

(In reply please quote our Ref. No.)

Date :

B/5580

20th/8/2013

134

B/5580/TC02/246/S/2013

1st 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 of property more particularly described in the schedule hereunder written and hereinafter referred to as "the said property".
2. M.C.G.M has entered into Agreement to Lease dated 8th April, 1989 with Don October Co. operative Housing Society Ltd., hereinafter referred to as "the said society" for the said property for 60 (Sixty) years commencing from 29th April, 1987. No Lease is yet executed for the said property in favour of the said society by M.C.G.M.
3. Originally the said property was bearing C.S.No. 437(pt) of Parel Sewri Division after the execution of the said Agreement to Lease the said C.S.No. 437 of Parel Sewri Division was sub divided and the said property has been allotted new C.S.No. 1/437 of Parel Sewri Division.
4. Even though M.C.G.M. has only executed Agreement to Lease dated 8th April, 1989 with the said society, the register maintain by the collector for C.S.No. 1/437 of Parel Sewri Division has entered the name of the said Society as Lessee. There is no Lease executed in favour of the Society therefore the name of the said society as Lessee of the said property needs to be deleted from "Survey Register for the Town and Island of Bombay"(PR Card).

Received
Kadpak Sorensen
1.8.2013.



(In reply please quote our Ref. No.)

Date :

B/5580/TC02/246/S/2013

1st August, 2013

5. The Chief Executive Officer and other officers of SRA by letter dated 8th October, 1997 bearing SRA/DYGE/96/FS/ML/LOI addressed to Municipal Commissioner informed him that the Development of the said property has been converted from the old (SRD Scheme) to SRA scheme and they have sanctioned the Scheme as per DC Regulation 33(10) read with Appendix-IV.
6. The Undertaking dated 8th September, 1988 bearing no. BOM-P-BBE-1393-1988 is given by Don October society to B.M.C. for right of way given by the said society to the adjoining Municipal School, as per clause no. 6 of the said undertaking, the right of way is given till the M.C.G.M provides the Municipal school with the permanent access.
7. Our client M/s. Omkar Realtors & 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" 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 6th April, 2011 for amalgamating/clubbing all the individual schemes into Larger Scheme and for joint

(In reply please quote our Ref. No.)

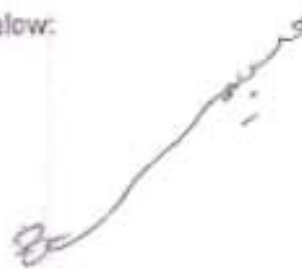
Date :

B/5580/TC02/246/S/2013

1st August, 2013

development of the Larger Plot. ORDPL, the said Darshan and the said Omkar Firm will be hereinafter collectively referred to "the said Omkar".

8. The Slum Rehabilitation Authority has granted its Amalgamated LOI bearing no.SRA/ENG/1678/FS/ML &PL/LOI dated 23rd December,2011 hereinafter referred to as " the said Amalgamated LOI" in favour of ORDPL, for the redevelopment of the said property with other properties under the provisions of D.C. Regulation No 33 (10) read with Appendix IV.
9. In Agreement to Lease property was described as C.S.No. 437(pt) of Parel Sewri Division and also in Application to SRA for redevelopment of the said property the said property was described as C.S.No. 437(pt) of Parel Sewri Division and not C.S.No.1/437 of Parel Sewri Division ,therefore C.S.No. 437(pt) of Parel Sewri Division is mentioned in the said Amalgamated LOI and not C.S.NO. 1/437 of Parel Sewri Division.
10. Under the said Amalgamated LOI our client have to comply with among others clause no. 66 & 67 , the said clauses are reproduced herein below:



(In reply please quote our Ref. No.)

Date :

B/5580/TC02/246/S/2013

1st August, 2013

Clause 66. That you shall obtain NOC / Remarks from the concerned dept. of MCGM regarding redevelopment of DON October CHS Ltd. before initiating demolition action of existing composite building of society.

Clause 67. That you shall submit 100% consent/agreement from the members of the society regarding redevelopment of Don October CHS Ltd. before initiating demolition action of existing building of society.

