



TITLE CERTIFICATE

Re: Land bearing CTS No. 128 B/5, Plot No. 4, of Village Chembur,
Taluka Kurla, Bombay Suburban District.

This is to certify that I have investigated the Development Rights of M/s.Kukreja Construction Co., (hereinafter referred to as Developers), in respect of the above property more particularly described in the schedule hereunder:-

- (A) Whereas by and under a Consent Decree dated February 5, 1959 passed by the Hon'ble Bombay High Court in suit No. 1204 of 1950, the State Government inter alia granted leasehold rights for the property for 99 years to Mr. Jagannath G. Gaikar and Ors., as more particularly mentioned therein.
- (B) Thereafter, a Lease Agreement dated February 23, 1987 was executed by the Additional Collector of Bombay Suburban District in favour of the Gaikar Family in respect of the property as mentioned therein, which includes the property under reference.
- (C) The State Government has granted permission for the transfer of the leasehold rights by way of Sub - lease / Assignments, subject to payment of premium as more particularly mentioned therein. It appears that the entire premium has been paid to the Government



by the Lessees. Thus , the obligations under the Lease Agreement date February 23, 1987 appear to have been fully complied with by the lessees therein.

- (D) Whereas by family Partition Deed dated September 29, 1975 registered under serial No. 4040, the property under reference came to the share of Mr. Kashinath Govind Gaikar and Mr. Baliram Govind Gaikar (hereinafter referred to as Vendors).
- (E) Whereas by an agreement for Sale dated March 10, 1979, executed by and between Mr. Kashinath Govind Gaikar and Mr. Omprakash Kukreja, Mr. Kashinath Gaikar agreed to sell his share of the property under reference to Mr.Omprakash Kukreja for consideration and on terms and conditions as more particularly mentioned therein.
- (F) Whereas by an Agreement for Sale dated April 12, 1979 executed by and between made between Mr. Baliram Govind Gaikar and the Developers, Mr. Baliram Gaikar agreed to sell his share of the property under reference to the Developers for consideration and on terms and conditions as more particularly mentioned therein.
- (G) Whereas by an Agreement for Sale dated June 26, 1982 executed by and between Mr. Omprakash Kukreja and the Developers herein, Mr. Omprakash Kukreja agreed to sell the part of the property under reference acquired by him from Mr. Kashinath Gaikar by way of an Agreement of Sale dated March 10, 1979, to the Developers for consideration and on terms and conditions as more particularly mentioned therein.



- (H) It has been represented that pursuant to the execution of the (i) Agreement for Sale dated March 10, 1979; (ii) Agreement for Sale dated April 12, 1979; and (iii) Agreement for Sale dated June 26, 1982, the Developers have been in quiet , vacant, peaceful, uninterrupted and unobstructed possession of the property under reference as more particularly described in the Schedule herein and are entitled to carry out construction of the buildings upon the property under reference and to sell Offices, Shops, Garages as constructed thereat on ownership basis.
- (I) It appears that a layout cum sub- division proposal was approved by Municipal Corporation under No. CE/433/BPES/dated August 22, 1987 amended up to April 8, 2004 in which a naturally sub-divided plot was created bearing Plot No. 4 admeasuring 18034.70 square meters along with share in D.P. Road, which came to the share of the Developers.

Based on the representations made by the Developer in respect of the devolution of the title in respect of the land under reference and upon perusal of the consent decree dated February 5, 1959; Lease Agreement dated February 23, 1987, Agreement for Sale dated March 10, 1979, Agreement for Sale dated April 12, 1979 and Agreement for Sale dated June 26, 1982, respectively, I hereby certify that in my opinion the development rights of M/s Kukreja Construction Co. in respect of the Property more particularly described in the Schedule hereunder is free, clear, unencumbered and marketable in nature.

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This certificate is issued only and solely for the specific purpose of compliance as pre-requisite, for consideration of development proposal for the property under reference by the Municipal corporation of Greater Mumbai, as per prevailing policy.

THE SCHEDULE ABOVE REFERRED TO

Immoveable property bearing S No. 357 (pt), CTS No. 128-b/5, Plot No. 4, of village Chembur, Taluka Kurla, B.S.D in Greater Mumbai in Registration Sub- District of Bombay City and Bombay Suburban admeasuring 18034.70 square meters along with share in D.P. Roads.

On or towards the North :	44''-0'' wide D.P.Road
On or towards the South :	60''-0'' D.P.Road
On or towards the East :	60''-0'' D.P.Road
On or towards the West :	Land belonging to Good Earth C.H.S Ltd./Sindhi Society

Dated this 5th day of March, 2015


Advocate

**JAYWARDHAN V. KALE
ADVOCATE**

D-18, Akashganga Hsg. Society, B-Wing,
Flat No. 2:6, Sector - 23, Koparkhairane,
Vashi, Navi Mumbai - 400 709.
Mob.: 9819122549