herewith.

(2) My clients have also informed the following facts in addition to what have been stated in Para (1) above:-

- (a) The said Society and my clients have executed Supplemental Agreement dated 5-10-2015 therein interalia recording modification of some of the terms and conditions of the said Agreement dated 30-9-2013. The said Supplemental Agreement is registered with the Sub-Registrar of Assurances at Kurla under Serial No. KRL-5/6173 of 2015 on 05.10.2015.

(b) In view of there being certain discrepancies in the said Agreement for Redevelopment dated 30.09.2013 and the said Power of Attorney dated 30.09.2013 with regard to Survey numbers and Hissa numbers of the said Plot No.3 of New Māneklal Estate corresponding to the said , C.T.S. No. 501 - C of Village Ghatkopar.- Kirol, the said Society and my clients have executed a Deed of Rectification dated 24.05.2016 to the said Agreement for Redevelopment dated 30.09.2013 and the said Power of Attorney dated 30.09.2013' interalia recording the correct Schedule of the abovereferred Plot of Land being the Second Schedule thereunder written i.e. Plot No.3 forming part of Survey No. 37 Hissa No. 5B and Survey No. 40, Hissa No. 2/1 of revenue village Kurla corresponding to C.T.S. No. 501-C of City Survey village Ghatkopar-Kirol and also mentioning therein boundary of the said Plot of Land. The said Deed of Rectification is registered with the Sub-Registrar of Assurances at Kurla under Serial No. KRL-5/5064 of 2016 on 24.05.2016.

(c) In Property Register Card in respect of the said Plot of Land i.e. C. T. S. No. 501-C name of the said Society is appearing in column of Holder/Owner, which has been entered vide Entry dated 25.07.2016 interalia referring to order of Collector, Mumbai Suburban District bearing No. C/DESK-2D/LND /NAP/SRK-1993 dated 29.04.2016. By Mutation Entry No. 1864 of village Kurla dated 21.05.2015 certified on 29.06.2015 name of the said Society has been recorded in 7/12 Extract in respect of Survey No. 37 Hissa No. 5B and Survey No. 40 Hissa No. 2/1. In 7/12 Extract of Survey No. 37, Hissa No. 5B and Survey No. 40, Hissa .

Ref. No. _____

Date _____

No. 2/1 also name of the said Society is appearing in the column of owner thereof.

- (3) I have caused to publish the Public Notice, which has been published in (a) Free Press Journal and (b) Navshakti Marathi Daily both dated 25th March, 2017 interalia inviting the claims, if any, from public at large in respect of the said Plot of Land and in response thereto, I have not received any claim till date. I have also perused the Search Report dated 26.03.2015 taken by Mr. Arvind K. Kadam, Search clerk, for the period from 1986 to 2015 from the office of Sub-Registrar at Mumbai, Bandra and Kurla and Notes of Search dated 08.04.2015 then by Mr. Rajesh Bhandari for the period of 1966 till 30.03.2015 with the aforesaid offices of the Sub-Registrar and no document has been found having any outstanding encumbrance on the said Plot of Land.
- (4) In letter dated 20.05.2016 addressed by the said Society to my clients, it has been interalia recorded the Flat numbers to be provided to the members of the said Society pursuant to the said Agreement for Redevelopment dated 30.09.2013 read with the said Supplemental Agreement dated 5th October, 2015.
- (5) In view of what is stated hereinabove and as Certified by the said Advocate Vinod B. Singh in his said Title Certificate dated 12.04.2015, the said Society is the owner of the said Plot of Land more particularly described in the Schedule hereunder written and the title of the said Society in respect of the said Plot of Land appears to be clear and marketable subject to the terms and conditions mentioned in the said Agreement for Redevelopment dated 30-09-2013 read with Supplemental Agreement dated 5th October, 2015 and Deed of Rectification dated 24th May, 2016; and rights of developments of my

clients in respect of the said Property subject to the terms and conditions contained in the said Agreement for Redevelopment dated 30-09-2013 read with Supplemental Agreement dated 5th October, 2015 and Deed of Rectification dated 24th May, 2016 and subject to providing the said Flats to be provided to the members of the said Society as referred to in Para (4) above; appears to be clear and marketable.


THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land bearing Plot No.3 corresponding to C.T.S. No.501 C of City Survey Village Ghatkopar - Kiroli, admeasuring 672.80 sq. mtrs. as per Property Register Card situated at Ghatkopar (West), in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai and bounded as follows:

On or towards East : by Tansa Pipeline
On or towards West : by Public Road
On or towards North : by property bearing C.T.S. No.501 B
On or towards South : by property bearing C.T.S. No.501 D

Dated this 30th day of May, 2017.