11. Our client have represented to us that no completion certificate of the existing building of the said society has been issued. They have made the representation to us that they have obtained 100%(Hundred percent) Consent from the members of the said society regarding redevelopment of the said property. They have further represented to us that they will submit such 100% (Hundred percent) consent of the members of the said society to S.R.A.
12. The City Survey Officer of Slum Rehabilitation Authority by its letter dated 14th June, 2013 has informed our client that S.R.A. will execute Lease under provisions of Section 15A of Maharashtra Slum Areas (Improvement, Clearance And Redevelopment) Act, 1971 after the Rehabilitation component is constructed and full O.C. is issued. They will execute Lease in favour of our client or Joint sale and

(In reply please quote our Ref. No.)

Date :

B/5580/TC02/24G/S/2013

1st August, 2013

Rehab society or society of flat purchasers as the case may be. Here to annexed and marked as Annexure-1 copy of the said Letter dated 14th June, 2013.

13. In the Special General Meeting of the said society held on 24th day of July, 2013 members of the said society have unanimously resolved and appointed our client as the Developer and have agreed to execute requisite documents with our client.
14. "The said Omkar" have entered into a Development Agreement With L&T Parel Project LLP dated 25th 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 on the terms and conditions mentioned therein.
15. 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 25th September, 2012.
16. Our client, "the said Darshan" and "the said Omkar Firm" has entered into a Supplemental Agreement dated 3rd October, 2012 to Joint Venture Agreement dated 6th April, 2011 deciding the revenue sharing ratio between them.

(In reply please quote our Ref. No.)

Date :

B/5580/TC02/246/S/2013

1st August, 2013

17. The said Omkar are developing with M/s. L & T Parel Project LLP, the properties situate at Dadar Naigaon Division and Parel Seweri Division including the said property.
18. We have caused searches to be taken of the said property in relevant Sub Registry. Our search clerk has informed us that the records of the said Parel Seweri Division is either partly or completely in torned condition for year 1989 to 1994, 1995 to 2002, 2003 to 2007 and Index -II for the year 2002 to 2013 is not maintained properly and not available for search.
19. We have issued public notices inviting claims or objections from the Public in Free Press Journal on 11th July, 2013 and Nav Shakti in Marathi also on 11th July, 2013. We have not received any claims or demands or Objections.
20. Mr. Gaurav V. Gupta, Director of M/s. Omkar Realtors and Developers, has made and executed Declaration Cum Indemnity dated 29th day of July, 2013 regarding the Title of the said property.
21. We hereby certify that subject to (i) Undertaking dated 8th Septemebr, 1988 given for Right of way by the said society, (ii) no adverse document being found to be

(In reply please quote our Ref. No.)

Date :

B/5580/TC02/246/S/2013

1st August, 2013

registered in the years when the records of the Sub-Registrar are torned or partly torned or were not available . (iii) the said Omkar including our client complying with the terms and conditions of LOI dated 23rd December, 2011 issued to them in general and clause no.66 & 67 in particular, (iv) Our client getting the name of the said Don Octobe' Society as Lessee deleted from the 'Survey Register for the Town and Island of Bombay'(PR Card) for the said property and (v) the said society executing requisite documents pursuant to the resolution passed in the Special General Meeting dated 24th July, 2013 in favour of our client and (vi) the terms and conditions of the Development Agreement dated 25th September 2012, our client and L& T Parel Project LLP have the right to develop the said property. Under clause 20 of the said Development Agreement, L&T Parel Project LLP has the rights to self/allot/lease the Premises being the flats, shops, offices, or any other tenements proposed to be constructed on the said plot 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.

Bankimchandra P. Khona
Ms. Zarana Khona Ahmed

Law Firm of Khonas
Solicitors & Legal Consultants

(In reply please quote our Ref. No.)

Date :

B/5580/TC02/246/S/2013

1st August, 2013

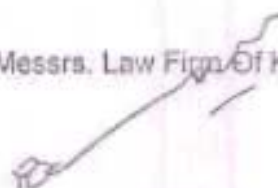
SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground admeasuring 1337 sq.mt or thereabouts with structure standing thereon earlier bearing C.S.No. 437(pt) of Parel Shivdi (Sewri) Division and now bearing C.S.No. 1/437 of Parel Sewri Division situate at Jerbai Wadia Road Seweree, F/South Ward of Municipal Corporation of Greater Mumbai within the Registration Sub District and District of Mumbai City and Mumbai Suburban.

