

Tel.: 26673696

Babs Corner
Ground Floor,
24, Rustom Sidhwa Marg,
Fort, Mumbai - 400 001.
Tel.: 2267 7407
Email: rayhem@rediffmail.com

Ref. No. 146.22/ III /2015

Date :

TITLE CERTIFICATE

Re.:- All that piece or parcel of land or ground of leasehold tenure admeasuring 446 sq. yards equivalent to 372.90 sq. m. or thereabouts and registered in the books of the Collector of Land Revenue under New Survey No. 792(pt), Cadastral Survey No. 447/10 of Matunga Division, with the tenement and dwelling house thereon called 'Vishnu Kunj', situate at Matunga outside the Fort and in the Registration Sub-District of Bombay being Plot No. 25, Scheme No. IV Dadar Matunga (North) Estate of the Bombay Municipal Corporation and bearing Municipal 'F' Ward No. 7960(2), 7960(2A), 7960(2B), Street No. 15, 15A, 15B, Brahmanwada Road, now called K.A. Subramaniam Road, Matunga, Mumbai - 400 019, (hereinafter referred to as the 'said property').

- (1) Vide Indenture of Lease dated 28th day of March, 1962 between (i) The Municipal Corporation of Greater Bombay, a Corporation constituted by Bombay Municipal Corporation Act (therein referred to as 'the Corporation') of the First Part, (ii) Dr. Adam Usman Shaikh, I.A.S. The Municipal Commissioner for Greater Bombay (therein referred to as 'the Commissioner') of the Second Part and (i) Purshottam Jagjivan Bhatt and (ii) Bai Jasodabai, wife of Purshottam Bhatt (therein jointly referred to as 'the Lessees) of the Third Part, The Corporation

demised, all that piece or parcel of land containing an area of Four Hundred and Forty-six (446) square yards equivalent to Three Hundred and Seventy Two point Ninety (372.90) sq.mts. or thereabouts being Plot No. 25 of the Dadar Matunga (North) Estate of the Corporation in the City and Island and bearing New Survey No. 792(pt), Cadastral Survey No. 447/10 Scheme IV, within the Sub-Registration District of Bombay, together with the building thereon known as 'Vishnu Kunj', consisting of main building consisting partly of ground floor and two upper floor and partly of ground floor and 3 upper floors with a staircase room and an out building of ground floor only unto the lessees as 'Joint Tenants', to hold the said demised property for the then unexpired term of 999 years, namely 974 years 4 months and 15 days from 28th day of March, 1962, therein referred to as the 'said term' on the terms and conditions and covenants therein contained and the Commissioner pursuant to the power confirmed upon him by law, confirmed the same.

- (2) Purshottam Jagjivan Bhatt, one of the joint Lessees under Indenture of Lease dated 25th March 1962, died at Bombay on or about 2nd August 1973.
- (3) After the death of Purshottam Jagjivan Bhatt the said demised property was transferred to his wife and said Bai Jasodabai Purshottam Bhatt being one of the Joint Tenants under the Indenture of Lease dated 28th March, 1962, in the records of Municipal Corporation with the name of Ashok Purshottam Bhatt shown as Administrator of the Estate of Late Purshottam Jagjivan Bhatt.

- (4) The said Bai Jasodabai, wife of Purshottam Jagjivan Bhatt, died at Mumbai on or about 30th December 1989, and surviving her were only son Ashok Purshottam Bhatt and two married daughters Smt. Manorama Dhirajlal Pandya and Smt. Damayanti Profulchandra Vyas and leaving her last Will and Testament dated 16th December 1988 bequeathing the said demised property to her only son the said Ashok Purshottam Bhatt.
- (5) In the events and premises aforesaid, the said demised property vested in the said Ashok Purshottam Bhatt as the Administrator of the property and credits of the said deceased Purshottam Jagjivandas Bhatt and as the sole legatee under the Will of the said Smt. Jashodabai Purshottam Bhatt, on the terms, conditions and covenants of the said recited Indenture of Lease dated 28th March, 1962 for the reminder unexpired terms of the said terms of 946 years 4 months and 15 days from 20th March, 1962, and was transferred in the name of Shri Ashok Purshottam Bhatt in the records of the Municipal Corporation of Greater Bombay, as aforesaid.
- (6) By an Agreement dated 26th December, 1991, made between the Ashok Purshottam Bhatt (therein referred to as 'the Assignor') of the First Part, and Kopuri Chinna Krishna Arya Gupta and Kopuri Sita Mahalaxmi (therein referred to as 'the Assignees') of the Second Part, and Smt. Manorama Dhirajlal Pandya and Smt. Damayanti Prfulchandra Vyas (therein referred to as 'the Confirming Parties') of the Third Part, the said Ashok Purshottam Bhatt agreed to sell, assign and transfer to the said Kopuri Chinna Krishna Arya Gupta and Kopuri Sita Mahalaxmi who agreed to purchase and acquire the same as Joint Tenants (with right of survivorship) from the said Ashok

Purshottam Bhatt, all the rights, title and interest of the said Ashok Purshottam Bhatt including all the benefits into, upon and in respect of the said demised property, to which the said Ashok Purshottam Bhatt was entitled to under the said recited Indenture of Lease dated 28th March, 1962, for the remainder unexpired term there-under, at the rent and subject to the terms and conditions thereof, at or for the price and consideration of `2,50,000/- and on the terms, conditions and covenants therein contained, subject to the grant of license and consent of the Municipal Corporation of Greater Bombay, for which an application had been made by the said Ashok Purshottam Bhatt to the Municipal Commissioner to grant such license and consent to the Assignor herein to assign and transfer of the demised property in favour of the Assignees.

