



Adv. Kalpana Sharma

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TITLE CERTIFICATE

THIS IS TO CERTIFY that as per the instructions of my clients, **M/s. RAJYOG PROJECTS**, a Partnership firm registered under Indian Partnership Act having its registered office at : City Centre, S. V. Road, Goregaon (West), Mumbai 400 062 and its administration office at 402, Raghuveer, Chamunda Circle, S.V.P. Road, Borivali (West), Mumbai 400 092, who shall be referred to as "the Developers", I have investigated their title to the Property, which is more particularly described in the Schedule hereunder written.

1. I have perused the relevant Conveyance Deed, Development Agreement, Power of Attorney, Index II, Property Cards and other relevant papers, documents and other revenue record showing the title of the Owner **'The Borivali Madhav Baug Co-op. Housing Society Ltd.'**, the said Property which is more particularly described in the Schedule hereunder written.
2. I have perused search report dated 22-08-2006, taken out by Search Clerk Shri. S. D. Jadhav for last 44 years (i.e. from 1966 to 2006).



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3. I have referred to the Title certificate certified by Kirit Damania and Co. dated 21st December 2006 a solicitor firm.
4. I also refer to the re-development permission issued by Dy. Registrar of Co-op. Housing Society 'R' ward dated 14-05-2013.
5. I have to state on title of the Owners to the said property as follows:-
 - (a) (1) Mathuradas Devidas (since deceased), (2) Haridas Devidas (since deceased), (3) Laxmidas Devidas (since deceased), and 4) Narottamdas Devidas (since deceased), were the Owners of an immovable Property situated at Jambli, Galli, Borivali (W), containing by admeasuring 5170.70 sq. mtrs. as per Property card, Old Survey No.22 and 9 of Village Borivali and New Survey No.78, Hissa No.1 of Kanheri Village and Survey No.103, Hissa No.3 of Village Borivali and now bearing CTS No.708, 708/1 to 3 of Village Borivali and CTS No.100/A, 100/A1 to 34 of Kanheri, O.P. No.74, F. P. No.93, TPS III, Borivali (West), more particularly described in the Schedule hereunder written (hereinafter referred to as "**the said Property**");
 - (b) The said (1) Mathuradas Devidas (2) Haridas Devidas (3) Laxmidas Devidas and 4) Narottamdas Devidas are hereinafter referred to as "**the Original Owners**" each



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holding 1/4th undivided share, right, title and interest in the said Property;

- (c) Under an Agreement for Sale dated 17th March, 1967, the Original Owners agreed to sell the said Property to the Partnership Firm known as M/s. Rajlaxmi Construction Co., (hereinafter referred to as "**the said firm**") at or for the consideration and on the terms and conditions therein contained;
- (d) The said Firm, M/s. Rajlaxmi Construction Co., while retaining the structures and the chawls then existing on the land constructed two new buildings one of the four Blocks consisting of Block 'A', 'B', 'C' and 'D' and other building of one Block, consisting of Block 'E' having Ground Floor and four upper Floors and named as Madhav Baug, after duly obtaining the sanction of the Building Plans from the Municipal Corporation of Greater Mumbai and also in accordance with Plans and specifications of the said Buildings; the said A, B, C, D & E consists 87 units, which is occupied by 87 members of the Society admeasuring area 46000 sq. ft carpet area, which include one of the existing chawls bearing 13 (thirteen) Rooms, which is occupied by 13 (thirteen) members of the Society.



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- (e) ONE front side Chawl and some portion of rear side chawl was retained by the Original Developer M/S RAJLAXMI CONSTRUCTION CO and which is presently occupied by 18 tenants in front chawl and 4 tenants in rear chawl admeasuring area 5500 sq. ft carpet area.
- (f) It transpires that despite the Agreement for Sale dated 17th March, 1967, executed by the Original Owners in favour of the said firm M/s. Rajlaxmi Construction Co., the said firm did not obtain Conveyance of the Property in favour of the said firm and it further transpires that the said Firm after development, a portion of the Property on which the Society building is constructed did not show any interest in further developing the said Property;
- (g) The said Firm by and under various Agreement for Sale sold flats/tenements and premises to the members of the Society by executing Agreements for Sale which inter alia provides that the said Firm was contemplating to retain main building of ground and one upper floor and other structures then existing on the said Property and which were tenanted and the Premises therein would be sold out by the said Firm on ownership basis so that the Purchasers would join the Flat holders of the new buildings (namely the Society's buildings) in forming proposed Co-operative Housing Society;