Encl:- As above


VIJAY N. VORA
(ADVOCATE)



Vinod B. Singh

Advocate High Court

Ref: _____

Date : _____

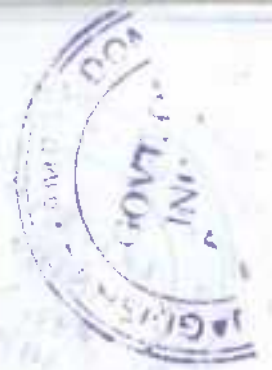
12th April 2015

TITLE CERTIFICATE

Re.: Plot No.3 of the layout Known as New Maneklal Estate and bearing C.T.S. No.501C of Village Ghatkopar Kiroi admeasuring 811.11 sq. yds. Equivalent to 678.18 sq. meters. or thereabouts as per document, & 672.80 sq. mtrs. or thereabouts as per Property Card, having its address at Plot No. 3, Sonali Apartment, New Maneklal Estate, Ghatkoper (West), Mumbai 400 086

- 1) On behalf of my clients M/s. Paradise Realtors having their office at A/02, Surya Kiran, Avdhoot Nagar, C.S. Road, Dahisar (East) Mumbai 400068. I have examined following documents referred herein:-
- 7/12 of Survey No. 40 Hissa No. 2, dated 22nd December 2014.
 - 7/12 of survey No. 37 Hissa No. 5 dated 22nd December 2014.
 - Property Card of CTS No. 501/C, area 672.80 sq. mtrs., marked Agricultural Land dated 6th December 2013.
 - An Order Bearing ref. No. Co/ Amalgamation/Sub-division / Sr. 1750 dated 5th February 1994.
 - (i) Search Report dated 26th March 2015 taken out by Mr. Arvind D. Kadam as per instruction of M/s Paradise Realtors for 30 years. (ii) Search Report dated 8th April 2015 taken out by Mr. Rajesh Bhandari as per instruction of Vinod Singh, Advocate for 50 years.
 - Deed of Conveyance dated 7th September 2011 bearing Registration No. BDR-3/9614 registered on 7th September 2011, in favour of Sonali Co-Op Hsg. Society Ltd.
 - Power of Attorney given by Mr. Dhirajlal Maneklal Mehta to Mr. Anil Maneklal Mehta bearing Registration No. BDR-3/01988/2007 dated 17th March 2007.
 - Power of Attorney given by Mr. Dhirajlal Maneklal Mehta and Mr. Anil Maneklal Mehta dated 2nd January 2012 in favour of Sonali Co-operative Housing Society Limited, vide its duly registration No. 00006-2012.
 - Development Agreement Dated 30th September 2013 bearing registration No. KRLO-1-8486-2013 executed by the society in favour of my clients.

4



Vinod B. Singh

Advocate High Court

2

Date: _____

Ref.

(ii) Power of Attorney dated 30th September 2013 bearing registration No. KRL-1-8487-2013 executed by the society in favour of my clients.

- 2) From perusal of aforesaid paper and documents mentioned hereinabove, I observed as under:-
- (a) I found that originally Shri. Maneklal Amulakhrai Mehta since deceased, father of Mr. Dhirajlal Maneklal Mehta and Mr. Anil Maneklal Mehta was the original owner of Survey No. 37 Hissa No. 5 and Survey No. 40 Hissa No. 2, presently, Plot No. 3. C.T.S. No. 501/C is forming part of survey no. 37 Hissa No. 5(pt) and 40 Hissa No. 2(pt) admeasuring 811.11 sq. yds. Equivalent to 678.18 sq. meters as per documents and/or 672.80 Sq. Meters., thereabout, as per Property Register card. ("**the said Plot of Land**")
- (b) I found that Shri Maneklal Amulakhrai Mehta, died in Mumbai on 27th June, 1969, leaving behind his last Will dated 11th June, 1965 and Probate has been issued by the Hon'ble High Court, Bombay in the High Court Testamentary and Intestate Jurisdiction Petition No. 252 of 1999 of 7th June 2001. Under the said Will the said Maneklal bequeathed his residuary estate to his wife Smt. Hirabai Maneklal Mehta. I observed that Plot No. 3 was not mentioned in earlier paragraphs of said Will and hence the same was residuary estate of the said Maneklal.
- (c) That said Smt. Hirabai Maneklal Mehta died on 12th March, 1980 leaving behind her Will dated 26th October, 1979 under which she appointed her three sons as three Executors i.e. (a) Mr. Dhiraj Maneklal Mehta, (b) Mr. Hiralal Maneklal Mehta and (c) Mr. Anilkumar Maneklal Mehta. I observed that Mrs. Niranjana wd/o Hiralal Mehta has given Consent Affidavit dated 15/02/1999 before Hon'ble High Court in Petition No. 252 of 1999. I say that as per Affidavit attached in said Petition said Mr. Hiralal Maneklal Mehta expired during pendency of Petition. I say that said Mr. Dhirajlal Maneklal Mehta and Mr. Anilkumar Maneklal Mehta have obtained probate from the Hon'ble High Court, Bombay, of the said Will dated 26th October 1979 under its Testamentary and Intestate Jurisdiction, vide Testamentary Petition No. 477 of 1982 wherein the Hon'ble High Court had granted probate dated 23rd July, 2001 and accordingly the said (1) Mr. Dhirajlal Maneklal Mehta, and (2) Mr. Anilkumar Maneklal Mehta as

18



Vinod B. Singh

Advocate High Court

3

Date : _____

Ref.

