

(In reply please quote our Ref. No.)

Date :

B/5244/TC03/247/S/2013

1<sup>st</sup> August, 2013

**TITLE CERTIFICATE**

**TO WHOMSOEVER IT MAY CONCERN**

- 1) The Municipal Corporation of Greater Mumbai hereinafter referred to as "M.C.G.M." is the Owner and Lessor of the property more particularly described in the First Schedule hereunder written and hereinafter referred to as " the said entire property".
- 2) By Lease dated 5<sup>th</sup> December, 1959 made between the Municipal Corporation of Greater Mumbai of the First Part and Vishnu Laxman Gidwani, then Municipal Commissioner of the Second Part and Mr. Shankar Sambhaji Gangla therein referred to as " the Lessee of the Third Part, the Municipal Corporation demised the said entire property to the said Lessee" for the term of 999 years on the annual rent and terms and conditions set out therein.
- 3) By various Deed of Assignment and by inheritance ultimately (1) Fatima D/o of Mohammed Abdul Latif and Wife of Mohammed Hussain Allana, (2) Aisha D/o. Mohammed Abdul Latif and Wife of Aziz Madni, (3) Eshaque Mohammed Latif, (4) Abida Mansoor Latif, (5) Hajrabai Abdulla Latif, (6) Ishtiyaque Abdulla Latif, (7) Nisar Abdulla Latif, (8) Ashfaque Abdulla Latif, (9) Ebrahim Abdulla Latif, (10) Javed Abdulla Latif, (11) Khalid Abdulla Latif, (12) Anjum Abdulla Latif, (13) Uzma Abdulla Latif, (14) Asma Munaf Radiowala, (15) Nilofer Mushtaque Latif, (16) Fahad Mushtaque Latif, (17) Salman Haji Mohammed Latif, (18) Sajid Haji Mohammed Latif, (19) Sameer Haji Mohamed Latif, (20) Sarfaraz Haji Mohammed Latif, (21) Mohammed Haji Mohammed Latif, (22) Sadia Ejaz Merchant, (23) Aarifa

(In reply please quote our Ref. No.)

Date :

B/5244/TC03/247/S/2013

1<sup>st</sup> August, 2013

Mohammed Husain Noble, (24) Zeenat Ali Mohamed Latif, (25) Shehnaz Zahid Khandwani, (26) Firdous Zuber Memon, (27) Shoaib Ali Mohamed Latif, (28) Imran Ali Mohammed Latif, (29) Afzal Ali Mohammad Latif, (30) Abdul Wahab Ali Mohammed Latif (31) Perwaiz Mia Ahmed Latif, (32) Mustafa Mia Ahmed Latif, (33) Moeen Mia Ahmed Latif, (34) Lubna Mia Ahmed Merchant, (35) Shahida Firoz Patka, (36) Hawa Usman Merchant, (37) Tahera Majid Latif, (38) Maimuna Hasan Darvesh and (39) Hanifa Farouk Darvesh , hereinafter referred to as " the Assignors" and one Mansoor Mia Ahmed Latif and Ms. Heeba Mustaque Latif, ( Minor) became the Lessees of the said entire property.

- 4) The said Assignors by Deed of Assignment dated 19<sup>th</sup> May, 2011 have assigned their undivided 98.661% share in the said entire property to Messrs Omkar Realtors & Developers Pvt.Ltd. (herein after called the said Omkar) wherein (1) Mrs. Razia Iqbal Merchant D/o. Ebrahim Mohammed Abdul Latif, (2) Mrs. Salma Suleman Merchant D/o. Ebrahim Mohammed Abdul Latif and (3) Mrs. Aminabai Oomer Mohammed Latif, were party as Second Assignors. The said Deed of Assignment dated 19<sup>th</sup> May, 2011 is registered with the Sub Registrar of Assurances of Bombay – III under Sr.No. 4459 of 2011.
- 5) Mr. Mansoor Mia Ahmed Latif Merchant by Deed of Assignment dated 9<sup>th</sup> December, 2011 have assigned her undivided 1.121% share in the said entire property to Messrs Omkar Realtors & Developers Pvt. Ltd. (herein after called the

(In reply please quote our Ref. No.)