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- (h) The said Firm had also retained with itself, a right to demolish the existing structures and to construct building/buildings in lieu thereof and sell the different portions (Premises) thereof on ownership basis so that the Purchasers of such premises could join the Society of the flat Owners of the new building namely the present Society, as provided in the various Agreements for Sale of the premises by the said firm to the members of the Society;
- (i) The said firm M/s. Rajlaxmi Construction Co. does not exist and with the result the Original Owners claimed to be entitled to the right to redevelop the said chawls and structures by utilising the available pro rata FSI of the Larger Property;
- (j) The said Mathuradas Devidas died on or about 11th February, 1995, leaving behind his son, Mr. Narayandas Mathuradas as his only heir and legal representative who became entitled to 1/4th undivided share, right, title and interest of the said Mathuradas Devidas in the said Larger Property and the name of Narayandas Mathuradas has been entered/mutated in the Land Records in place of Mathuradas Devidas in respect of the said Larger Property more particularly described in the First Schedule hereunder written;



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- (k) By and under an Agreement made and executed at Mumbai on 3rd September, 2002 (registered with the Sub-Registrar, Borivali No.3, Mumbai Suburban District (Bandra) on 3rd September, 2002 under No.BDR-6/6963/2002) between Narayandas Mathuradas therein called Narayandas of the One Part and Bhupendra R. Shah & Anr., as Promoters of Namah Developers Pvt. Ltd., then a proposed company therein called as Developers of the Other Part, the said Narayandas for the valuable consideration therein mentioned and on the terms and conditions therein contained did agree to permit the said Namah to develop and to sell his 1/4th undivided share, right, title and interest on "As Is Where Is Basis" unto the Namah therein, the development rights in respect of the said Larger Property on "As Is Where Is Basis", so far as the same is related to his 1/4th undivided share, right, title and interest in the said Larger Property. The said Agreement inter alia records that the Namah would be entitled to approach the Tenants/Occupants of the existing chawl with a view to obtain vacant possession thereof from each of them on mutually agreed terms between the Namah and the Tenants/Occupants and to redevelop the same in accordance with the prevailing rules and regulations by utilizing unutilized Pro rata FSI of the said Larger Property, Pro rata FSI of other Properties by way of TDR, as also the Pro rata FSI utilized in the construction of the said existing chawl, however, at the



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cost, charges and expenses of the Namah alone. The said Agreement further records and witnesseth that the said Narayandas had been paid and he had received entire consideration amount receivable by him.

(l) In pursuance of the said Agreement and in consideration of payment of entire consideration amount by the Namah to the said Naryandas Mathuradas he executed a Power of Attorney dated 13th July, 2007 in favour of the Directors of the Namah for redevelopment of the said Larger Property as well as power to convey his 1/4th undivided share, right, title and interest in the said Larger Property to any person or persons to whom the Namah may deem fit and proper, which Power of Attorney is duly registered under No.BDR-1368/2007 on 13th July, 2007;

(m) By and under an Agreement made and executed at Mumbai on 4th September, 2004 (registered with the Sub-Registrar, Borivali No.3, Mumbai Suburban District (Bandra) under No.BDR-6/8773/2004 on 4th September, 2004) between Haridas Devidas therein called Haridas of the One Part and the Namah therein called Developers of the Other Part, the said Haridas for the valuable consideration therein mentioned and on the terms and conditions therein contained did agree to permit the Namah to develop and to sell his 1/4th undivided share, right, title and interest on "As Is Where Is Basis" unto the



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Namah and also the development rights in respect of the said Larger Property on "As Is Where Is Basis", so far as the same is related to his 1/4th undivided share, right, title and interest in the said Larger Property. The said Agreement inter alia records that the Namah would be entitled to approach the Tenants/ Occupants of the existing chawl with a view to obtain vacant possession thereof from each of them on mutually agreed terms between the Namah and the Tenants/Occupants and to redevelop the same in accordance with the prevailing rules and regulations by utilising Pro rata unutilised FSI of the said Larger Property, Pro rata FSI of other Properties by way of Pro rata TDR, as also the Pro rata FSI utilised in the construction of the said existing chawl, however, at the cost, charges and expenses of the Namah alone. The said Agreement further records and witnesseth that the said Haridas had been paid and he had received entire consideration amount receivable by him.