Executor become entitled to deal with and dispose of the properties lying and standing in the name of the said Hirabai, since deceased owner.

(d) I found that Late Hirabai Maneklal Mehta during her life time had entered into an agreement for sale dated 7th October, 1974, for the said Plot No.3, & Agreed to sell the said Plot No. 3 to one M/s. Ram Builders.

(e) I found that the said M/s. Ram Builders have constructed a building known as "Sonali" comprising of ground + 2 upper floors and consisting of 18 Flats on the said Plot of Land. On 05/12/1975 the M.C.G.M. granted the Occupation Certificate in respect of the said Sonali Building. The said M/s. Ram Builders sold the flats in the said Sonali building to the prospective purchasers under M.O.F.A. It seems that the owners of the premises in the said Sonali building formed themselves into a co-operative housing society known as "Sonali Co-operative Housing Society Limited" registered under the provisions of Maharashtra Co-operative Societies Act, 1960 vide Reg. No. MUM/WN/HSG/TC/9521/2006-2007 dated 20.10.2006.

(f) I found that the Hon'ble High Court, has granted Probate dated 23rd July, 2001 and accordingly (i) MR. Dhirajlal Maneklal Mehta and (ii) Shri Anil Maneklal Mehta have been recorded in said 7/12 of Survey No. 40 Hissa No. 2, dated 22nd December 2014, 7/12 of survey No. 37 Hissa No. 5 dated 22nd December 2014, in relevant revenue records.

(3) I have examined the said Deed of Conveyance Dated 7th September 2011 executed by (i) Mr. Dhirajlal Maneklal Mehta and (ii) Mr. Anil Maneklal Mehta as vendors, alongwith the said M/S. Ram Builder as Confirming Party in favour of said SONALI CO-OPERATIVE HOUSING SOCIETY LTD as Purchaser and Registered under No. BDR-3/9614 registered on 7th September 2011 and recitals mentioned therein. By the said Deed of Conveyance the said (i) Mr. Dhirajlal Maneklal Mehta (ii) Mr. Anil Maneklal Mehta conveyed the said Plot of Land together with the said Sonali building ("the said Property") in favour of the said Sonali Co-operative Housing Society Limited. Accordingly, the said Society is the owner of the said Property.

B



Vinod B. Singh

Advocate High Court

4

Ref.

Date : _____

(4) As per search Report taken out by Mr. Arvind D. Kadam instructed by M/s Paradise realtors and another search taken by Shri Rajesh Bhandari instructed by Advocate Vinod Singh, I found that the referred Plot of land with structures standing thereon has been sold and conveyed to Sonali Co. Operative Hsg. Society Ltd. (Purchaser) acting Through its Chairman Rajesh G. Thakar, Secretary Piyush V. Mota and Treasurer Girish Dedhia by Mr. Dhirajlal Maneklal Mehta (acting through his attorney Mr. Anil Maneklal Mehta) and Mr. Anil Maneklal Mehta as vendors vide the said conveyance dated 07/09/2011 bearing registered No. BDR 3/9614 on 7th September 2011. I further found that said Deed of Conveyance is signed by Confirming Party i.e M/s. Ram Builders in favour of Sonali Co. Operative Hsg. Society.

(5) I found that Power of Attorney dated 2nd January 2012 is executed by (i) Mr. Dhirajlal Maneklal Mehta (ii) Mr. Anil Maneklal Mehta vide its duly registration No. 00006-2012 in favour of **SONALI CO-OPERATIVE HOUSING SOCIETY LTD**, a Co-operative Housing Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960.

(6) I certify that **SONALI CO-OPERATIVE HOUSING SOCIETY LTD**, is owner of the said Plot of Land and Building Known as "SONALI" it seems that said Society is owner of the said Property and have absolute right, title and interest over the said Property as per abovereferred Conveyance Deed dated 07/09/2011 vide Registered No. BDR-3/9614 on 7th September 2011.

