



Sandeep Kumar Singh

M. Sc., LL. B.

Mob.: 9167598501

☎: 8600844972

ADVOCATE HIGH COURT

Off.: Lawyers Chamber, 2nd Floor, Bandra Court, Anant Kanekar Marg, Bandra (East), Mumbai - 400 051.

TO WHOMSOEVER IT MAY CONCERN

This is to certify that, I have for the purpose of investigating the title of **IMPRINT ESTATES PVT. LTD.**, a company registered under the Indian Companies Act and having its office at Hi-Tech Engineers, 7/8, Technica Complex, N.P.Road, Near Home Guard, Ghatkopar (W), Mumbai 400084, hereinafter referred to as "**THE DEVELOPERS**", to all those pieces or parcels of non-agricultural lands or ground at Vile Parle, containing an area of 2231 Sq. yards equivalent to 1867.34 Sq. mtrs. or thereabouts, as per Development Agreement (as per Property Registered Card area admeasures 1895.30 Sq. mtrs. or thereabouts & as per Town Planning Scheme, Andheri IV area admeasures 1865 Sq. mtrs. or thereabouts), bearing Survey No. 223C, bearing C.T.S. Nos. 584 & 584 (1 to 16), corresponding to Old Final Plot No. 70 and now New Final Plot No. 58, of Andheri Town Planning Scheme VI, in the Revenue Village Vile Parle, Taluka Andheri (now Taluka Vile Parle), ("**the said Plot**"), together with building, meassuages and tenements standing thereon known as "**Ram Behari Bhuvan**", lying being and situated at Lalubhai Shamaldas Park Road, Near MTNL Office, Andheri (West), Mumbai 400058 ("**the said Building**"), within the Registration District and Sub-District of Mumbai Suburban District (hereinafter the said New Final Plot No. 58 together with the building known as "**Ram Behari Bhuvan**" are jointly referred to as "**the said PROPERTY**").

1. I have perused the Revenue Records in respect of the said Property shows the Extract of the property register card shows that the said Property admeasures 1865 Sq. mtrs. or thereabouts and the Name of "**Ram Behari Memorial Trust**" is reflecting as the absolute owner of land bearing C.T.S. Nos., 584 & 584 (1 to 16), of in the Revenue Village Vile Parle, Taluka Andheri (now Taluka Vile Parle).
2. One Mr. Y. K. Bhagwagar & Co., Advocate had published a public notice in newspapers namely (i) Free Press Journal and (ii) Navshakti both on 17th May 2016 inviting claims in respect of the said Property. He has not received any claims till date in respect to the said Property pursuant to the said public notices. I have



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thereafter not issued any public notice for inviting claims in respect of the said property.

3. The said Property, as per the D. P. Remark dated 9th October 2015, bearing reference no. CHE/408/DPWS/KW of 2015, reflects that the said Property is not under any reservation, save and except as mentioned therein and further that the said Property is under "Residential Zone" (R).
4. The said Property, as per the T. P. Remark dated 18th June 2016, bearing reference no. ChE/DP/203/TPS/R, reflects that pursuant to the implementation of the Town Planning Scheme, Remark of Town Planning Scheme, Andheri VI the said Property, bearing **New Final Plot No. 58**, admeasures 1865 Sq. mtrs. or thereabouts and the Name of Owners is "Ram Behari Memorial Trust"
5. The brief facts of the said Property are as under :-

- A. The Owners herein i.e. **Ram Behari Memorial Trust**, a Charitable Public Trust, duly registered under the provisions of the Bombay Public Trust Act, 1950 (Bom. XXIX of 1950) at the Public Trust Registration Office, Greater Bombay Region, bearing Registration No E-109 ("**the TRUST**"), having its registered address at A/107, 1st Floor, Laxmi Chhayya CHSL. L.T. Road, Borivali (W), Mumbai 400092, is the sole and absolute owner and or is sufficiently entitled to the said Property.
- B. The said Property consisting of one Building, comprising of Ground plus 1 (one) upper floor only having 31 (thirty-one) residential Tenement/units/premises all totally admeasuring 799.58 Sq. Mtrs. or thereabouts (as per the BMC).
- C. The said Building was constructed on or about 1950, and therefore the Trust has observed that the Building was in dilapidated condition & requires heavy repairs or reconstruction of the Said Building. It is difficult and very expensive to maintain the said Property. There was also danger of collapse of the said building, which may result to loss of human lives & this may involve the



