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TO WHOMSOEVER IT MAY CONCERN:

M/S DENSITY REALTY PVT. LTD., a Private Limited Company incorporated under the provisions of Indian Companies Act, 1956, having its registered office at 6, Anand Shopping Center, Gaushala Lane, Daftary Road, Malad (East), Mumbai - 400 097, Maharashtra (**"Developer"**) instructed me to certify the right of the Developer to develop the Property more particularly described in the Second Schedule written hereunder. In this connection, I have been handed over copies of title deeds and other documents, approvals and sanctions and with regard to the same, I observe as under:-

1. One Dr. Vishnu Sitaram Sukhatanakar was well and sufficiently entitled to all that piece and parcel of land bearing (i) Plot No.14, area admeasuring about 552.60 sq. mtrs. bearing Survey No. 340, Hissa No. 1(part), corresponding CTS No. 328 together with the structures then standing thereon (**"First Property"**) and (ii) Plot No.15, area admeasuring about 543 sq. mtrs., bearing Survey No. 340, Hissa No.1 (part), corresponding CTS No. 329 together with the structures then standing thereon (**"Second Property"**) both of Village Malad (East), Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and more particularly described in the First Schedule hereunder written.

2. By an Indenture of Conveyance dated 2nd July, 1925, duly registered under No. 3626/1 dated 9th July, 1925, Dr. Vishnu Sitaram Sukhatanakar sold, transferred and conveyed the First Property and Second Property to Shri. Anandilal Bansidhar Podar for the consideration and on the terms and conditions mentioned therein.

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3. Since the said Shri. Anandilal Bansidhar Podar have purchased the First Property and Second Property on behalf of the partnership firm namely "Anandilal Podar and Company" and have paid consideration in respect of the First Property and Second Property out of the fund belonging to the said firm Anandilal Podar and Company, the said Shri. Anandilal Bansidhar Podar vide Declaration dated 10th December, 1939 registered under No. BOM/2580/1940 have declared that the First Property and Second Property belongs to the Anandilal Podar & Company and the purchase money/consideration in respect of the First Property and Second Property has been paid out of the funds belonging to the Anandilal Podar and Company of which he was then partner.

4. The said Anandilal Podar & Company through its partners by an Indenture dated 25th January, 1967, duly registered under No. BOM/1243/1967 sold the First Property to Ismail Haji Bapubhai for the consideration and on the terms and conditions mentioned therein.

5. The said Ismail Haji Bapubhai died leaving behind him as his only legal heirs his two sons viz. Mustafa Ismail Nadiadwalla and Mohammed Yacub Nadiadwalla, who then became entitled to the estate of the deceased in the First Property, and by virtue thereof they became the absolute owners and seized and possessed of and otherwise well and sufficiently entitled to the First Property.

6. As per Order from Hon'ble District Collector of Mumbai Suburban District and Competent Authority (U.L.C.) of Municipal Corporation of Greater Mumbai of dated 18.01.2000, the First Property was acquired by Government of Maharashtra on dated 18.04.2005. Pursuant to the aforesaid Order, names of Mustafa Ismail Nadiadwalla and Mohammed Yacub Nadiadwalla was deleted and name of Government of Maharashtra has been recorded on Property Register Card as Holder, and on Property Register Card Tenure also recorded as "G" i.e. Government Land.

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7. The said Anandilal Podar & Company through its partners by an Indenture dated 4th March 1957, duly registered at the office of the Sub-Registrar of Assurances at Bombay under No. BOM/1665/1957 sold the Second Property to Smt. Mahalaxmi Chhotabhai Patel W/o Chhotabhai Desaibhai Patel for the consideration and on the terms and conditions mentioned therein.

8. By Indenture dated 11th August, 1960, duly registered at the office of the Sub-Registrar of Assurances at Borivali under No. BOM/6270/1960, made and executed between Smt. Mahalaxmi Chhotabhai Patel, therein referred to as the Vendor, Chhotabhai Desaibhai Patel therein referred to as the Confirming Party and Jagdishprasad Madhavprasad Goel, therein referred to as the Purchaser, the said Smt. Mahalaxmi Chhotabhai Patel with the consent and confirmation of Chhotabhai Desaibhai Patel sold the Second Property to Jagdishprasad Madhavprasad Goel for the consideration and on the terms and conditions mentioned therein.