(7) I found that **SONALI CO-OPERATIVE HOUSING SOCIETY LTD**, have granted the development rights and other rights for the redevelopment of the said Property in favour of M/S PARADISE REALTORS (Partnership Firm) having PAN CARD NO. AANFP5077H represented by its partner vide Development Agreement dated 30/09/2013, and duly registered under Sr. No. KRLO-1-8486 2013 dated 30th September 2013. I further found that **SONALI CO-OPERATIVE HOUSING SOCIETY LTD** have executed Power of Attorney on 30th September 2013 bearing Registered No. KRL 1-8487-2013 in favour of M/S PARADISE REALTORS (Partnership Firm) having PAN CARD NO. AANFP5077H represented by its partner.

[Signature]



Vinod B. Singh

Advocate High Court

5

Date: _____

Ref. _____

- (8) I say that D.P. Remark bearing No. CHE/482/DPES/N dated 30/08/2013, MCGM shown as residential Zone for Plot No. 3, C.T.S. No. 501/C corresponding to C.T.S. No. 501/C of village Ghatkopar Kirol.
- a) I say that I have seen Certificate issued by Mr Harshad Maanohaar More, Chartered Engineer, dated 19th December 2014, I found that as per his certificate, The Old Tiika No. 45 of Village Ghatkopar-Kirol, Amalgamation & subdivision order from collector, MCGM u/ref. Co/ Amalgamation/Sub-division / Sr. 1750 dated 5th February 1994 in reference to the Layout plan approved by MCGMu/ref.TP/LO/313/N dt. 07/12/1993, Property registers Card and City Survey Plan for C.T.S. No.501C and accordingly has issued Certificate for Said Plot. As per Mr. Harshad Maanohaar More, The Municipal Corporation of Greater Mumbai Approved amalgamation cum sub-divisions of and bearing Survey No.s 37pt, 38pt., 39pt, 40pt, 42pt, 44pt, & 45pt, i.e. C.T.S. No. 421 to 501 and 501/1 to 501/4 of village Ghatkopar Kirol. The Plot under reference to was designated as PLOT No. 3 in the said approved Layout.
- b) I say that the layout plan approved by MCGM u/ref. TP/LO/313/N dated 07/02/1993, the said PLOT NO 3 in said Approved layout, which is reflected in approved building plan u/ref. CE/2282/BS -III /A dated 24th June 1974.
- c) In view of Mr Harshad Maanohaar More, Chartered Engineer, dated 19th December 2014, I observed that Plot No. 3 of New Maneklal Estate is corresponding to C.T.S. No. 501/C of village Ghatkopar Kirol and the said 501/C is forming part of survey no. 37 Hissa No. 5(pt) & Survey No. 40 Hissa No. 2(pt) .
9. I observed that in above referred registered Conveyance to Society, C.T.S.No. 501C has inadvertently shown as part of consisting of Survey No. 39 hissa no. 22. And Further I observed that registered Development agreement And Power of Attorney given to Developer, C.T.S.No. 501C has shown as part of consisting of Survey No. 37 Pt. H.No.5 (part) and Survey No. 43Pt. H. No. 3(part). As per my observation herein on basis of certificate issued by Mr Harshad Maanohaar More, Chartered Engineer, my mind is clear that 501C is a part of survey no. 37 Hissa No. 5(pt) and survey No. 40 Hissa No. 2(pt).
10. I say that M/S PARADISE REALTORS (Partnership Firm) having PAN CARD NO. AANFP5077H represented by its partner instructed me to give public notice for inviting any kind of objection relating to said

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Vinod B. Singh

Advocate High Court

6

Date : _____

property from general public through Newspaper. I say that I am in legal process for compliance of the same.

11. I say that subject to aforesaid Legal process of Public Notice, the Title of the said Sonali Co-operative Housing Society Ltd. having its address at Plot No. 3, Sonali Apartment, New Maneklal Estate, Ghatkoper (West), Mumbai 400 086, in respect of the said Property mentioned hereinabove is clear, marketable and free from encumbrances

12. I say that as per referred documents hercinabove, **SONALI CO-OPERATIVE HOUSING SOCIETY LTD**, as an Owner of land bearing C.T.S. No.501C of Village Ghatkoper Kirol admeasuring 811.11 sq. yds. Equivalent to 678.18 sq. meters, have executed Development Agreement in favour of M/S PARADISE REALTORS, and accordingly said M/S PARADISE REALTORS have absolute development right of plot of land bearing Plot No.3 of the layout of land bearing C.T.S. No.501C of Village Ghatkoper Kirol admeasuring 811.11 sq. yds. Equivalent to 678.18 sq. mtrs. as per document and 672.80 Sq. Mtrs. as per property card or thereabouts together with the said Sonali Building standing thereon.

Mumbai

Date 12th April 2015

(Vinod B. Singh)
Advocate High Court

12/04/15



CERTIFIED TRUE COPY

DM
JAGDISH TRYAMBAK DONGARDIVE
Advocate & Notary
Saraswati Chattri, Kurla Nagar,
Zopadpatti, Akurli Road,
Kandivli (E), Mumbai-400 10*
(Maharashtra)