Date :

B/5244/TC03/247/S/2013

1<sup>st</sup> August, 2013

said Omkar) . The said Deed of Assignment is registered with the Sub Registrar of Assurances of Bombay – II under Sr.No. 8643 of 2011.

- 6) Heeba Mustaque Latif by Deed of Assignment dated 20<sup>th</sup> June, 2012 have assigned her undivided 0.218% share in the said entire property to Messrs Omkar Realtors & Developers Pvt. Ltd. (herein after called ORDPL) . The said Deed of Assignment is registered with the Sub Registrar of Assurances of Bombay – II under Sr.No. 4345 of 2012.
- 7) Pursuant to the agreements between (1) Zulekhabai Mohammed Abdul Latif (since deceased) (2) Fatimabai Mohammed Abdul Latif and (3) Aishabai Mohammed Abdul Latif as the Assignees therein of Other Part (hereinafter referred to as "the said Lessees"), and one M/s. Union Builders ("**Union Builders**"), Union Builders have constructed a building by the name of "Lucky Star" ("**Lucky Star Building**") on C.S.NO.854(pt) of Parel Seweri Division admeasuring 1872.28 square meters more particularly described in the **SECOND SCHEDULE** hereunder written and which is hereinafter referred to as "the said Lucky Land".
- 8) Pursuant to the agreements between the Lessees with one M/s. Oomer Mohammed and Brothers ("**Oomer**"), the said Oomer constructed a building by the

(In reply please quote our Ref. No.)

Date :

B/5244/TC03/247/S/2013

1<sup>st</sup> August, 2013

name of "Dimple Apartments" ("**Dimple Apartments**") on an area admeasuring 1824.52 square meters and more particularly described in the **THIRD SCHEDULE** hereunder written which is hereinafter referred to as "the said Dimple Land".

- 9) M/s. Omkar Realtors and Developers Pvt. Ltd. hereinafter referred to as "ORDPL", M/s. Darshan Realtors Pvt. Ltd. hereinafter called "the said Darshan" and M/s Shree Siddhivinayak Enterprises" and now known as "Omkar Realtors and Developers" a partnership Firm hereinafter referred to as " the said Omkar Firm" has entered into a Joint Venture Agreement dated 6<sup>th</sup> April, 2011 for amalgamating/clubbing all the individual schemes into Larger Scheme and for joint development of the Larger Plot. ORDPL , the said Darshan and the said Omkar Firm will be hereinafter collectively referred to "the said Omkar".
- 10) The said Omkar applied for amalgamation of the part of the said property as "Non Slum Plot" with adjusant SRA scheme properties which are being developed by them along with M/s. Darshan Realtors Pvt. Ltd. hereinafter referred to as "the said Darshan" and "Shree Siddhivinyak Enterprises" now known as ' Omkar Realtors and Developers" a partnership firm hereinafter referred to as "the said Omkar Firm".

(In reply please quote our Ref. No.)

Date :

B/5244/TC03/247/S/2013

1<sup>st</sup> August, 2013

- 11) The Deputy Collector(ENC) & Competent Authority has issued Annexure -II on 7<sup>th</sup> June, 2002 regarding the said Latif Slum Land . An area of 1292.00 Sq. Mts. + 1029.46 Sq. mtrs. totally to 2321.46 Sq. mtrs being the Latif Slum Land is notified as Slum under section 4(1) of Maharashtra Slum Areas (Improvement Clearance and Re-development) Act, 1971 by Notification Nos. viz. 1)DC/CA/Lala Bhaiyachi Khan/78, dated 30<sup>th</sup> Septemeber, 1978 and Corrigendum of even No. dated 7<sup>th</sup> May, 1979 for area 1292 sq.mtrs. and 2)DC/CA/MC/ ENC/Latifabad Compound/SR-56/97 dated 3<sup>rd</sup> April, 1997 for 1029.46 sq. mtrs.
- 12) The Slum Rehabilitation Authority has granted its Amalgamated LOI bearing no. SRA/ENG/1678/FS/ML & PL/LOI dated 23<sup>rd</sup> December, 2011 which includes area of 8337.61sq. mtrs of Parel Sewri Division being the part of the said entire property which is more particularly described in **the FOURTH SCHEDULE** hereunder written and hereinafter referred to as "the said property" in favour of the ORDPL.
- 13) From time to time we have caused searches to be taken of the said entire property in relevant Sub Registry. Our search clerk has informed us that the record of the said Parel Sewri Division is either partly or completely in toned condition for year 1963 to 1965, 1971 to 1981 , 1983 to 2003 and Index -II for the year 2011 to 2013 are not maintained properly and not available for search.

