



Lex Firmus
Advocates & Solicitor

LC 942-114-82

Title Certificate

Re: Re-Development of property situate at Survey No. 236 A (Part), C.T.S. No. 5706 (Part), T.P.S. No. 275, admeasuring 627 sq. mtrs; (ii) C.T.S. No. 5705 (Part), T.P.S. No. 276, admeasuring 238 sq. mtrs; and (iii) C.T.S. No. 5703 (Part), T.P.S. No. 277, admeasuring 393 sq. mtrs; aggregating in all 1258 sq. mtrs, in Revenue Village Ghatkopar (East), Taluka Kurla, in the Registration District of Mumbai Suburban District ('Property').

At the instance and request of M/S. JAYDEEP CONSTRUCTION, we have investigated the title of the said Property owned by Pant Nagar Rail View Co-operative Housing Society Limited, a society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and bearing Registration No. MUM/MHADB/HSG(TO)/(TC)/12007/2002-2003 on the basis of the documents supplied to us as mentioned in Annexure hereto and without any external verification.

On perusal of the papers pertaining to the said Property, handed over to us and mentioned in Annexure hereto, we have to state as under:

1. It appears that the Maharashtra Housing and Area Development Authority (MHADA) was interalia seized and possessed of or otherwise well and sufficiently entitled to the said Property. In pursuance and implementation of a Government of India Scheme ('Scheme'), the MHADA constructed a

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building bearing No. 184 on the said Property for the purpose of housing as provided in the said Scheme ('**Building**'). The tenements in the said Building were allotted to individual allottees on rental basis for residential use. The Government of India permitted the State Government to transfer the tenements on certain conditions laid down by the Government of India in that behalf. The Government of Maharashtra interalia directed that the buildings built by MHADA and other agencies under certain schemes should be offered for sale on as is where is basis on certain terms and conditions and interalia after the occupants of tenements have formed a co-operative housing society. In pursuance thereof, the tenements of the said Building formed themselves into a co-operative housing society by the name of "Pant Nagar Rail View Co-operative Housing Society Limited", which was later registered under the Maharashtra Co-operative Societies Act, 1960 vide No. MUM/MHADB/HSG/(TO)/(TC)/12007/2002-2003 on or about 31/10/2002 ('**Society**').

2. It appears that on and around 01/05/1966, a lease of the land underneath and appurtenant to the said Building i.e. of the said Property, was granted by the MHADA to the said Society, for a period of 99 (ninety nine) years with effect from 01/05/1966 subject to such terms and conditions as agreed upon to by and between the MHADA and the Society.
3. It appears that somewhere in the year 2006, owing to the dilapidated condition of the said Building, the members of the Society desired to carry out redevelopment of the said Building and the said Property by demolishing the existing structure and reconstructing a new building, instead of incurring heavy expenses for repairs/renovations of the said Building. In pursuance of the above, the Society vide a Resolution passed in its Special General Body Meeting conducted on 05/02/2006, appointed Jaydeep Construction, to redevelop the said Building and the said Property ('**Resolution**'). Thus, a Development Agreement dated 01/06/2006, was executed by and between the Society and Jaydeep Construction, at Mumbai, which was duly stamped.



and registered with the Sub-Registrar of Assurances at Kurla IV under Serial No. BDR14/3643/2006 (**Development Agreement**).

