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DIVYA SHAH ASSOCIATES
advocates, solicitors and notaries

DMS/_____/TC/2013

TO WHOMSOEVER IT MAY CONCERN

Re:- All that piece or parcel of leasehold land is admeasuring 425 sq.yrds. equivalent to 355.3425 sq.mtrs. or thereabouts bearing Plot No.43 of Lalbaug Estate and bearing corresponding Cadastral Survey No.60/74 of Parel Shivdi Division in the Registration District of Mumbai City situate lying and being at Ganesh Galli, off Babasaheb Ambedkar Road, Mumbai -400 012 ("**said Plot**") together with the building standing thereon known as "**Viva Ramniwas**" (**said New Building**). The said Plot and the said New Building are hereinafter collectively referred to as the "**said Property**".

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1. We have investigated the title of **Viva Enterprises Limited** (hereinafter referred to as the "**Viva**") to the said Plot as Lessee thereof by causing to take searches in the Offices of the Sub-Registrar of Assurances at Bombay from 1921 to 2013 (93 years) and at Bandra from 1973 to 2012 (40 years), and also by causing to publish notices in news papers, viz., The Free Press Journal (in English) and Nav Shakti (in Marathi) in their issues both dated 11th February, 2013. We have also perused the original Indenture of Assignment-cum-Conveyance dated 25th February, 2008 executed by and between the Datta Bapurao Nagmode (therein referred to as "the Assignor-Vendor" of the One Part) and Viva Enterprises Limited (therein referred to as "the Assignee-Purchaser" of the Other Part) and duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No.1481 of 2008, in respect of the said Plot.
2. Upon perusal of the search note submitted to us by the search clerk Mr. Nilesh Vagal, and copies of the relevant title deeds, we have to state as follows:-
 - i. By an Indenture dated 12th April, 1921 (hereinafter referred to as the "**said Indenture of Lease**") executed by and between the Trustees for the Improvement of the City of Bombay, a corporation constituted by the City of Bombay Improvement Act, 1898 (therein referred to as "the Board" of the First Part) and Nagji Udhavji Joshi (therein referred to as "the Building

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Tenant" of the Second Part) and Nowrojally Dossa (therein referred to as "the Lessee of the Third Part) and registered with Sub-Registrar of Assurances at Bombay under registration No. 2170 at page nos. 326 to 345 volume no.2847 at book no. 1 on 13th July, 1921 the Board at the request of the said Building Tenant demised unto and in favour the Lessee therein the said Plot together with the dwelling house then standing thereon consisting of Ground and Two Upper Floors for the term of 999 years commencing with effect from 8th April, 1919 for the lease rent reserved thereunder and on the terms, conditions and covenants setout therein; The said Plot and the said Structures unless referred independently shall hereinafter be collectively referred to as **"the said Property"**.

- ii. By and under an Indenture dated 10th October, 1921 executed by and between Nowrojally Dossa (therein referred to as the 'Assignor' of the One Part) and Valliji Nathoobhai Gawli and Bai Shirinbai alias Malookbai wife of Valliji Nathoobhai Gawli (therein collectively referred to as the 'Assignees' of the Other Part) and registered with the Sub-Registrar of Assurances at Bombay under registration No. 3318 at page nos. 303 to 312 Volume no. 2882 of Book No.1 on 27th October, 1921 the Assignor therein assigned and transferred all his leasehold right, title and interest in the said Plot for the residue/unexpired term granted by the said Indenture of Lease together with the dwelling house (now demolished) then standing thereon consisting of Ground and Two Upper Floors subject to payment of rent reserved, observation of the covenants terms and conditions of the said Indenture of Lease for the consideration and on the terms and conditions as set out there under;
- iii. By an Indenture dated 30th August, 1954 executed by and between Dady Rustomji Banaji, the Court Receiver, High Court at Bombay and a duly appointed Manager of affairs and estate of Vali Mahomed Nathu Dudhwalla, a lunatic (therein referred to as the Assignor of First Part), and M/s. Maganlal Dresswalla, Bai Shardabai wd/o Maganlal Bhagwanji Dresswalla, Hansaben d/o Maganlal Bhagwanji Dresswalla (therein referred to as the Confirming Parties of Second Part) and Harilal Bhagwanji Dresswalla (therein referred to as the Assignee of Third Part)