- (n) In pursuance of the said Agreement and in consideration of payment of entire consideration amount by the Namah to the said Haridas he also executed an irrevocable Power of Attorney dated 4th September, 2004 in favour of the Directors of the Namah for redevelopment of the said Larger Property as well as power to convey his 1/4th undivided share, right, title and interest in the said Larger Property to any person or persons to whom the Namah



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may deem fit and proper, which Power of Attorney is duly registered with the Sub-Registrar, Borivali, on 4th September, 2004 under No.BDR-6/8775/2004;

- (o) The said Laxmidas Devidas died sometime in 1974 leaving behind his son Jamnadas Laxmidas, who became entitled to 1/4th undivided share, right, title and interest of the said Laxmidas Devidas in the said Larger Property;
- (p) By and under an Agreement made and executed at Mumbai on 28th October, 2005 (registered with the Sub-Registrar, Borivali No.5, Mumbai Suburban District (Bandra) under No.BDR-11/5758/2005 on 28th October, 2005) between Jamnadas Laxmidas therein called Jamnadas of the One Part and the Namah therein called Developers of the Other Part, the said Jamnadas for the valuable consideration therein mentioned and on the terms and conditions therein contained did agree to permit the Namah to develop and to sell his 1/4th undivided share, right, title and interest on "As Is Where Is Basis" unto the Namah and also the development rights in respect of the said Larger Property on "As Is Where Is Basis", so far as the same is related to his 1/4th undivided share, right, title and interest in the said Larger Property. Under the said Agreement inter alia records that the Namah would be entitled to approach the Tenants/Occupants of the existing chawl with a view to



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obtain vacant possession thereof from each of them on mutually agreed terms between the Namah and the Tenants/Occupants and to redevelop the same in accordance with the prevailing rules and regulations by utilising unutilised Pro rata FSI of the said Larger Property, Pro rata FSI of other Properties by way of Pro rata TDR, as also the Pro rata FSI utilised in the construction of the said existing chawl, however, at the cost, charges and expenses of the Namah alone. The said Agreement further records and witnesseth that the said Jamnadas had been paid and he had received entire consideration amount receivable by him.

(q) In pursuance of the said Agreement and in consideration of payment of entire consideration amount by the Namah the said Jamnadas he also executed a Power of Attorney dated 28th October, 2005 in favour of the Directors of the Namah for redevelopment of the said Larger Property as well as power to convey his 1/4th undivided share, right, title and interest in the said Larger Property to any person or persons to whom the Namah may deem fit and proper, which Power of Attorney is duly registered with the Sub-Registrar, Borivali, on 28th October, 2005 under No.BDR-11/5759/2005;

(r) The said Narottamdas Devidas died on or about 20th December, 2003, leaving behind his widow, Yeshwanti



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Narottamdas as his only heir and legal representative, who became entitled to 1/4th undivided share, right, title and interest of the said Narottamdas Devidas in the said Larger Property;

- (s) By and under an Agreement made and executed at Mumbai on 4th September, 2004 (registered with the Sub-Registrar, Borivali No.3, Mumbai Suburban District (Bandra) under No.BDR-6/8774/2004 on 4th September, 2004) between Mrs. Yeshwanti Narottamdas of the One Part and the Namah therein called Developers of the Other Part, the said Yeshwanti Narottamdas for the valuable consideration therein mentioned and on the terms and conditions therein contained did agree to permit the Namah to develop and to sell her 1/4th undivided share, right, title and interest on "As Is Where Is Basis" unto the Namah and also, the development rights in respect of the said Larger Property on "As Is Where Is Basis", so far as the same is related to her 1/4th undivided share, right, title and interest in the said Larger Property. Under the said Agreement inter alia records that the Namah would be entitled to approach the Tenants/Occupants of the existing chawls with a view to obtain vacant possession thereof from each of them on mutually agreed terms between the Namah and the Tenants/Occupants and to redevelop the same in accordance with the prevailing rules and regulations by utilising unutilised Pro rata FSI of the