4. It further appears that for the purposes of redevelopment of the said Building and the said Property, the Society appointed and authorized Jaydeep Construction to do and perform various acts, deeds and things and also apply for and obtain necessary permissions, orders, approvals, sanctions and certificates from the concerned authorities, vide a Power of Attorney dated 01/06/2006, duly registered with the Sub-Registrar of Assurances at Kurla IV under Serial No. BDR14/3644/2006.
5. In pursuance of the above, an Indenture of Lease of the said Property dated 11/09/2006 made at Mumbai, was executed by and between the MHADA, the Authority therein and the Society, duly registered with the Sub-Registrar of Assurances at Kurla IV under Serial No. 5715 by which the MHADA demised unto and in favour of the Society the said Property for a period of 99 (ninety nine) years commencing from 01/05/1966 on such terms and conditions as contained therein (**Indenture of Lease**).
6. A Deed of Sale of the said Building dated 11/09/2006 made at Mumbai, was also executed by and between the MHADA, the Authority therein and the Society, the Purchaser therein, and duly registered with the Sub-Registrar of Assurances at Kurla IV under Serial No. 5716 by which the MHADA in consideration of an aggregate sum of Rs. 6,63,560 (Rupees Six Lacs Sixty Three Thousand Five Hundred and Sixty Only) conveyed the right, title and interest in the said Building to the Society, on such terms and conditions as contained therein (**Deed of Sale**).
7. By a Lease Deed of Rectification dated 06/02/2007, made at Mumbai, and executed by and between the MHADA and the Society, the parties therein, the inadvertent mistake of not mentioning the true and correct City Survey

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Number in the Indenture of Lease was rectified (**Lease Deed of Rectification**).

8. By a Sale Deed of Rectification dated 06/02/2007, made at Mumbai, and executed by and between the MHADA and the Society, the parties therein, the inadvertent mistake of not mentioning the true and correct City Survey Number in the Deed of Sale was also rectified (**Sale Deed of Rectification**).
9. In and around January 2013, Jaydeep Construction being desirous of taking further steps towards performing, complying with and fulfilling its obligations under the said Development Agreement, decided to jointly work and complete the redevelopment of the said Building and the said Property with one Mahalaxmi Construction.
10. In pursuance of the above, on the permission granted by the Society to Jaydeep Construction to work jointly with Mahalaxmi Construction (collectively referred to as the '**Developers**'), a NOC dated 03/05/2013 bearing Ref No. Co/MB/RDC/NOC/F-157/786/2013, Issuing revised Offer Letter and No-Objection Certificate was granted by the Chief Officer, MHADA Board, Bandra (E), Mumbai- 51 to the Developers to carry out redevelopment of the said Building and the said Property on the terms and conditions recorded therein.
11. Thus, a Deed of Joint Venture dated 19/12/2013, made at Mumbai, was executed by and between the Society, Jaydeep Construction and Mahalaxmi Construction, wherein it was interalia agreed that the redevelopment of the said Building shall be carried out jointly by the said Developers (**Deed of Joint Venture**).
12. Since both the Development Agreement and the Power of Attorney dated 01/06/2006, were executed prior to the execution of the said Indenture of Lease and the Deed of Sale, a Deed of Rectification-cum-Modification dated



19/12/2013, made at Mumbai, was executed by and between the Society and Jaydeep Construction, interalia (i) for rectifying the inadvertent mistakes of not mentioning the true and correct City Survey Number therein and, (ii) for modifying the total aggregate area of the said Building to be provided to the members of the said Society; the change in area owing to the change in the development policy of the Municipal Corporation of Greater Mumbai (For short, the 'MCGM') (**Deed of Rectification cum Modification**).

13. By a Power of Attorney dated 19/12/2013 bearing and for the purpose of the said Deed of Joint Venture, the Society appointed and authorized Jaydeep Construction once again to do and perform various acts, deeds and things in furtherance of the work of redevelopment of the said Building and the said Property.
14. By a Power of Attorney dated 19/12/2013, Jaydeep Constructions through its partners viz., 1. Murji Damji Minat and 2. Karsan Velji Patel have authorized Mahalaxmi Construction through partners 1. Jitendra GordhanRajpara 2. Ramesh Gunvantrai Salot and 3. Dhaval Harshavardhan Shah to do and perform various acts, deeds and things in furtherance of the work of redevelopment of the said Building and the said Property
15. It appears that in June 2013, Jaydeep Construction vide its letter No. 611 dated 28/06/2013 to the Brihan Mumbai Mahanagar Palika applied for the Intimation of Disproval. It further appears that Jaydeep Construction also submitted the Building Plans, Sections Specifications and the necessary particulars and details under its above referred letter No. 611 to the Brihan Mumbai Mahanagar Palika. The Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act (as amended up to date) dated 05/08/2015, bearing Ref No. CE/6413/BPES/AN, was consequently issued by the Executive Engineer - Building Proposals E. S. II to Jaydeep Construction stating the terms and conditions to be complied with respect to the redevelopment of the said Building and the said Property (**IOD**).