and duly registered with the Sub-Registrar of Assurances at Bombay under registration No.7228 of 1954, the Assignor therein with the confirmation of the Confirming Parties granted, assigned and transferred all that leasehold right, title and interest in the said Plot together with the dwelling house (now demolished) then standing thereon consisting of Ground and Two Upper Floors for the residuary unexpired term of 999 years granted by the said Indenture of Lease then unexpired together with the structures then standing therein unto and infavour of the Assignee therein for the consideration and on the terms and conditions set out therein but subject to payment of rent reserved and observation of the covenants and conditions contained in the said Indenture of Lease;

- iv. By and under a Deed of Assignment dated 10th August, 1990 executed by and between Harilal Bhagwanji Dresswalla (therein referred to as "the Assignor" of One Part) and Datta Bapurao Nagmode (therein referred to as "the Assignee" of the Other Part) and duly registered with the Sub-Registrar of Assurances at Bombay under registration No. BBE 2225 of 1990, the Assignor therein assigned and transferred all his leasehold right, title and interest in the said Plot for residue unexpired term of 999 years granted by the said Indenture of Lease together with the structures then standing thereon consisting of Ground and Two Upper Floors arrived under the said Indenture of Lease therein for the consideration and on the terms and conditions agreed therein but subject to payment of rent reserved, and observation of the covenants and conditions contained in the said Indenture of Lease;
- v. By and under an Indenture of Assignment-cum-Conveyance dated 25th February, 2008 executed by and between the said Datta Bapurao Nagmode (therein referred to as "the Assignor-Vendor" of the One Part) and Viva Enterprises Limited (therein referred to as "the Assignee-Purchaser" of the Other Part) and duly registered with the Sub-Registrar of Assurances at Mumbai at Serial No.1481 of 2008, the Assignor-Vendor therein assigned and transferred all that leasehold right, title and interest in the said Plot for the residuary unexpired term of 999 years granted by the said Indenture of Lease unto and in favour of the Assignee/Purchaser therein for the consideration and on the terms and conditions agreed

thereon but subject to payment of rent reserved, observation of the covenants and conditions under the said Indenture of Lease and also subject to the occupancy right of the Tenants/Occupants occupying their respective premises in the structure/s then standing therein;

- vi. Prior to demolition of the said Structure, the said Lessee got the vacant and peaceful possession of the premises in the structures (since demolished) on the said Plot from the respective Tenants/Sub-Tenants/Occupants and heirs of original tenants by executing respective Agreements for Permanent Alternate Accommodation;
- vii. The said Lessee/Viva, applied to Mumbai Building Repairs and Reconstruction Board (A MHADA UNIT) (hereinafter referred to as **"MBRRB"**) for its No Objection for the redevelopment of the said Plot with permissible FSI. The said MBRRB by its No Objection Certificate bearing No. R/NOC/F-1751/4070/MBRRB-09 dated 30th September, 2009 granted no objection to the said Lessee/Viva for the redevelopment of the said Property with 2.5 FSI or the FSI which would be required for Rehabilitation of existing occupiers plus 50% incentive FSI whichever is higher, in accordance with the modified D. C. Regulation 33(7) read with Appendix-III sanctioned by the Govt. of Maharashtra in Urban Development Department Mantralaya vide Notification published in Govt. Gazette dated 25th January, 1999 and Notification no.TPB 4308/3224/CR-268/08/UD-11 dated 2nd March, 2009 and on the terms and conditions mentioned therein. The said NOC is further extended upto 29th September, 2011 by MBRRB by its letter dated 12th October, 2010;
- viii. As per the Development Plan Remark for the said Property bearing CTS No. 60/74 of Parel – Sewri Division issued by the office of the Chief Engineer (Development Plan), Municipal Corporation of Greater Mumbai, Mumbai - 400 001 on 23rd October, 2009, the said Plot falls under Residential Zone;
- ix. The said Lessee have got the Building Plans sanctioned from the Executive Engineer Building Proposals, Zone, City III Words, Municipal Corporation of Greater Mumbai (MCGM) and also obtained all the other

