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M. T. MISKITA & CO. (REGD.)

M. M. MISKITA
V. C. MISKITA

Advocates & Solicitors

TO WHOMSOEVER IT MAY CONCERN

TITLE CERTIFICATE

Under instructions from our clients Evershine Builders Pvt. Ltd. we have perused copies of the papers and documents mentioned herein with regard to the land out of Survey Nos. 29, 31, 34, 37, 38, 39 and T bearing New CTS Nos. 809-A/1, 809-A/2, 809-A/6, 810 (pt), 818-C/1, 820 (pt), 822 (pt), 284-A, 828/2, 832(pt), in all admeasuring 1,74,718.43 Square Meters or thereabouts and as shown in the Schedule hereunder reserved for Public Housing (P.H.), Play Ground (PG), Municipal Primary School (MAP), Fire Brigade (FB) and Development Plan Road (D.P. Road) as per relocation letter dated 21st October, 1999 bearing No. CHE9017 D-Plot/P&R issued by Executive Engineer (D.P.) (WS)R of Municipal Corporation of Greater Mumbai and as per sub-division order bearing Nos. SR/3916 dated 5th March 1999 relating to S. No. 38(pt), CTS No. 809A in development plan of Village Polsar, Taluka Borivali, Bombay Suburban District, Bombay and more particularly shown on the duly sign plan annexed hereto surrounded by red colour boundary lines and stated in the Schedule hereunder, for brevity the same is hereinafter called "the said land";

1. In and before the 1951 Nanabhoy Byramjee Jeejeebhoy was seized and possessed of and/or otherwise well and sufficiently entitled to inter alia the said land at Village Polsar, described in the Schedule hereunder written;

2. By a registered Conveyance dated 24th July, 1951 (registered with the Sub Registrar of Assurances at Bombay under Registration No. 4212 of Volume No. I on 17th November, 1951) and expressed to be made between the said Nanabhoy Byramjee Jeejeebhoy as the Vendor of the One Part and Byramjee Jeejeebhoy Limited (subsequently known as Byramjee Jeejeebhoy Private Limited) a company governed under the provisions of the Companies Act, 1956 as the Purchaser of the Other Part the said Nanabhoy Byramjee Jeejeebhoy sold, granted assured, conveyed and transferred to the said Byramjee Jeejeebhoy Private Limited inter alia the said land more particularly described in the Schedule hereunder written and shown on the plan annexed hereto surrounded by red colour boundary lines.

3. By an Agreement dated 29th June 1982 and expressed to be made between the said Byramjee Jeejeebhoy Private Limited as the owners of the One Part and the said BREDCO therein referred to as the Developers of the other Part, BREDCO has acquired development rights inter alia in the said land on the terms and subject to the conditions more particularly stated in the said Agreement dated 29th June 1982.

4. By virtue of the Consent Terms dated 21st December, 1988 filed in High Court at Bombay in Company Petition No. 868 of 1988 filed by Byramjee Nanabhoy Jeejeebhoy & Ors. As the Petitioners and the said Byramjee Jeejeebhoy Private Limited & Ors. As the Respondents the said land described in the Schedule hereunder written inter alia (i.e. along with other lands) became vested but subject to the aforesaid Agreement dated 29th June 1982 in the said Nanabhoy Jeejeebhoy Private Limited without any further act or deed;

5. BREDCO has paid full consideration money to the said Byramjee Jeejeebhoy Private Limited and obtained from Nanabhoy Jeejeebhoy Private Limited (Who were successors in title to the said Byramjee Jeejeebhoy Private Limited as herein recited) an Irrevocable power of Attorney date 26th February, 1989 in their favour of fully deal with the properties mentioned therein including the said land described in the Schedule hereunder written;

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6. In the premises BREDCO has become fully entitled to deal with various properties including the said land and dispose of the same on such terms and conditions as it may deem fit and proper.