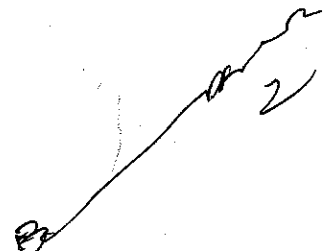
(In reply please quote our Ref. No.)

Date :

B/5244/TC03/247/S/2013

1<sup>st</sup> August, 2013

- 14) We have issued public notices inviting claims or objections from the Public in Free Press Journal (English Edition) on 20<sup>th</sup> August, 2012 and Nav Shakti (Marathi Edition) also on 20<sup>th</sup> August, 2012. We have not received any claims or demands or Objection.
- 15) "The said Omkar" have entered into a Development Agreement With L&T Parel Project LLP dated 25<sup>th</sup> September, 2012 duly registered with the Sub-Registrar of Mumbai bearing Registration no. BBE-2/7440/2012 for development of the said property along with other properties with the terms and conditions mentioned therein.
- 16) The said Omkar has kept all the title documents and deeds relating to the said property in the custody of L & T Parel Project LLP As mentioned in the clause no. 5.5 (x) and 8.1(xvii) of Development Agreement dated 25<sup>th</sup> September, 2012.
- 17) "ORDPL", "the said Darshan" and " the said Omkar Firm" has entered into a Supplemental Agreement dated 3<sup>rd</sup> October, 2012 to Joint Venture Agreement dated 6<sup>th</sup> April, 2011 deciding the revenue sharing ratio between them.



(In reply please quote our Ref. No.)

Date :

B/5244/TC03/247/S/2013

1<sup>st</sup> August, 2013

- 18) As per the policy approved by the Improvement Committee of Corporation and as per Resolution no. 130 dated 15<sup>th</sup> October, 2008 and C.R.No. 796 of 11<sup>th</sup> November, 2008 fresh Lease for 30(thirty) years with revised lease rent will be executed by M.CG.M. . In view of the policy of Municipal Corporation the right of the said Omkar and their Title shall be governed by the terms and conditions of of the said policy of Municipal Corporation .Our Client have informed us that they have applied for their name to be entered as Lessee of the said entire property in Property Register Card (PR card).
- 19) Shri Gaurav Vishnu Gupta, Director of M/s Omkar Realtors & Developers Pvt. Ltd., has made and executed Declaration Cum Indemnity dated 31<sup>st</sup> July, 2013.
- 20) We hereby certify that subject to the said Policy of Municipal Corporation the title of M/s. Omkar Realtors and Developers Pvt. Ltd. as the Lessee of the said property, more particularly described in the **Fourth Schedule** hereunder written is clear, marketable and free from encumbrances.
- 21) We hereby certify that subject to (i) no adverse document being found registered in the years when the records of the Sub-Registrar were torn or partly torned or were not available (ii) the said Policy of Municipal Corporation (iii) our clients complying with the terms and conditions of LOI dated 23<sup>rd</sup> December, 2011 and (iv) the terms and conditions of the Development Agreement dated 25<sup>th</sup> September 2012, our client and L&T Parel Project LLP have the right to develop the said property. Under clause no. 20 of the said Development Agreement, L&T Parel

(In reply please quote our Ref. No.)

