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Date: 10.05.2013

To,  
M/s Jasmina Constructions Pvt. Ltd.  
105/106, Siddheshwar Apts,  
L.T. Road, Poiser Gymkhana Rd,  
Kandivali (West), Mumbai-67.

**TITLE REPORT**

**Re:** All that piece or parcel of land together with the building 'Priya C.H.S. Ltd.' standing thereon, situate, lying and being at Survey No. 38, Hissa No - 3, C.T.S. No. 263/A, situate at Jayraj Nagar, Borivli (West), Mumbai- 91, Village- Borivli, Taluka- Borivli, the registration District and Sub- District of Bombay Suburban and in the District of Bombay Suburban admeasuring 395.7 sq. mtrs., hereinafter referred to as **"The Said Property"**

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Sir,

1. That 1) Devkubai Parshuram Bhandari, (2) Vasant Parshuram Bhandari (3) Ragunath Parshuram Bhandari (4) Vitthal Parshuram Bhandari (5) Jagannath Sitaram Bhandari (6) Narayan Sitaram Bhandari (7) Yadav Sitaram Bhandari (8) Moreswar Sitaram Bhandari (9) Arjun Sitaram Bhandari, (10) Devkubai Namdev Patil, (11) Jaywanti Jagannath Bhandari, (12) Kalavati Jagannath Koli, (13) Vimal Vishnu Bhandari, (14) Sakubai Sitaram Bhandari are the original owners of all that piece or parcel of land bearing Survey No . 38, Hissa No - 3, C.T.S. No. 263, situate at Village Borivli, Taluka Borivli, the registration District and Sub- District of Bombay Suburban and in the District of Bombay Suburban admeasuring 5832.2sq. mtrs. or

thereabouts, herein after for brevity's sake to be referred to as the "said Larger Property".

2. That further by an Agreement for sale Dated 30<sup>th</sup> March 1979, made an executed between the said original owners Vasant Parshuram Bhandari and Ors, therein referred to as vendors and M/s Jayraj Builders, therein referred to as the purchasers, said M/s Jayraj Builders purchased the said larger property for the consideration and on the terms and conditions therein mentioned.
3. That the said larger property bearing C.T.S No.263 was further sub- divided into two parts by order passed by the City Survey Officer bearing reference No. Borivali M.R. No. 70/84 dated 12/08/1985 and two separate Property Register Cards (PRC) were opened up bearing C.T.S No.263 /A and C.T.S No.263 /B and that an area of 86.7 was further included from the C.T.S No.268 into the area of C.T.S No.263 / A and such, the total area of C.T.S No. 263/A became 395.7 sq.mtrs. being *the said property* as referred herein.
4. That the said original owners also executed a General Power of Attorney Dated 26<sup>th</sup> June 1989 in favour of M/s Jayraj Builders and handed over possession of the said larger property to M/s Jayraj Builders.
5. That by an Agreement for sale dated 28<sup>th</sup> December 1989, made and executed between the said M/s Jayraj Builders, being the Vendors and M/s Saraswati Builders, being the Purchasers, therein referred to as the Party of the Other Part, the said M/s Jayraj Builders agreed to grant Development rights of the said property and ultimately to sell, transfer and convey the said property to M/s Saraswati Builders and or their nominee/ nominees including a Co-op

Society or a body corporate for the price and upon the terms and conditions as contained in the said agreement dated 28<sup>th</sup> December 1989.

6. That the pursuant to the said Agreement the said M/s Saraswati Developers constructed a building known as 'Priya' consisting of ground + four (part) upper floors on the said property. That the said M/s Saraswati Developers sold the said residential flats to the various prospective purchasers under the provisions of the MOFA, and executed necessary Agreements under the provisions of the MOFA with such the Prospective Purchasers of the premises in the said building 'Priya'.
7. That the Prospective Purchasers of the premises of the said building formed Society under the name and style of 'Priya Co-operative Housing Society Ltd.' bearing registration No. BOM/WR/ HSG/TC/11906/2003 , having its registered office at Plot No. (Part- 1), Survey No. 38, Hissa No - 3, C.T.S. No. 263/A, situate at Jayraj Nagar, Borivli (West), Mumbai- 400091, hereinafter referred to as 'the Society'.
8. That pursuant to the execution of separate Agreement for sale of Flats to individual Flat purchasers/Members of Society as per section 4 of the MOFA, 1963, a Deed of Conveyance of said property was required to be executed in favour of the Society and as the said original owners, M/s Jayraj Builders and/or M/s Saraswati Builders failed and neglected to comply with the statutory obligation of conveying the said property in the name of Society within the prescribed period under the MOFA in which case the Society therefore made an application for Unilateral Deemed Conveyance being No. 117 of 2012 before the competent authority under the provisions of Sub- Section (3) of Section

11 of MOFA for issuing Certificate of Entitlement to the Society to have an unilateral Deemed Conveyance executed in its favour and to have it registered.


9. That in pursuance of the said Application for Deemed Conveyance, the Competent Authority issued Order cum Certificate bearing No. DDR-4/Mum/D.C./117 of 2012/191/13 dated 21/02/2013 certifying that the Society is entitled to Unilateral Conveyance of the said property, to have it executed and registered as provided under the Registration Act, 1908 and accordingly, Conveyance Deed is executed and registered under serial No. BRL-2/ 3179 of 2013 on 22.04.2013 thereby conveying, transferring, assigning the said property absolutely in favour of the Society.
10. That due to dilapidated conditions of Society Building, the Society decided to carry out redevelopment of said property and in compliance of due process of law in that respect, at a Special General Meeting dated 16.04.2012, the Society duly appointed and authorized M/s Jasmina Constructions Pvt. Ltd; a company registered under the provisions of Indian Companies Act, 1956 and having its registered office at 105/106, Siddheshwar Apartment, L.T. Nagar, Poiser Gymkhana Rd, Kandivali (W), Mumbai- 67, as Developers of the Society's said property upon such terms and conditions as agreed and decided amongst them.
11. That Development Agreement dated 27.12.2012 recording the terms and conditions of redevelopment of said property as agreed and decided between the Society and the said Developers has been executed and registered under serial No. BRL- 2/3182 -2013 dated 22.04.2013 and an even dated Power of Attorney is also executed by Society in favour

of the Developers granting various rights and authorities to the said Developers as mentioned therein.

12. That on the basis of aforesaid documents produced before me and subject to what is stated hereinabove, in my opinion the said Priya Co-operative Housing Society Ltd., appears to have clear, marketable title and pursuant to the said Development Agreement dated 27.12.2012 you are entitled to develop the said property on the terms and conditions mentioned therein.

At Mumbai.

Dated this 10<sup>th</sup> day of May' 2013.

  
SIDDHI D. SHAH  
Advocate & Solicitor  
MUMBAI