16. In pursuance of the above, the Commencement Certificate/Building Permit dated 22/12/2015 bearing Ref No. CE/6413/BPES/AN was also granted by the Executive Engineer (Building Proposals) E. S. II of the MCGM to Jaydeep Construction, as required under Sections 45 and 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out the redevelopment. The Commencement certificate mentions the Plot Nos. but does not mention the details of all the CTS Nos.
17. We had on instructions of our clients issued a public notice in Free Press Journal on 16/02/2016 inviting claims from public at large with respect to the Property. We have not received any claims in respect of the Property till date.
18. Taking into consideration the copies of the relevant papers referred to above, we hereby certify that MHADA is the Owner of the said Property, Pant Nagar Rail View Co-operative Housing Society Limited is the Lessee of the said Property, more particularly described in the Schedule hereunder, and owner of the said Building bearing No. 184 constructed thereon. We further certify that Jaydeep Construction along with Mahalaxmi Construction have been granted development rights in respect of the said Property and the said Building and are entitled to redevelop the said Property and the said Building in accordance with the terms of the Development Agreement and the Deed of Joint Venture.

SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land situate at Survey No. 236 A (Part), C.T.S. No. 5706 (Part), T.P.S No. 275, admeasuring 627 sq. mtrs; (ii) C.T.S. No. 5705 (Part), T.P.S No. 276, admeasuring 238 sq. mtrs; and (iii) C.T.S. No. 5703 (Part), T.P.S No. 277, admeasuring 393 sq. mtrs; aggregating in all 1258 sq. mtrs, in Revenue Village Ghatkopar (East), Taluka Kurla, in the Registration District of Mumbai Suburban District together with the building constructed.

Signature

thereon bearing No. 184 and bearing Registration No.
MUM/MHADB/HSG/(TO)/(TC)/12007/2002-2003.

Dated this 31st day of March, 2016.

Yours truly,
For Lex Firmus,


Durgaprasad Sabnis
(Proprietor)

ANNEXURE ABOVE REFERRED TO

The following is the list of all the documents, the photocopies of which have been furnished to us for our perusal, for the purpose of this Title Certificate.

Sr. No.	Dated	Particulars
1.	05/02/2006	Resolution passed in the Special General Body Meeting of the Society
2.	01/06/2006	Development Agreement between the Society and Jaydeep Construction
3.	11/09/2006	Indenture of Lease between the MHADA and the Society
4.	11/09/2006	Deed of Sale between the MHADA and the Society
5.	06/02/2007	Lease Deed of Rectification Sale Deed of Rectification
6.	19/12/2013	Deed of Rectification-cum-Modification
7.	19/12/2013	Deed of Joint Venture between Jaydeep Construction, the Society and Mahalaxmi Construction
8.	19/12/2013	Power of Attorney Issued by the Society in favour of Jaydeep Construction
9.	19/12/2013	Power of Attorney Issued by Jaydeep Construction in favour of Mahalaxmi Construction.
10.	05/08/2015	Intimation of Disapproval issued by Executive Engineer, Brihan Mumbai Mahanagar Palika to Jaydeep Construction
11.	05/08/2015	Building Plans
12.	05/08/2015	Building Plans
13.	22/12/2015	Commencement Certificate Issued by MCGM to Jaydeep Construction

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