

Draft for approval 18052018

TO WHOMSOEVER IT MAY CONCERN

TITLE CERTIFICATE

14th May, 2018

*Re:- ALL those piece and parcel of a Plot of land bearing **C.S.No.3082** of Bhuleshwar Division admeasuring 163.04 sq.mt i.e. 195 sq.yard, laughton Survey No. 5218 and LTA CRR No. 8621 along with the structure standing thereon known as “ Dhan Bhuvan” situate at 1st Carpenter Street, Mumbai- 400 004 of “C” ward and Ward No.C-65559/25 and street No. 59-61*

Under instructions from our client, Citymaker Builders Private Limited, we have examined the title and have perused copies of the papers and documents mentioned herein with regard to the land bearing C.S.No.3082, admeasuring 163.04 sq.mt i.e. 195 sq.yard laughton Survey No. 5218 and LTA CRR No. 8621 along with the structure standing thereon known as “ Dhan Bhuvan” situate at 1st Carpenter Street, Mumbai- 400 004 of “C” ward and Ward No.C-65559/25 and street No. 59-61 and more particularly described in the schedule hereunder, for the brevity, the same is hereinafter called “the said Property”.

1. By virtue of a Deed of Conveyance dated 23rd November 2007 registered with the Sub-Registrar of Assurance at Mumbai Under Sr. No. 3467 of 2007 on 23rd November 2007, executed by and between one Bhishmasen Iswardas Matchhar of the one part as the Vendor therein and Dr. Devdatt Trilochan Kapadia, other part, the purchaser therein became owner and/or seized and possessed of or otherwise well and sufficiently entitled to all the piece or parcel of land or ground bearing C.S No. 3082 containing by admeasurements 163.04 sq. mtrs. Of

Bhuleshawar Division with a Building standing thereon known as 'Dhan Bhuvan' comprising of ground + 3 upper floors (hereinafter referred to as "the said Building") and situate, lying and being at 25, Carpenter Street, Mumbai-400 004 in the city and island of Mumbai and in the registration District and Sub-District of Bombay City and Mumbai Suburban more particularly described in the Schedule hereunder written and hereinafter for the sake of brevity referred to as "the said Property".

2. The said Building standing on the said property was occupied by various Tenants/Occupants. The Tenants/Occupants were occupying their respective Rooms/Shops/Offices in the said Building Prior 13th June 1996 and they were and are monthly lawful Tenants/Occupants thereof. The List of the Tenants/Occupants alongwith the details of rooms/shops /offices viz the number, area, floor and the rent is more particularly set out in the Second Schedule thereunder written. The Said Building was constructed prior to the year 1940 and was subject to payment of repair cess and falls under the 'A' category buildings. The said building being so old had become unfit for human habitation and was in a Dilapidated condition.
3. Due to the aforesaid, Dr. Devdatt Trilochan Kapadia evolved a scheme of redevelopment of the said Property under the Regulation 33(7) of Development Control Regulations for Greater Mumbai, 1991 with an intention to demolish the said building and construction thereon new building on the said Property in accordance with Development Control Regulation 33(7). The Tenants/Occupants of the said Building also joined the aforesaid Scheme and consequently gave their irrevocable consent to him of redevelopment of the said Property in the format prescribed thereof.
4. Subsequently, Dr. Devdatt Trilochan Kapadia, applied for No Objection Certificate to the MBR&R Board (a MHADA Unit) for the redevelopment

of the said Building and the MBR&R Board (a MHADA Unit) by its letter dated 25th September 2009 bearing No. R/NOC/F-1750/4002/MBRRB-09 granted the required No Objection Certificate (the NOC) to him for redevelopment of the said Building. The MBR&R Board also approved the list of tenants (tenants' list) occupying tenements in the said building and appearing in Second Schedule hereto, who would be entitled to Permanent Alternate Accommodation in the new building which Dr. Devdatt Trilochan Kapadia, then proposed to construct (the new building) in place of the said building.