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criminal liability on the Trustees of the Trust. It also requires heavy funds to repair the building or reconstruct the building for which the Trust does not have spare funds to either carry out repair and or reconstruction of the said Building.

- D. Therefore, the Trust had invited the offers from the reputed Developers to develop the said Property by constructing a proposed new building vide publishing a public notice in the newspapers daily Mahanagar dated 29th March 2003 and Afternoon dated 29th March 2003, with rights of the tenants who desires to vacate the same.
- E. The Trust had received several offers from the developers for development of the said Property. Since the offer given by the said Developers was found to be the highest and reasonable that was accepted unanimously.
- F. Accordingly, by a Memorandum of Understanding dated 30th April 2003 ("**the said MOU**"), made and entered into between the Trust (therein also referred to as "the Trust") of the One Part and the said Developer (therein also referred to as "the Developers") of the Other Part, the Trust had interalia agreed to grant the development rights in respect of the said Property unto the said Developer, for consideration and on the terms and conditions mentioned therein. Under the said MOU it has been agreed that the said redevelopment of the said Property shall be subject to the approval of the Charity Commissioner, Maharashtra State.
- G. Upon execution of the said MOU, the Developer herein had paid a sum of Rs. 5,00,000/- (Rupees Five Lacs Only), as and by way of the Security Deposit, unto the Trust, vide its cheque bearing Cheque No "029104", drawn on the State Bank Of India, Bhulabhai Desai Road Branch, Mumbai.
- H. Thereafter, The Trust filed an Application bearing No J-4/39/2003 dated 20th April 2003, under section 36(1)(a)(b) of the Bombay Trust Act, 1950 before the Hon'ble Joint Charity Commissioner Maharashtra State, Mumbai to grant permission to redevelop the property by the said Developers and or its nominee(s) for a Security Deposit of Rs. 30,00,000/- (Rupees Thirty Lacs



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- Only), on the terms and conditions mentioned in Memorandum of Understanding dated 30th April 2003.
- I. Pursuant to the application made, the Hon'ble Joint Charity Commissioner, Mumbai by his Order dated 29th April 2004, have pleased to grant permission to redevelop the said property of the Trust by the Developer herein by giving a sum Rs. 30,00,000/- (Rupees Thirty Lacs Only) as and by way of the Security Deposit, to the Trust, as per the terms and conditions mentioned in Memorandum of Understanding dated 30th April 2003. Subsequently it was observed that there was a typographical errors and the Property was not correctly described by the Hon'ble Joint Charity Commissioner and by an Order dated 29th April 2004 the Hon'ble Joint Charity Commissioner read with corrigendum dated 29th September 2004, passed under the Maharashtra Public Trust Act 1960.
- J. Due to some omissions and mistakes in the clause nos 18 & 24 of the said Memorandum of Understanding dated 30th April 2003, the said Trust and the said Developer had rectified the said omissions and mistakes by executing a Deed of Rectification on or about 2004 between them.
- K. Since certain dispute arose between the Trust and the said Developers herein and several correspondences were exchanged between them. The Developers apprehending that the Trust not interest in complying their part of the obligation under the said MOU and other issues, the Developers herein had filed a suit bearing Suit No 582 of 2009 in the Hon'ble High Court, at Bombay interalia to declare that the said Memorandum of Understanding dated 30th April 2003 and the Deed of Rectification executed in 2004 is valid, subsisting and binding on the Trust and other reliefs as more particularly setout therein. The Developers had removed a Notice of Motion bearing No 937 of 2009, in the Suit No 582 of 2009 in the Hon'ble High Court, for ad-interim reliefs more particularly setout therein.
- L. Thereafter, His Hon'ble Lordship Mr. Justice S. C. Dharmadhikari, Judge vide his Order dated 18th November 2010, the Hon'ble Court had dismissed the Notice of Motion bearing No 937 of 2009, in the Suit No 582 of 2009 in



