
TITLE CERTIFICATE

Ref.: Report of Title in respect of the Property situated at Village Ghatkopar, Taluka Kurla, Mumbai Suburban District on plot bearing Survey No. 236-A, C.T.S. No. 5740(pt.), situated lying and being at Pant Nagar, Ghatkopar (East), Mumbai - 400075 and standing thereon is a building known as Building No.151 owned by New Pant Nagar Prabhat Co-operative Housing Society Ltd., MHADA Layout, Pant Nagar, Ghatkopar (East), Mumbai - 400075 consisting of ground + 3 upper floors, having plot area which includes Lease area 640.55 sq.mtrs. + Tit-Bit area 52.15 sq.mtrs. i.e. equivalent to total area of 692.70 sq.mtrs. and containing 32 (thirty-two) residential tenements standing thereon within the Registration District and Suburban District of Mumbai City and Mumbai Suburban.

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THIS IS TO CERTIFY and confirm the following :

At the request I have investigated the title of my clients in respect of the above mentioned property, more particularly described in the Schedule hereunder written (hereinafter for the sake of brevity and easy reference referred to as "the said Property").

I have perused and gone through the following documents availed to and produced before me in respect of the above referred property for my scrutiny and legal opinion upon the same, and have observed as under :-

1. The Indenture of Lease Deed dated 1st December 1992 between the Authority viz. MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY as the Lessor and PANT NAGAR PRABHAT CO-OPERATIVE HOUSING SOCIETY LTD., the Society registered under provisions of the Maharashtra Co-operative Societies Act, 1960 bearing registration No.BOM/HSR/8009/1983 dated 12.05.1983, having its office at Building No.151, Pant Nagar, Ghatkopar (East), Mumbai - 400075, as the Lessee.

- (i) As per the said Lease Deed the MHADA was possessed with the above referred property which they agreed to lease to the said Society for a period of Ninety-Nine (99) years with effect from 01.04.1980 i.e. the commencement date, for the total premium and Lease rent as mentioned and on the terms and conditions as mentioned in the Lease Deed.
 - (ii) The said Lease Deed is duly registered with the office of Joint Sub-registrar of Assurances at Bandra-4, Mumbai Suburban District, under serial No. BDR/573/1993 dated 17.02.1993.
2. The Deed of Sale dated 1st December 1992 between the Authority viz. MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY as the Vendor and the Society PANT NAGAR PRABHAT CO-OPERATIVE HOUSING SOCIETY LTD. as the Purchaser.
 - (i) As per the Sale Deed the above referred property and the building no.151 known as Pant Nagar Prabhat Co-op. Housing Society Ltd. was the absolute property of the Authority viz. MHADA.
 - (ii) The Government of India had formulated a Housing Scheme for the construction and allotment of tenements on rental basis to Industrial Workers known as the Subsidised Industrial Housing Scheme, and hence the tenements in the said building no.151 were allotted to individual allottees.
 - (iii) Due to the persistent demands of the industrial workers/allottees of building no.151, the Authority through this Sale Deed had conveyed the right, title and interest of the Authority in the said Building no.151 to the said Society for the consideration amount and on the terms and conditions as mentioned in the Deed of Sale.
 - (iv) The said Sale Deed is duly registered with the office of Joint Sub-registrar of Assurances at Bandra-4, Mumbai Suburban District, under serial No. BDR/571/1993 dated 17.02.1993.

3. The Development Agreement executed on 5th September 2007 by and between NEW PANT NAGAR PRABHAT CO-OPERATIVE HOUSING SOCIETY LIMITED as the Society and M/S. SHIVAM PARIVAR DEVELOPERS PVT. LTD. as the Developer.
- (i) As per the said Development Agreement the said Society having 32 members who were in use, occupation and possession of the respective residential premises as the owners thereof in the building No.151 known as Pant Nagar Prabhat CHS Ltd. consisting of ground plus three upper floors having two wings situated in the above mentioned property had mutually agreed and decided to either repair or undergo reconstruction of their building which was in dilapidated condition.
 - (ii) The Society through its resolution passed in the General Body Meeting dated 10.12.2006 had appointed M/s. Shivam Parivar Developers Pvt. Ltd. as its Developers for redeveloping the reconstruction of their said Building No.151 and had entered into the Development Agreement on 05.09.2007.
 - (iii) Through the said Development Agreement the Society had allowed and permitted the Developers to demolish the existing building no.151 and to construct a new multi-storeyed building thereon as per the Development Control Rules and the building byelaws by providing each tenant members with permanent alternative accommodation Free of Cost on Ownership Basis in one wing for existing members, and the Developer shall obtain benefits by allotting on ownership basis the flats to the prospective buyers in the Saleable wing in the said new building to be constructed as per the terms and conditions mentioned therein.
 - (iv) As per the Development Agreement physical possession and all rights of ownership of the new building premises has been vested in the Society and the Developer has only been permitted to carry out the construction work in the said property.

- (v) The said Development Agreement is duly registered with the office of Joint Sub-registrar of Assurances at Kurla-1, Mumbai Suburban District, under serial No.BDR-3/06487/2007 dated 05.09.2007.
4. Further by the General Power of Attorney dated 26th July 2010, the said Society NEW PANT NAGAR PRABHAT CO-OPERATIVE HOUSING SOCIETY LIMITED had executed a Power of Attorney in favour of M/S. SHIVAM PARIVAR DEVELOPERS PVT. LTD.
- (i) As per the said Power of Attorney, the Society had granted Development Rights in respect of the above mentioned property to the Developers M/s. Shivam Parivar Developers Pvt. Ltd. for demolishing the existing building and to construct a new multi-storeyed building on the said property by utilising Floor Space Index (FSI) as well as FSI of other properties by way of Transfer of Development Rights (TDR) and on the terms and conditions mentioned in the said General Power of Attorney.
- (ii) The General Power of Attorney dated 26th July 2010 is duly registered with the office of Joint Sub-registrar of Assurances at Kurla-1, Mumbai Suburban District, under serial No.BDR-3/08515/2010 dated 26.07.2010.
5. MHADA on 28th November 2007 vide ref. no. EE/HGD/MB/2825/2007 had granted Certificate of "Dilapidated Condition" to Building no.151 known as Pant Nagar Prabhat CHS Ltd. and had No Objection for reconstruction/Demolition of the said building by the Society. And further MHADA on 28th November 2008 vide ref. no. EE/HGD/4824/2007 had granted NOC for reconstruction of existing Building No.151 for the use of residential purpose only and had demarcated the Plot boundaries as per approved Layout Plan.