5. Dr. Devdatt Trilochan Kapadia offered to allot to the tenants/occupants, free of cost, on ownership basis, a Permanent Alternate Accommodation admeasuring 300 sq. feet by Carpet area in the new building, in lieu of their respective said tenements in the said Building with certain amenities agreed upon between Dr. Devdatt Trilochan Kapadia, and tenants/occupants.
6. In furtherance thereto, Dr. Devdatt Trilochan Kapadia, submitted Building Plans and Proposals for redevelopment of the said property to the Municipal Corporation of Greater Mumbai for obtaining sanction for the redevelopment. The Municipal Corporation sanctioned the Building Plans issued Intimation of Disapproval (IOD) bearing No. EB/CE/EB/5258/C/A/BS/A dated 4th June 2010 to the Vendor therein
7. In view of the IOD the Tenants/Occupants handed over vacant possession of their respective said tenements to Dr. Devdatt Trilochan Kapadia for redevelopments upon the terms incorporated in the agreements for Allotment of Permanent Alternate Accommodation dated 31st December 2009 and 9th February 2011 executed by and between Dr. Devdatt Trilochan Kapadia and individual tenants/Occupants of the said Building and registered with the Sub-Registrar of

Assurances at Mumbai as per the details mentioned in the third Schedule hereunder written.

8. Upon receipt of vacant possession of all the tenements in the said Building and demolition of the said building, Dr. Devdatt Trilochan Kapadia procured Commencement Certificate bearing No. EBPC/5257/C/A dated 22nd June 2011 upto Plinth Level as per the approved plans dated 4th June 2010 from Municipal Corporation of Greater Mumbai and in pursuance thereto initiated the construction of the new building proposed to be constructed under the redevelopment project. However, Dr. Devdatt Trilochan Kapadia could not continue the construction on account of planning constraint.
9. In the circumstance, Dr. Devdatt Trilochan Kapadia entered into negotiations with Citymaker Builders Pvt Ltd to complete the entire project and for the sale of the said property with the benefit of said NOC dated 25th September 2009 of MBR&R Board, the said IOD dated 4th June 2010 and the said Commencements Certificate dated 22nd June 2011 but Subject to the obligation of Dr. Devdatt Trilochan Kapadia to provide Permanent Alternate Accommodation to the Tenants/Occupants of the said Building.
10. The Tenants /Occupants learnt that Dr. Devdatt Trilochan Kapadia was trying to create third party rights by transferring the Development rights in respect of the said Property to Citymaker Builders Pvt Ltd and therefore the Tenants /Occupants filed a suit in the Small Causes Court being R.A.D. Suit No. 915 of 2013 against Dr. Devdatt Trilochan Kapadia and Citymaker Builders Pvt Ltd for a Declaration that the said agreement dated 31st December 2009 were duly subsisting and binding upon Dr. Devdatt Trilochan Kapadia and to direct him to pay the monthly transit compensation to the Tenants/Occupants payable to the

Tenants/Occupants for the year 2013 and 2014 and onwards and for other reliefs as prayed therein.

11. The Tenants/Occupants arrived at amicable settlement with Dr. Devdatt Trilochan Kapadia and Citymaker Builders Pvt Ltd and consent terms was entered and executed between the Tenants/Occupants, Dr. Devdatt Trilochan Kapadia and Citymaker Builders Pvt Ltd and the same came to be filed in the Hon'ble Court of Small Causes in the said R.A.D Suit No. 915 of 2013 on 20th July 2013. The Hon'ble Court of Small Causes took the Consent terms on record and passed an order in terms of the consent terms on 20th July 2013 and have disposed of the suit.
12. Apart from the other terms of the monthly transit compensation payable to all the Tenants /Occupants and other terms for carrying out the redevelopment in respect of the said property, it is agreed in the said Consent Terms that Dr. Devdatt Trilochan Kapadia shall transfer and convey the said property to Citymaker Builders Pvt Ltd as well as the benefit of the proposed redevelopment project to Citymaker Builders Pvt Ltd subject to the Tenants / Occupants agreeing to the same.
13. In view of the aforesaid, the Tenants /Occupants accorded their Consent to the redevelopment of the said property at hands of the Citymaker Builders Pvt Ltd, upon the terms recorded in Tripartite Agreement.
14. It is agreed by Citymaker Builders Pvt Ltd that it shall execute and register an Agreement for Allotment of Permanent Alternate Accomodation (approved draft of which is already annexed as Annexure "1" to the said Consent Terms being part of the said Order dated 20th July 2013 passed in the said RAD Suit No. 915/2013) in favour of all the Tenants /Occupants superseding the earlier Agreements dated 31st December 2009 and 9th Feburary 2011 executed between Dr. Devdatt Trilochan Kapadia and each of the Tenants/Occupants, the

particulars whereof are more particularly provided in the Third Schedule thereunder written within 120 days from the date of obtaining NOC form MBR&R Board (a MHADA Unit) or the relevant Government Resolution concerning revision in payment of stamp duty being levied fungible area allotted to the Tenants/Occupants of the old Building under these terms whichever is earlier.