approvals/ sanctions/ permissions as required for construction of proposed Residential and Commercial Building to be constructed on the said Plot and to be named as "**VIVA RAMNIWAS**" (hereinafter referred to as "**the said New Building**") consisting of Ground and Eleven upper floors under I.O.D. No. EB/CE/EB/5256/FS/ABS/A dated 22nd March, 2010, subject to compliance of the terms and conditions as set out there under;

- x. Municipal Corporation of Greater Mumbai (MCGM) vide its letter bearing no. AC/Estates/12261/LBII dated 28th October, 2010, confirmed that (1) Deed of Assignment dated 10th August, 1990 and (2) Deed of Assignment cum Conveyance dated 25th February, 2008 are registered documents and on strength of the same and as per sanction of D M C (i) u/no. MDD/8095 of 08.09.2010, the lease of plot no. 43, Scheme No.31 Lalbaug Estate now vests with the said Viva, as Lessee of the said Plot and further confirmed that since it is the 3rd party transfer, the lease period is 30 years from the date of DMC(i)'s sanction i.e. 8th September, 2010 with a condition to execute fresh Lease Deed as per the policy approved by Improvement Committee/Corporation vide ICR No.130 of 15.10.2008 and CR No. 796 of 11.11.2008 and Lease Rent is Rs.3,54,462/-p.a.
 - xi. Property card reflects the name of Viva Enterprises Pvt. Limited, as the Lessee of the said Plot;
 - xii. The said Viva has demolished the old structure/s standing on the said Plot and obtained Commencement Certificate bearing No. EEBPC/5256/ FS/A of 11th March, 2011 from the Executive Engineer (Building Proposals) City III "E" Ward dated 11th March, 2011.
3. The said Viva has informed us that the following original documents in respect of the aforesaid Plot have been misplaced and the same are not traceable despite of diligent search:
- i. Indenture dated 12th April, 1921.
 - ii. Indenture dated 10th October, 1921.
 - iii. Indenture dated 30th August, 1954.
 - iv. Deed of Assignment dated 10th August, 1990

4. The Lessee have further informed us that they have not created encumbrances of any nature whatsoever on the said Plot. We hereby confirm that we have not received any objection / claim in response to the public notices caused to be published by us. We have also not found any charge, clog on title registered in respect of the said Property with the Office of Sub-Registrar of Assurances at Mumbai and Bandra.

5. The Search Report submitted by our search clerk contains following notes:-

At Mumbai Office:

2009-2011: Nil,
2012: Nil Index upto 30.05.2012
2013: Index II not maintained.

At Bandra Office:

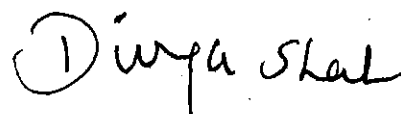
1973: Nil,
1974 to 1976: Nil,
1977 to 1985: Subject to Torn pages
1986 to 2011: Nil,
2012: Nil,
2013 Index II not maintained.
Computer Index II not maintained properly and manual Index II are also in torn condition.

The search note submitted by the search clerk on the basis of available records does not reflect any encumbrance or clog on title of the said Property.

6. On the basis of and subject to what is stated hereinabove we hereby certify that subject to execution of fresh lease deed by MCGM as per the policy as setout in clause 2 (x) hereinabove, the title of Viva Enterprises Ltd. to the said Property is clear marketable and free from encumbrances of any nature whatsoever.

Dated this 4th day of April, 2013.

For Divya Shah Associates


Partner