7. By two Memorandums of Understanding dated the 6th day of October, 1986 and 29th day of January 1992, made between BREDCO and Thakur Brothers Agricultural Farm, the said BREDCO and Thakur Brothers Agricultural Farm agreed to develop the various property mentioned therein which include the said land described in the Schedule hereunder written, in the ratio of 60% by BREDCO and 40% by Thakur Brothers Agricultural Farm.

8. The Additional Collector & Competent Authority, ULC, Greater Bombay by a permission dated the 20th day of October, 1989 under provisions of the Urban Land (Ceiling & Regulation) Act, 1976 bearing No. C/ULC/D.III/22/4018 under provisions of section 22 of the said ULC Act, 1976 inter alia allowed to hold the said land for redevelopment, the Additional Collector & Competent Authority has also issued corrigendum dated 16th July 1993, 8th October 1993, 4th June 1997, 20th May 1998 and 11th November 1999 to the aforesaid permission dated 20th October, 1989 in respect of the said land described in the Schedule hereunder written upon the terms and conditions mentioned in the said premises.

9. There is no litigation pending with regard to the said land against BREDCO and the claim of the persons whose names are mentioned in the other right column of the record of rights, are not in respect of the reserved land mentioned in the Schedule hereunder save and except claim of Thakur Brothers Agricultural Farm ("the said Firm").

10. BREDCO and the said Firm have each made a declaration both dated 27th January, 2000 deposing, inter alia, that, there is no suit or other proceeding or injunction or attachment affecting the said lands and that neither BREDCO nor the said Firm have created any mortgage or charge or other encumbrance or third party rights nor has BREDCO received any claim or demand in respect of the said land which is contrary to or inconsistent its sole and absolute ownership of the said lands except that of the said Firm which has been amicably settle between BREDCO and the said Firm as recorded in the said Memorandum of Understanding.

In view of the aforesaid and on the basis of the said Declarations and subject to what is stated herein, the title of BREDCO, with regard to the lands described in the Schedule are good and marketable and is free from encumbrances.

The Schedule Above Referred To :-

All those piece and parcel of land situate at Village Poisar, Taluka Borivli, Bombay Suburban District, Bombay admeasuring 1,74,718.43 Square Meters or thereabout out of Survey Nos. 29,31,34,37,38,9 and 41 having CTS Numbers as under and more particularly shown on the Plan annexed hereto surrounded by red colour boundary line admeasuring area as follows :

S. Nos.	CTS No.	Area in Sq. Mts.	Reservation As per Development Plan
38	809-A/1	5167.50	PH-A (PUBLIC HOUSING)
41	824-a	5256.75	
		10424.25	
31	818-C/1	3360.00	PH-B
29	820	4447.50	
39	832	530.00	
	+ 809-A/1		
	+ 809-A/2		
	+ 809-A/6		
		54403.50	

S. Nos.	CTS No.	Area in Sq. Mts.	Reservation As per Development Plan
34 38	810 809-a/1	330.00 25606.00 25936.00	PH-C
TOTAL PH - A + B + C = 90763.75 SQUARE METERS			
34 38	810(PT) 809-A/1	1282.50 9597.50 1080.00	FB (FIRE BRIGADE)
37 38	822 809-A/1	4403.00 27757.00 32160.00	PARK
38 38	809-A/1 809-a/1	2160.00 2136.00	PG (PLAY GROUND) MAP (MUNICIPAL PRIMARY SCHOOL)
TOTAL 47336.00 SQUARE METERS			
31 29 38 34 37 38	818-C/1 820 809-A/1 810 822 809/A/1	805.20 2270.00 10298.00 3412.75 804.00 11813.48 29403.48	36.60 MTS. D. P. PLAN
38	809-A/1	7215.00	13.40 MTS D.P. PLAN
TOTAL 36618.68			

The above property bounded as follows :

Towards North : 13.4 Meters D.P. Road;
 Towards South : 18.3 Meters D. P. Road;
 Toward East : 13.4 Meters D. P. Road;
 Towards West : 36.6 Meters D. P. Road

DATED THIS 27TH DAY OF APRIL, 2000.

Yours faithfully,
 For M.T. Miskita & Co.

Partner