- (7) The said Ashok Purshottam Bhatt presented a T. & I. J. Petition being Petition No. 283 of 1994 in the High Court of Judicature at Bombay for grant of Probate of the said Will dated 16th December, 1988 of his deceased mother the said Smt. Jashodabai Purshottam Bhatt, with his two married sisters Smt. Manorama Dhirajlal Pandya and Smt. Damayanti Prafulchandra Vyas, the only other heirs and next-of-kin of the said deceased Smt. Jashodabai Purshottam Bhatt, giving their consent to the grant of such Probate to the Ashok Purshottam Bhatt.
- (8) The said Ashok Purshottam Bhatt was granted probate on 14th December 1995 of the last Will and Testament dated 16th December 1988.
- (9) Pending grant of probate, by indenture dated 11th May, 1994, made between Ashok Purshottam Bhatt (therein referred to as 'the Assignor')

of the First Part and (i) Shri Kopuri Chinna Krishna Arya Gupta and (ii) Smt. Kopuri Sita Mahalaxmi (therein referred as 'the Assignees' and hereinafter referred to as 'the Owners') of the Second Part, and Smt. Manorama Dhirajlal Pandya, and Smt. Damayanti Prafulchandra Vyas, both married daughters of Purshottam Jagjivan Bhatt and Smt. Bai Jasodabai Purshottam Bhatt (therein referred to as 'the First Confirming Party') of the Third Part, AND (i) Smt. Chandrakala Ashok Bhatt, (ii) Munjal Ashok Bhatt, (iii) Durgesh Ashok Bhatt and (iv) Pallav Ashok Bhatt, being wife and sons of Ashok Purshottam Bhatt (therein jointly referred to as 'the Second Confirming Party') of the Fourth Part, the said Ashok Purshottam Bhatt demised unto the Owners the said property, subject to the consent for the said assignment pending to be granted by the Municipal Corporation of Greater Bombay pursuant to the application for permission to assign, transfer, release and assure the said property unto the Owners and the First and Second Confirming Parties confirmed the same.

- (10) Pursuant to the execution of the Assignment dated 11th May 1994, the Owners became seized, possessed of or otherwise absolutely entitled to all that piece or parcel of land containing an area of Four Hundred and Forty-six (446) square yards or thereabouts being Plot No. 25 of the Dadar Matunga (North) Estate of the Corporation in the City and Island and bearing New Survey No. 792(pt), Cadastral Survey No. 447/10 Scheme IV, Dadar Matunga (North) Estate of Bombay Municipal Corporation, within the Sub-Registration District of Bombay, together with the building thereon known as 'Vishnu Kunj', consisting of main building consisting partly of ground floor and two upper floor and partly of ground floor and 3 upper floors with a staircase room and an out building of ground floor only and bearing Municipal 'F' Ward No.

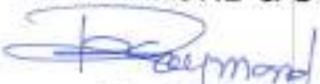
7960(2), 7960(2A), 7960(2B), Street No. 15, 15A, 15B, Brahmanwada Road, now called K.A. Subramaniam Road, Matunga, Mumbai – 400 019, (thereinafter referred to as the 'said property and more particularly described hereinabove and hereinafter referred to as 'the said property').

- (11) Vide Development Agreement dated 12.5.2011 between the Owners, Mr. Kopuri Chinna Krishna Arya Gupta and Mrs. Kopuri Sita Mahalaxmi (therein also referred to as 'the Owners') of the One Part and Tridhaatu Vishnu Kunj Developers LLP, a Limited Liability Partnership incorporated under Section 12(1) of Limited Liability Partnership Act, 2008, and having its Registered Office at E-1, Maryland, D.K. Sandu Marg, Chembur, Mumbai 400 071 (therein referred to as 'The Developers' and herein also referred to as 'the Developers') of the Other Part, the Owners appointed the Developers as the sole and exclusive Developer and Contractor to develop the said property upon the terms and conditions contained therein. The Development Agreement dated 12.5.2011 is registered with the Jt. Sub-Registrar, Mumbai City-2 under Serial No. BBE-2/3763 of 2011.
- (12) We have caused searches to be taken by a professional searcher in the offices of the Sub-Registrar of Assurances at Fort Mumbai and Bandra for the years 1981 to 2010 (30 Years) who has submitted his search notes dated 30.07-2010 and further have also caused searches for the years 2010 to 2015 (6 Years) and has submitted his search notes dated 09.03-2015. From the perusal of both the search notes we have not found any encumbrance with regard to the said property and/or any document affecting the title of the Owners to the said property.

(13) Relying upon the papers/documents furnished the Developers and the search notes issued by the professional searcher, we are of the opinion that

- (i) Title of the said Mr. Kopuri Chinna Krishna Arya Gupta and Mrs. Kopuri Sita Mahalaxmi (the Owners) to the property appears to be clear and marketable and free from encumbrances;
- (ii) In view of the Development Agreement dated 12th day of May 2011 executed between the said Mr. Kopuri Chinna Krishna Arya Gupta and Mrs. Kopuri Sita Mahalaxmi (the Owners), and Tridhaatu Vishnu Kunj Developers LLP, the Developers, Tridhaatu Vishnu Kunj Developers LLP are entitled to develop the said property;
- (iii) That Tridhaatu Vishnu Kunj Developers LLP, are also entitled to sell, deal and/or dispose of the flats/premises in the building proposed to be constructed on the said 'property', save and except the flats agreed to be allotted to the Owners and the tenants occupying the existing building.

Dated this 11th day of March, 2015

For RAYMOND & CO.,

Proprietor
Advocates and Solicitors