

DAHIBAWKAR & CO
ADVOCATES

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Tushar V. Dahibawkar

CERTIFICATE OF TITLE

TO WHOMSOEVER IT MAY CONCERN

1. Under the instructions of our clients, M/S. Suchit Developers we have investigated the title in respect of the property Viz. all that piece or parcel of non-agricultural land or ground together with structures thereon situate lying and being at Jari Mari Mandir Road, Bandra in the South Saisette Taluka of Mumbai Suburban District in the Registration Sub-District of Bandra in the Registration District of Mumbai Suburban bearing N. A. No 22 and C.T.S. No.F/1245, F/1246, F/1247 and F/1248 admeasuring 2373.5 sq.mtrs. Or thereabouts and a passage situated between N. A. No.21 and N. A. No.22 of Bandra (behind Vithoba Mandir, Gandhi Seva Mandir and National Library) and abutting East Side of the said property admeasuring 188.2 sq.mtrs more particularly described at Sr. No. 1 and 2 respectively in the Schedule hereunder written. The same is hereinafter referred to as "the Said property". We have caused search in the Office of Sub-Registrar of Assurances at Bandra and Mumbai and

in the offices of Revenue Department. A Public Notice has also been published in the News Papers Viz. The Free Press Journal and Navshakti both circulated on 7th August 2002. We have also perused title Deeds and other papers produced for our perusal.

2. The Property more particularly described at Sr. No. 1 in the Schedule hereunder written was purchased by one Narayan Daji Samant from one Parvati Bai widow of Harvallabhdas Hargovandas vide Deed of Conveyance dated 21st April 1941 which is duly registered with the Office of Sub-Registrar of Assurances at Bandra under Sr. No. BND/527/1991.
3. As per the letter dated 5th April 1956 bearing No. AH No. / Set back of 1955-1956 issued by Shri S.S. Ayer, Assistant Engineer, H- Ward, the property described at Sr. No. 2 in the Schedule hereunder written is handed over by the Bombay Municipal corporation to the said Narayan Daji Samant.
4. Thus the said Narayan Daji Samant owned the said property.

5. The said Narayan Daji Samant died at Mumbai on 8th May 1973 leaving behind him his last Will and Testament dated 13th November 1972. Under the said Will the said Narayan Daji Samant has bequeathed the said property to his grand son Shri Dnyanesh Kamalakar Samant. In a Petition for a Probate being Petition No 656 of 1975 filed in the High Court Of Judicature at Mumbai the Hon'ble High Court has on 13th May 2002 granted a Probate in respect of the said Will and accordingly the said Dnyanesh Kamalakar Samant become the owner of the said property.
6. The said Dnyanesh Kamalakar Samant has entered into a Development Agreement dated 6th December 2002 with the said M/S. Suchit Developers thereby authorizing M/S. Suchit Developers to develop the said property. The Development Agreement is duly registered with the Office of Sub-Registrar of Assurances at Bandra under Sr. No 6570/2002. The said Dnyanesh Kamalakar Samant has also executed Power of Attorney dated 10th December 2002 in favour of M/S. Suchit Developers, which is duly registered with the Office of Sub-Registrar of Assurances at Bandra under Sr.No. 7468/2002

thereby authorizing the said M/S. Suchit Developers to do all acts, deeds, things and matters for the purpose of the development of the said property.

7. The property described at Sr. No.1 is declared as "Slum Area" and Slum Rehabilitation Authority has approved a Slum Rehabilitation Scheme under the provision of Development Control Regulations for greater Mumbai 1991 in respect of the said property described at Sr. No.1 in the Schedule hereunder written. All tenants and occupants residing on the said property have formed Co-Operative Housing Society Viz. Jari Mari S. R. A. Co-Operative Housing Society (Proposed). The said Society and its all members have appointed the said M/S. Suchit Developers as the Developers to develop the said property. The members of the said Society through its Managing Committee entered into Development Agreement with M/S. Suchit Developers and have also executed Power of Attorney in favour of M/S. Suchit Developers as required under the said Scheme. Further each of the members of the Said Jari Mari S.R.A. Co-Operative Housing Society

(Proposed) has entered into individual agreement with M/S/ Suchit Developers as required under the said Scheme.

Accordingly the said Suchit Developers has full authority and power to develop the said property.

8. The property described at Sr. No.2 in the Schedule hereunder written is affected by proposed tentative R.L. of 6-10 Mtrs as per A.E. (Survey) W.S. remarks
9. In the circumstances, subject to what is stated hereinabove in our opinion title in respect of the said property is good and acceptable.

THE SCHEDULE ABOVE REFERRED TO

1. ALL THAT piece or parcel of non-agricultural land or ground together with buildings chawls, structures, outhouses, privies and trees standing and growing thereon situate lying and being at Jari Mari Mandir Road, Bandra in the South Salsette Taluka of Bombay Suburban District in the Registration Sub-District of Bandra in the Registration District of Bombay Suburban bearing N. A. No.22 and C.T.S. No.F/1245, F/1246, F/1247 and F/1248 admeasuring 2373.5

sq.mtrs. Or thereabouts and the building standing thereon collectively known as Old Rangari Chawl and bounded as follows:

On or towards the East by Gully and beyond that by property of Ganchi Seva Mandir.

On or towards the West by Jari Mari Mandir Road.

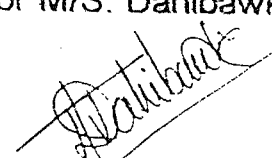
On or towards the North by Jari Mari Mandir Road and beyond that by Municipal Garden.

On or towards the South by National Library Road.

2. Passage situated between N. A. No.21 and N. A. No.22 of Bancra (behind Vithoba Mandir, Gandhi Seva Mandir and National Library) and abutting East Side of the said property admeasuring 188.22 sq.mtrs.

Dated this 5th day of July 2004.

For M/S. Dahibawkar & Co


Advocate.