15. It is agreed by Citymaker Builders Pvt Ltd that it shall allot and deliver to all the Tenants/Occupants of the said building [including Mr. Champaklal Jain and Mr. Parasmal M. Doshi who were not being parties to the Consent terms], a Permanent Alternate Accomodation each as per the Schedule appearing after Clause 9 of the said Consent Terms and also per Annexure "F" thereto.
16. Accordingly, Citymaker Builders Pvt Ltd has represented it will undertake redevelopment in respect of the said property under Regulation 33(7) of DCR by constructing multi storied RCC building/s or tower/s on the said property or by amongmating the said property with any other adjacent property/ies as per plan, drawing specification to be approved by Municipal Corporation of Greater Mumbai and shall complete the redevelopment within a period of 48 months from the date of obtaining Commencement Certificate in respect of the amended Building Plans with a grace period of 6 (six) months.
17. In terms of the Consent terms and the Tripartite Agreement, Dr. Devdatt Trilochan Kapadia has agreed to sell the said property and Citymaker Builders Pvt Ltd has agreed to acquire the same from Dr. Devdatt Trilochan Kapadia for an agreed consideration amount.
18. Accordingly, by a Deed of Conveyance dated 29th September, 2014 executed by and between Dr. Devdatt T. Kapadia, as the Vendor of the one part and Citymaker Builders Private Limited of the Other Part as the Purchaser and registered with Sub-Registrar of Assurances of

Mumbai and in the Registration District and Sub-District of Bombay City and Mumbai Suburban under the serial No.BBE/1/9321/2014, sold, transferred, conveyed, assigned and assured the said Property unto and in favour of Citymaker Builders Pvrivate Limited on the terms and for the consideration mentioned therein herein after referred to as "the Said Property";

19. We have been informed by M/S. Citymaker Builders Private Limited., vide their letter dated the ... day of May, 2018, that they have not mortgaged or created third party rights to bank or any other Institution.

We have perused, Deed of Conveyance dated 24-9-1968 made between Court Receiver High Court at Bombay of the one part and Bhishmasen Ishwardas Matchhar and anr. of the other part and registered at Bombay SRO under Sr. No. 3393/1968 on 15-5-1970, Deed of Conveyance dated 24-9-1968 made between Manmohanroy Ishwardas Matchhar of the one part and Bhishmasen Ishwardas Matchhar and anr. of the other part and registered at Bombay SRO under Sr. No. 3394/1968 on 14-5-1970, Deed of Conveyance dated 23-11-2007 made between Bhishmasen Ishwardas Matchhar of the one part and Dr. Devdatt Trilochan Kapadia of the other part and registered at Bombay SRO under Sr. No. BBE-3/3467/2007 on 23-11-2007[**client to furnish the copies of the these deeds for perusal**], Deed of Transfer dated 29-9-2014 made between Dr. Devdatt Trilochan Kapadia of the one part and M/s. City Maker Builders Pvt. Ltd. of the other part and registered at Bombay SRO under Sr. No. BBE/1/9321/2014 and property card etc.

OUR OPINION ON TITLE

Based on the documents mentioned hereinabove and information made available as mentioned hereinabove, the search Report dated 10th May, 2017, carried out by Mr. N. D. Rane, the title of the owner i.e. Citymaker Builders Private Limited, to the said property being land or ground bearing C.S No. 3082 containing by admeasurements 163.04 sq. mtrs. Of Bhuleshawar Division with a Building standing thereon known as 'Dhan Bhuvan' comprising of ground + 3 upper floors (hereinafter referred to as "the said Building") and situate, lying and being at 25, Carpenter Street, Mumbai-400 004 in the city and island of Mumbai and in the registration District and Sub-District of Bombay City and Mumbai Suburban more particularly described in the Schedule hereunder written is clear and marketable and free of encumbrances save and except Mortgage if any
(client to furnish information)

THE SCHEDULE ABOVE REFERRED TO

ALL those piece and parcel of land bearing C.S.No.3082 of Bhuleshwar Division admeasuring 163.04 sq.mt i.e. 195 sq.yard, laughton Survey No. 5218 and LTA CRR No. 8621 along with the structure standing thereon known as " Dhan Bhuvan" situate at 1st Carpenter Street, Mumbai- 400 004 of "C" ward and Ward No.C-65559/25 and street No. 59-61.

MGS Legal

(Mohan G. Salian)