9. The said Jagdishprasad Madhavprasad Goel died in Mumbai on 20th December, 1972, leaving behind him as his only legal heir his widow Radhadevi Jagdishprasad Goel and on death of Jagdishprasad Madhavprasad Goel, the Second Property devloved upo his widow Radhadevi Jagdishprasad Goel, and by virtue thereof she became the absolute owner seized and possessed of and otherwise well and sufficiently entitled to the Second Property.

10. The Second Property was the self-acquired property of said late Jagdishprasad Madhavprasad Goel. However, City Survey Authorities had entered the name of Smt. Radhadevi Jagdishprasad Goel and Shri. Govindram Madhavprasad Goel (brother of Jagdishprasad Goel) in property card of the Second Property in place of his deceased brother said Jagdishprasad Madhavprasad Goel inter alia on the basis of declaration dated 26th day of June, 1981 given by Smt. Radhadevi Jagdishprasad Goel widow of the said Jagdishprasad Madhavprasad Goel to concerned authorities.

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11. Vide an Indenture dated 20th December, 1985, duly registered under No. AS/4368/1985, said Smt. Radhadevi Jagdishprasad Goel sold, transferred and conveyed the Second Property to Mr. Hasmukh Chunilal Oza for the consideration and on the terms and conditions mentioned therein.

12. As in view of the Notification dated 29th November, 2007 published in Govt. Gazette, it was decided by the State Government to repeal the Urban Land (Ceiling and Regulation) Act, 1976 with effect from 1999, the Addl. Collector & Competent Authority has vide an Order dated 2nd July, 2005 and in view of the implementation of the Urban Land (Ceiling and Regulation) Repeal Act, 1999 acquire the portion of the Second Property being 43 sq. mtrs. treating the same as an excess land ("**Acquired Property**").

13. By virtue of the Order dated 2nd July, 2005, Mr. Hasmukh Chunilal Oza was entitled to the balanced land admeasuring about 500 sq. mtrs. bearing Plot No. 15, C.T.S No. 329 (part) of Village Malad (East), Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, together with structures then standing thereon, (hereinafter be referred to as the **"Balance Portion of Second Property"**).

14. On Property Register Card name of Government of Maharashtra also recorded on dated 16.01.2006 as Holder, for an area admeasuring 43 sq. mtrs. being Acquired Property out of the total area of the Second Property, as per order from Hon'ble District Collector and Competent Authority (U.L.C.).

15. Vide an Indenture of Conveyance dated 3rd day of July, 2012, duly registered at the office of the Sub-Registrar of Assurances at Borivali-2 under Serial No. BDR/5/6823/2012, the said Hasmukh Chunilal Oza sold, transferred and conveyed the Balance Portion of Second Property to M/s. Density Realty Pvt. Ltd. (being the Developer herein) and pursuant to the aforesaid Indenture of Conveyance dated 3rd day of July, 2012, said Mr. Hasmukh Chunilal

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Oza had handed over possession of the Balance Portion of Second Property to the Developer herein and Developer is seized and possessed of and otherwise well and sufficiently entitled to the Balance Portion Second Property.

16. Since, name of the late Govindram Madhavprasad Goel was inserted with respect to the Second Property, revenue authorities declined to incorporate the name of the Developer as owner/holder without submitting registered documents from Govindram Madhavprasad Goel or his heirs in favour of Hasmukh Oza.

17. The Developer with a purpose to save time, efforts and resources, approached (1) Mr. Manish Govindram Goel, (2) Mrs. Sarita Vishwanath kejriwal and (3) Mrs. Kusum Vijay Gupta, being heirs of late Govindram Madhavprasad Goel and requested them to execute formal deed in favour of Hasmukh Oza so as to delete name of late Shri. Govindram Madhavprasad Goel from property card and revenue records of the Balance Portion of Second Property.