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the Hon'ble High Court and further directed the Trust to deposit the amounts received from the Developers with the accrued interest thereon and the same has been complied.

- M.** Thereafter, the Parties hereto to resolve the all their dispute pending between themselves and pursuant to Resolutions unanimously passed by the Trust on 6th January 2017, the Trust had filed Consent Terms dated 27th January, 2017, in the said Suit No 582 of 2009 in the Hon'ble High Court, whereby the Trust had interrealia granted the development rights to the Developer herein for redevelopment of the property and interalia agreed to appoint the Developer herein as the developer of the Trust to redevelop the said Property.
- N.** Thereafter, the Trust filed an Misc Application No 126 of 2017, dated 3rd March 2017, under Section 36(1)(a)(b) of the Bombay Trust Act, 1950 before the Hon'ble Charity Commissioner Maharashtra State, Mumbai for modification of the Order passed by the authority in Application No J-4/39/2003 to grant the development rights in respect of the said Property.
- O.** Pursuant to the aforesaid Application made, the Hon'ble Charity Commissioner, Mumbai vide his Order dated 18th April 2017, have allowed and accorded its sanctioned to the Trust to develop the said Property and further the Developer are granted permission to develop the said Property, as per the terms and conditions mentioned in the Consent Terms and further that the Order passed by His Lordship on 27th January 2017 in Suit no 582 of 2009 and Consent Terms arrived between the parties hereto shall be part of this Order.
- P.** By a Development Agreement dated 21st September 2017, duly registered with the Sub-Registrar of Assurances under registered serial no. BDR-1/10780/2017 on 21st September 2017, the said Trust (therein referred to as "the Owners/ Trust") of the One Part and the said Developers (therein referred to as "the Developers") of the Other Part, whereby the said Trust, has granted the exclusive and irrevocable development rights in respect the



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- said Property, in favour of the said Developers, for the consideration and on the terms and conditions mentioned therein.
- Q. By a Power of Attorney dated 21st September 2017, duly registered with the Sub-Registrar of Assurances under registered serial no. BDR-1/10782/2017 on 21st September 2017, the said Trustees of the said Trust have appointed and nominated (1) the said Developers, (2) Mr. Pranav C. Shah and (3) Mr. Dhaval B Koradia as their Attorneys to do all the acts, deeds, matters and things for redeveloping the said Property.
- R. In these circumstances, the Developers herein are entitled to develop the said Property by utilizing the entire Floor Space Index (FSI), Transferable Development Rights (TDR) that can be consumed by the Developers in redeveloping the said Property and Fungible FSI / Premium FSI available as per the amendment to D.C. Regulations from time to time after payment of necessary premium to the concerned authorities and any other additional benefits and or future increase in FSI / TDR and or any other nomenclature available with respect to the said Property from time to time which may be permissible under the laws and on other terms and conditions more particularly mentioned in the Development Agreement and deal with the premises constructed therein in the manner it deems fit and proper and appropriate the consideration duly received by them.
6. In the premises, the Ram Behari Memorial Trust are the absolute owners of the said property and **IMPRINT ESTATES PVT. LTD.** is absolutely entitled to the development rights in respect of the said Property and entitled to redevelop the said Property in the manner as it may deem fit and proper, and also have a clear and marketable right free from all encumbrances in respect of the said Property.

Dated this 24th day of October, 2017.


Mr. Sandeep Kumar Singh

Advocate

SANDEEP KUMAR SINGH

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