Date :

B/5244/TC03/247/S/2013

1<sup>st</sup> August, 2013

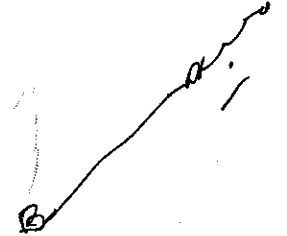
Project LLP has right to sell/allot/lease the Premises being the flats, shops, offices, or any other tenements proposed to be constructed in the Free Sale Buildings along with parking spaces, open spaces, garden, etc. on the Free Sale Project as per terms and conditions of the said Development Agreement.

**THE FIRST SCHEDULE OF THE PROPERTY**

ALL THOSE Pieces or Parcels of land containing an area of 14393 square yards equal to 12034 square meter or thereabouts being Plot No.1 (South) of the Shivdi (Sewri) Wadala Estate Scheme No.57 of Municipal Corporation which said plot was formerly forming cases Nos.187,190,191 and 192 of the Scheme 57 Sewri Wadala Estate of the Corporation in the City and Island and bearing Cadastral Survey No.854 of Parel- Shivdi (Sewri) division, within Registration, Sub District and District of Mumbai City and Mumbai Suburban.

**THE SECOND SCHEDULE OF THE PROPERTY**

ALL THAT piece or parcel of land containing an area of 1872.28 square mtrs. Or thereabout being Sub-Plot No.3 (also Referred to as Sub-Plot B) situated on and being part of Plot No.1 (South) (part) of the said Shivdi (Sewri) Wadala Estate Scheme No.57 bearing Cadastral Survey no.854 of Parel-Shivdi (Sewri) Division which the said plot was formerly forming cases No.187, 190, 191 and 192 of the





(In reply please quote our Ref. No.)

Date :

B/5244/TC03/247/S/2013

1<sup>st</sup> August, 2013

scheme 57, Shivdi (Sewri) Wadala Estate of the Corporation in the City and Island within Registration Sub- District and District of Mumbai City and Mumbai Suburban which piece of land bears New Survey No.2456 (pt) and Cadastral Survey No.854(part) of Parel-Shivdi (Sewri) Division.

**THE THIRD SCHEDULE OF THE PROPERTY**

ALL THAT piece or parcel of land containing an area of 1824.52 square mtrs. or thereabout being sub-plot No.2 (also Referred to as Sub-Plot A) situated on and being part of Plot No.1 (South) (part) of the said Shivdi (Sewri) Wadala Estate Scheme No.57 bearing Cadastral Survey no.854 of Parel Shivdi (Sewri) Division which the said plot was formerly forming cases No.187, 190, 191 and 192 of the scheme 57, Shivdi (Sewri) Wadala Estate of the Corporation in the City and Island within Registration and Sub-Registrar District and District of Mumbai City and Mumbai Suburban which piece of land bears New Survey No.2456 (pt) and Cadastral Survey No.854(part) of Parel Shivdi (Sewri) Division.



(In reply please quote our Ref. No.)

Date :

B/5244/TC03/247/S/2013

1<sup>st</sup> August, 2013

**THE FOURTH SCHEDULE OF THE PROPERTY**

ALL THAT Piece or Parcel of land admeasuring 8337.61 square meter or thereabouts bearing Cadastral Survey No.854(pt) of Parel-Shivdi (Sewri) division, within Registration, Sub District and District of Mumbai City and Mumbai Suburban and bounded

on the North by : C.S.no. 854(pt) with Dimple Apartment &  
Lucky Star Buildings

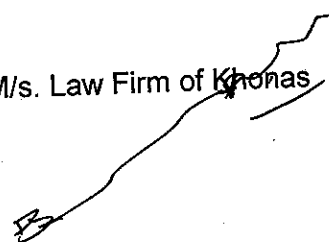
on the East by : C.S.No. 651

on the South by : C.S.No. 437 Municipal School, C.S.No. 1/437,  
C.S.no.437(pt) & C.S.no. 654 and

on the West : C.S.No. 432

Mumbai, dated this 1<sup>st</sup> day of August, 2013

For. M/s. Law Firm of Khonas



Partner  
Solicitors & Legal Consultants  
B/5244/TC03 /2013