18. Vide a Consent Deed dated 8th June, 2018, duly registered at the office of the Sub-Registrar of Assurances at Borivali-1 under Serial No. BRL-4/8488/2018, (1) Mr. Manish Govindram Goel, (2) Mrs. Sarita Vishwanath kejriwal and (3) Mrs. Kusum Vijay Gupta (being only heirs of late Govindram Madhavprasad Goel) inter alia transferred and assigned their purported undivided share, rights, title and interest in the Balance Portion of Second Property in favour of the said Hasmukh Oza on the terms and conditions mentioned therein.

19. As the Consent Deed dated 8th June, 2018 was executed by (1) Mr. Manish Govindram Goel, (2) Mrs. Sarita Vishwanath kejriwal and (3) Mrs. Kusum Vijay Gupta (being only heirs of late Govindram Madhavprasad Goel) was executed in favour of Hasmukh Oza, to ratify and confirm the title of the Developer, the said Hasmukh Oza executed Deed of Ratification cum Confirmation dated 26th November 2018 duly registered at the office of the Sub-Registrar of

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Assurances at Borivali-4 under Serial No. BRL-417239/2018, and as per said Deed of Ratifiation cum Confirmation inter alia ratified and confirmed that the Developer herein is the owner of and in possession of the Balance Portion of Second Property.

20. The First Property bearing C.T.S No. 328 area admeasuring 552.70 sq. mtrs and C.T.S No. 329 (part) (being Acquired Property), area admeasuring 43 sq. mtrs. belongs to the Government of Maharashtra and Balance Portion of Property bearing CTS No. 329(pt.) admeasuring 500 sq. mtrs. owned by the Developer herein aggregating to area admeasuring 1095.70 sq. mtrs. or thereabout situated at Malad, Taluka Borivali situate at Off Poddar Road, Dwarkadish Marg, Malad (East), Mumbai 400 097, Mumbai Suburban District alongwith structures (now demolished) which is described in the Firstly, Secondly and Thirdly in Second Schedule hereunder written and unless referred to individually, the First Property, Acquired Property and Balance Portion of Second Property shall collectively be referred to as the "**Property**".

21. The structures (now demolished) (hereinafter referred to as "**Erstwhile Structures**") standing on the Property were occupied by 68 slum dwellers (hereinafter referred to as "**Slum dweller/s/Occupant/s/s**").

22. The Slum Dwellers/Occupants formed a Society in the name of Ambawadi Co-operative Housing Society (Proposed) and I have been informed by the Developer that the same is not yet registered.

23. The Property has been declared as Slum under the provisions of Section 3C(1) of Maharashtra Slum Area (Improvement, Clearance, Redevelopment) Act, 1971 by Maharashtra government notification dated 31st July, 2015, the CEO (SRA) by the Chief Executive Officer (SRA).

24. Vide a Development Agreement dated 14.8.2011 between Society and Developer read with Development Agreement dated 15th

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February, 2016, Society has authorised the Developer to develop the Property and Society has also executed Power of Attorney dated 14.8.2011 in favour of the Developer.

25. The Developer has entered into agreements with the Slum Dweller/s and the Slum Dweller/s / Occupant/s give their consent as required under the provisions of Slum Act. Under the said agreements, the Slum Dweller/s/Occupant/s have inter alia agreed to vacate their respective tenements in their occupation in the Erstwhile Structures and hand over vacant and peaceful possession thereof to the Developer for the purposes of redevelopment of the Property, by demolishing the Erstwhile Structures and constructing new building/s thereon and in consideration thereof, it has been agreed to provide to each of the eligible slum dweller/s permanent new alternative accommodations each in the new building/s to be constructed on the Property.

26. A Letter of Intent dated 19th June, 2018, bearing No. SRA/ENG/2911/PN/STGL &PL/LOI ("**LOI**"), issued in favour of Society and Developer with respect to the Property by Slum Rehabilitation Authority ("**SRA**").

27. SRA addressed letter dated 20th June 2018 to the Collector (Mumbai Suburban District), being land owning authority, to give their NOC for development of the Property under Regulation 33 (10) of the DCR within 30 days from the date of receipt of letter, failing which NOC shall deemed to have been granted in accordance with DCR 33 (10) read with sub-clause 2.8 of Appendix – IV. As informed to me by the Developer that the Collector did not raise any objections till date and thus NOC is deemed to have been granted by the State of Maharashtra/Maharashtra Shasan.

