

G.P. Tiwari

Advocate, High Court

A-16, Sector No.2, Flat No. 402, Mira Road (East), Thane.

Title Certificate

Re: *Plot of land bearing CTS No.292(part) and 292/21 to 30 totally admeasuring 815.20 square meters or thereabouts of Village Pahadi, Goregaon (West), Taluka Borivali within the Registration District and Sub-District of Mumbai Suburban.*

- (i) I have perused the title deeds and revenue records pertaining **M/s. Sahajanand Developers**, a proprietary concern of Shri Jitendra S. Brahmbhatt, (hereinafter referred to as the “**Developer**”) having his office at 1401, DLH Corporate Park, Opp: MTNL Telephone Exchange, S.V Road, Goregaon (West), Mumbai – 400 104 to the captioned property and more particularly described in the Schedule hereunder written (hereinafter referred to as the “**said property**”) and the Building No.17 standing thereon.
- (ii) On perusal of documents, revenue records, and information given on enquiries, I set out hereafter my understanding of the Developer’s right and authority to construct the building on the said property and sell the premises therein:
- (a) Mumbai Housing and Area Development Authority (“**MHADA**”) is the owner of the said property and the Building No.17 standing thereon;
- (b) MHADA allotted 10 tenements to various applicants in the Building No.17 constructed on a portion of the said property, on ownership basis. All the applicants who were allotted tenements formed a society namely The Himbindu co-operative Housing Society Limited (the “**Society**”) under the provision of the Maharashtra Co-operative Housing Society Act, 1960 having its registration no. BOM / HSG/ 5792 dated 27.3.1979;
- (c) MHADA has executed Lease Deed on 30th December, 2000 in respect of said property for a period of 99 years with effect from 1st June, 1979 at the rent reserved therein and upon certain terms and conditions incorporated

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therein in favour of the Society (therein referred to as the “Lessee”). The said Lease Deed is registered with the Sub Registrar of Assurance. However in the said lease deed description of the said property is mentioned as CTS No.291 (part) instead of CTS No. 292 (part) and 292/21 to 30 and also in the Schedule of the lease deed the area of the said property is mentioned as 15.20 square meters instead of 815.20 square meters.

- (d) Simultaneously on the same day Sale Deed was executed by the MHADA in favour of the Society in respect of the Building No.17 constructed on a portion of the said property, at the consideration and upon certain terms and conditions incorporated therein. The said Sale Deed is registered with the Sub Registrar of Assurance.
- (e) In these circumstances, the Society is well and sufficiently seized and possessed of the said property together with Building No.17;
- (f) By a Development Agreement dated 20th June, 2006 read with Supplementary Agreement for Development cum Rectification dated 18th October 2007 and Second Supplementary Agreement for redevelopment dated 23rd August, 2015 all made between the Society of the one part and the Developer of the other part, the Society granted right and authority to the Developer to construction of the new building on the said property by demolishing the Building No.17 by utilizing the FSI, TDR etc. available in respect of the said property for the consideration and on the terms and conditions contained therein. The said Development Agreement and Supplementary Agreement for Development cum Rectification dated 18th October, 2007 are registered with the Sub Registrar of Assurance.

(iii) I am informed by the Developer that:

- (a) All the members of the Society have given the undertakings whereby they have agreed to vacate their respective premises and handover the same to the

Developer. The Developer agreed to provide to them new premises in the building being constructed on the said property;

- (b) The Municipal Corporation of Greater Mumbai (the "MCGM") sanctioned the plans for the construction of the building on the said property and issued Intimation of Disapproval ("IOD") dated 5th August 2008 bearing No. EB/CE/9637/BS/AP and Commencement Certificate ("CC") dated 21st October, 2008. The IOD and CC have been revalidated from time to time;
 - (c) The MHADA has issued its No Objection for redevelopment of the said property, subject to the terms and conditions set out therein;
 - (d) The Developer have demolished the Building No.17 and commenced construction of the building known as "Vivaant" on the said property; and
 - (e) The Developer is in process of getting rectify such mistake by incorporating the correct CTS Nos. and correct area of the said property in the said lease deed.
- (iv) In these circumstances, and subject to what is stated hereinabove, and subject to the terms and conditions of the Development Agreement dated 20th June, 2006 read with Supplementary Agreement for Development cum Rectification dated 18th October 2007 and Second Supplementary Agreement for redevelopment dated 23rd August, 2015, and also subject to the terms and condition of the IOD, CC and No objection, I am of the view that the Developer is entitled to develop the said property and construct the building thereon and sell the premises therein, except the premises agreed / required to be allotted to the members of the Society.

The Schedule Above Referred To

All that piece or parcel of land or ground bearing CTS No.292 (part) 21 to 30 being lying and situate at village Pahadi, Taluka Borivali, District Mumbai Suburban admeasuring about 815.20 sq. meters or thereabouts and bounded as follows:

On or towards the East : By Building No. 18 'Vedant'
On or towards the West : By Road and Building No. 16
On or towards the North : By Building Nos. 19 and 20
On or towards the South : By 40" wide public Road and Building Nos. 12
and 13

Dated this 25th day of July, 2017

Yours Truly,



G.P. Tiwari
Advocate