

RIDDHI SHAH
ADVOCATE & SOLICITOR

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Date: 27/01/2021

TITLE CERTIFICATE

Re: The development of all those pieces and parcels of leasehold land hereditaments and premises, situate at Laxmi Nagar, Andheri Ghatkopar Link Road, Near Canara Engineering Company, Ghatkopar (East), Mumbai - 400 075 bearing CTS Nos. 184(part) and CTS No. 230 [erstwhile C.T.S. No. 194(part)] of Village Ghatkopar, Taluka Kurla, being part of the MHADA's estate at Ghatkopar Laxmi Nagar within the Registration Sub-District Kurla Chembur, District Mumbai Suburban, within Greater Mumbai admeasuring 6007 (Six Thousand and Seven) square meters or thereabouts ("**Land**"), in accordance with the provisions of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971, Maharashtra Regional Town Planning Act, 1966 and Development Control Regulation of Greater Bombay, 1991 and other applicable law, of the society known as 'Ghatkopar Laxmi Nagar Sneh Sadan CHS Ltd', a society registered under the Maharashtra Co-Operative Societies Act, 1960, under BOM (W.N.), HSG (T.O.T.C) 6312 of 1992/93 on 3rd October, 1992 ("**Society**").

hereinafter referred to as '**the said Property**'.

1. Vide a development agreement dated June 27, 2005 ("**Development Agreement**"), the Society granted M/s. Ashoka Developers, a partnership firm duly incorporated under the Indian Partnership Act, 1932 having its registered office at 37/A Rajniketan, S. V. Road, Near Patkar College, Goregaon (West), Mumbai-400062 ("**Developer**"), the development rights, together with the right to develop and construct on the said Property,



under Regulation 33(10) of the Development Control Regulations, 1991, by constructing rehabilitation buildings and sale buildings thereon in accordance with the Slum Rehabilitation Scheme, Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 ("**SRA Act**"), as may be sanctioned by the authorities from time to time and at or for the consideration and on the terms and conditions therein contained.

2. Subsequently, the Slum Rehabilitation Authority approved the Slum Rehabilitation Scheme in respect of the said Property by issuing Letter of Intent bearing no. SRA/ENG/1133/N/MHADA & GL/LOI dated 24.08.2006 ("LOI") in favour of the Developer setting out the terms and conditions for redevelopment of the said Property in terms of the SRA Act. The said LOI has been revised from time to time.
3. Pursuant to the latest revised LOI dated 13.11.2020, the SRA has issued amended intimation of approval no. SRA/ENG/2529/N/MH&GL/AP dated 13 November, 2020 for the Rehab Building No. 1.
4. Also, the SRA issued amended intimation of approval no. N/MHADA/0026/20050705/AP/R dated 13 November, 2020 for the Composite Building No. 3.
5. Pursuant to the Development Agreement and the revised LOI and the amended IOA issued by SRA, from time to time, the Developer has commenced construction of the Rehab Building No. 1 in terms of the SRA approvals and permits. Further, the Developer shall commence construction of the Composite Building No. 3 in terms of the SRA approvals and permits.
6. Hence, while assessing, verifying the title of the said Property referred herein, I have perused the papers, agreements, deeds and documents including Title Report dated 8th May, 2007 issued by Mahimtura & Co., Advocates & Solicitors, which certifies that the title of M/s. Ashoka Developers is good and marketable and free from all encumbrance and the Developer is entitled to develop the said Property as per rules and regulations of SRA. Copy of the Title Certificate issued earlier as mentioned hereinbefore are annexed herewith as **Annexure- 'A'**.
7. I have perused the photocopies of duly stamped title documents, deeds and agreements, sanctions and permissions as more particularly detailed hereunder in pursuance of investigating the development rights of M/s. Ashoka Developers vis-à-vis the said



Property including the Rehab Building 1 and Composite Building No. 3.

8. In view of whatever is stated hereinabove, in my opinion, the title of M/s. Ashoka Developers as a developer to develop the said Property is free, clear from all encumbrances and marketable as per the terms and conditions contained in the said Development Agreement dated 27/06/2005 and is absolutely and solely entitled to develop the said Property and to sell, lease or otherwise transfer/dispose off the flats/shops/units/premises comprised in the free sale component in the Rehab Building No. 1 and Composite Building No. 3, as per the terms and conditions contained in the letters and permissions hereinabove issued by the Slum Rehabilitation Authority.

Dated this 21th day of January, 2021

At Mumbai.



(Riddhi Shah)

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MAH / 3095 / 2006