Mumbai, dated this 1st day of August, 2013

Encl: As above

For. Messrs. Law Firm of Khonas



Partner

Solicitors & Legal Consultants

B/5580/TC02/2013

B/ 5580/TC02/246/2013



झोपडपट्टी पुनर्वसन प्राधिकरण

प्रशासकीय इमारत, आर्नेट कामेकर मार्ग,

व्हारे (पूर्व), मुंबई-५१.

Email : info@sra.gov.in

जा.क्र. झोपडा/नभूअ/ कार्या-१/टेंएस-२/दोन अक्टोबर/२०१३/ 312

दि २४/६/२०१३

प्रति,

मे. ओमकार रिअल्टर्स अँड डेव्हलपर्स प्रा.लि.

ओमकार हाऊस ऑफ इस्टर्न एक्सप्रेस हायवे,

सायन चुनाभट्टी सिंगानल, सायन (पु), मुंबई २२.

विषय :- नभूअ ४३७पे आणि नविन नभूअ १/४३७ जेरवाई वाडोया रोड, परळ भोईवाडा, मुंबई -१२ येथील दोन ऑक्टोबर सहकारी गृहनिर्माण संस्थेच्या (मयी) ताब्यातील अंदाजे १३३७ चौ.मी. क्षेत्रफळाच्या भूखंडाच्या (सदर भूखंड) भाडेपट्टा (लिज) बाबत.

संदर्भ :- आपले दि.१०/०६/२०१३ रोजीचे पत्र.

उपरोक्त विषयाच्या अनुषंगाने आपल्या दि.१०/०६/२०१३ रोजीच्या पत्रा नुसार आपणांस कळविण्यात येते की,

- झोपडपट्टी पुनर्वसन प्राधिकरणाद्वारे संस्थेची सदर मिळकत ही बृहद् आराखड्याचा भाग म्हणून परळ-शिवाडी विभागातील भूकर क्र. ४३२पे, ४३७पे, ४४०पे, ६४५ ते ६५०, ६५३पे, ६५४, ६५५पे, ६५८पे, ८५४, ८६९, ८७०, ८७१ व दादर नायगांव विभाग येथील भूकर क्र. १५५पे, १७४पे, १७६पे, १/७७पे, १८५पे, १०३८, १०३९ मिळकतीसह महाराष्ट्र झोपडपट्टी क्षेत्र (सुधारणा, निर्मूलन आणि पुनर्विकास) अधिनियम १९७१ च्या तरतुदीनुसार राबविण्यात येणाऱ्या झोपडपट्टी पुनर्वसन योजनेकरीता आराखपत्र क्र. SRA/ENG/१६७८/FS/ML&PL/LOI दि.२३/१२/२०११ द्वारे त्यातील अटी व शर्तीनुसार विक्रीत करण्यासाठी मंजूरी दिलेली आहे.
- महाराष्ट्र झोपडपट्टी क्षेत्र (सुधारणा, निर्मूलन आणि पुनर्विकास) अधिनियम १९७१ च्या कलम १५अ नुसार सदर योजनेतील सार्वजनिक मालकीच्या मालमत्तेचा भाडेपट्टा करार सदर योजनेतील पुनर्वसन घटक (Rehab Component) संपूर्ण भोगवटा प्रमाणपत्र (Full OC) दिल्यानंतर पुनर्वसन घटकास आणि विक्री घटकास योग्य वेळी आशयपत्रातील तरतुदीनुसार आणि तुमच्या आवश्यकतेनुसार तुमच्या लाभात आणि / किंवा संयुक्त घटकातील संस्थेची (Composite component) किंवा मुक्त विक्रीच्या घटकातील राबर खरेदीदारांनी स्थापन केलेला संघ / संघटना / कंपनी / सहकारी संस्था जशी स्थिती असेल त्यानुसार या प्राधिकरणाद्वारे करण्यात येईल, तोपर्यंत प्राधिकरणाकडील दाखल मंजूर योजनेनुसार किंवा प्राधिकरणाने वेळोवेळी मंजूर केलेल्या योजनेनुसार पुढील कार्यवाही करण्यास हरकत नाही.

14/6/2013

नगर भूमापन अधिकारी,
झोपडपट्टी पुनर्वसन प्राधिकरण.