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said Larger Property, Pro rata FSI of other Properties by way of Pro rata TDR, as also the FSI utilised in the construction of the said existing chawl, however, at the cost, charges and expenses of the Namah alone. The said Agreement further records and witnesseth that the said Yeshwanti had been paid and she had received entire consideration amount receivable by her;

(t) In pursuance of the said Agreement and in consideration of payment of entire consideration amount by the Namah to the said Yeshwanti Narottamdas she also executed a Power of Attorney dated 4th September, 2004 in favour of the Directors of the Namah for redevelopment of the said Larger Property as well as power to convey her 1/4th undivided share, right, title and interest in the said Larger Property to any person or persons to whom the Namah may deem fit and proper, which Power of Attorney is duly registered with the Sub-Registrar, Borivali, on 4th September, 2004 under No.BDR-6/8776/2004;

(u) The said Haridas died at Mumbai on 26-01-2007. As stated in the recital hereinabove, the Namah has paid the entire consideration amount payable by them under the Agreement dated 4th September, 2004 to the said Haridas and the said Haridas executed the hereinbefore recited Irrevocable Power of Attorney on 4th September, 2004 which has been duly registered with the Sub-Registrar,



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Borivili on 4th September, 2004. The Power of Attorney executed by the said Haridas was coupled with interest and therefore was irrevocable and the same remain operative even after the demise of the said Haridas.

- (v) The said Yeshwanti died at Mumbai on 24-02-2011. As stated in the recital hereinabove, the Namah has paid the entire consideration amount payable by them under the Agreement dated 4th September, 2004 to the said Yeshwanti and the said Yeshwanti executed the hereinbefore recited Irrevocable Power of Attorney on 4th September, 2004 which has been duly registered with the Sub-Registrar, Borivili on 4th September, 2004. The Power of Attorney executed by the said Yeshwanti was coupled with interest and therefore was irrevocable and the same remain operative even after the demise of the said Yeshwanti.

- (w) The said Namah Developers Pvt. Ltd. have executed Joint Development Agreement dated 31-03-2017 with **M/s. Rajyog Projects**, which is registered with Joint Sub-Registrar under serial no. BRL-5/ 4473/ 2017, Dated 15-04-2017, for the Development of the said property which is more particularly described in schedule hereunder.

- (x) The said Namah Developers Pvt. Ltd. have executed **Conveyance Deed** in favour of **The Borivali Madhav**



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Baug CHS Ltd.’, on the basis of the said Development Agreement and Power of Attorney with the confirmation of the confirming Party M/s. Rajyog Projects wide Conveyance Deed dated 02/03/2016 which is registered with Joint Sub-Registrar BRL/6 under serial no.2080 dated 04-03-2016.

(y) The said society The Borivali Madhav Baug CHS Ltd., have executed Development Agreement dated 17/03/2016 which is registered with Joint Sub-Registrar under serial no.2579 dated 17/03/2016 for the Development of the said property which is more particularly described in schedule hereunder.

(z) The said society The Borivali Madhav Baug CHS Ltd., have become the owner of the land with the structure and M/s. Rajyog Projects are holding Development rights for the Development of the said property and entitled to dispose of the unit except the unit allotted to the existing members subject to compliance of terms and conditions specified in Development Agreement.

(aa) In background of the aforesaid in my opinion the title of the Owners i.e. **The Borivali Madhav Baug CHS Ltd.**’, to the said property is clear, marketable free from encumbrances and M/s. Rajyog Projects entitled for the



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sale of the unit except the unit allotted to the existing members subject to compliance of terms and conditions specified in Development Agreement.

THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of Land bearing CTS No.708, 708/1 to 3 of Village Borivali and CTS No.100/A, 100/A 1 to 34 of Kanheri, corresponding Old Survey No.22 and 9 of Village Borivali and New Survey No.78, Hissa No.1 of Kanheri Village and Survey No.103, Hissa No.3 of Village Borivali O.P. No.74, F. P. No.93, TPS III, Borivali (West), admeasuring 5170.70 sq.mtrs situated at Jambli Galli, Borivali 400 092, subject to right of M/S RAJYOG PROJECTS 8,000 (Eight thousand) sq.ft. carpet area in proposed re-development.

Dated this 23rd May, 2017

KALPANA SHARMA
Advocate High Court

Kalpana

Mrs. Kalpana G. Sharma
Advocate High Court

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