28. The Railway Authorities have granted their No objection to SRA for development of the Property by Letter dated 5th February, 2019 as per terms and conditions mentioned therein.

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29. The Developer has informed that portion of the Property has gone into road set back and Developer shall handover to MCGM/concerned authority as per direction of SRA/concerned authorities. As per D.P.Remark the Property is reserved for Municipal Market and falls under Local Commercial Zone.

30. The Developer will be liable to construct the Retail Market and handover the same to MCGM/SRA/concerned authority as per terms and conditions of permissions/approvals/sanctions/ LOI.

31. On 29th August 2018 Intimation of Approval **("IOA")** bearing No. SRA / ENG / P-N / PVT & STGOVT / 0049 / 20170223 / IOA / CB-1 for composite building (consisting of rehab components and saleable components) on the Property has been issued by SRA.

32. As on today the Developer is entitled to construct on the Property a composite building ("**Composite Building**") consisting 2 basement (parking) + Ground to 7th upper floors.

33. On 29th August 2018 Commencement Certificate **("CC")** bearing No. SRA/ENG/P-N/PVT & STGOVT/0049/20170223/IOA/CB-1 in respect of the Composite Building has been issued by SRA.

34. One Smt. Hajrabi Gani Sayyed filed a Suit No.2508 of 2018 ("**Suit**") in Bombay City Civil Court at Bombay, Borivali Division at Dindoshi against Developer herein for seeking reliefs as prayed therein and the Suit is pending. There is no adverse order is passed against the Developer in the Suit.

35. The Railway Authorities have granted their No objection to SRA by Letter dated 5th February, 2019 as per terms and conditions mentioned therein.

36. In the circumstances and subject to (i) what is stated hereinabove, (ii) the terms and conditions of the LOI and other permissions/sanctions and (iii) Developer obtaining further necessary permission/sanctions from SRA/concerned authorities, the

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Developer is entitled to develop the Property, construct Composite Building thereon and sell, transfer and otherwise deal with the flats/shops/premises/parking spaces (save and expect the premises to be given to slum dwellers/occupants).

37. For the purpose of this Title Certificate, I have assumed:

i) The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies.

ii) That there have been no amendments or changes to the documents examined by me.

iii) The accuracy and completeness of all the factual representations made in the documents.

iv) That all documents have been adequately stamped and duly registered.

v) Any statements in the documents, authorization or any certificates or confirmations relied upon by me for issuance of this Title certigicate is correct and otherwise genuine.

vi) Each document binds the parties intended to be bound thereby.

vii) Photocopies provided to me are accurate photocopies or originals.

viii) That there are no other documents, other than those that were submitted to me, examined by me.

THE FIRST SCHEDULE ABOVE REFERRED TO

(First Property and Second Property)

All that piece and parcel of land bearing (i) Plot No.14, area admeasuring about 552.60 sq. mtrs. bearing Survey No. 340, Hissa No. 1(part), corresponding CTS No. 328 together with the structures then standing thereon and (ii) Plot No.15, area admeasuring about 543 sq. mtrs., bearing Survey No. 340, Hissa No.1 (part), corresponding CTS No. 329

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together with the structures then standing thereon both of Village Malad (East), Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the Property)

FIRSTLY

All that piece and parcel of land bearing Plot No.14, area admeasuring about 552.60 sq. mtrs. bearing Survey No. 340, Hissa No. 1(part), corresponding CTS No. 328 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, situate, lying and being at Malad (East), Mumbai – 400 097.

SECONDLY

All that piece and parcel of land admeasuring about 43 sq. mtrs. bearing Plot No. 15, CTS No. 329 (part) of Village Malad (East), Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, situate, lying and being at Malad (East), Mumbai – 400 097.

THIRDLY

All that piece and parcel of land admeasuring about 500 sq. mtrs. bearing Plot No. 15, CTS No. 329 (part) of Village Malad (East), Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, situate, lying and being at Malad (East), Mumbai – 400 097.

Dated this 15th day of February 2019.

Yours truly,

Ratnakar Singh

Ratnakar Singh,
Advocate

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